

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



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**April 23, 2024**

**Regular City Council Meeting at 6:30 PM**

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*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.*

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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** - Noah Tawater and Zachary Coleman, Colony Oaks Elementary Safety Patrol

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

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

4. **PRESENTATIONS**

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

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

4C. City Manager's Report

4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing May 4, 2024, as National Lemonade Day.

Submitted by: Ann Franklin, City Secretary

4E. A proclamation of the City Council of the City of Bastrop, Texas recognizing April 2024, as Sexual Assault Awareness Month.

Submitted by: Ann Franklin, City Secretary

4F. A proclamation of the City Council of the City of Bastrop, Texas recognizing May 11, 2024, as World Migratory Bird Day.

Submitted by: Ann Franklin, City Secretary

4G. A proclamation of the City Council of the City of Bastrop, Texas recognizing May 4, 2024, as Firefighter Appreciation Day.

Submitted by: Ann Franklin, City Secretary

4H. A proclamation of the City Council of the City of Bastrop, Texas recognizing May 12, 2024 - May 18, 2024 as National Police Week.

Submitted by: Ann Franklin, City Secretary

4I. A proclamation of the City Council of the City of Bastrop, Texas recognizing the Bastrop County Historical Society on their outstanding achievement.

Submitted by: Lyle Nelson, Mayor

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

**6. STAFF AND BOARD REPORTS**

6A. Receive presentation on the unaudited Monthly Finance Report for the period ending February 29, 2024.

Submitted by: Edi McIlwain, Chief Financial Officer

**7. CITIZEN COMMENTS**

*At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at [www.cityofbastrop.org/citizencommentform](http://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 April 6, 2024, Special Joint Workshop/Walking Tour and April 9, 2024, Regular meeting.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve the second reading of Ordinance No. 2024-05 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2024; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and action in conflict herewith; and establishing an effective date.

Submitted by: Edi McIlwain, Chief Financial Officer

## **9. ITEMS FOR INDIVIDUAL CONSIDERATION**

9A. Hold a public hearing and consider action to approve the first 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

9B. Consider action to approve Resolution No. R-2024-43 of the City Council of the City of Bastrop, Texas, approving and authorizing the execution of a Lease Agreement between the Bastrop Christian Church and the City for the property located at 600 Spring Street, as attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

9C. Receive presentation of the Bastrop Bird Junction Project, the proposed nine (9) locations, and proposed outdoor Bird Sculptures, and consider action to approve the proposed locations and proposed outdoor Bird Sculptures for locations one (1), two (2), and five (5) as identified in Exhibit A, located within the City Limits of Bastrop, Texas.

Submitted by: James E. Cowey, Director of Development Services

- 9D. Consider action to approve Resolution No. R-2024-45 of the City Council of the City of Bastrop, Texas, approving and authorizing the issuance of a Request for Proposals (RFP) for Solid Waste and Recycling Services, as attached as Exhibit A; providing for repeal; and providing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

- 9E. Consider action to approve Resolution No. R-2024-46 of the City Council of the City of Bastrop, Texas, approving a contract with PHI Health, LLC dba PHI Air Medical for annual membership for emergency air medical transport in an amount of Thirty-Two Thousand Three Hundred Thirty Four Dollars (\$32,334), authorizing the City Manager to execute all necessary documents, and providing for an effective date.

Submitted by: Andres Rosales, Assistant City Manager

## **10. EXECUTIVE SESSION**

- 10A. 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.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072 to seek legal council and discuss potential acquisition of real estate adjacent to Gills Branch, within the City of Bastrop.
- 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 regarding a 380 Agreement with the Bastrop County Museum & Visitor Center.
- 10D. 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 regarding potential economic development incentives for the Bastrop Opera House.
- 10E. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.074 to seek the advice of legal counsel regarding the conduct of Mayor Lyle Nelson and results of the recent Board of Ethics decision, including remedial measures.

## **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](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: Friday, April 19, 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:** April 23, 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:** April 23, 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;
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- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



# STAFF REPORT

**MEETING DATE:** April 23, 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.

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- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.





# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas recognizing May 4, 2024, as National Lemonade Day.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**ATTACHMENTS:**

- Proclamation





# PROCLAMATION



**WHEREAS**, Lemonade Day is a national non-profit initiative that prepares youth for life through a unique entrepreneurial and experiential learning program that teaches kids how to start, own, and operate their very own business – a lemonade stand; and

**WHEREAS**, Lemonade Day is proven to positively impact academic performance, foster career exploration, and supports key developmental assets necessary to become thriving, successful adults; and

**WHEREAS**, young entrepreneurs who participate in the program earn money and are taught to “spend, save, and share,” donating a portion of their profits to local charities of their choice; and

**WHEREAS**, the Lemonade Day Program will be offered in the Bastrop ISD intermediate schools and the City of Bastrop’s Youth Discovery Days; and

**WHEREAS**, through a partnership between the Chamber Foundation of Bastrop County, the Bastrop Chamber of Commerce, and the program’s sponsors, the inaugural Bastrop Regional Lemonade Day will be held on Saturday, May 4, 2024; and

**WHEREAS**, the citizens of and visitors to the Bastrop Region are encouraged to support Lemonade Day by visiting the Lemonade Stands throughout the area and purchasing lemonade; and

**WHEREAS**, The City of Bastrop salutes and commends the organizers, sponsors, volunteers, and participants in this innovative program, and extends best wishes for a successful and rewarding experience.

**NOW, THEREFORE**, I, Lyle Nelson, Mayor of the City of Bastrop, Texas, do hereby proclaim Monday, May 4, 2024, as:

### Lemonade 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 23<sup>rd</sup> day of April 2024.

\_\_\_\_\_  
Lyle Nelson, Mayor



# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

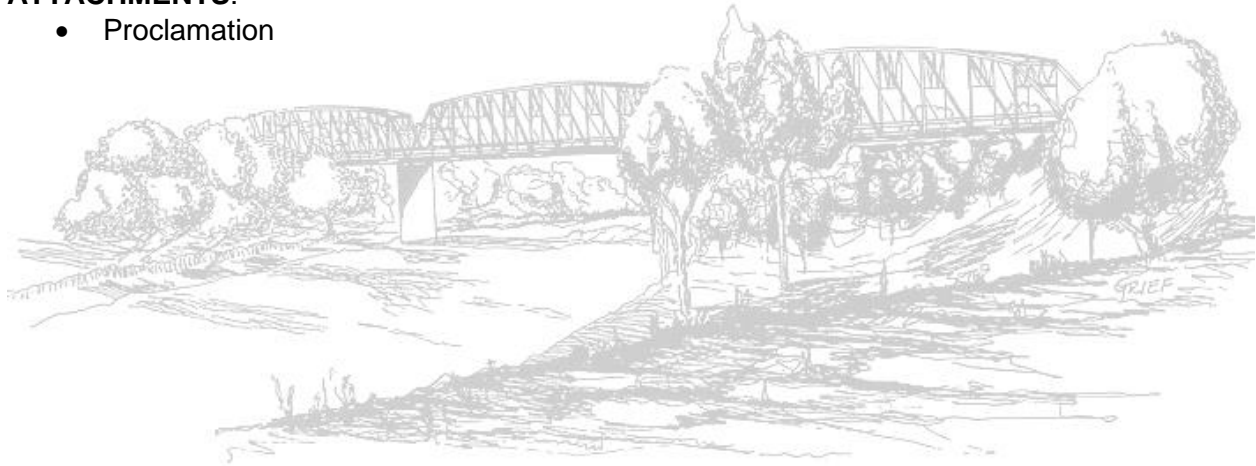
A proclamation of the City Council of the City of Bastrop, Texas recognizing April 2024, as Sexual Assault Awareness Month.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**ATTACHMENTS:**

- Proclamation





# PROCLAMATION



**WHEREAS**, Sexual Assault in the City of Bastrop, Bastrop County and in the State of Texas is intolerable and must be stopped, Sexual Assault Awareness Month (SAAM) calls attention to the fact that sexual violence is widespread and impacts every person in this community; and

**WHEREAS**, This year's SAAM campaign theme, "Building Connected Communities", calls on each of us to work together to prevent sexual abuse, harassment, and assault. We believe when anyone experiences sexual violence, every community member is affected. We must strive to build more connected, respectful, and inclusive communities to promote our collective well-being and protect against the risk of sexual violence. We believe all of our communities will be safer and stronger by making them more equitable for people of all gender identities and sexual orientations, races and ethnic backgrounds, ages, faiths, and abilities; and

**WHEREAS**, Over 53% of women and over 29% of men reported experiencing contact sexual violence in their lifetime; and

**WHEREAS**, Most women and men across all sexual identities who experienced contact sexual violence reported that the person who harmed them was someone they knew; and

**WHEREAS**, More than 1 in 4 non-Hispanic Black women (29%) in the United States were raped in their lifetime; and

**WHEREAS**, 1 in 3 Hispanic women (34.8%) reported unwanted sexual contact in their lifetime; and

**WHEREAS**, More than 4 in 5 American Indian and Alaska Native women (84.3%) have experienced violence in their lifetime; and

**WHEREAS**, 32.9% of adults with intellectual disabilities have experienced sexual violence; and

**WHEREAS**, 47% of all transgender people have been sexually assaulted at some point in their lives.

**NOW THEREFORE**, I, Lyle Nelson, Mayor of the City of Bastrop, hereby join advocates and communities across the country in taking action to prevent sexual violence. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future and I, Mayor Lyle Nelson, do hereby proclaim April as:

**NATIONAL SEXUAL ASSAULT AWARENESS MONTH**

In the City of Bastrop, in recognition of the important work done by survivors and victim service providers, I urge all citizens to actively participate in the scheduled activities and programs sponsored by the Family Crisis Center and other community organizations to work toward the elimination of sexual violence.

**IN WITNESS WHEREOF**, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas to be affixed this 23<sup>rd</sup> day of April, 2024.

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Lyle Nelson, Mayor





# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas recognizing May 11, 2024, as World Migratory Bird Day.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**ATTACHMENTS:**

- Proclamation





# PROCLAMATION



**WHEREAS**, World Migratory Bird Day (WMBD) is a campaign to raise awareness for the conservation of migratory birds and the habitats they live in; and

**WHEREAS**, This event is an awareness-raising campaign highlighting the need for the conservation of migratory birds and their habitats. It aims to draw attention to the threats faced by migratory birds, their ecological importance, and the need for international cooperation to conserve them; and

**WHEREAS**, The theme for WMBD 2024 is 'Protect insects, protect birds'. The loss and disturbance of insect populations at breeding sites and along avian migration routes threaten bird survival and well-being. Natural spaces like forests and grasslands that have been transformed or endangered by intensive agriculture and urban development and its effects such as light pollution can result in a decline in insect populations. Pesticides and herbicides designed to protect crops harm insects that birds rely on for food. A scarcity of energy- and protein-rich insects can hinder bird migration and breeding, leading to weakened immune systems, reduced reproductive success, and increased mortality rates for both adult birds and their offspring; and

**WHEREAS**, The World Migratory Bird Day campaign in 2024 will stress the need for proactive conservation measures. This includes reducing the use of pesticides and fertilisers, and where possible, switching to organic farming. Other measures include maintaining and connecting areas of natural vegetation which provide food and shelter for birds and other species, in agricultural landscapes.

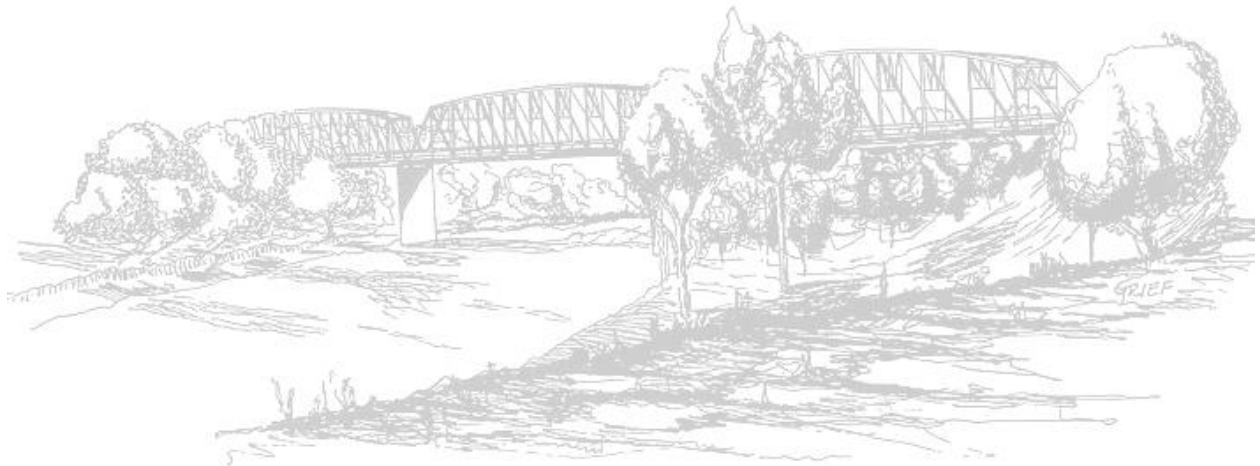
**NOW, THEREFORE**, I, Lyle Nelson, Mayor of the City of Bastrop, Texas, do hereby proclaim May 11, 2024, as:

## WORLD MIGRATORY BIRD DAY

**IN WITNESS WHEREOF**, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas to be affixed this 23<sup>rd</sup> day of April 2024.

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Lyle Nelson, Mayor







# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas, recognizing May 4, 2024, as Firefighter Day.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary



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PROCLAMATION



**WHEREAS**, International Firefighter’s Day is observed each year on May 4<sup>th</sup> to honor and remember past firefighters who have lost their lives while serving their communities, to express gratitude to those that have served in this line of work, and to show support and appreciation for those who presently serve; and

**WHEREAS**, firefighters follow a long line of tradition and honor that inspires them to help colleagues, neighbors, and strangers alike; and

**WHEREAS**, at a moment’s notice, thousands of firefighters, both career and volunteer, risk their lives every day by quickly responding to uncertain situations, to mitigate danger through such efforts as search and rescue, hazardous materials response, and combating the threat of destructive fire in order to protect individuals, families, and the economic being of our community; and

**WHEREAS**, firefighters make the ultimate sacrifice to protect the citizens they serve whether danger is the result of natural or manmade disasters as witnessed by fire suppression deaths and other contributing causes;

**NOW, THEREFORE**, I, Lyle Nelson, Mayor of the City of Bastrop, do hereby proclaim May 4<sup>th</sup>, 2024, as:

**FIREFIGHTER’S DAY IN BASTROP, TEXAS**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 23<sup>rd</sup> day of April 2024.

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Lyle Nelson, Mayor



# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

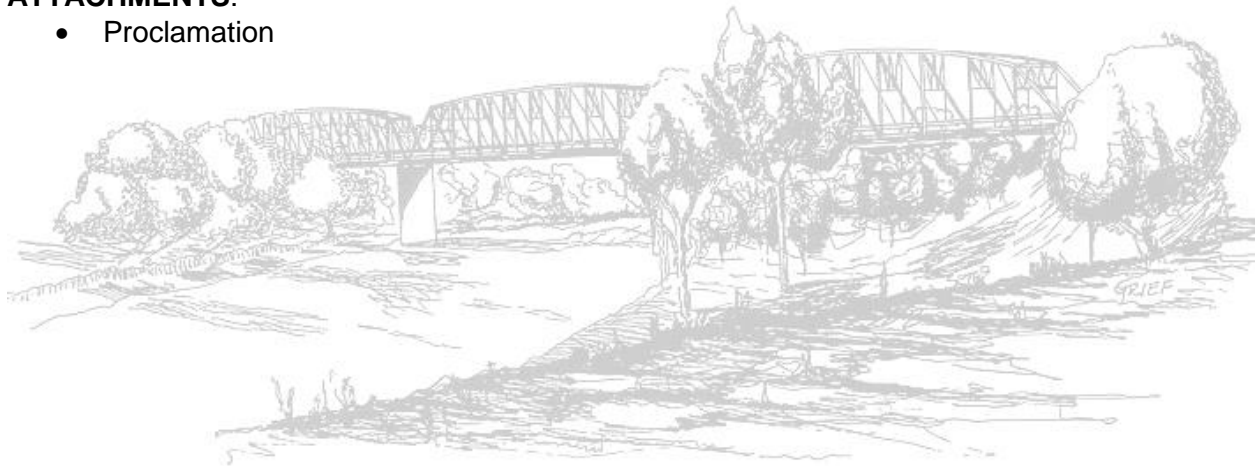
A proclamation of the City Council of the City of Bastrop, Texas recognizing May 12, 2024 - May 18, 2024, as National Police Week.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**ATTACHMENTS:**

- Proclamation





# PROCLAMATION



**WHEREAS**, citizens of Bastrop gather to recognize and honor our law enforcement officers for their faithful service and sacrifice while protecting our community and safeguarding our democracy; and

**WHEREAS**, there are more than 900,000 sworn law enforcement officers serving in communities across the United States, including the dedicated members of the Bastrop Police Department; and

**WHEREAS**, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in over 16,000 injuries; and

**WHEREAS**, since 1786, more than 23,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including one member of the Bastrop Police Department; and

**WHEREAS**, in 2023, 136 fallen heroes throughout the Nation have been killed in the line of duty including 13 from the State of Texas: and

**WHEREAS**, in 2023, 47 fallen heroes throughout the Nation have been shot and killed in the line of duty including 4 from the State of Texas; and

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Memorial in Washington, D.C., and the names of the heroic Texas Peace Officers are engraved on the Texas Peace Officer Memorial in Austin, Texas; and

**WHEREAS**, May 15<sup>th</sup> is designated as Peace Officer's Memorial Day, in honor of all fallen officers and their families and U.S. Flags should be flown at half-staff; and

**WHEREAS**, Congress has designated the calendar week that May 15<sup>th</sup> falls be known as National Police Week;

**NOW, THEREFORE**, I, Lyle Nelson, Mayor of the City of Bastrop, do hereby proclaim May 13, 2024, through May 19, 2024, as:

**POLICE OFFICER WEEK IN BASTROP, TEXAS**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 23<sup>rd</sup> day of April 2024.

\_\_\_\_\_  
Lyle Nelson, Mayor





# PROCLAMATION



**WHEREAS**, Museums are one of the pillars of history education and Texas is home to more than 1,000 history museums dedicated to preserving and interpreting the engaging stories of their communities; and

**WHEREAS**, The Bastrop County Historical Society Museum opened in 1952 due to the dedicated vision of the Bastrop Ladies Reading Circle; and

**WHEREAS**, In 1954, the museum was designated a historical shrine by the Texas Legislature, and in 1967, it was designated a Recorded Texas Historic Landmark; and

**WHEREAS**, Decades later, the Bastrop County Historical Society opened a visitor center in another location in 2005. Then in 2012, the combined museum and visitor center opened in the old city hall building; and

**WHEREAS**, The Bastrop Museum and Visitor Center is the anchor facility in Bastrop's historic downtown, drawing over 14,000 visitors annually, preserving over 18,000 artifacts, and hosting many outstanding public events; and

**WHEREAS**, With research facilities, staff, permanent and rotating exhibits, and an exemplary visitor center all **in** one building, it is a valuable community asset; and

**WHEREAS**, The Award of Excellence in Museums recognizes an individual or institution in the museum field for significant achievement in the areas of historical interpretation, museum education, conservation of collections, or community involvement; and

**WHEREAS**, the recipient of this year's John L. Nau III Award of Excellence in Museums has been awarded to the Bastrop County Historical Society.

**NOW, THEREFORE**, I, Lyle Nelson, Mayor of the City of Bastrop, do hereby acknowledge this outstanding achievement and invite our City to join me in congratulating the Staff, Board, and corps of volunteers of the **Bastrop County Historical Society** on their outstanding achievement.

**IN WITNESS WHEREOF**, I have here unto set my hand and caused the Seal of the City of Bastrop, Texas to be affixed this 23<sup>rd</sup> day of April 2024.

---

Lyle Nelson, Mayor





# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

A proclamation of the City Council of the City of Bastrop, Texas recognizing the Bastrop County Historical Society on their outstanding achievement.

**AGENDA ITEM SUBMITTED BY:**

Lyle Nelson, Mayor

**ATTACHMENTS:**

- Proclamation







# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

Receive presentation on the unaudited Monthly Financial Report for the period ending February 29, 2024.

**AGENDA ITEM SUBMITTED BY:**

Edi McIlwain, Chief Financial Officer

**BACKGROUND/HISTORY:**

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

**REVENUE**

Impact Fee Fund is now running 49% below forecast due to delays in receiving anticipated fees related to development.

HOT Tax Fund is below forecast by approximately 14.8% due to timing of revenues received.

All other funds are positive to forecast.

**EXPENDITURES**

Vehicle and Equipment Replacement Fund running 32% over forecast due to purchasing vehicles & equipment needed by departments as it is available.

All other funds are below forecast.

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

# CITY OF BASTROP

Comprehensive Monthly Financial Report  
February 2024



# Performance at a Glance as of February 29, 2024



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

COMPREHENSIVE MONTHLY FINANCIAL REPORT – February 2024

	<u>FY2024</u> <u>Approved Budget</u>	<u>FY2024</u> <u>Forecast YTD</u>	<u>FY2024</u> <u>Actual YTD</u>	<u>Variance</u>
<b><u>Revenues:</u></b>				
General	\$ 16,809,033	\$ 9,723,735	\$ 10,405,799	7.0%
Designated	110,110	53,370	87,838	64.6%
General Fund One-time	88,500	82,000	85,327	4.1%
Development Services	2,476,000	978,333	1,201,003	22.8%
Street Maintenance	810,000	337,500	415,928	23.2%
Debt Service	4,333,468	3,824,335	3,804,164	-0.5%
General Gov's Projects	4,792,000	3,500	3,989	14.0%
Land Acquisition	-	-	29,274	0.0%
Water/Wastewater	8,922,540	3,271,678	3,454,906	5.6%
Water/Wastewater Debt	5,826,460	1,980,067	2,057,302	3.9%
Water/Wastewater Capital Proj	742,000	309,167	319,107	3.2%
Impact Fees	4,848,640	2,020,267	1,020,852	-49.5%
Vehicle & Equipment Replacement	1,811,584	1,194,440	1,275,265	6.8%
Electric	8,872,870	3,183,021	3,193,107	0.3%
HOT Tax Fund	4,441,540	1,371,484	1,169,086	-14.8%
Library Board	21,000	8,750	1,072	-87.8%
Cemetery	198,400	72,667	108,512	49.3%
Capital Bond Projects	220,500	1,700,000	1,746,229	2.7%
Grant Fund	3,865,330	3,000	3,449	0.0%
Park/Trail Land Dedicaiton	1,865	800	810	1.3%
Hunter's Crossing PID	581,279	574,141	574,422	0.0%
Bastrop EDC	4,746,140	1,729,292	2,080,330	20.3%
<b>TOTAL REVENUES</b>	<b>\$ 74,519,259</b>	<b>\$ 32,421,547</b>	<b>\$ 33,037,770</b>	<b>1.9%</b>

**POSITIVE**

**WARNING**

**NEGATIVE**

= Positive variance or negative variance < 1% compared to forecast

= Negative variance of 1-5% compared to forecast

= Negative variance of >5% compared to forecast

## BUDGET SUMMARY OF ALL FUNDS

	<u>FY2024</u> <u>Approved Budget</u>	<u>FY2024</u> <u>Forecast YTD</u>	<u>4</u> <u>Actual YTD</u>	<u>Variance</u>
<b><u>Expense:</u></b>				
General	\$ 17,961,163	\$ 7,654,353	\$ 7,497,241	-2.1%
Designated	430,200	179,250	31,643	-82.3%
General Fund One-time	300,500	125,208	33,834	-73.0%
Development Services	1,748,036	710,012	589,495	-17.0%
Street Maintenance	921,483	383,951	5,490	
Debt Service	4,746,311	1,977,629	878,336	-55.6%
General Gov't Projects	5,265,240	2,193,850	316,780	-85.6%
Water/Wastewater	9,573,234	4,046,526	3,780,659	-6.6%
Water/Wastewater Debt	7,070,185	2,945,910	1,615,719	-45.2%
Water/Wastewater Capital Proj.	877,000	365,416	233,871	-36.0%
Revenue Bond, Series 2020	156,919	375,000	374,972	0.0%
CO, Series 2021	385,567	910,000	917,700	0.8%
CO, Series 2023	18,300,000	9,300,000	9,268,633	-0.3%
Impact Fees	6,125,501	2,552,292	984,999	-61.4%
Vehicle & Equipment Replacement	1,804,068	851,695	1,124,287	32.0%
Electric	8,945,474	3,150,310	2,705,867	-14.1%
HOT Tax Fund	4,508,786	2,855,497	1,996,532	-30.1%
Library Board	17,500	7,291	6,227	-14.6%
Cemetery	249,243	103,851	106,392	2.4%
Hunter's Crossing PID	559,019	232,924	53,352	-77.1%
CO, Series 2018	470,801	30,000	26,197	-12.7%
Limited Tax Note, Series 2020	50,314	15,000	12,517	-16.6%
America Rescue Plan	2,388,071	25,000	18,119	-27.5%
CO, Series 2022	2,079,371	1,000	3,050	205.0%
CO, Series 2023	13,125,000	-	-	
Grant Fund	3,865,330	45,000	39,803	-11.5%

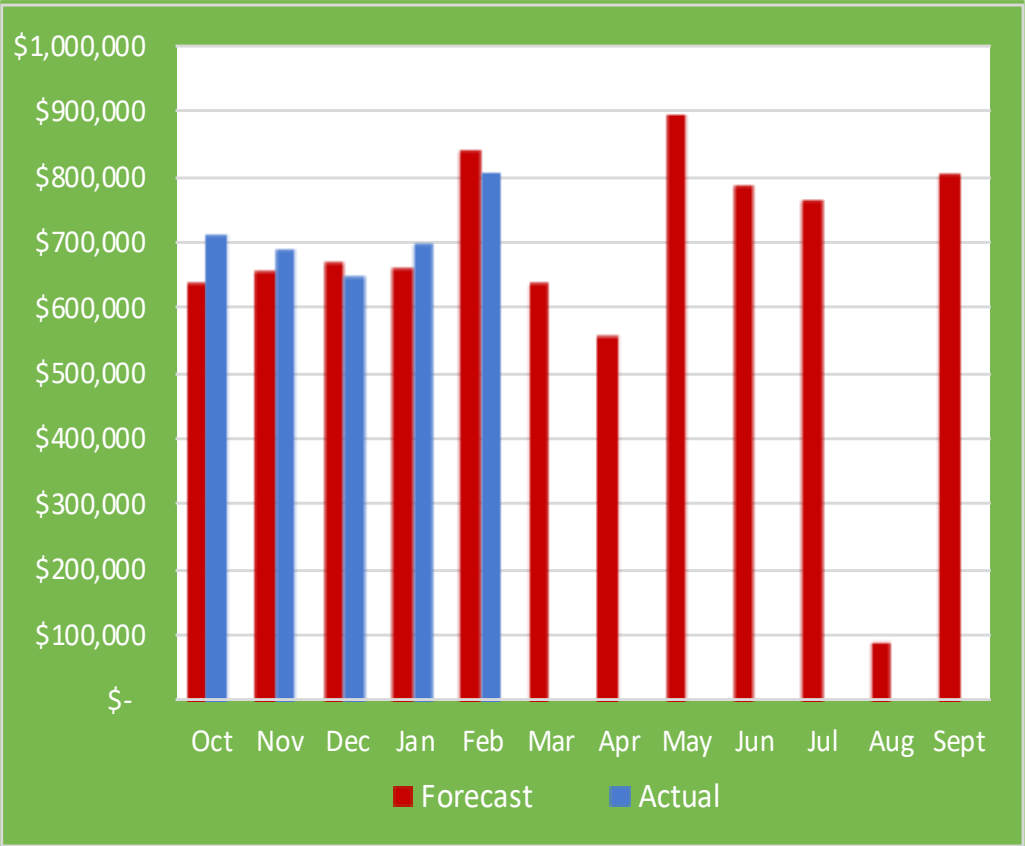
**POSITIVE**  
**WARNING**  
**NEGATIVE**

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

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2024 Forecast	FY2024 Actual	Monthly Variance
Oct	\$ 637,316	\$ 707,134	\$ 69,818
Nov	655,140	686,329	\$ 31,189
Dec	665,095	642,539	\$ (22,556)
Jan	656,648	693,059	\$ 36,411
Feb	837,006	803,359	\$ (33,647)
Mar	637,297		\$ (637,297)
Apr	554,894		\$ (554,894)
May	892,389		\$ (892,389)
Jun	784,038		\$ (784,038)
Jul	762,715		\$ (762,715)
Aug	86,161		\$ (86,161)
Sept	802,532		\$ (802,532)
<b>Total</b>	<b>\$ 7,971,231</b>	<b>\$ 3,532,421</b>	<b>\$ (4,438,810)</b>
Cumulative Forecast	\$ 3,451,205		
Actual to Forecast	\$ 81,216	2.4%	



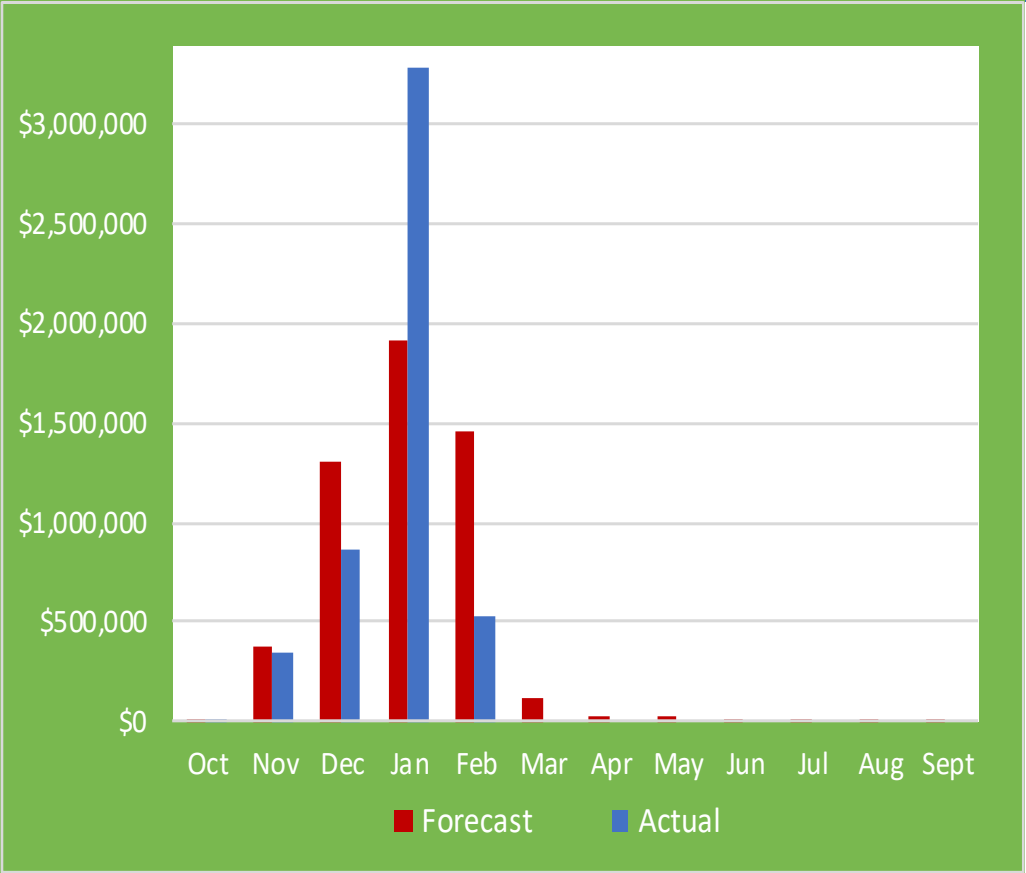
POSITIVE

Sales Tax is 46% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is 2.4% greater than forecasted.

REVENUE ANALYSIS

PROPERTY TAX REVENUE

Month	FY2024 Forecast	FY2024 Actual	Monthly Variance
Oct	\$ 10,451	\$ 13,951	\$ 3,500
Nov	369,713	339,559	\$ (30,154)
Dec	1,306,795	859,155	\$ (447,640)
Jan	1,910,693	3,295,302	\$ 1,384,609
Feb	1,463,096	525,399	\$ (937,697)
Mar	119,704		\$ (119,704)
Apr	26,116		\$ (26,116)
May	26,116		\$ (26,116)
Jun	10,498		\$ (10,498)
Jul	10,498		\$ (10,498)
Aug	10,498		\$ (10,498)
Sept	10,498		\$ (10,498)
<b>Total</b>	<b>\$ 5,274,676</b>	<b>\$ 5,033,365</b>	<b>\$ (241,311)</b>
Cumulative Forecast	\$ 5,060,748		
Actual to Forecast	\$ (27,383)	-0.54%	



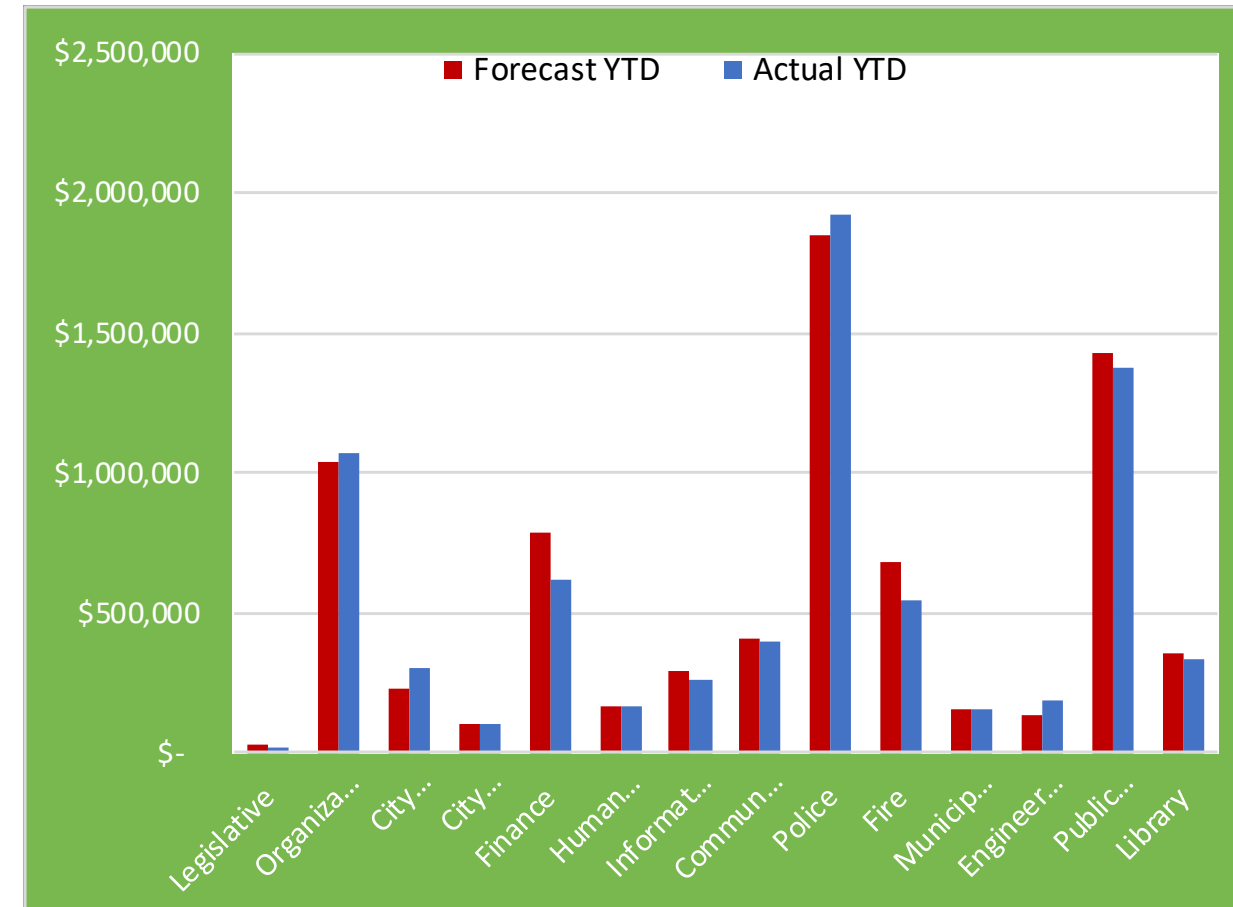
**POSITIVE**

Property tax represents 29% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. As of January projections are less than 1% variance.

EXPENSE ANALYSIS

GENERAL FUND EXPENDITURES BY DEPT.

Division	FY2024 Forecast YTD	FY2024 Actual YTD	Variance
Legislative	\$ 28,835	\$ 18,155	\$ (10,680)
Organizational	1,042,420	1,071,252	\$ 28,832
City Manager	232,474	304,677	\$ 72,203
City Secretary	106,757	100,774	\$ (5,983)
Finance	791,508	614,835	\$ (176,673)
Human Resources	165,509	165,543	\$ 34
Information Technology	289,088	264,554	\$ (24,534)
Community Engagement	410,695	396,226	\$ (14,469)
Police	1,847,359	1,918,264	\$ 70,905
Fire	681,048	544,752	\$ (136,296)
Municipal Court	154,643	151,019	\$ (3,624)
Engineering	135,156	191,653	\$ 56,497
Public Works	1,425,395	1,370,576	\$ (54,819)
Library	351,933	333,612	\$ (18,321)
Fleet & Facilities	-	50,506	\$ 50,506
<b>Total</b>	<b>\$ 7,662,820</b>	<b>\$ 7,496,398</b>	<b>\$ (166,422)</b>



Actual to Forecast 97.8%

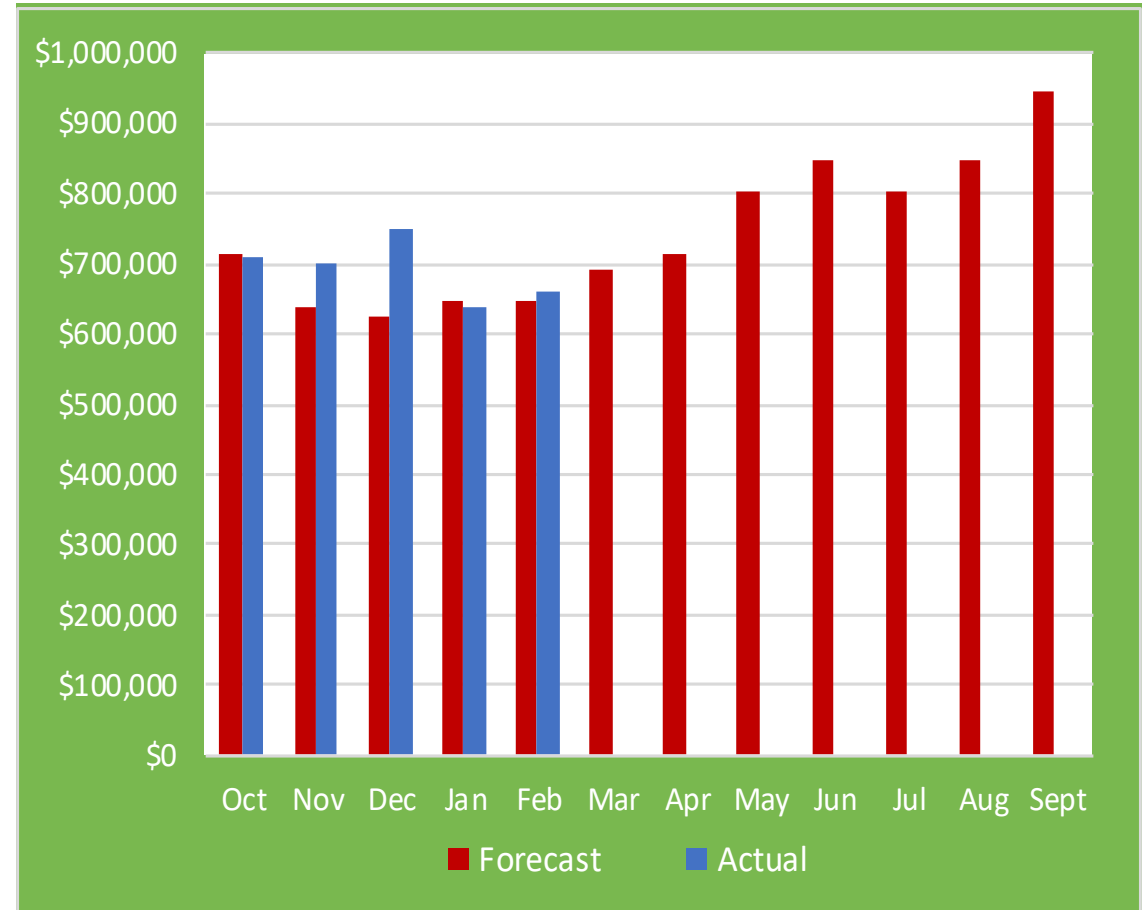
**POSITIVE**

This page compares forecast to actual by department within the General Fund. YTD compared to actual is 98% of forecast.



# WATER/WASTEWATER REVENUE

Month	FY2024 Forecast	FY2024 Actual	Monthly Variance
Oct	\$ 714,185	\$ 709,116	\$ (5,069)
Nov	637,698	700,275	\$ 62,577
Dec	625,252	748,149	\$ 122,897
Jan	646,845	637,282	\$ (9,563)
Feb	647,698	660,084	\$ 12,386
Mar	692,591		\$ (692,591)
Apr	714,185		\$ (714,185)
May	802,265		\$ (802,265)
Jun	846,305		\$ (846,305)
Jul	803,118		\$ (803,118)
Aug	847,158		\$ (847,158)
Sept	945,239		\$ (945,239)
<b>Total</b>	<b>\$ 8,922,539</b>	<b>\$ 3,454,906</b>	<b>\$ (5,467,633)</b>
Cumulative Forecast	\$ 3,271,678		
Actual to Forecast	\$ 183,228	5.60%	



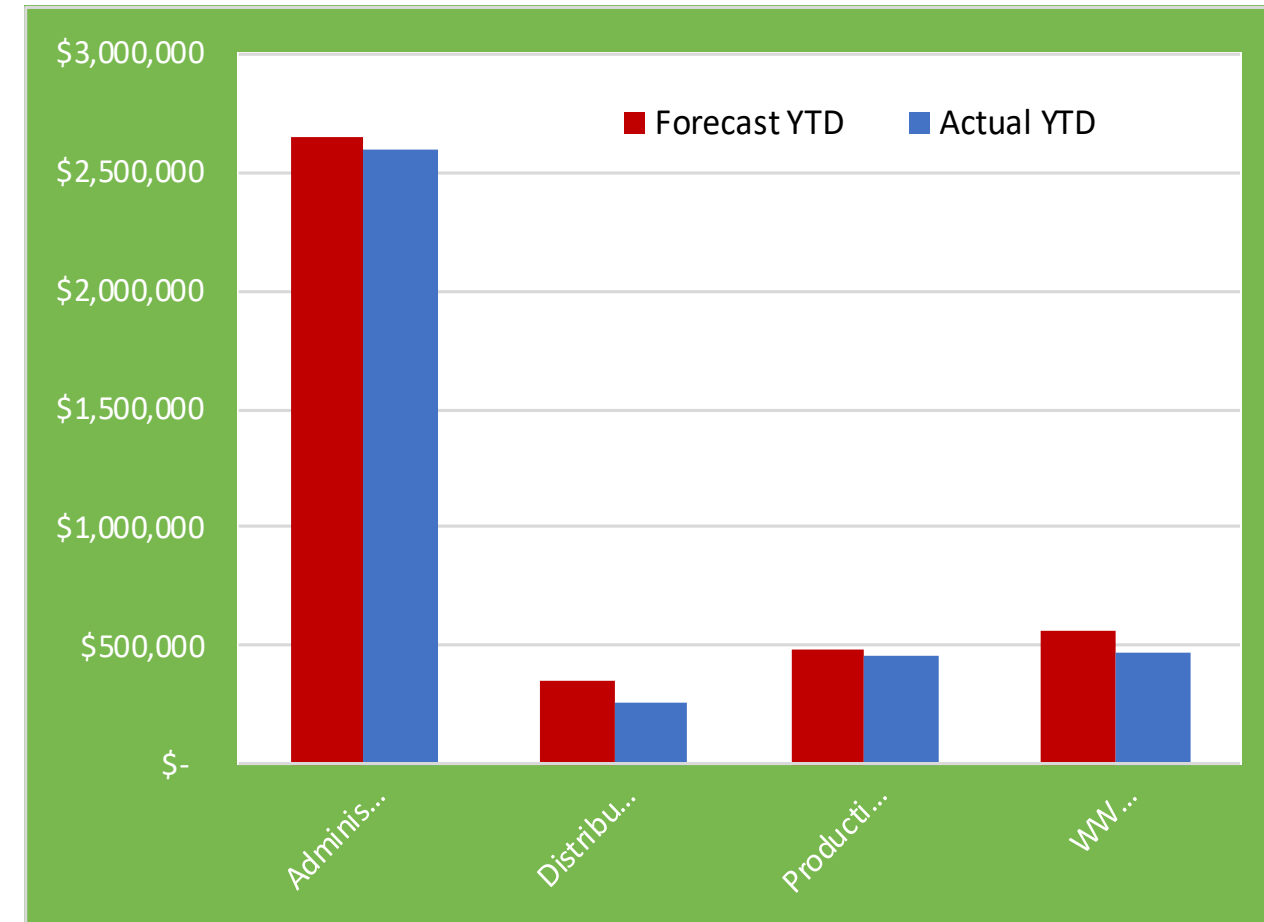
POSITIVE

The water and wastewater actual revenue is over forecast by 5.6%. There were 22 new meters set this month, all residential.

EXPENSE ANALYSIS

# WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	FY2024 <u>Forecast YTD</u>	FY2024 <u>Actual YTD</u>	<u>Variance</u>
Administration	\$ 2,643,801	\$ 2,593,199	\$ (50,602)
Distribution/Collection	350,049	259,055	\$ (90,994)
Production/Treatment	488,115	460,168	\$ (27,947)
WW Treatment Plant	<u>564,561</u>	<u>468,237</u>	<u>\$ (96,324)</u>
<b>Total</b>	<b><u>\$ 4,046,526</u></b>	<b><u>\$ 3,780,659</u></b>	<b><u>\$ (265,867)</u></b>
Actual to Forecast		93.4%	



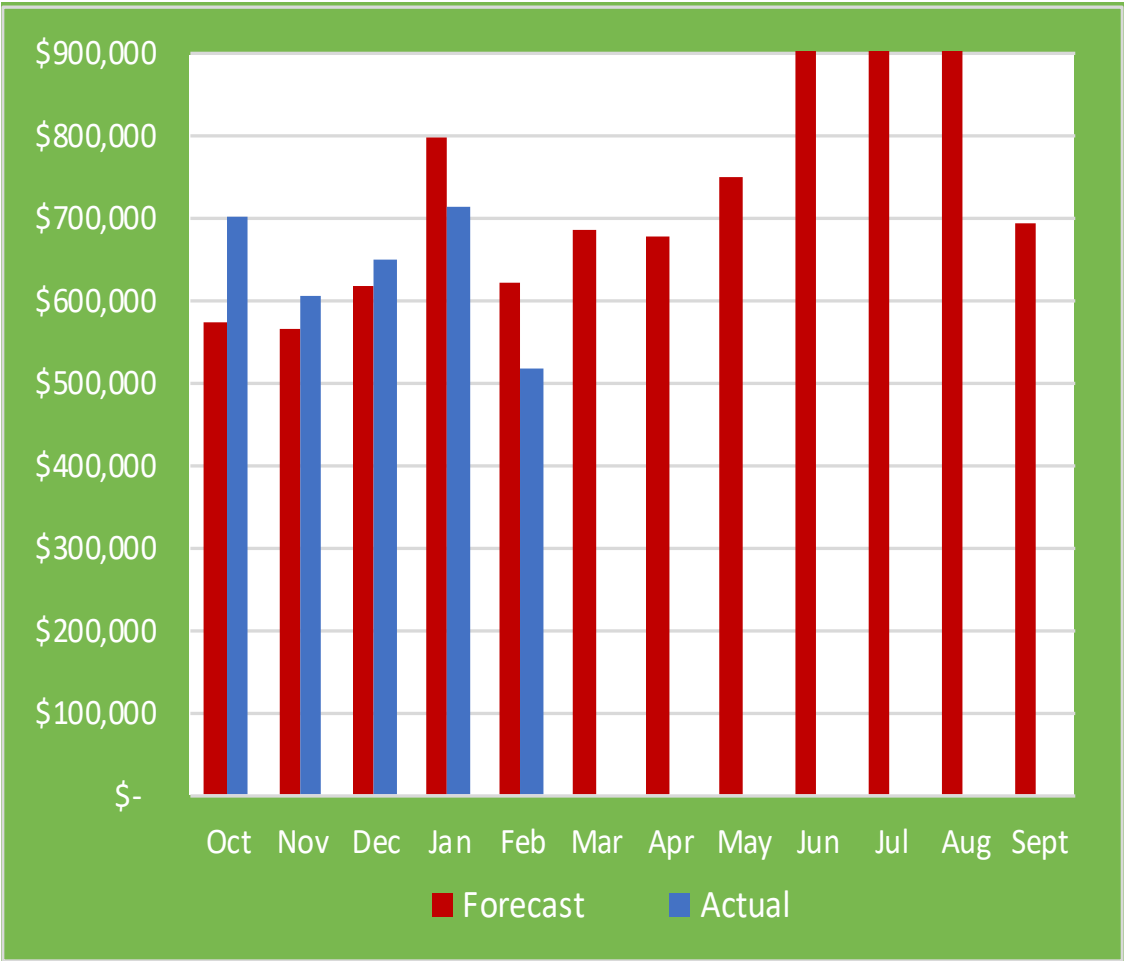
POSITIVE

This page compares actual to forecast by the divisions within the Water/Wastewater department. The actual is 93.4% compared to forecast.

REVENUE ANALYSIS

**ELECTRIC FUND REVENUE**

<u>Month</u>	<u>FY2024 Forecast</u>	<u>FY2024 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 575,326	\$ 703,860	\$ 128,534
Nov	566,839	607,454	\$ 40,615
Dec	618,711	650,008	\$ 31,297
Jan	797,829	715,118	\$ (82,711)
Feb	624,315	516,667	\$ (107,648)
Mar	685,769		\$ (685,769)
Apr	679,865		\$ (679,865)
May	750,730		\$ (750,730)
Jun	1,015,258		\$ (1,015,258)
Jul	932,041		\$ (932,041)
Aug	931,616		\$ (931,616)
Sept	694,848		\$ (694,848)
<b>Total</b>	<b>\$ 8,873,147</b>	<b>\$ 3,193,107</b>	<b>\$ (5,680,040)</b>
Cumulative Forecast	\$ 3,183,020		
Actual to Forecast	\$ 10,087	0.32%	



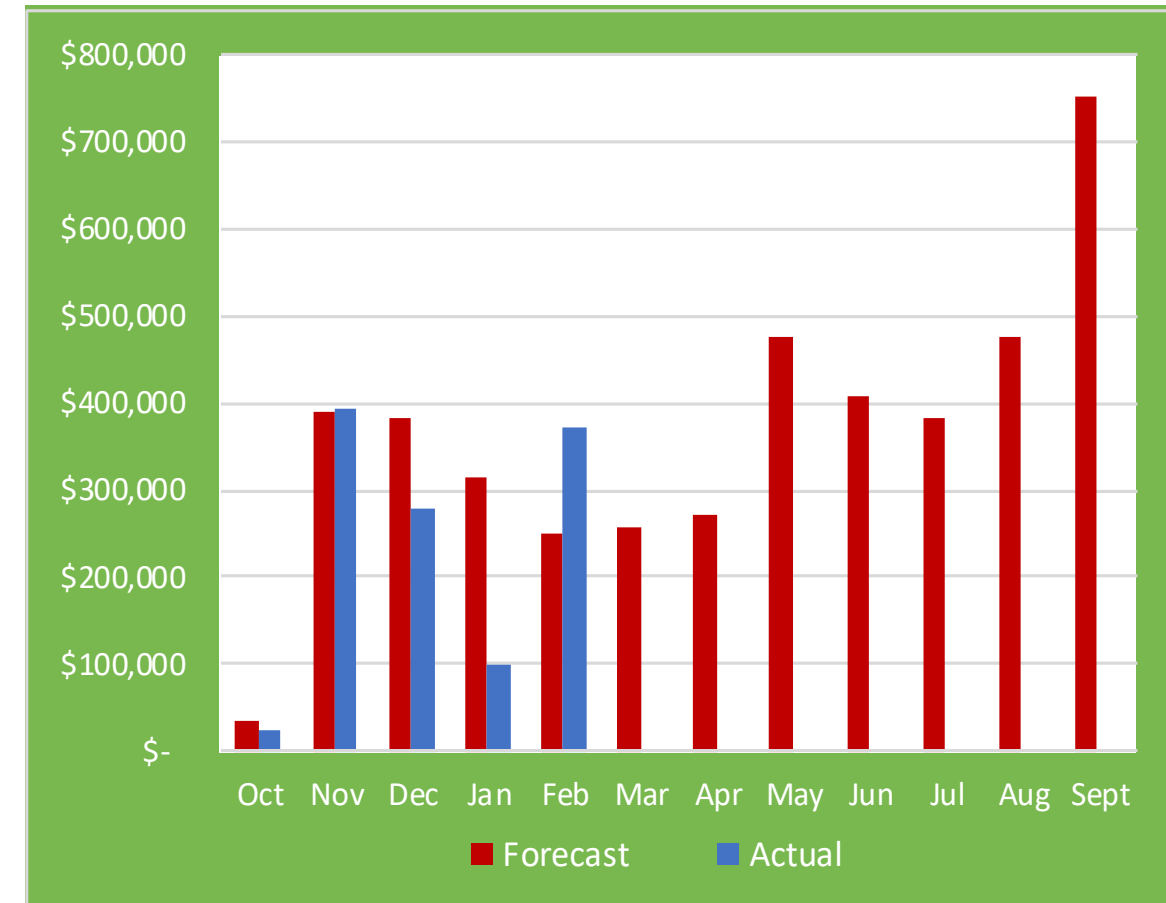
**POSITIVE**

The Electric utility revenue has less than 1% variance with forecasted revenue. There was 0 new meters set this month.

REVENUE ANALYSIS

# HOTEL OCCUPANCY TAX REVENUE

Month	FY2024 Forecast	FY2024 Actual	Monthly Variance
Oct	\$ 34,920	\$ 24,179	\$ (10,741)
Nov	388,499	395,136	\$ 6,637
Dec	382,746	279,217	\$ (103,529)
Jan	315,943	100,081	\$ (215,862)
Feb	249,376	370,473	\$ 121,097
Mar	256,613		\$ (256,613)
Apr	269,950		\$ (269,950)
May	474,738		\$ (474,738)
Jun	406,142		\$ (406,142)
Jul	381,294		\$ (381,294)
Aug	474,118		\$ (474,118)
Sept	753,684		\$ (753,684)
<b>Total</b>	<b>\$ 4,388,023</b>	<b>\$ 1,169,086</b>	<b>\$ (3,218,937)</b>
Cumulative Forecast	\$ 1,371,484		
Actual to Forecast %	\$ (202,398)	-14.8%	



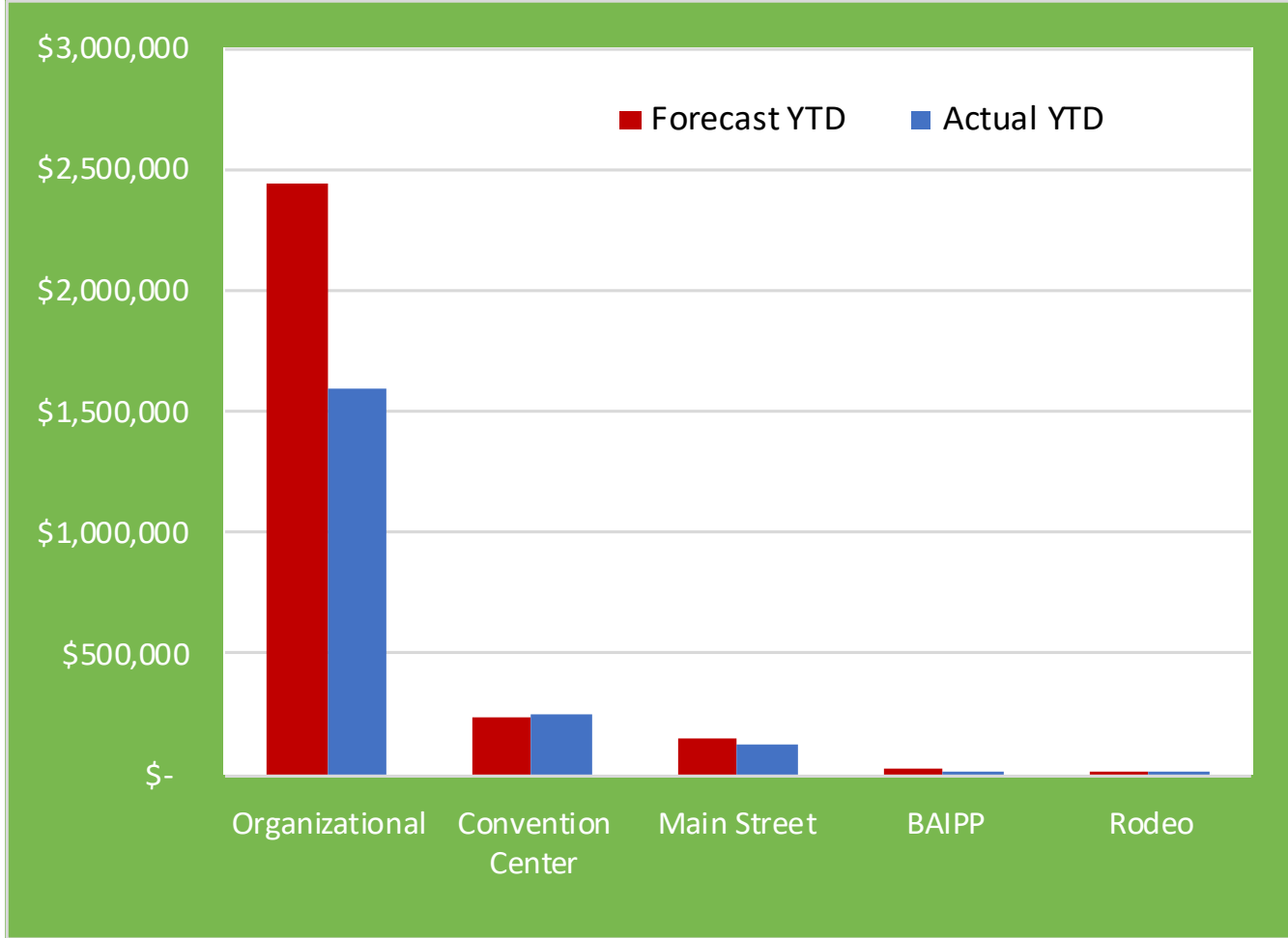
NEGAT

This report is based on a cash method. The revenue is received by the City the month after collection. Actual is 14% less than forecast due to timing of revenue received.

EXPENSE ANALYSIS

**HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION**

<u>Division</u>	<u>FY2024 Forecast YTD</u>	<u>FY2024 Actual YTD</u>	<u>Variance</u>
Organizational	\$ 2,443,763	\$ 1,601,367	\$ (842,396)
Convention Center	234,301	251,054	\$ 16,753
Main Street	153,183	124,772	\$ (28,411)
BAIPP	22,917	12,696	\$ (10,221)
Rodeo	<u>1,333</u>	<u>6,642</u>	\$ 5,309
<b>Total</b>	<b><u>\$ 2,855,497</u></b>	<b><u>\$ 1,996,532</u></b>	<b><u>\$ (858,965)</u></b>
Actual to Forecast		69.9%	



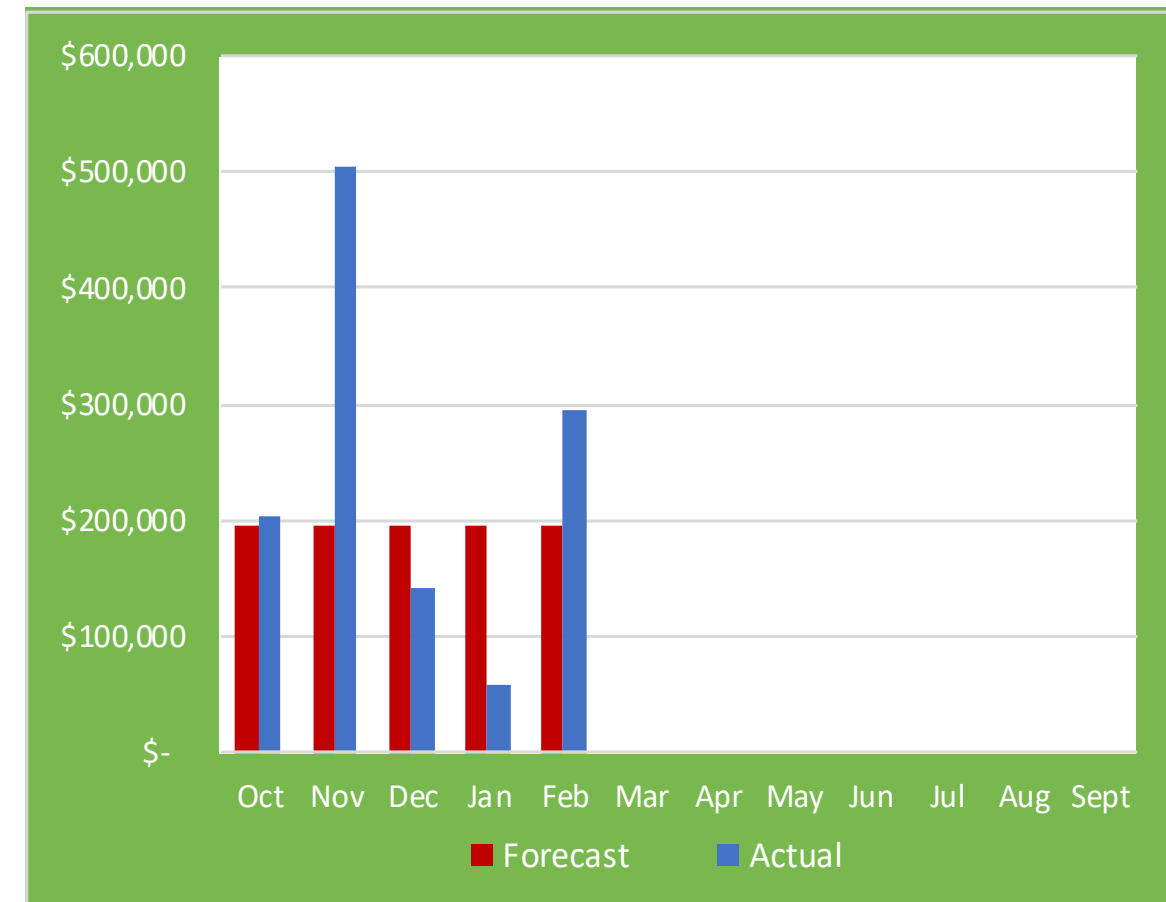
**POSITIVE**

This compares actual to forecast for each division located in the Hotel Occupany Tax Fund. YTD is reporting actual at 71.8% of forecast.

REVENUE ANALYSIS

DEVELOPMENT SERVICES REVENUE

Month	FY2024 Forecast	FY2024 Actual	Monthly Variance
Oct	\$ 195,667	\$ 203,573	\$ 7,906
Nov	195,667	503,765	\$ 308,098
Dec	195,667	142,026	\$ (53,641)
Jan	195,667	57,062	\$ (138,605)
Feb	195,667	294,576	\$ 98,909
Mar			\$ -
Apr			\$ -
May			\$ -
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
<b>Total</b>	<b>\$ 978,335</b>	<b>\$ 1,201,002</b>	<b>\$ 222,667</b>
Cumulative Forecast	\$ 978,335		
Actual to Forecast %	\$ 222,667	22.8%	



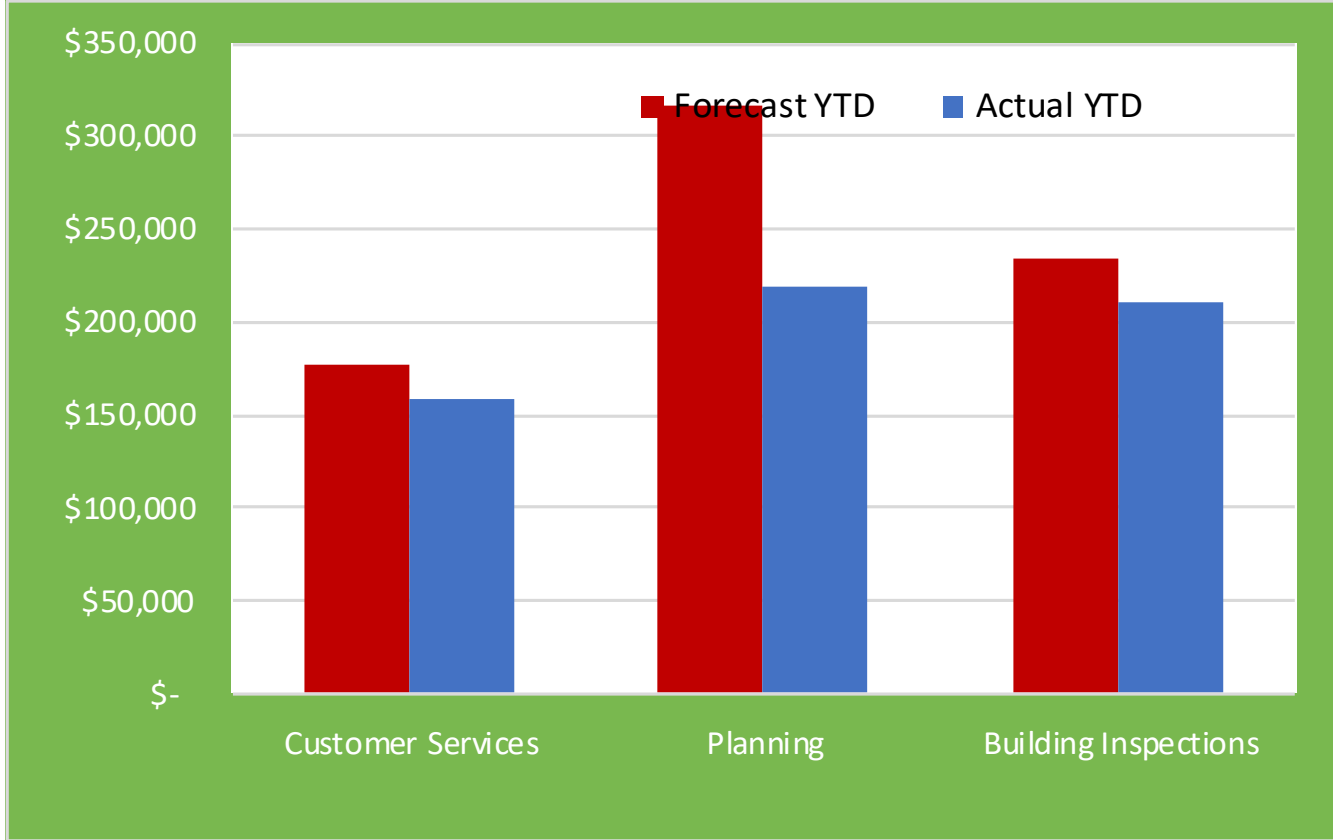
**POSITIVE**

FY2024 is the first year for reporting Development Services within their own fund. The revenue of actual compared to forecast is 22.8% over.

EXPENSE ANALYSIS

**DEVELOPMENT SERVICES EXPENDITURES BY DIVISION**

<u>Division</u>	<u>FY2024 Forecast YTD</u>	<u>FY2024 Actual YTD</u>	<u>Variance</u>
Customer Services	\$ 177,775	\$ 158,848	\$ (18,927)
Planning	316,270	219,307	\$ (96,963)
Building Inspections	234,303	211,341	\$ (22,962)
<b>Total</b>	<b>\$ 728,348</b>	<b>\$ 589,495</b>	<b>\$ (138,853)</b>
Actual to Forecast		80.9%	



**POSITIVE**

FY2024 is the first year reporting Developme Services within their own fund. The expenditures of actual compared to forecast is 81%.



# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

Consider action to approve City Council minutes from the April 6, 2024, Special Joint Workshop/Walking Tour and April 9, 2024, Regular meeting.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

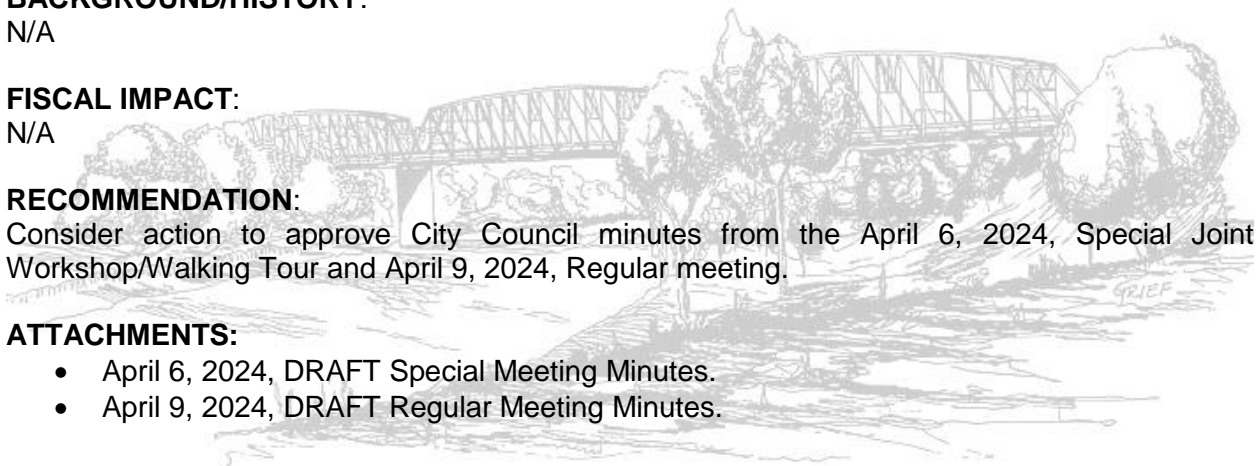
N/A

**RECOMMENDATION:**

Consider action to approve City Council minutes from the April 6, 2024, Special Joint Workshop/Walking Tour and April 9, 2024, Regular meeting.

**ATTACHMENTS:**

- April 6, 2024, DRAFT Special Meeting Minutes.
- April 9, 2024, DRAFT Regular Meeting Minutes.





APRIL 9, 2024

The Bastrop City Council met in a regular meeting on Tuesday, April 9, 2024, at 6:30 p.m. at the Bastrop Convention Center, located at 1408 Chestnut St B, Bastrop, Texas. Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Lee, Meyer, Crouch, 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 6:34 p.m. with a quorum present.

**PLEDGE OF ALLEGIANCE**

Ruby Brewster and Dariana Lopez Castillo, Bluebonnet Elementary School Safety Patrol led the pledges.

**INVOCATION**

Phil Woods, Police Chaplain, gave the invocation.

**PRESENTATIONS**

4A. Mayor's Report

4B. Proclamation of the City Council of the City of Bastrop, Texas recognizing April as Child Abuse Prevention Month.

**Proclamation was read into record by Mayor Lyle Nelson.**

**WORK SESSIONS/BRIEFINGS - NONE**

**STAFF AND BOARD REPORTS - NONE**

**CITIZEN COMMENTS**

**SPEAKER(S)**

**Judah Ross  
213 Nicole Way  
Bastrop, Texas 78602  
512-998-1957**

**Pablo Serna  
1104 Hill Street  
Bastrop, TX**

**T.J. Finn  
240 S Hasler Blvd.  
Bastrop, Texas 78602  
936-657-8012**

**Brett Douglas  
906 Main St.  
512-962-4527**

**Patrice “Pete” Parsons**  
**231 Baron Creek Trail**  
**Bastrop, TX 78602**  
**210-722-7270**

**ITEMS FOR INDIVIDUAL CONSIDERATION**

- 9A. Hold a 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 April 23, 2024, Consent Agenda for second reading. Submitted by: Kennedy Higgins, Senior Planner, Development Services Department **Presentation was made by Kennedy Higgins, Senior Planner, Development Services Department and Steven Biegel, Place Designers.**

**SPEAKER**

**Dax Addian Havrilak**  
**779 Peach Creek Rd.**  
**214-364-0085**

**Richard Nacewski**  
**120 Papaloe Lane**  
**Bastrop, TX 78602**  
**817-946-8621**

**John Eberle**  
**20 Lost Pines Avenue**  
**Bastrop, TX 78602**  
**512-629-3273**

**Shannon Day**  
**13 Lost Pines Ave.**  
**Bastrop, TX**

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

**Stewart Bridges**  
**12 Lost Pines Ave**  
**Bastrop**

**Ian Watts**  
**13 Lost Pines Ave**  
**Bastrop, Texas**

**Jennifer Phelps**  
16 Lost Pines Ave.  
Bastrop, Texas

**Robert Garrison**  
234 River Forest Dr.  
Bastrop, TX

**George Ann Shockley**  
Riverside Drive

**A motion was made by Council Member Meyer to table the item and send it back to staff, seconded by Council Member Lee, motion was approved on a 5-0 vote.**

**Mayor Nelson recessed the Council Meeting at 8:42 p.m.**

**Mayor Nelson called the Council Meeting back to order at 8:55 p.m.**

### **CONSENT AGENDA**

**A motion was made by Council Member Lee to approve Items 8B and 8C, 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.**

8B. Consider Action to approve the second reading of Ordinance No. 2024-08 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 14, The Bastrop Building Block (B3) Code, Article 9.2 Categories Of Preservation establishing standards and procedures; as attached in Exhibit A; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting.

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

8C. Consider action to approve the second reading of Ordinance No. 2024-10 authorizing the amendment of the City of Bastrop FY2024 budget with a reduction of \$25,000 in revenue received from the Bastrop Economic Development Corporation allocated to the Main Street program; providing for severability; repealing conflicting ordinances; providing an effective date; providing for proper meeting and notice.

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

### **DISCUSSION ITEM**

8A. Consider action to approve City Council minutes from the March 26, 2024, Regular meeting.

Submitted by: Ann Franklin, City Secretary

**A motion was made by Council Member Meyer, to amend the motion for item 12E in the March 26, 2024, minutes to list the maker of the motion as Council Member Plunkett and seconded by Council Member Crouch, seconded by Council Member Lee, motion was approved on a 5-0 vote.**

## ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9B. Consider action to approve Resolution No. R-2024-37 of the City Council of the City of Bastrop, Texas, approving and ratifying the execution of a Wholesale Wastewater Services Agreement and a Wastewater Facility Payment Contribution Agreement between the City and Corix Utilities Inc., as attached as Exhibits A and B respectively; providing for a repealing clause; and establishing an effective date.  
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager  
**Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager.**

**A motion was made by Council Member Meyer to approve Resolution No. R-2024-37, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.**

- 9C. Consider action to approve Resolution No. R-2024-31 approving the My Government Online Interlocal Agreement between the City of Bastrop and South Central Planning and Development Commission (SCPDC) 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: Doug Haggerty – Manager, Fleet & Facilities Department  
**Presentation was made by Doug Haggerty – Manager, Fleet & Facilities Department.**

**A motion was made by Council Member Meyer to approve Resolution No. R-2024-31, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 9D. Consider and act on a change of appointment from Mayor Lyle Nelson to Councilmember Kevin Plunkett due to quorum considerations on the newly created ad hoc executive committee to address considerations related to a regional sports facility located in the Bastrop Economic Development Corporation Industrial Park.  
Submitted by: Mayor Lyle Nelson  
**A motion was made by Council Member Lee to appoint Council Member Kevin Plunkett in place of Mayor Lyle Nelson on the newly created ad hoc executive committee (The ad hoc committee is to be made up of Council Members Plunkett, Crouch, and Meyer with EDC representation from Ron Spencer, Connie Schroeder, and Frank Urbanek.), seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 9E. Consider action to approve Resolution No. R-2024-41 and act on a proposal from Terra Pave International, a University of Texas Technology Commercialized Company for \$55,780 as a sole source provider for a fog seal street sealant known as Terra Pave.  
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager  
**Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager**

**A motion was made by Council Member Lee to approve Resolution No. R-2024-41, seconded by Council Member Meyer, motion was approved on a 5-0 vote.**

- 9F. Consider action to approve Resolution No. R-2024-42 and act on a request by Hannah Miller to waive platting fees in the amount of \$1855.58 in the Woodrun Subdivision. Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM  
**Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager.**

**A motion was made by Council Member Lee to approve Resolution No. R-2024-42, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 9G. Consider action to approve the first reading of Ordinance No. 2024-05 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2024; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date; and move to include on the April 23, 2024, consent agenda for second reading. 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 the first reading of Ordinance No. 2024-05, and to include on the April 23, 2024, Consent agenda for second reading, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 9H. Consider and act on appointment to a Hotel Occupancy Tax Taskforce whose goal is to determine the highest and best use for hotel tax funds within the parameters set by the state of Texas. Submitted by: Mayor Lyle Nelson  
**Presentation was made by Mayor Lyle Nelson.**

**A motion was made by Mayor Pro Tem Kirkland to appoint Council Member Meyer, Council Member Plunkett, and Council Member Lee as the Council liaisons and Lee Harle, Irby Morvant, Olga Maystruk, and Debbie Denny as the community appointees to a Hotel Occupancy Tax Taskforce, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.**

## EXECUTIVE SESSION

**The City Council met at 9:40 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(s) 551.071 and 551.074 to seek the advice of legal counsel regarding the Visit Bastrop investigation and the ethics complaint filed January 18, 2024.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to seek the advice of legal counsel regarding the conduct of Planning and Zoning Commissioner J. Ross.

**Mayor Nelson recessed the Executive Session at 10:55 p.m.**

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

10A. City Council shall convene into closed executive session pursuant to Texas Government Code section(s) 551.071 and 551.074 to seek the advice of legal counsel regarding the Visit Bastrop investigation and the ethics complaint filed January 18, 2024.

**A motion was made by Mayor Pro Tem Kirkland to remove privilege on the Sarah Glaser email reviewed in the Executive Session, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

10B. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to seek the advice of legal counsel regarding the conduct of Planning and Zoning Commissioner J. Ross.

**A motion was made by Council Member Plunkett to remove Judah Ross from the Planning & Zoning Commission due to operational concerns about group morale and the efficient functioning of Planning & Zoning, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.**

**Adjourned at 11:05 p.m. without objection.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Lyle Nelson

\_\_\_\_\_  
City Secretary Ann Franklin

**The Minutes were approved on April 23, 2024, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.**

**APRIL 6, 2024**

The Bastrop City Council met in a joint workshop on Saturday, April 6, 2024, at 10:00 a.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Council Members present were: Mayor Pro Tem Kirkland and Council Members Lee, Meyer, Crouch, and Plunkett. Officers present were: City Manager, Sylvia Carrillo and City Secretary, Ann Franklin.

Historic Landmark Commission members present were: Lisa Laky, Susan Long, Blake Kaiser, Gary Moss, Janean Whitten, and Cheryl Long.

Planning & Zoning members present were: Ishmael Harris, Judah Ross, Gary Moss, Ashleigh Henson, Patrice Parsons, and David Barrow.

Staff present were: James Cowey, Kennedy Higgins, John Eddleton, Pamela Collins, Alondra Macias, and Elizabeth Wick

**CALL TO ORDER**

Mayor Pro Tem Kirkland called the City Council to order at 10:03 a.m. with a quorum present.

Chair Blake Kaiser called the Historic Landmark Commission to order at 10:03 a.m. with a quorum present.

Chair Ishmael Harris called the Planning & Zoning Commission to order at 10:03 a.m. with a quorum present.

**CITIZEN COMMENTS - NONE**

**WORK SESSIONS/BRIEFINGS**

3A. Work Session - Walking tour of the previously identified Iredell District, and the B3 Code. Topics also include drainage, streets, water, and wastewater. Work session will include a walking tour of Bastrop.

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

**Discussion was led by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager.**

**11:10 p.m. - Beginning of Tour**

**1:07 p.m. - End of Tour**

**Mayor Lyle Nelson arrived.**

**ADJOURNMENT**

Mayor Nelson adjourned the City Council at 1:20 p.m.

Chair Blake Kaiser adjourned the Historic Landmark Commission at 1:20 p.m.

Chair Ishmael Harris adjourned the Planning & Zoning Commission 1:20 p.m.

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Lyle Nelson

\_\_\_\_\_  
City Secretary Ann Franklin

**The Minutes were approved on April 23, 2024, by Council Member \_\_\_\_\_'s motion, Council Member \_\_\_\_\_'s second. The motion was approved on a 5-0 vote.**





# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2024-05 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2024 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Edi McIlwain, Chief Financial Officer

**BACKGROUND/HISTORY:**

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

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

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

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

**FISCAL IMPACT:**

Various – See Ordinance Exhibit A

**RECOMMENDATION:**

Edi McIlwain, Chief Financial Officer, recommends approval of the first reading of Ordinance No. 2024-05 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2024 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date, and move to include on the April 23, 2024, City Council consent agenda for a second reading.

**ATTACHMENTS:**

- Ordinance 2024-05
- Exhibit A
- All Funds Summary FY2024 – updated to reflect proposed amendments.

**Budget Amendment #1: General Fund-Fleet & Facilities Expenditures**

Original Budget	\$ 0
Personnel Costs	\$ 469,655
Supplies & Materials	\$ 17,457
Maintenance & Repairs	\$ 29,203
Contractual Services	\$ 3,313
New Total Expenditure	<b>\$ 519,628</b>

This budget amendment will reallocate \$519,628 to the newly created Fleet & Facilities Department from Public Works (Parks, Admin, Building Maintenance, and Streets & Drainage). The amendment includes two newly created positions, Fleet & Facilities Manager and an Executive Admin Assistant position. The amendment also transfers some employee salaries previously budgeted in other departments due to transfers. The newly created positions are funded, this year, in part, by salary savings as shown in Amendment #5.

**Budget Amendment #2: General Fund-Public Works-Parks Expenditures****FY 2024 Budget Book (Pages 149-154)**

Original Budget	\$ 934,486
Operational Salary (101-18-19-5101)	\$ (43,275)
Social Security (101-18-19-5150)	\$ (3,300)
Retirement (101-18-19-5151)	\$ (5,800)
Group Insurance (101-18-19-5155)	\$ (12,700)
New Total Expenditure	<b>\$ 869,411</b>

A net reduction of \$65,075 in expenses. This budget amendment will reclass the Facilities & Grounds Superintendent position out of Parks Department into the newly created Fleet & Facilities Department as a Fleet & facilities Analyst to align with the reorganization chart.

**Budget Amendment #3: General Fund-Public Works-Admin Expenditures****FY 2024 Budget Book (Pages 149-154)**

Original Budget	\$ 968,475
Operational Salary (101-18-10-5101)	\$ (38,437)
Social Security (101-18-10-5150)	\$ (2,937)
Retirement (101-18-10-5151)	\$ (5,217)
Group Insurance (101-18-10-5155)	\$ (3,409)
-New Total Expenditure	<b>\$ 918,475</b>

A net reduction of \$50,000. This budget amendment will reclass the Mechanic position out of Public Works Administration Department into the newly created Fleet & Facilities Department to align with the reorganization chart.

**Budget Amendment #4: General Fund-Public Works-Building Maintenance Expenditures****FY 2024 Budget Book (Pages 149-154)**

Original Budget	\$ 474,575
Personnel Costs (101-18-20)	\$ (253,630)
Supplies & Materials (101-18-20)	\$ (17,457)
Maintenance & Repairs (101-18-20)	\$ (29,203)
Contractual Services (101-18-20)	\$ (3,313)
New Total Expenditure	<b>\$ 170,972</b>

A net reduction of \$303,603. This budget amendment will reallocate the remaining available budget from the Public Works-Building Maintenance Department into the newly created Fleet & Facilities Department to align with the reorganization chart.

**Budget Amendment #5: General Fund-Public Works-Streets & Drainage Expenditures**

**FY 2024 Budget Book (Pages 149-151)**

Original Budget	\$ 1,296,986
Operational Salary (101-18-15-5101)	\$ (79,350)
Social Security (101-18-15-5150)	\$ (6,100)
Retirement (101-18-15-5151)	\$ (10,800)
Group Insurance (101-18-15-5155)	\$ (4,700)
New Total Expenditure	<b>\$ 1,196,036</b>

A net reduction of \$100,950. This budget amendment will reallocate salary savings, due to vacant positions, into the newly created Fleet & Facilities Department to support newly created positions.

***Summary:***

***Budget amendment #1 is an increase of \$519,628 and Budget amendments #2-5 are a reduction of \$519,628 with a total net \$0 impact.***

**Budget Amendment #6: General Fund-Revenue****FY 2024 Budget Book (Pages 63-64)**

Original Total Revenue Budget	\$ 16,808,664
Sale of Fixed Assets (101-00-00-4512)	\$ <u>178,000</u>
New Total Revenue	<b>\$ 16,986,664</b>

An increase in revenue due to proceeds from a sale of fixed assets of \$178,000. This budget amendment will increase revenue to offset the expenditures for proposed Budget Amendments 7 and 8, equaling \$178,000.

**Budget Amendment #7: General Fund-Information Technology Expenditures****FY 2024 Budget Book (Pages 127-128)**

Original Budget	\$ 722,042
Operational Salary (101-07-00-5101)	\$ 56,000
Social Security (101-07-00-5150)	\$ 4,300
Retirement (101-07-00-5151)	\$ 7,500
Group Insurance (101-07-00-5155)	\$ <u>2,200</u>
New Total Expenditure	<b>\$ 792,042</b>

An increase of \$70,000. This budget amendment will allocate funds for a newly reclassified GIS Analyst to GIS Manager position.

**Budget Amendment #8: General Fund-Finance - Utility Customer Service Expenditures****FY 2024 Budget Book (Pages 121-124)**

Original Budget	\$ 1,285,513
Office Rental (101-05-05-5402)	\$ 33,000
Capital Outlay (101-05-00-6000)	\$ <u>75,000</u>
New Total Expenditure	<b>\$ 1,393,513</b>

This is an increase of \$108,000. The above budget amendments will allocate the proceeds from the sale of fixed assets to cover expenditures related to the remodel of the downtown drive-thru location to support the relocation of the Utility Customer Service Department.

***Summary:***

***Budget Amendment #6 is an increase in revenue of \$178,000 and amendments #7 & #8 are an increase in expenditure of \$178,000. A total net impact of \$0.***

**Budget Amendment #9: General Fund-Library Expenditures****FY 2024 Budget Book (Pages 155-157)**

Original Budget	\$ 884,571
Supplies (101-21-00-5201)	\$ 1,300
Books (101-21-00-5231)	\$ 3,000
Dues, Subscriptions, & Pub (101-21-00-5615)	\$ <u>2,300</u>
New Total Expenditure	<b>\$ 891,171</b>

This budget amendment will allocate funds from the Library Board Fund into the General Fund to cover additional expenditures resulting in a zero impact to the General Fund.

**Budget Amendment #10: Library Board Fund Expenditures****FY 2024 Budget Book (Page 92)**

Original Budget	\$ 17,500
Supplies (505-81-00-5201)	\$ 1,300
Books (505-81-00-5231)	\$ 3,000
Dues, Subscriptions, & Pub (505-81-00-5615)	\$ <u>2,300</u>
New Total Expenditure	<b>\$ 24,100</b>

An increase in expenses of \$6,600. The budget amendment will allocate funds to the General Fund, using available fund balance, to cover additional operating expenditures on the line item shown above.

**Summary:**

**Budget amendment #9 is an increase in expense of \$6,600, while the revenue is received from the Library Board Fund in an amount of \$6,600 for a net impact of \$0 to the General Fund.**

**Budget Amendment #11: General Fund – Police – Code Enforcement Expenditures****FY 2024 Budget Book (Pages 134-139)**

Original Budget	\$	102,063
Personnel Costs	\$	(56,600)
Supplies & Materials	\$	( 3,000)
Maintenance & Repairs	\$	( 2,250)
Contractual Services	\$	(15,600)
Other Charges	\$	<u>(2,950)</u>
New Total Expenditure	\$	<b>21,663</b>

This is a decrease in expenditures of \$80,400. This budget amendment will reallocate the remaining available budget to Development Services – Building Inspections to align with the reorganization chart.

**Budget Amendment #12: Development Services Fund – Building Inspections Expenditures****FY 2024 Budget Book (Page 80-82)**

Original Budget	\$	562,328
Personnel Costs	\$	56,600
Supplies & Materials	\$	3,000
Maintenance & Repairs	\$	2,250
Contractual Services	\$	15,600
Other Charges	\$	<u>2,950</u>
New Total Expenditure	\$	<b>642,728</b>

This is an increase in expenditures of \$80,400. This budget amendment will reallocate the remaining available budget from the General Fund – Police - Code Enforcement Department into Building Inspections to align with the reorganization chart.

***Summary:***

***Budget amendment #11 is a decrease in expenditure of \$80,400 and amendment #12 is an increase in expenditure of \$80,400. A total net impact of \$0.***

**Budget Amendment #13: Vehicle and Equipment Replacement Fund Expenditures****FY 2024 Budget Book (Pages 83-84)**

Original Budget	\$ 1,804,068
Equipment (380-00-00-6010)	\$ <u>120,000</u>
New Total Expenditure	<b>\$ 1,924,068</b>

This budget amendment is to appropriate phase one of adding security cameras to the parks to reduce vandalism, to protect city assets, as well as the public. Cameras would be placed in common areas as well as park entrances and exits. This budget amendment would be using the available fund balance meant for programs such as this.

**Budget Amendment #14: Vehicle and Equipment Replacement Fund Balance**

Vehicle and Equipment Replacement Fund Balance	
As of 03/31/2024	\$ 4,601,577
Equipment (380-00-00-6010)	\$ <u>(120,000)</u>
New Fund Balance	<b>\$ 4,481,577</b>

***Summary:***

***Budget amendment #13 is an increase in expense of \$120,000 using available fund balance and budget amendment #14 shows the revised fund balance after being reduced by \$120,000.***

**Budget Amendment #15: Streets Maintenance Fund - Revenue****FY 2024 Budget Book (Page 100)**

Original Budget	\$ 810,000
Sales Tax (110-00-00-4006)	\$ <u>1,393,153</u>
New Total Revenue	<b>\$ 2,203,153</b>

This is an increase in revenue of \$1,393,153. This budget amendment will allocate anticipated revenue for the newly implemented street maintenance tax which went into effect April 2024. The amount of sales tax received by the Street Maintenance fund is 3/8 of 1 cent.



**Budget Amendment #16: Bastrop Economic Development Corp Fund – Revenue****FY 2024 Budget Book (Pages 85-86)**

Original Budget	\$ 4,746,140
Sales Tax (601-00-00-4006)	<u>\$ (1,393,153)</u>
New Total Revenue	<b>\$ 3,352,987</b>

This is a decrease in revenue of \$1,393,153. This budget amendment will decrease revenue by \$1,393,153 because of the newly implemented street maintenance tax which went into effect April 2024. The amount of sales tax received by BEDC will now be 1/8 of 1 cent.

**Budget Amendment #17: Bastrop Economic Development Corp Fund Expenditures****FY 2024 Budget Book (Pages 85-86)**

Original Intergovernmental Budget	\$ 50,000
Main St Program Support (601-70-00-5596)	<u>\$ (25,000)</u>
New Intergovernmental Total Expenditure	<b>\$ 25,000</b>

This is a decrease of \$25,000 in expenses. This amendment would unallocate previously appropriated funds from Bastrop Economic Development Fund into the Hotel Occupancy Tax Fund in support of Main Street Programs.

**Budget Amendment #18: Hotel Occupancy Tax Fund - Revenues****FY 2024 Budget Book (Page 78-79)**

Original Intergovernmental Budget	\$ 50,000
BEDC Admin Services (501-00-00-4493)	<u>\$ (25,000)</u>
New Intergovernmental Total Revenue	<b>\$ 25,000</b>

This is a reduction in revenue of \$25,000. This amendment would unallocate previously appropriated funds from Bastrop Economic Development Fund into the Hotel Occupancy Tax Fund in support of Main Street Programs.

**Budget Amendment #19: Hotel Occupancy Tax Fund - Revenues****FY 2024 Budget Book (Page 78-79)**

Original Motel/Hotel Tax (HOT) Revenue Budget	\$ 4,000,000
Motel/Hotel Tax Receipts (501-00-00-4007)	\$ <u>(750,000)</u>
New Motel/Hotel Tax Receipts Total Revenue	<b>\$ 3,250,000</b>

This is a reduction in revenue of \$750,000. This amendment would reduce the anticipated amount of Motel/Hotel tax receipts based on current data. This reduces HOT tax receipts budgeted number by 24% to align with trending HOT tax and sales tax actual receipts more closely.

**Budget Amendment #20: Hotel Occupancy Tax Fund - Organizational Expenditures****FY 2024 Budget Book (Page 164-167)**

Original Destination Marketing Corp (DMO) Budget	\$ 1,293,700
Destination Marketing Corp (501-80-00-5576)	\$ <u>(282,500)</u>
New DMO Total Expenditure	<b>\$ 1,011,200</b>

This is a reduction of \$282,5000 in expenditures. Visit Bastrop's contract states the City will target 35% of HOT revenue minus the provision of payment satisfying the City's outstanding debt secured by HOT funds. This amendment also includes a reduction of \$20,000 for special event funding, from \$75,000 to \$55,000. The revised annual contribution, which includes \$55,000 for special event funding, is \$1,011,200.

**Budget Amendment #21: Development Services Fund – Planning Expenditures****FY 2024 Budget Book (Page 80-82)**

Original Budget	\$ 711,000
Professional Services (108-15-06-5505)	\$ <u>137,000</u>
New Total Expenditure	\$ <b>848,000</b>

This is an increase in expenditures of \$137,000. This budget amendment will allocate funds for Dial Development Services oversight of Valverde Phases 1 and 2 using available fund balance. The revenue, which would offset these expenditures, was received in FY 2023, so these dollars would be moved from Development Services Fund Balance. Previously, these amounts were assessed as part of Engineering in the General Fund. When Development Services was made a special revenue fund, these costs were to be included in an in-house staffer. However, we have been unsuccessful at recruitment.

**Budget Amendment #22: Development Services Fund Balance**

Development Services Fund Balance	
As of 03/31/2024	\$ 1,719,538
Professional Services (108-15-06-5505)	\$ <u>(137,000)</u>
New Fund Balance	\$ <b>1,582,538</b>

***Summary:***

***Budget amendment #21 is an increase in expense of \$137,000 using available fund balance and budget amendment #22 show the revised fund balance after being reduced by \$137,000.***

**ORDINANCE NO. 2024-05**

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

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

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

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

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

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

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

**READ and APPROVED** on First Reading on the 9th day of April 2024.

**READ and ADOPTED** on Second Reading on the 23rd day of April 2024.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney



# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

Hold a public hearing and consider action to approve the first 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.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

Bastrop Colorado Bend, LLC, has requested 312.6 acres to be deannexed from city limits. The City previously met with Council in executive session, and Council approved the request to move forward. The City is required to hold a public hearing for the disannexation from the city limits.

The City and Owner entered into that certain Development and Annexation Agreement dated effective June 22, 2021 and adopted by City Resolution No. R-2021-57 (the "Original Agreement"), as amended by that certain First Amendment to the Development and Annexation Agreement dated effective July 12, 2022 and approved by City Resolution No. R-2022-56 (the "First Amendment"), and as further amended by that certain Second Amendment to the Development and Annexation Agreement dated May 22, 2023 and approved by City Resolution No. R-2023-73 (the "Second Amendment"), regarding development and annexation of certain property owned by Bastrop Colorado Bend, LLC.

**FISCAL IMPACT:**

City will refund property tax paid during the time of annexation within 180 days..

**RECOMMENDATION:**

Hold a public hearing and consider action to approve the first 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.

**ATTACHMENTS:**

1. Ordinance No. 2024-12

## CITY OF BASTROP, TEXAS

## ORDINANCE NO. 2024-\_\_\_\_

## DISANNEXATION OF COLORADO BEND

AN ORDINANCE 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 LAND AND SOUTHEAST OF THE COLORADO RIVER; AMENDING THE BOUNDARIES OF THE CITY TO EXCLUDE THE LAND; DIRECTING THE CITY SECRETARY TO NOTIFY THE TEXAS COMPTROLLER OF THE CHANGE IN BOUNDARIES; AUTHORIZING A REFUND OF TAXES AND FEES UPON DISANNEXATION AS REQUIRED BY LAW; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, EFFECTIVE DATE, PROPER NOTICE, AND MEETING.

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, 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,** pursuant to Texas Local Government Code Section 43.142, the City may disannex an area according to rules as may be provided by the City Charter, and Charter Section 2.03 allows for an area to be disannexed by ordinance after notice and a public hearing whenever the Council determines the area is not suitable or necessary for City purposes; and

**WHEREAS,** the 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, as more particularly described in Exhibit “A” (the “Property”) attached hereto and incorporated herein, was annexed into the City Limits in 2022 by Ordinance No. 2022-04; and

**WHEREAS,** the City and Bastrop Colorado Bend, LLC (the “Owner”) previously entered into that certain Mutual Release and Termination of Development and Annexation Agreement, effective April 15, 2024 (the “Termination Agreement”), pertaining to the Property, and pursuant to Section 3 of the Termination Agreement the Owner requested and the City agreed to take all necessary action to disannex the Property; and

**WHEREAS**, the City Council, after notice and a public hearing, finds that the Property is not suitable or necessary for City purposes and desires to discontinue said Property as part of the City and to disannex, for full purposes, the Property from the City limits and upon disannexation to exclude the Property from the City's ETJ.

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

- Section 1. Findings of Fact:** The foregoing recitals are incorporated into this Ordinance ("Ordinance") by reference as findings of fact as if expressly set forth word-for-word herein.
- Section 2. Disannexation:** The Property is hereby discontinued as part of the City and disannexed, for full purposes, from the City limits. Upon disannexation, the Property shall not be included within the City limits or the City's ETJ.
- Section 3. Amended City Map:** The City Council hereby directs that the official City map be amended to show the change in boundaries to exclude the Property and that a certified copy of this Ordinance and the amended map of the City's boundary be filed with the County Clerk of Bastrop County, Texas.
- Section 4. Notice to Comptroller:** The City Council hereby directs that a certified copy of this Ordinance and the amended map of the City's boundary be provided to the Sales and Tax Division of the Texas Comptroller's Office.
- Section 5. Taxes and Fees Refund:** The City Council hereby directs that, upon disannexation of the Property, a refund of property taxes and fees shall be calculated and issued, if any is owed, in accordance with Texas Local Government Code Section 43.148.
- Section 6. Repealer:** To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.
- Section 7. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction



over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**Section 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, its Code of Ordinances, and the laws of the State of Texas.

**Section 9. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**READ & ACKNOWLEDGED on First Reading** by the City Council of the City of Bastrop, on this, the \_\_\_\_ day of \_\_\_\_\_, 2024.

**PASSED & APPROVED on Second Reading** by the City Council of the City of Bastrop, on this, the \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

by: \_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

**Exhibit "A"**

Property Description

The approximately 312.61 acres of land, 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, as more particularly described in the attached field notes and accompanying sketch (excluding the approximately 35.5 acres described in such field notes and sketch that is comprised of a portion of the Colorado River).

DRAFT

### FIELD NOTES

**THAT PORTION OF THE STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2, BASTROP COUNTY, TEXAS, BEING A PART OF THAT 546.364 ACRE TRACT OF LAND CONVEYED TO BASTROP COLORADO BEND, LLC BY DEED RECORDED IN DOCUMENT NUMBER 202112664, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.TX.) AND A PORTION OF THE COLORADO RIVER; MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGIN** at a 1/2 inch iron rod found at the intersection of the north right-of-way line of Margie's Way (60' R.O.W.) and the west right-of-way line of Lovers Lane (R.O.W. Varies) monumenting an eastern corner of the above referenced 546.364 acre tract for an eastern corner of the herein described tract;

**THENCE**, along a southern line of said 546.364 acre tract, the north line of River Meadows, Phase 1 according to the plat thereof recorded in Cabinet 4, Slide 16-B, Plat Records of Bastrop County, Texas (P.R.B.C.TX.) and the north line of River Meadows, Phase 2 according to the plat thereof recorded in Cabinet 4, Slide 89-B, P.R.B.C.TX., and across said 546.364 acre tract, N77°48'10"W passing at a distance of 3012.19 feet a 1/2 inch iron rod found at the northeast corner of said River Meadows, Phase 2, and continuing on for a total distance of 3418.73 feet, for an inside corner of the herein described tract of land;

**THENCE**, continuing across said 546.364 acre tract, the following two (2) courses and distances:

- 1) S12°59'16"W a distance of 721.89 feet to a calculated point for a corner and;
- 2) N77°00'44"W a distance of 2890.84 feet to a calculated point on the top of low bank of the Colorado River, for a western corner of the herein described tract;

**THENCE**, along the common line of said 546.364 acre tract and said top of low bank of the Colorado River, the following sixteen (16) courses and distances:

- 1) N04°27'12"W a distance of 205.83 feet to a calculated point for a corner;
- 2) N23°56'49"E a distance of 405.92 feet to a calculated point for a corner;
- 3) N31°55'03"E a distance of 492.65 feet to a calculated point for a corner;
- 4) N42°19'52"E a distance of 761.71 feet to a calculated point for a corner;
- 5) N24°20'02"E a distance of 76.48 feet to a calculated point for a corner;
- 6) N76°42'21"E a distance of 215.54 feet to a calculated point for a corner;
- 7) S82°26'37"E a distance of 136.05 feet to a calculated point for a corner;
- 8) S71°34'16"E a distance of 245.56 feet to a calculated point for a corner;
- 9) S84°53'14"E a distance of 113.77 feet to a calculated point for a corner;
- 10) S82°27'35"E a distance of 66.95 feet to a calculated point for a corner;
- 11) S76°43'02"E a distance of 57.36 feet to a calculated point for a corner;
- 12) S57°42'57"E a distance of 45.23 feet to a calculated point for a corner;
- 13) S41°47'14"E a distance of 98.85 feet to a calculated point for a corner;
- 14) S86°03'31"E a distance of 334.43 feet to a calculated point for a corner;
- 15) S89°43'45"E a distance of 427.61 feet to a calculated point for a corner;
- 16) N85°04'35"E a distance of 461.81 feet to a calculated point for a corner;

348.1 ACRES  
STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2  
BASTROP COUNTY TEXAS  
ANNEXATION SURVEY

**THENCE**, across said Colorado River, N04°39'34"W a distance of 535.42 feet to the southwest corner of The Final Plat of Pecan Park, Section 2 according to the plat thereof recorded in Cabinet 7, Slides 29-A - 30-A, P.R.B.C.TX.;

**THENCE**, along the north line of said Colorado River and the south line of said Pecan Park, Section 2, the following seven (7) courses and distances:


- 1) N84°06'49"E a distance of 554.84 feet;
- 2) N74°14'36"E a distance of 638.98 feet;
- 3) N70°04'04"E a distance of 506.08 feet;
- 4) N75°55'45"E a distance of 346.22 feet;
- 5) N79°50'42"E a distance of 670.03 feet;
- 6) N65°43'00"E a distance of 758.29 feet;
- 7) N75°40'31"E a distance of 481.30 feet;

**THENCE**, across said Colorado River, S29°43'36"E a distance of 281.95 feet to a calculated point at the northeast corner of said 546.364 acre tract, same being at the apparent northwest corner of a called 5.098 acre tract of land conveyed to James Mikulenka and Cindy Mikulenka by deed recorded in Volume 2336, Page 69, O.P.R.B.C.TX., for the northeast corner of the herein described tract of land;

**THENCE**, along the common line of said 5.098 acre tract and said 546.364 acre tract, S10°27'05"W, passing at a distance of 100.00 feet a capped 1/2 inch iron rod set stamped "CBD SETSTONE" for reference, and continuing for a total distance of 465.77 feet to a 1/2 inch iron rod found on the northern right-of-way line of said Lovers Lane monumenting the southwest corner of said 5.098 acre tract, for an angle point of the herein described tract;

**THENCE**, along the common line of said 546.364 acre tract and the west right-of-way line of Lovers Lane, S10°55'05"W a distance of 3056.71 feet to the **POINT OF BEGINNING** and containing 348.1 acres of land.

This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY:  \_\_\_\_\_

1/25/2022

Stephen R. Lawrence, R.P.L.S. No. 6352  
**Carlson, Brigance & Doering, Inc.**  
Firm ID #10024900  
12129 RR 620 N. Ste. 600  
Austin, Texas 78750  
(512) 280-5160 (512) 280-5165 (Fax)  
stephen@cbdeng.com



BEARING BASIS: TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

SKETCH TO ACCOMPANY FIELD NOTES

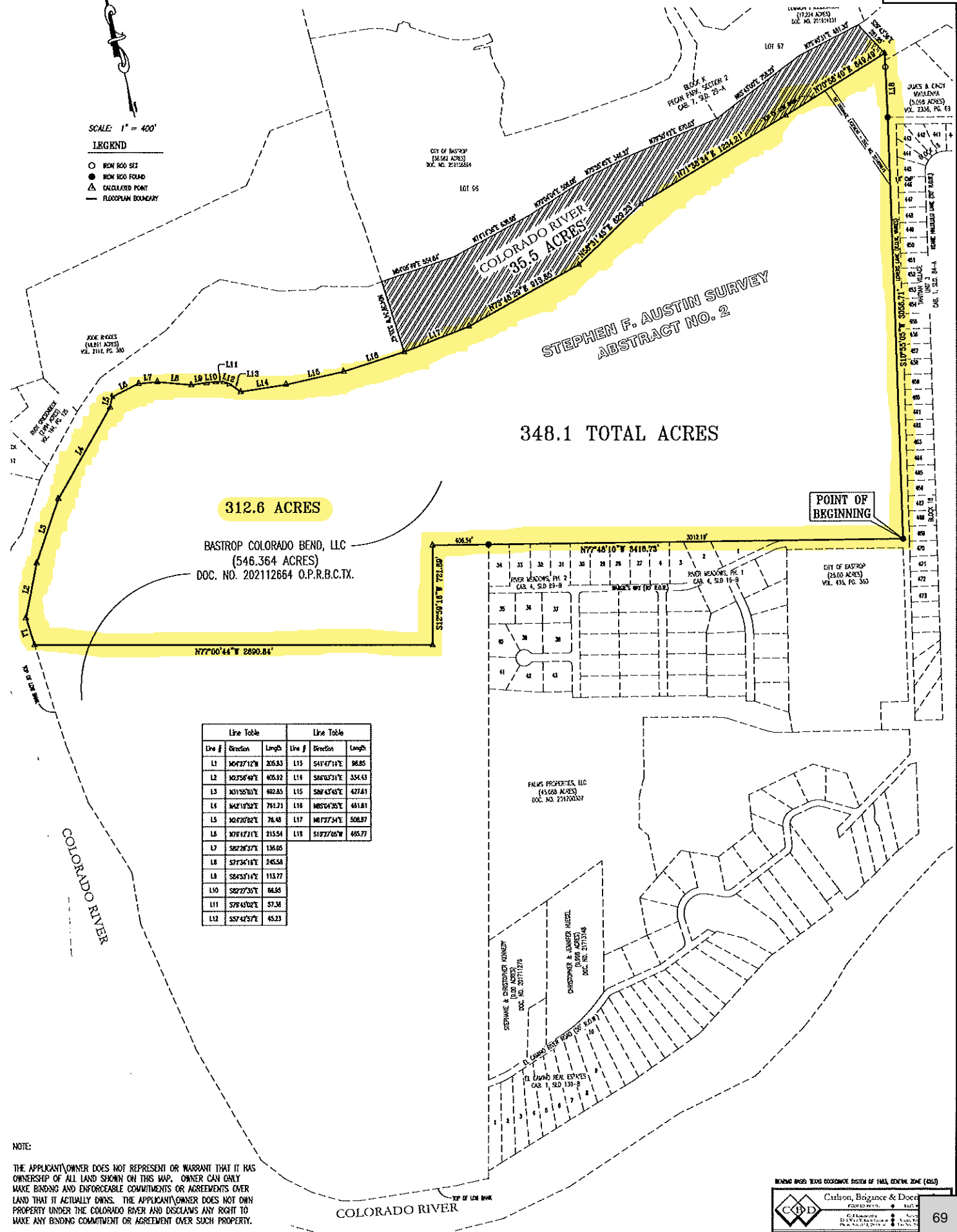
BASTROP COUNTY  
STEPHEN F. AUSTIN SURVEY, ABSTRACT NUMBER 2

Item 9A.

SCALE: 1" = 400'

LEGEND

- IRON ROD SET
- IRON ROD FOUND
- △ CALCULATED POINT
- FLOODPLAIN BOUNDARY



312.6 ACRES

BASTROP COLORADO BEND, LLC  
(546.364 ACRES)  
DOC. NO. 202112664 O.P.R.B.C.TX.

348.1 TOTAL ACRES

POINT OF BEGINNING

Line #	Direction	Length	Line #	Direction	Length
L1	N0°27'12"W	235.53	L13	S41°47'11"E	98.85
L2	N03°56'49"E	405.92	L14	S86°03'31"E	354.43
L3	N01°50'01"E	492.65	L15	S89°43'46"E	427.61
L4	N02°13'52"E	781.21	L16	N85°04'35"E	481.81
L5	N04°23'02"E	76.48	L17	N01°27'34"E	508.87
L6	N09°12'11"E	215.54	L18	S10°27'06"W	465.77
L7	S82°28'37"E	136.05			
L8	S73°34'18"E	265.58			
L9	S8°53'14"E	113.77			
L10	S82°27'30"E	84.86			
L11	S79°45'02"E	57.36			
L12	S37°42'57"E	45.23			

NOTE:  
THE APPLICANT/OWNER DOES NOT REPRESENT OR WARRANT THAT IT HAS OWNERSHIP OF ALL LAND SHOWN ON THIS MAP. OWNER CAN ONLY MAKE BINDING AND ENFORCEABLE COMMITMENTS OR AGREEMENTS OVER LAND THAT IT ACTUALLY OWNS. THE APPLICANT/OWNER DOES NOT OWN PROPERTY UNDER THE COLORADO RIVER AND DISCLAIMS ANY RIGHT TO MAKE ANY BINDING COMMITMENT OR AGREEMENT OVER SUCH PROPERTY.



# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

Consider action to approve Resolution No. R-2024-43 of the City Council of the City of Bastrop, Texas, approving and authorizing the execution of a Lease Agreement between the Bastrop Christian Church and the City for the property located at 600 Spring Street, as attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

City Hall has reached a capacity with office space. In 2019, the City expanded into the unfinished portions of the existing City Hall footprint. With the growth, we have added staff and filled all the office space inside City Hall. The Bastrop Christian Church owns a drive-thru building at the corner of Spring Street and Church Street. The lease agreement proposed is for the Drive-thru building located at 600 Spring Street. The building consists of 708 square feet of office space with three drive-thru bays.

The intent of this space is to be used to relocate the City's Utility Billing Department from City Hall to this location to serve customers. A small lobby and the addition of a drive-thru will add to the availability of customer service during peak times. The relocation of 4 staff members and all the necessary equipment to continue or enhance the customer service experience.

With the Lease agreement, we have included two parking lots owned by the Church. These parking lots will be used for public parking and staging for City events. The Church will retain use of the parking lots on Sundays between 6:00 AM and 10:00 PM for the purpose of parking for the Church.

**FISCAL IMPACT:**

The lease has a direct impact of \$4,000.00 per month for a 10-year term. The monthly rent will increase by \$600.00 every two (2) years, as attached in the Lease Agreement. The funding for this FY 2024 has already been allocated.

**RECOMMENDATION:**

Authorize the City Manager to execute a Lease Agreement between the Bastrop Christian Church and the City for the property located at 600 Spring Street, as attached as Exhibit A of the Lease Agreement.

**ATTACHMENTS:**

1. Resolution No. R-2024-43
2. Lease Agreement

**LEASE AGREEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF BASTROP     §

This Lease Agreement (the “**Agreement**”) is made and entered by and between **BASTROP CHRISTIAN CHURCH**, a Texas nonprofit corporation (“**Landlord**”), and **THE CITY OF BASTROP**, a Texas home-rule municipality (“**Tenant**” or “**City**”). Landlord and Tenant may be referred to jointly herein as the “**Parties**” and individually as a “**Party.**”

**RECITALS**

- A. Landlord owns the following tracts of land, each being a portion of land out of Building Block 7 (West of Main Street) in the City of Bastrop, Texas, according to the map of said city as recorded in Plat Cabinet 1, Page 23A, Bastrop County Plat Records and being a part of those certain tracts described in a deed from The First National Bank of Bastrop to Bastrop Christian Church, recorded on October 14, 2021, as Document Number 202122344 in the Official Public Records of Bastrop County (collectively, the “**Premises**”), which are depicted informally in Exhibit A, for reference:
  - 1. The property located at 600 Spring Street, Bastrop, Texas 78602, and identified by Bastrop County Appraisal District ID 33652, being an approximately 0.2440-acre tract of land, and including the approximately 708 square feet building and attached drive-through (totaling approximately 10,628 square feet), and all improvements upon said property (collectively, this property and improvements upon it are referred to as the “**Building**”); and
  - 2. The two properties on which parking lots are constructed to the north of the Building, being the properties identified by Bastrop County Appraisal District ID 33638 and 33666, being the approximately 0.1720-acre and 0.1790-acre tracts of land, respectively (collectively referred to as the “**Parking Facilities**”).
- B. Tenant seeks possession and use of the Premises under this Agreement for the purposes of municipal operations, including office space for a customer service area for the City’s Utility Billing Department, and parking for municipal and public parking purposes.
- C. Landlord and Tenant have agreed that Tenant may use Premises for such purposes on the terms and conditions provided herein.

## AGREEMENT

**NOW THEREFORE**, in consideration of these premises, the mutual covenants set forth herein and other good and valuable consideration, the Parties hereby agree as follows:

1. **Grant of Lease and Purpose.** Landlord hereby grants to Tenant the exclusive right, privilege, and permission to possess and use Premises for the purposes described in this Agreement, including, but not limited to:
  - 1.1. *Building.* Tenant is hereby granted exclusive use of the Building and may use the Building for municipal operations, including but not limited to office space, a customer service area for the City's Utility Billing Department, and for other municipal purposes.
  - 1.2. *Parking Facilities:* Tenant may use the Parking Facilities for providing parking for its officers, employees, agents, contractors, and visitors to the Premises, and also for providing public parking and staging for City events, including placement of signage and traffic control devices or other appurtenances related to the Tenant's use of the Premises.
    - 1.2.1. *Parking on Sundays.* Notwithstanding Tenant's use and possession of the Parking Facilities under this lease, the Landlord shall retain use of the Parking Facilities on Sundays between 6:00 AM and 10:00 PM for the purpose of providing parking for its officers, employees, agents, contractors, and visitors to Landlord's Parking Facilities and Landlord's other properties located nearby for Landlord's events, including regular Sunday religious services.
    - 1.2.2. If the Landlord desires to use the Parking Facilities for the Landlord's religious services or other events other than during the Landlord's retained Sunday use times, the Landlord may submit a request in writing to the Tenant for such use at least ten (10) days in advance specifying the dates and times of requested use. The Tenant shall not unreasonably delay or withhold its approval of Landlord's request for additional use of the Parking Facilities for Landlord's religious services or other events.
  - 1.3. The Landlord shall provide the Tenant with all keys to the Premises on or before the commencement of the lease term.
  - 1.4. The Landlord shall not interfere with Tenant's use and possession of the Premises under the terms of this Agreement.
2. **Term.** The term of this Agreement shall commence on March 1, 2024, and continue for a period of ten (10) years ("**Term**"). Upon the expiration of the Term, this Agreement automatically renews on a month-to-month basis unless this Agreement is:
  - a) renewed for a different term by the mutual written consent of the Landlord and the Tenant; or



- b) terminated by written notice delivered by either Party or by mutual written consent of the Parties consistent with the termination provisions of this Agreement.
3. **Termination.** This Agreement may be terminated prior to the expiration of the Term only by mutual written consent, duly executed by both of the Parties, or upon the following conditions:
- 3.1. *Termination for Non-Appropriation.* This Agreement is a commitment of City's current revenues only. The City intends to use its best efforts to secure funds necessary for its performance under this Agreement in future fiscal years; however, the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to fulfill the Tenant's obligations under this Agreement. The City may terminate for such non-appropriation of sufficient funds by giving the Landlord a written notice of termination at the end of the City's then-current fiscal year. In the event of such termination due to non-appropriation, the termination of this Agreement shall take effect upon ninety (90) days' written notice to the Landlord ("**Termination Date**").
- 3.2. *Effect of Termination.* In the event of termination:
- 3.2.1. Tenant shall vacate the Premises and return all keys to the Premises to the Landlord on the Termination Date.
- 3.2.2. Any improvements to the Premises not removed by the Tenant by or before the Termination Date shall become the property of the Landlord.
- 3.2.3. Landlord may retain, destroy, or dispose of any personal property of the Tenant left on the Premises after the Termination Date.
- 3.2.4. In the event this Agreement is terminated prior to the expiration of the Term, the Landlord shall pay to the Tenant the remaining balance of the Tenant Improvement Allowance, if any, either:
- a) as a lump sum due within ninety (90) days of the Termination Date; or
  - b) in monthly installments in accordance with the schedule for how such Tenant Improvement Allowance was to be applied as a credit towards Rent under the executed addendum establishing such Tenant Improvement Allowance.

#### 4. **Rent and Security Deposit.**

- 4.1. *Rent.* As consideration for the use and possession of the Premises under this Agreement, the Tenant shall pay rent to the Landlord in the total amount of \$4,000.00 per month ("**Rent**"), less any applicable amount of Tenant Improvement Allowance agreed by the Parties to be applied as a credit towards Rent, in accordance with the terms of the

executed addendum establishing such Tenant Improvement Allowance. This Rent amount is based on a payment of \$2,500.00 per month for the Building and \$1,500.00 per month for the Parking Facilities.

- 4.2. During the Term of this Agreement, the monthly Rent shall increase by the amount of \$600.00 every two (2) years, such that the Rent shall be as follows, effective on the dates shown below:

March 1, 2024	\$4,000.00 per month
March 1, 2026	\$4,600.00 per month
March 1, 2028	\$5,200.00 per month
March 1, 2030	\$5,800.00 per month
March 1, 2032	\$6,400.00 per month

- 4.3. The Tenant shall pay Rent on or before the first day of each month by check issued to the Landlord’s address provided in the notice provisions of this Agreement. The Parties agree that the Rent payments shall be subject to the provisions of Texas Government Code Chapter 2251. In consideration of the Landlord providing the Tenant with access to the Premises prior to the Effective Date of this Agreement, the Tenant shall pay the Landlord the Rent amount for the period between March 1, 2024, and April 30, 2024, no later than thirty (30) days after the Effective Date of this Agreement.

- 4.4. *Security Deposit.* The Landlord hereby acknowledges receipt of a security deposit (“**Security Deposit**”) in the amount of \$5,000.00 from the Tenant, which Tenant paid at the time of entering the separate letter of intent between the Parties referred to as the Intent to Lease Commercial Real Estate, dated February 5, 2024 (“**Letter of Intent**”). The Security Deposit is intended by the Parties to secure performance under this Lease Agreement and shall be governed by the provisions of state law regarding such security deposits under Texas Property Code Chapter 93. The Landlord shall refund the Security Deposit to the Tenant not later than the sixtieth (60<sup>th</sup>) day after the date the Tenant surrenders the Premises, either upon expiration of the Term or termination of the Agreement. The Landlord may deduct from the Security Deposit charges and damages (beyond normal wear and tear) for which the Tenant is legally liable under this Agreement, subject to the Landlord providing the Tenant with a written description and itemized list of all deductions, including supporting documentation such as estimates or quotes regarding the costs of repairs for any alleged damages.

5. **Utilities.**

- 5.1. The Tenant shall arrange for and pay for all utility services necessary for the Tenant’s use of the Premises, including water, sewer, gas, electric, and waste disposal services. The Tenant shall coordinate with utility providers for transfer of such utility accounts for the Premises to the Tenant for direct billing to and payment by the Tenant.

6. **Representations and Warranties of Landlord regarding the Premises.**

- 6.1. Landlord represents and warrants that Landlord is the sole owner of the land and improvements comprising the Premises and has full rights to enter into this lease.
- 6.2. Landlord represents and warrants that no title encumbrance on the land or improvements comprising the Premises prohibits or interferes with Tenant's use and possession of the Premises under this Agreement.
- 6.3. Landlord represents and warrants that no buildings or other structures located on the Premises contain any asbestos-containing material or presumed asbestos-containing material as defined by OSHA regulations, nor any lead-based paint or lead-based paint hazards.
- 6.4. The Tenant has inspected the Premises and accepts the Premises in the present condition on the Effective Date of this Agreement for the purposes of this lease.

7. **Improvements by Landlord.** This Agreement shall not be construed to limit the power of Landlord to alter or improve the Premises; provided, however, Landlord agrees to give Tenant at least thirty (30) days advance written notice of any proposed alteration or improvement and to coordinate with Tenant so as not to unreasonably interfere with Tenant's use and possession of the Premises during any construction, repair, or maintenance of such alteration or improvement by the Landlord and its officers, employees, agents, or contractors.

8. **Improvements by Tenant.** The Tenant shall have the right to make certain improvements to the Premises, subject to the review and approval by the Landlord of plans for such improvements, including but not limited to remodeling of the Building for compliance with the Americans with Disabilities Act, to serve the purposes of the Tenant under this lease, and making improvements such as lighting and re-paving of the Parking Facilities.

8.1. At least thirty (30) days prior to commencing any proposed improvements, the Tenant shall submit to the Landlord plans showing the proposed improvements to the Premises and an estimate of the probable costs of such improvements.

8.2. The Landlord shall review and respond to any submitted plans within ten (10) days of receipt. The Landlord's approval of proposed improvements shall not be unreasonably delayed or withheld.

8.3. For any improvements by the Tenant that are approved by the Landlord, the Tenant and Landlord shall agree in a duly executed written Tenant Improvement Allowance Addendum to this Agreement, substantially in the form attached hereto as Exhibit B-1, to the schedule by which the costs of such improvements shall be applied as a credit towards Rent.

9. **Signage.** During the Term of this Agreement, the Tenant may install on the Premises temporary or permanent signage to identify the Tenant's use of the Premises for the Term of

this Agreement. The Tenant may remove any existing signage from the Premises, including but not limited to the existing signage identifying the Building as “First National Motor Bank.”

## 10. Maintenance of the Premises.

- 10.1. *Routine Maintenance.* During the Term of this Agreement, the Tenant shall be responsible for the routine or minor repair, replacement, and maintenance of the Premises for items considered related to Tenant’s use and possession of the Premises and the normal wear associated with such use and possession necessary to keep the Premises in good and clean condition (“**Routine Maintenance**”), which may include repair, replacement, and maintenance such as: regular janitorial services for cleaning of the Premises; routine preventative maintenance and repair of mechanical, electrical, lighting, plumbing, heating, ventilation, and air-conditioning systems; and interior painting of the Building.
- 10.2. *Non-Routine Maintenance.* During the Term of this Agreement, the Landlord shall be responsible for major repair, replacement, and maintenance of the Premises for items that are not directly related to Tenant’s use and possession of the Premises and the normal wear associated with such use and possession (“**Non-Routine Maintenance**”), which may include repair, replacement, and maintenance such as repair, replacement, or maintenance of the Building roof, foundation, or structural soundness of the exterior. The Landlord shall act timely and diligently to provide for such Non-Routine Maintenance upon notification by the Tenant of any matters requiring such maintenance.
- 10.3. *Landscaping.* During the Term of this Agreement, the Tenant shall be responsible for any and all landscaping, including providing reasonable care and maintenance for any trees, grass, or other vegetation on the Premises to keep such landscaping in good condition.
- 10.4. The Tenant and Landlord may agree in a duly executed written Tenant Improvement Allowance Addendum to this Agreement to share or appropriately allocate responsibility or costs for such Routine or Non-Routine Maintenance or landscaping of the Premises under this Agreement, considering factors such as the remaining period of the Term of this lease and the relative costs and benefits to each Party from such maintenance or landscaping.
- 10.5. *Damages.* Tenant will be responsible for all costs of repairing or replacing any part of the Premises which was damaged or destroyed as a direct result of activities authorized by, or on behalf of, Tenant.

## 11. Partial or Total Destruction of Premises.

- 11.1. If the Premises are partially or totally damaged by casualty (i.e., fire, flood, hail, other natural causes, accidents, mishaps, etc.) so as to render the Premises not usable by the Tenant for the purposes of this Agreement, then:
- 11.1.1. If the Premises can be restored within ninety (90) days, the Landlord will, at its expense, restore the Premises, including any leasehold improvements on the Premises, to substantially the same condition that existed before the casualty and the Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property. If the Landlord fails to complete the portion of the restoration for which the Landlord is responsible within ninety (90) days from the date of written notification by the Tenant to the Landlord of the casualty, the Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.
- 11.1.2. If the Premises cannot be restored within ninety (90) days, the Landlord has an option to restore the Premises. If the Landlord chooses not to restore, the Landlord shall notify the Tenant in writing and this lease will terminate. If the Landlord chooses to restore, the Landlord will notify the Tenant in writing of the estimated time to restore and give the Tenant an option to terminate this lease by notifying the Landlord within ten (10) days. If the Tenant does not terminate this lease, the lease will continue and the Landlord will restore the Premises as provided above.
- 11.2. To the extent any portion of Premises are not usable by the Tenant for the purposes of this Agreement after the casualty, the Rent will be adjusted as may be fair and reasonable based on the proportion of the Building or Parking Facilities that are not usable by the Tenant for the purposes of this Agreement.

## 12. Insurance.

- 12.1. *Landlord's Insurance.* During the Term of this Agreement, the Landlord shall maintain adequate insurance coverage for the Premises at all times, including:
- 12.1.1. Property Insurance, including one-hundred percent (100%) replacement cost of the Building; and
- 12.1.2. General Liability Insurance, including bodily injury and property damage insurance coverage with respect to the Premises.
- 12.2. *Tenant's Insurance.* During the Term of this Agreement, the Tenant shall maintain adequate coverage under the City's policies with the Texas Municipal League Intergovernmental Risk Pool for its use and possession of the Premises at all times.

## 13. INDEMNITY. THE LANDLORD SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TENANT, ITS OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS FROM ANY INJURY AND

**ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, RELATED TO OR ARISING FROM A CONDITION, ACTIVITY, OR HAZARD ON THE PREMISES TO THE EXTENT SUCH CONDITION, ACTIVITY, OR HAZARD IS NOT SOLELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TENANT, ITS OFFICERS, EMPLOYEES, AGENTS, OR CONTRACTORS. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEPENDENT OF THE LANDLORD'S INSURANCE, WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, AND WILL SURVIVE THE END OF THE TERM OF THIS AGREEMENT.**

14. **Claims.** The Landlord shall promptly notify the Tenant in writing of any third-party claim or demand against the Landlord related to or arising from a condition, activity, or hazard on the portion of the Premises, or the Tenant's use and possession of the Premises. The Parties agree to cooperate with each other in any investigation, as applicable and appropriate, of any such claims or demands.
15. **Inspections.** Upon at least forty-eight (48) hours' notice to the Tenant, the Landlord and its officers, employees, agents, or contractors shall have the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, and providing general upkeep of the same and determining compliance with the provisions of this Agreement.
16. **Notice of Default; Opportunity to Cure.** In the event that either Party fails to comply with the terms and conditions as set forth herein, the non-defaulting Party may give to the defaulting Party written notice of the default by registered or certified mail, return receipt requested, to the address set forth below. The defaulting Party shall have thirty (30) days from the date of receipt of such notice to take action to remedy the default complained of (the "**Cure Period**"). If the default pertains to the Parties' respective maintenance obligations of the Premises and the defaulting Party does not remedy such maintenance-related default within the Cure Period, the non-defaulting Party may perform the maintenance or contract for the completion of the maintenance and the defaulting Party agrees to pay, within thirty (30) days after receipt of written demand by the non-defaulting Party the reasonable costs and expenses incurred by the non-defaulting Party in completing the maintenance obligation of the defaulting Party. Upon the failure of either Party to comply with the terms and conditions of this Agreement within the Cure Period, the non-defaulting Party shall have the right to enforce the terms and conditions of this Agreement by any and all legal or equitable relief to which the non-defaulting Party may be entitled.
17. **Notice.** Any notices or communications permitted or required herein must be in writing. Notice may, unless otherwise provided herein, be given or served:
- a) by depositing the same in the United States mail, postage paid, certified mail, and addressed to the Party to be notified, with return receipt requested,
  - b) by hand-delivering the same to such Party, or
  - c) when appropriate, by sending electronic mail to a designated e-mail address and addressed to the Party to be notified.

Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

Tenant: City of Bastrop  
 Attn: City Manager, Sylvia Carillo  
 1311 Chestnut Street  
 Bastrop, Texas 78602  
 Ph: (512) 332-8800  
 Fax: (512) 332-8819  
[scarrillo@cityofbastrop.org](mailto:scarrillo@cityofbastrop.org)

With a copy to: City Attorney  
 Alan Bojorquez  
 11675 Jollyville Road, Suite 300  
 Austin, Texas 78759  
 Ph: (512) 250-0411  
[alan@texasmunicipallawyers.com](mailto:alan@texasmunicipallawyers.com)

Landlord: Bastrop Christian Church  
 Attn: Treasurer  
 1106 Church Street  
 Bastrop, Texas 78602  
 Ph: (512) 321-6436  
[bastropcc.office@gmail.com](mailto:bastropcc.office@gmail.com)

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address, by giving the other party at least ten (10) days prior written notice of such change.

18. **Applicable Law and Venue.** This Agreement will be construed under the laws of the State of Texas. This Agreement is performable in Bastrop County, Texas. Mandatory venue for any action under this Agreement will be in the state court of appropriate jurisdiction for the action in Bastrop County, Texas.
19. **Alternative Dispute Resolution.** If any dispute between the Parties should arise from the performance of this Agreement, the Parties agree to mediate in good faith before filing a suit in court.

20. **Contractual Relationship.** The Landlord and Tenant are contracting parties under this Agreement. Nothing in this Agreement creates or shall be construed to create a partnership, joint venture, nor any principal-agent or employer-employee relationship between the Parties or any of their officers, employees, agents, or contractors.
21. **Assignability.** This Agreement shall be assignable only by a duly executed, written agreement of all Parties. The provisions of this Agreement may be enforced by the Parties hereto and their respective successors and assigns.
22. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive any immunities from suit or liability enjoyed by the City, its officers, employees, or agents. Nothing herein shall be construed as consent to suit by the City.
23. **Entire Agreement.** This Agreement, its exhibits, and any addenda or amendments thereto duly executed by both Parties, are the entire agreement of the Parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the Premises or the lease of the Premises by Landlord to Tenant, and neither Party is relying on any statements or representations of any Party or their respective agents that are not included in this Agreement, its exhibits, and any addenda or amendments thereto duly executed by both Parties.
24. **Amendment.** This Agreement may only be amended, modified, or terminated in writing by an instrument executed by both Parties.
25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

(Tenant Signature Next Page)



EXECUTED to be effective as of the Effective Date, which is the date last signed by a Party below (“**Effective Date**”).

**TENANT:**

**THE CITY OF BASTROP,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Name: Sylvia Carrillo  
Title: City Manager

STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024, by **Sylvia Carrillo**, as City Manager of the City of Bastrop, a Texas home-rule municipality, on behalf of said home-rule municipality.

\_\_\_\_\_  
Notary Public, State of Texas

(Landlord’s Signatures Next Page)

**LANDLORD: BASTROP CHRISTIAN CHURCH**

By: \_\_\_\_\_  
Printed Name: Jerry Davenport  
Title: Trustee of Bastrop Christian Church

By: \_\_\_\_\_  
Printed Name: Lawanda Simon  
Title: Trustee of Bastrop Christian Church

By: \_\_\_\_\_  
Printed Name: Joseph Clemons  
Title: Trustee of Bastrop Christian Church

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by **Jerry Davenport**, as Trustee of BASTROP CHRISTIAN CHURCH, on its behalf.

\_\_\_\_\_  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by **Lawanda Simon**, as Trustee of BASTROP CHRISTIAN CHURCH, on its behalf.

\_\_\_\_\_  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by **Joseph Clemons**, as Trustee of BASTROP CHRISTIAN CHURCH, on its behalf.

\_\_\_\_\_  
Notary Public Signature

### EXHIBIT A

### Depiction of Premises

Building = Green  
Parking Facilities = Blue



**EXHIBIT B-1**

**Tenant Improvements Allowance Addendum**

This Tenant Improvement Allowance Addendum (“Addendum”) is made and entered by and between **BASTROP CHRISTIAN CHURCH**, a Texas nonprofit corporation (“**Landlord**”), and **THE CITY OF BASTROP**, a Texas home-rule municipality (“**Tenant**” or “**City**”), as an addendum to Lease Agreement (the “**Agreement**”) between the Parties entered on \_\_\_\_\_, 2024, for certain Premises located at 600 Spring Street, Bastrop, Texas 78602. Defined terms used in this Addendum shall have the same meaning as in the Agreement.

1. The Landlord hereby approves the plans for the proposed improvements to the Premises to be completed by the Tenant, attached hereto as Exhibit B-2, and the amount of the estimate of probable costs of such improvements, as provided by the Tenant and attached here to as Exhibit B-3.
2. In consideration for the improvements to the Landlord’s Premises by the Tenant, the Landlord hereby establishes a “**Tenant Improvement Allowance**” (as defined herein) in the total amount of \$ \_\_\_\_\_, which shall be credited towards the Tenant’s monthly Rent obligation under the Agreement as follows:

<i>Month</i>	<i>Credit towards Rent</i>

3. In the event of termination of the Agreement prior to the application of the full amount of this Tenant Improvement Allowance as credits towards Rent, the Landlord shall pay to the Tenant the remaining balance of this Tenant Improvement Allowance, if any, either:
  - a) as a lump sum due within ninety (90) days of the Termination Date of the Agreement; or
  - b) in monthly installments in accordance with the schedule for how such Tenant Improvement Allowance was to be applied as a credit towards Rent under this Addendum.

(Tenant Signature Next Page)

**EXECUTED** to be effective as of the Effective Date, which is the date last signed by a Party below.

**TENANT:**

**THE CITY OF BASTROP,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Name: Sylvia Carrillo  
Title: City Manager

STATE OF TEXAS           §  
  §  
COUNTY OF BASTROP   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Sylvia Carrillo**, as City Manager of the City of Bastrop, a Texas home-rule municipality, on behalf of said home-rule municipality.

\_\_\_\_\_  
Notary Public, State of Texas

(Landlord’s Signatures Next Page)

**LANDLORD: BASTROP CHRISTIAN CHURCH**

By: \_\_\_\_\_  
Printed Name: Jerry Davenport  
Title: Trustee of Bastrop Christian Church

By: \_\_\_\_\_  
Printed Name: Lawanda Simon  
Title: Trustee of Bastrop Christian Church

By: \_\_\_\_\_  
Printed Name: Joseph Clemons  
Title: Trustee of Bastrop Christian Church

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **Jerry Davenport**, as Trustee of BASTROP CHRISTIAN CHURCH, on its behalf.

\_\_\_\_\_  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **Lawanda Simon**, as Trustee of BASTROP CHRISTIAN CHURCH, on its behalf.

\_\_\_\_\_  
Notary Public Signature

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **Joseph Clemons**, as Trustee of BASTROP CHRISTIAN CHURCH, on its behalf.

\_\_\_\_\_  
Notary Public Signature



# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

Receive presentation of the Bastrop Bird Junction Project, the proposed nine (9) locations, and proposed outdoor Bird Sculptures, and consider action to approve the proposed locations and proposed outdoor Bird Sculptures for locations one (1), two (2), and five (5) as identified in Exhibit A, located within the City Limits of Bastrop, Texas.

**STAFF REPRESENTATIVE:**

James E. Cowey, Director of Development Services

**BACKGROUND/HISTORY:**

City Staff has been working over the past several months with the Bastrop Cultural Arts Commission on their "Bastrop Bird Junction Project."

This project currently consist of nine (9) proposed locations throughout town. All large outdoor sculptures will be of Bastrop's (Native and Migratory) birds.

The proposed locations are listed below:

1. 1600 Chestnut Street – Film Alley (NW Corner)
2. 900 State Highway 95 – Hay Elotes (SW Corner)
3. 1408 B Chestnut Street – Bridge between Schulmann and Visit Bastrop (East side at bridge)
4. 1408 Chestnut Street – Visit Bastrop
5. 1408 Chestnut Street – Convention Center
6. 1408 Chestnut Street – Convention Center
7. 906 Main Street – Tuck Law Firm
8. 1028 Main Street – Calvery Episcopal Church (SW Corner of Main)
9. 1100 Church Street – Bastrop Public Library

The two locations at SH 95 will be in TxDOT right-of-way. A verbal approval by TxDOT staff has been given in prior conversations. City staff is working on obtaining official approval from TxDOT.

Maria Montoya, Chair with Bastrop Cultural Arts Commission has provided the history and scope of the project along with the overview of sculptures and timing for each location below:

Intro: The Cultural Arts Commission has begun the process of enhancing the Chestnut corridor with large outdoor sculptures featuring native and migratory birds in the area through a public art project, "*The Bastrop Bird Junction.*"

Birds have a special meaning for Bastrop. In 2020, Bastrop was one of only four cities across Texas to be designated as “Bird City” by the Texas Parks and Wildlife. In celebration of our Bird City status, a series of bird sculptures will be installed in Bastrop in three different phases.

Located just 30 miles east of Austin on the banks of the Colorado River, Bastrop is one of the oldest towns in Texas. With its rich history and abundant resources, Bastrop has flourished as a culturally rich and diverse community for over a century. Coincidentally, Bastrop is home to many native birds and the city is uniquely situated in a corridor for migratory birds. The Bastrop Bird Junction project is being rolled out in Phase 1 and Phase 2.

#### Phase 1

The sculptures are from 7 to 10 feet in height. With diversified development, we have secured enough support to fund four of the six sculpture locations in phase 1. Five sculptures are each \$25,000 and the signature piece is \$50,000. We have plans for completing this first phase for the remaining sculptures before the end of the year. Our community has been very generous in assisting us to complete Phase 1. Our completion date for Phase 1 is Dec 2024.

#### Phase 2

There will be three sculptures, (two on Main Street and one by the library) in Phase 2. Two of the sculptures are each \$25,000. One signature sculpture is \$50,000. Completion of sculptures 7, 8, and 9 is slated by the end of May 2025.

Location 1: Funding has been obtained for the \$50,000 signature sculpture. The bird chosen is a barred owl. The artist has been approved. The height will stand at approximately 10 feet. Completion date is Sept 1. Installation shortly after that.

Location 2: Funding has been obtained for the \$25,000 sculpture. The bird chosen is a ruby throated hummingbird. The artist has been approved. The height will stand at approximately 8 feet. Completion date is Sept 1. Installation is scheduled shortly after that.

Location 3: Funding has yet to be obtained. Anticipated cost: \$25,000. The bird will be chosen either by the donor or the artist. The anticipated height will be 7-8 feet. Completion date is approximately Dec 2024. Installation is scheduled shortly after that.

Location 4: Funding has yet to be obtained. Anticipated cost: \$25,000. The bird will be chosen either by the donor or the artist. The anticipated height will be 7-8 feet. Completion date is approximately Dec 2024. Installation is scheduled shortly after that.

Location 5: Funding has been obtained for the \$25,000 sculpture. The bird chosen is a pileated woodpecker. The artist has been approved. The height is approximately 7 feet. Completion date is approximately May 10. Installation is scheduled shortly after that.

Location 6: Funding has been obtained for the \$25,000 sculpture. The bird chosen is a red-tailed hawk. The art call will be going out April 22nd.

Location 7: Funding has yet to be obtained. Anticipated cost: \$25,000. The bird will be chosen either by the donor or the artist. The anticipated height will be 6-7 feet. Approximate completion date is May 2025. Installation is scheduled shortly after that.



Location 8: Funding has yet to be obtained. Anticipated cost: \$25,000. The bird will be chosen either by the donor or the artist. The anticipated height will be 6-7 feet. Approximate completion date is May 2025. Installation is scheduled shortly after that.

Location 9: Funding has yet to be obtained. Anticipated cost: \$50,000. The bird will be chosen either by the donor or the Cultural Arts Commission. The anticipated height will be 8-10 feet. Approximate completion date is May 2025. Installation is scheduled shortly after that.

### **RECOMMENDATION:**

Consider action to approve the (9) nine proposed locations and proposed outdoor Bird Sculptures located within the City Limits of Bastrop, Texas.

### **ATTACHMENTS:**

- Exhibit A: Proposed Bird Sculptures Location Map
- Attachment A: Proposed Bird Junction Project Phase 1 Sculptures List
- Attachment B: Proposed Bird Junction Project Images



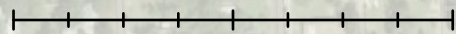
# Bird Statue Locations

The City of Bastrop, Texas makes no warranties regarding the accuracy or completeness of the information used to compose this map or the data from which it was produced. The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not suitable for navigational purposes.

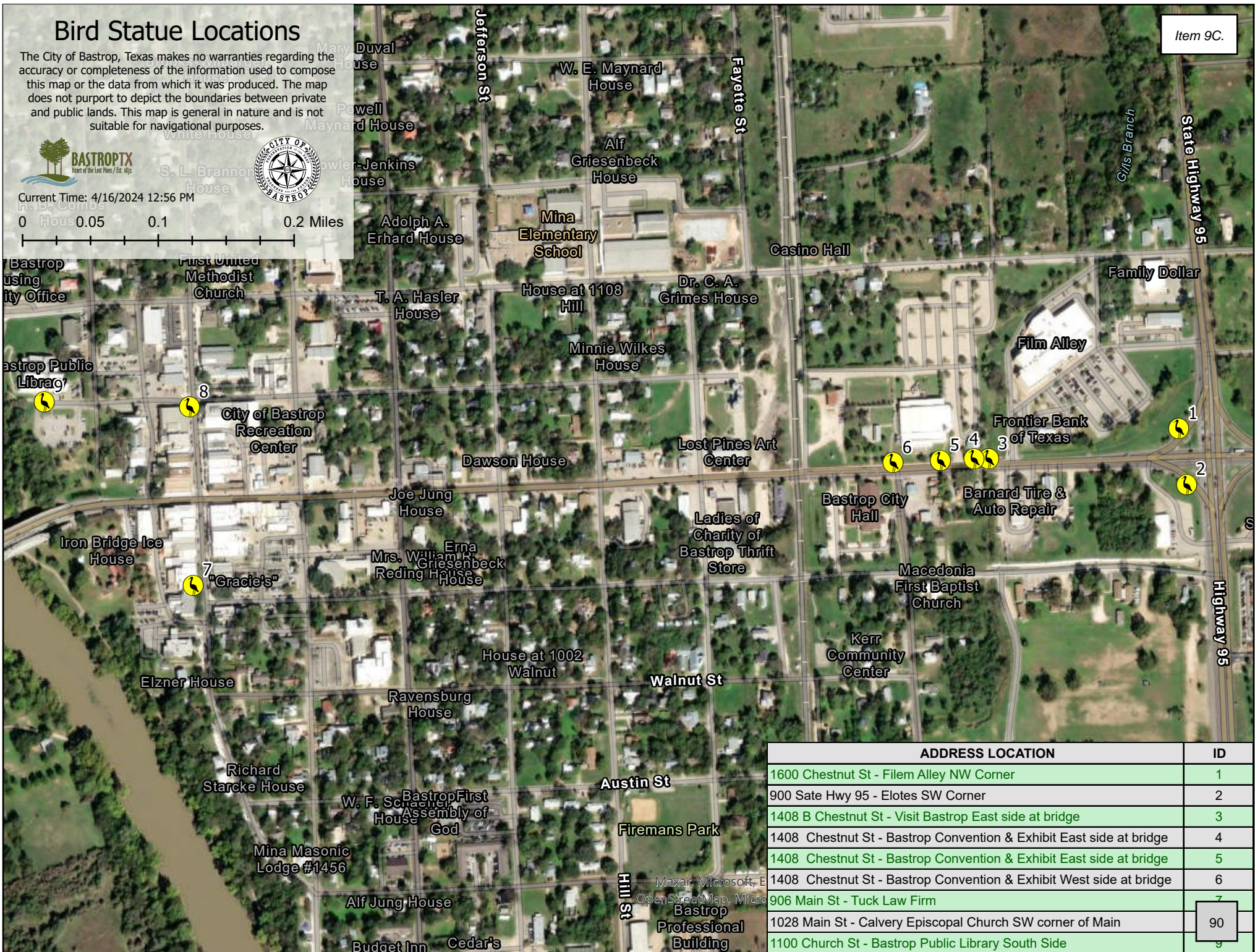


Current Time: 4/16/2024 12:56 PM

0 0.05 0.1 0.2 Miles



Item 9C.



ADDRESS LOCATION	ID
1600 Chestnut St - Filem Alley NW Corner	1
900 Sate Hwy 95 - Elotes SW Corner	2
1408 B Chestnut St - Visit Bastrop East side at bridge	3
1408 Chestnut St - Bastrop Convention & Exhibit East side at bridge	4
1408 Chestnut St - Bastrop Convention & Exhibit East side at bridge	5
1408 Chestnut St - Bastrop Convention & Exhibit West side at bridge	6
906 Main St - Tuck Law Firm	7
1028 Main St - Calvery Episcopal Church SW corner of Main	90
1100 Church St - Bastrop Public Library South Side	9

# Bastrop Bird Junction project Phase 1 Sculptures

Location 1	Barred Owl	Artist rendering
Location 2	Ruby Throated Hummingbird	Artist rendering
Location 3	TBD	CAC rendering
Location 4	<small>Artist rendering</small> TBD	
Location 5	Pileated Woodpecker	Artist rendering
Location 6	Red Tailed Hawk	Photo of bird selected by donor

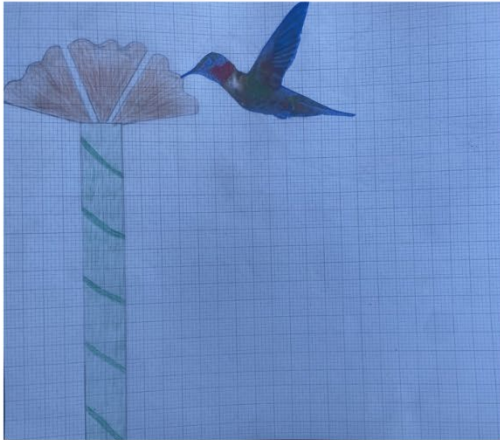
#1



#4-TBD



#2



#5



#3



#6





# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

Consider action to approve Resolution No. R-2024-45 of the City Council of the City of Bastrop, Texas, approving and authorizing the issuance of a Request for Proposals (RFP) for Solid Waste and Recycling Services, as attached as Exhibit A; providing for repeal; and providing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

The City of Bastrop, a community of approximately 12,000 residents, places a high priority on providing excellent municipal services, including Solid Waste and Recycling Services. The City's current contract for Solid Waste and Recycling Services expires on August 31, 2024. The current contract provides for Residential Services, Commercial Services, Roll-off Services, and City Services. For materials collected within the City, the current Contractor is responsible for Disposal of all Solid Waste and Bulk Waste and Processing of all Program Recyclable Materials.

Staff is requesting to advertise a Request for Proposals (RFP) for Solid Waste and Recycling Services Contract commencing August 31, 2024, and continuing for an initial five (5) year periodterm through August 31, 2029. The City and Contractor may mutually agree to renew the Contract for a maximum of three (3) additional renewal terms of one (1) year each.

Once all bids have been reviewed, staff will return in July of 2024 for council approval on a final provider.

**FISCAL IMPACT:**

This will be abaiable after RFP are received.

**RECOMMENDATION:**

Approve Resolution No. R-2024-45 of the City Council of the City of Bastrop, Texas, approving and authorizing the issuance of a Request for Proposals (RFP) for Solid Waste and Recycling Services, as attached as Exhibit A; providing for repeal; and providing an effective date.

**ATTACHMENTS:**

1. Resolution No. R-2024-45



# STAFF REPORT

**MEETING DATE:** April 23, 2024

**TITLE:**

Consider action to approve Resolution No. R-2024-46 of the City Council of the City of Bastrop, Texas, approving a contract with PHI Health, LLC dba PHI Air Medical for annual membership for emergency air medical transport in an amount of Thirty-Two Thousand Three Hundred Thirty Four Dollars (\$32,334), authorizing the City Manager to execute all necessary documents, and providing for an effective date.

**AGENDA ITEM SUBMITTED BY:**

Andres Rosales, Assistant City Manager

**BACKGROUND/HISTORY:**

PHI is an air ambulance company that is licensed in the State of Texas and that provides a membership-based program in compliance with all applicable laws and regulations to cover the uninsured or otherwise under insured portion of the flight charges that may be incurred by members requiring emergency air medical transportation.

The City of Bastrop has contracted with PHI since February 2020. Our current agreement ends April 30, 2024. The contract is based on the number of households. The City of Bastrop has approximately 5,389 households in the Incorporated City of Bastrop. By approving this contract, the residents within the City will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms of this Agreement. The cost of these memberships is a total amount of \$32,334 and a term of one (1) year. There is no increase in cost over the FY2023 amount. We are working to establish the future increase for the FY 2025 increase.

This agreement meets the “Community Safety” focus area of the City Council of the City of Bastrop.

**FISCAL IMPACT:**

This amount was budgeted in FY 2024 (page 134-136)

**RECOMMENDATION:**

Andres Rosales, ACM recommends approval of Resolution No. R-2024-46 of the City Council of the City of Bastrop, Texas, approving a contract with PHI Air Medical for annual membership for emergency air medical transport in an amount of Thirty-Two Thousand Three Hundred Thirty Four Dollars (\$32,334), authorizing the City Manager to execute all necessary documents, and providing for an effective date.

**ATTACHMENTS:**

- Resolution R-2024-46
- Agreement for PHI Cares Membership

**RESOLUTION NO. R-2024-46**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CONTRACT WITH PHI HEALTH, LLC DBA PHI AIR MEDICAL FOR ANNUAL MEMBERSHIP FOR EMERGENCY AIR MEDICAL TRANSPORT IN THE AMOUNT OF THIRTY-TWO THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS (\$32,334) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; 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 City Council identified “Community Safety” as a Focus Area; and

**WHEREAS**, the City of Bastrop has approximately 5,389 households in the Incorporated City of Bastrop; and

**WHEREAS**, PHI is an air ambulance company that is licensed in the State of Texas and that provides a membership-based program (the “PHI Cares Program”) in compliance with all applicable laws and regulations to cover the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members requiring emergency air medical transportation on a PHI aircraft; and

**WHEREAS**, the City of Bastrop desires to enter into this Agreement with PHI whereby the Residents within the City will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms and limitations of this Agreement.

**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 with PHI Health, LLC dba PHI Air Medical, at a cost of Thirty-Two Thousand Three Hundred Thirty-Four Dollars (\$32,334) attached as Exhibit A.

**SECTION 2.** That the City Council of the City of Bastrop has found PHI Health LLC, dba PHI Air Medical, to be subject matter experts in the field of providing air ambulance services.

**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 from and after its passage, and it is duly resolved.

**DULY RESOLVED AND APPROVED** by the City Council of the City of Bastrop this 23<sup>rd</sup> day of April 2024.

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney



## AGREEMENT FOR PHI CARES MEMBERSHIPS FOR CITY RESIDENTS

This Agreement for PHI Cares Memberships for City Residents (this “Agreement”) is made effective the **1<sup>st</sup> day of May 2024** (the “Effective Date”) between the **City of Bastrop**, a municipal corporation incorporated under the laws of the State of Texas (“CITY”) and PHI Health, LLC d/b/a PHI Air Medical, a Louisiana limited liability company (“PHI”). **City of Bastrop** and PHI may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

### Recitals

**WHEREAS**, **City of Bastrop** is comprised of approximately **5,389** physical address set forth in Attachment “A”: Customer List Residential which comprises the households in the incorporated land area making up the **City of Bastrop**, in the State of Texas, with approximately **14,011** residents living in these households (each a “Resident” and collectively, the “Residents”);

**WHEREAS**, PHI is an air ambulance company that is licensed in the State of Texas and that provides a membership-based program (the “PHI Cares Program”) in compliance with all applicable laws and regulations to cover the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members requiring emergency air medical transportation on a PHI aircraft; and

**WHEREAS**, CITY desires to enter into this Agreement with PHI whereby the Residents within **City of Bastrop** will be members of the PHI Cares Program and entitled to receive the privileges and benefits of the PHI Cares Program in accordance with the terms and limitations of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties agree as follows:

### Article I.

#### Scope of Agreement and Term

1.1 Contract for Ambulance Membership. This Agreement relates to the acquisition of PHI Cares memberships by CITY for the benefit of the incorporated CITY Residents and covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by such Residents when requiring emergency air medical transportation on a PHI aircraft. For the avoidance of doubt this Agreement only applies to the Residents of the incorporated addresses comprising **City of Bastrop** and does not apply to any individuals residing in unincorporated areas in and around the CITY.

1.2 Term. The term of this Agreement commences as of the Effective Date set forth above and continues for a period of one (1) year, through **April 30, 2025** (the “Term”), unless otherwise terminated as provided for herein. At the end of the Term, the Parties may negotiate to extend this Agreement or enter into a new agreement upon written agreement signed by all of the Parties. Any such renewal will be on the same terms and conditions set forth in this Agreement unless otherwise specified in any such renewal (each a “Renewal Term” and, together with the original Term, the “Term”).

### Article II.

#### PHI Memberships

2.1 Annual Fee; Adjustment. Pursuant to this Agreement and effective during the Term of this Agreement, CITY is purchasing PHI Cares memberships for the households and the Residents residing in these households of CITY (individually, a “Member” and collectively, the “Members”) for a total annual amount equal to **\$32,334.00** (the “Annual Fee”). The Annual Fee is based on an expectation of **5,389 households** at a rate of **\$6.00 per household**, which shall cover the Residents residing in these households. The Annual Fee shall be paid in advance on or before the Effective Date.

2.2 Compliance. CITY and PHI shall comply with all applicable federal and state laws and regulations governing membership programs.

2.3 Non-Exclusivity. It is understood and agreed by the Parties that PHI is not the exclusive carrier for air medical transports in CITY. Any calls for air medical transports in CITY shall be made in accordance with the protocols of the requesting EMS agency or referring hospital physician.

2.4 Terms and Conditions. The general terms and conditions of the PHI Cares Program are as described in the attached Exhibit "1," which is made a part of this Agreement (the "PHI Cares General Terms and Conditions"). In addition, the following specific terms shall apply to this Agreement:

- (a) **Location**. Transport must be for an Incorporated City Resident requiring PHI to provide air medical transport from a pickup location within the **City of Bastrop, Texas** or **Bastrop County, Texas** (the "CITY Service Area").
- (b) **Membership ID #**. PHI will provide the CITY with a supply of **5,500 membership cards** which the CITY will distribute and make available to the Residents of **City of Bastrop, Texas**. This card will contain the Membership ID # for the **City of Bastrop**.
- (c) **Notifying PHI**. It is the responsibility of any transported city Resident to contact PHI and notify it that they or a qualified household member has been transported by PHI and to provide PHI with the name of such qualified household member. In addition, in order to avoid receiving a bill for their medical transport, the member should inform the healthcare provider, dispatcher, or emergency personnel of their PHI Cares membership at the time an air transport is requested, as these personnel will not be aware of the Residents' PHI Cares membership.
- (d) **Not Insurance Product**. MEMBERSHIP ONLY APPLIES TO TRANSPORT ABOARD A PHI AIRCRAFT. MEMBERSHIP IS NOT AN INSURANCE PRODUCT AND DOES NOT PAY FOR SERVICES PROVIDED BY OTHER AIR OR GROUND AMBULANCE SERVICE PROVIDERS.
- (e) **Coverage**. Each membership covers the entire household (i.e., each individual member of the household that is an incorporated Resident of CITY) except for any person in the household who is now or at the time of the transport request is a recipient of Medicaid benefits. Medicaid recipients are excluded from membership in accordance with applicable state law.
- (f) **Roster of Incorporated City Residents**. The City shall provide PHI with a roster each calendar quarter, which will contain, at a minimum a list of the physical address of each Incorporated City Resident.

2.5 Full National Household Membership Upgrade Option. Any individual who resides within the boundaries of CITY may elect to upgrade his or her membership to a full national household membership (covering the entire household, as defined below), which shall include coverage outside the CITY Service Area, for an additional **\$30.00 per year**; provided, however, that coverage would only extend to any current PHI Cares service areas and shall only apply to transport aboard a PHI aircraft. For a list of PHI Cares service areas, please see the PHI Cares website: [www.phicare.com](http://www.phicare.com), or contact the membership office for a copy. To obtain this upgrade, **City of Bastrop, Texas** Residents are required to call the PHI Cares Membership office directly or complete a Membership Upgrade Form for each Resident requesting this option.

2.6 Household. For purposes of this Agreement and PHI Cares membership, a household is

considered to include all immediate family members and up to 3 non-family members who reside in the same household who reside within such household on a full-time basis.

2.7 Refunds. No refunds will be extended to CITY (or any individual) as a result of existing PHI Cares members, which are separate from this Agreement.

2.8 Conflicts. Should there be any conflict between the PHI Cares General Terms and Conditions and the terms set forth in this Agreement, the terms of this Agreement shall prevail.

### **Article III. Termination**

3.1 Termination. Either Party may terminate this Agreement for any reason upon providing the other Party with at least thirty (30) days prior written notice. In the event that PHI terminates this Agreement for convenience pursuant to this Section 3.1, PHI shall refund CITY the prorated amount of the Annual Fee for the remainder of the Term. In the event that CITY terminates this Agreement for convenience pursuant to this Section 3.1, CITY shall not be entitled to a refund of any portion of the Annual Fee.

3.2 Immediate Termination. Either Party may terminate this Agreement with ten (10) days' prior written notice (provided such notice period is legally permitted) if: (1) the Attorney General of Texas renders an official opinion that voids, modifies, or otherwise affects any provision in this Agreement; or (2) a court of competent jurisdiction issues a judgment or ruling that voids, modifies, or otherwise affects any provision of this Agreement; or (3) a duly authorized statute, law, rule, or regulation is enacted or modified by a competent legislative authority in such a manner that materially modifies, voids, or affects this Agreement (including having any material effect on PHI's cost, as determined in PHI's reasonable discretion). If any one of the above-described events occurs, the Parties will exert their best efforts to agree on an alternative agreement in conformance with any such opinion, judgment, or legislative enactment to the extent feasible.

#### 3.3 Termination for Default.

(A) CITY may terminate this Agreement for default if PHI breaches any material term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from CITY.

(B) PHI may terminate this Agreement for default if CITY breaches any term of this Agreement or fails to perform as required under this Agreement and fails to cure or remedy such breach or failure of performance within fifteen (15) days of receiving written notice from PHI.

(C) Remedies. In the event of a default by PHI and CITY's termination pursuant to Section 3.3(A) above, CITY's sole and exclusive remedy shall be the pro-rata refund of the Annual Fee for the remainder of the Term. In the event of a default by CITY and PHI's termination pursuant to Section 3.3(B) above, PHI's sole and exclusive remedy shall be to retain the Annual Fee for the Term.

### **Article IV. Indemnification and Limitation of Liability**

4.1 Indemnification. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY ("INDEMNITOR") SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS

(COLLECTIVELY, THE “INDEMNIFIED PARTIES”), FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES, EXPENSES OF INVESTIGATION AND LITIGATION, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, JUDGMENTS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, (COLLECTIVELY, “CLAIMS”) TO THE EXTENT BUT ONLY TO THE EXTENT RESULTING OR ARISING FROM THE INDEMNITOR’S BREACH OF THIS AGREEMENT OR ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF THE INDEMNITOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES.

4.2 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event, whether as a result of contract, tort, strict liability or otherwise, shall PHI be liable to CITY or any Member for any punitive, indirect, incidental or consequential damages, including, without limitation, loss of profits, loss of use or loss of contract.

4.3 Survival. The provisions of this Article IV will survive the expiration or early termination of this Agreement or any extensions hereof.

## **Article V. Miscellaneous**

5.1 Entire Agreement. This Agreement (including any and all exhibits and attachments hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communication, representations or agreements, either oral or written, with respect to the matters addressed herein. All modifications or amendments to this Agreement must be in expressed in a written instrument duly executed by both Parties mutually agreeing to such modification or amendment. No rights, duties, or obligations under this Agreement may be assigned nor may any interest or options contained herein be made available or otherwise assigned to any third party without the prior written consent of both of the Parties, which may be withheld in either Party’s absolute and sole discretion. If any provision or application of this Agreement is held illegal, invalid, or unenforceable by any Court of competent jurisdiction, the invalidity of such provision will not affect or impair any of the remaining provisions of this Agreement, except as expressly set forth herein.

5.2 Assignment and Delegation. The Parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither Party may assign any rights or delegate any duties under this Agreement without the other Party’s prior written approval, which approval shall not be unreasonably withheld.

5.3 Severability. If any provision or application of this Agreement is held illegal, invalid, or unenforceable by any Court of competent jurisdiction, the invalidity of such provision will not affect or impair any of the remaining provisions of this Agreement, except as expressly set forth herein.

5.4 Applicable Law; Attorney’s Fees. This Agreement is governed by and will be construed in accordance with the laws of the State of Texas, without giving regard to its conflicts of law rules or provisions. This Agreement will be interpreted and construed as broadly as possible consistent with the purposes stated herein. In the event of any litigation between the Parties arising out of or relating to this Agreement, the prevailing Party (as determined by the court) shall be entitled to recover its reasonable attorneys’ fees, litigation expenses and court costs from the other Party.

5.5 Notice. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, sent via certified mail, postage prepaid, return receipt requested, or sent via facsimile to the following addresses:

**If to City of Bastrop:**

City of Bastrop  
 1311 Chestnut Street  
 Bastrop, Texas 78602  
 Attn: Sylvia Carrillo, City Manager  
 Email: [scarrillo@cityofbastrop.org](mailto:scarrillo@cityofbastrop.org)

**With a copy to:**

Bojorquez Law Firm, P.C.  
 Attn: Alan Bojorquez  
 12325 Hymeadow Drive, Suite 2100  
 Austin, Texas 78750  
 Email: [alan@texasmunicipallawyers.com](mailto:alan@texasmunicipallawyers.com)

**If to PHI:**

PHI Health, LLC  
 2800 N. 44<sup>th</sup> Street, Suite 800  
 Phoenix, Arizona 85008  
Attn: Mark Leighton,  
 President PHI Cares, CRO, CAO

**With a copy to:**

PHI Health, LLC  
 Attn: PHI Legal Affairs Department  
 2800 N. 44<sup>th</sup> Street, Suite 800  
 Phoenix, Arizona 85008  
Attn: PHI Legal Department  
Email: [Legal@phiairmedical.com](mailto:Legal@phiairmedical.com)

Any Party may change their address for purposes of this Section by giving the other Party written notice of the new address in the manner set forth above.

5.6 **Independent Contractor Status.** PHI is an independent contractor and is not the CITY's employee. PHI's employees or subcontractors are not the CITY's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No Party has authority to enter into contracts as agent for the other Party. PHI and the CITY agree to the following rights consistent with an independent contractor relationship:

- (1) PHI has the right to perform services for others during the term hereof.
- (2) PHI has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) PHI has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) PHI or its employees or subcontractors shall perform services required hereunder, and the CITY shall not hire, supervise, or pay assistants to help PHI.
- (5) Neither PHI nor its employees or subcontractors shall receive training from the CITY in skills necessary to perform services required by this Agreement.
- (6) CITY shall not require PHI or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither PHI nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the CITY.

5.7 **Counterparts; Authority.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Each individual executing this Agreement on behalf of a Party represents that he/she is authorized to enter into and deliver this Agreement and bind the Party hereto.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the date and year written below, but which shall be effective for all purposes as of the Effective Date.

**PHI HEALTH, LLC d/b/a PHI AIR MEDICAL      CITY OF BASTROP, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Mark Leighton

Name: \_\_\_\_\_

Title: President PHI Cares, CRO, CAO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A:**  
**CUSTOMER LIST RESIDENTIAL**

Please see the attached Excel Spreadsheet entitled “Customer List Residential”, a copy of which is attached to this Agreement and incorporated by this reference. The attached Customer List Residential may be updated from time to time by mutual agreement of both parties.

**To Be Provided**

## **EXHIBIT 1**

### **PHI Cares**

#### **MEMBERSHIP TERMS AND CONDITIONS**

**Membership:** PHI Cares is a membership program operated by PHI Health, LLC, which covers the uninsured or otherwise uncovered portion of the flight charges that may be incurred by members who are transported on a PHI medically configured aircraft as set forth herein. Membership is valid for one (1) year beginning five (5) days after your completed application and nonrefundable payment have been received and processed by the PHI Cares membership office. These Terms and Conditions also apply to renewing memberships, provided that payment of the annual membership fee is received within thirty (30) days of the renewal date. As used herein, the terms “you,” “your,” and “Member” shall mean any members enrolled in the PHI Cares Program; the terms “our,” “we,” “us,” and “PHI” shall mean PHI Health, LLC; the term “PHI Cares Program” shall mean the PHI Cares membership program operated by PHI; and the term “Terms and Conditions” shall mean the PHI Cares Program Terms and Conditions.

**Billing:** Members are charged an annual membership fee payable yearly in advance. The annual membership fee charged by PHI is based on certain factors. A Member who receives a medically necessary transport through the PHI Cares Program is relieved from paying any charges related to the medical transport other than amounts paid or reimbursed to the Member by any available healthcare insurance, a third-party payer, or a third party who may be legally responsible for the charges. In other words, PHI Cares accepts what your insurance or other third-party source of payment pays as “payment-in-full,” relieving you of any other charges for the air medical transport. PHI will bill your healthcare insurer or other third-party payer (for example, Medicare), or seek recovery from any legally liable third party (for example, a car accident which causes you injury as a result of someone else’s fault or negligence) for the air medical transport. Should you receive payment directly from your healthcare insurer, other third-party payer, or from a legally liable third party for all or any portion of the charges for the air medical transport, you agree to promptly remit such payment to PHI. If any third party or his/her insurer who is legally liable pays for the air transport charges either through settlement of a claim or a judgment from a lawsuit, you agree to promptly remit the amount received by you for air transport charges included in such settlement or judgment. Members who have no healthcare insurance coverage at the time of enrollment and no other third-party payer to cover air medical transport charges will be relieved by PHI from any patient transport charges for medically necessary air transport services on a PHI aircraft. PHI Cares Members are responsible for and agree to pay for any charges that are not covered by the PHI Cares Program, including but not limited to air transport pick-ups outside of the PHI Cares service area or any ground ambulance transportation services that Members may incur in connection with any PHI air medical transport.

**Eligibility & Availability:** Medicaid participants are not eligible for membership in the PHI Cares Program. Please note that a PHI aircraft may not be available at the time a flight request is made due to inclement weather, the PHI aircraft being in service at the time of the request, the PHI aircraft undergoing maintenance or repairs, weight limitations of the PHI aircraft, or other reasons that make the PHI aircraft unavailable to respond to a request. Further, medical or dispatch personnel may call another air ambulance provider in which event your PHI Cares membership will not cover the medical transport. Passenger weights and other operating restrictions may limit our ability to transport a Member. PHI, in consultation with other healthcare providers or dispatch agencies, reserves the right to determine whether air medical transport is medically necessary, safe, and appropriate under the circumstances. Membership in the PHI Cares Program is not an insurance product. PHI Cares does not cover and will not pay or reimburse you for services performed by any other air medical transport services provider or any ground ambulance services provider. Notwithstanding the foregoing, in addition to covering medically necessary transports on PHI aircraft, your membership will also cover medically necessary transports on PHI’s partners’ aircraft if such transports occur within PHI’s service areas. Please visit our website at [www.PHICares.com](http://www.PHICares.com) or contact our Membership Department to obtain more information on our current air ambulance membership partners. Any medical transports on a PHI Cares partner aircraft shall be subject to the same Terms and Conditions stated herein.

**Service Area:** Membership provides household national coverage for medically necessary air transports on PHI medically configured aircraft to the closest appropriate facility within 200 miles for a rotor wing (helicopter) and 600 miles for a fixed wing (airplane). The point of pickup must be within the PHI Cares service area. For a list of service areas, please see the coverage map on the PHI Cares website [www.PHICares.com](http://www.PHICares.com) or contact the membership office directly.

**Notifying PHI Cares Membership Department of Transport:** You should inform the healthcare provider, dispatcher, or



emergency personnel of your PHI Cares membership at the time an air medical transport is requested, as these personnel will not be aware of your PHI Cares Membership. In addition, it is the responsibility of each Member to contact us if a registered and eligible household dependent has been flown by PHI. Please call our Membership Department at: **1.888.435.9744 (1.888. I Fly PHI), Monday-Friday, 0800 to 1600 Hours MST.**

**Termination and Renewal of Coverage:** PHI may terminate your membership for failure to comply with the Terms and Conditions of the PHI Cares membership program. PHI reserves the right to discontinue its PHI Cares Program at any time upon notice to Members. In such event, PHI shall return a pro rata portion of the membership fee. PHI also reserves the right to unilaterally modify the Terms and Conditions, including but not limited to the membership fee to be charged to Members who join or renew their membership after the effective date of such change. It is your responsibility to renew your membership prior to the expiration of the one-year term. A completed renewal application and nonrefundable payment must be received within thirty (30) days of the renewal date. If you do not renew your membership, your membership and coverage thereunder will automatically terminate at the end of the one-year term. Renewal contracts may include changes in coverage.

**Acknowledgment:** You acknowledge that all information included in the completed application is correct to the best of your knowledge.

By approving and submitting your application for PHI Cares membership, you agree to all of the Terms and Conditions set forth herein.

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