



April 22, 2025
Regular City Council Meeting at 6:30 PM

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

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

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE - Briana Martinez and Santiago Mondragon, students from Cedar Creek Elementary

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

3. INVOCATION - Arthur Banks, City of Bastrop Police Chaplain

4. EXECUTIVE SESSION

- 4A. City Council shall convene into a closed executive session pursuant to Texas Government Code Section 551.071 and Section 551.072 to seek advice of legal counsel to discuss the implications of the City of Austin's Aquifer Storage and Recovery Project on the City of Bastrop's water supply.

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

6. PRESENTATIONS

[6A.](#) Mayor Pro Tem's Report

[6B.](#) Council Members' Report

[6C.](#) City Manager's Report

[6D.](#) Presentation on Board and Commission Work Plans.

Cultural Arts Commission

[6E.](#) PROCLAMATION - Recognition of May 11th - 17th, 2025, as **Police Officer Week** in the City of Bastrop.

Submitted by: Vicky Steffanic, Police Chief

[6F.](#) PROCLAMATION - Recognition of May 4th, 2025, as **Firefighters' Day** in the City of Bastrop.

Submitted by: Council Member Meyer and Council Member Fossler

[6G.](#) PROCLAMATION - Recognition of May 5th - 9th, 2025 as **Air Quality Awareness Week**.

Submitted by: Victoria Psencik, Assistant City Secretary

[6H.](#) PROCLAMATION - Recognition of May 2025 as **Bike Month** in the City of Bastrop.

Submitted by: Council Member Meyer and Council Member Fossler

[6I.](#) PROCLAMATION - Recognition of May 10, 2025, as **World Migratory Bird Day** in the City of Bastrop.

Submitted by: Council Member Meyer and Council Member Fossler

7. WORK SESSIONS/BRIEFINGS

7A. Main Street Placemaking Initiative Presentation.

Submitted by: Michaela Joyce, Main Street Manager

7B. Cultural Arts Commission - Percent for the Arts Presentation.

Submitted by: Michaela Joyce, Main Street Manager

8. FINANCIAL TRANSPARENCY AND BUDGET PREPARATION

[8A.](#) Receive a presentation on the unaudited Monthly Financial Report for the period ending March 2025.

9. 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 Board/Commission must complete a citizen comment form and give the completed form to the Board/Commission Secretary prior to the start of the Board/Commission meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, the Board/Commission cannot discuss issues raised or make any decision at this time. Instead, the Board/Commission 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 the City Manager for research and possible future action. Profanity, physical or other threats are not allowed and may subject the speaker to loss of the time for comment, and if disruptive to the conduct of business could result in removal of the speaker.

10. 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.

- 10A. Consider and act on the second reading of Ordinance No. 2025-17, amending Code of Ordinances Chapter 2 “Animal Control”, Article 2.02 “Vaccination and Licensing of Dogs and Cats” and Article 2.04 “Impoundment”, removing Section 2.02.004 “License Tag and Collar.”; amending Section 2.02.008 “Licensing and Fees” to “Pet Registration Requirement” and removing subsection (a)-(c); removing Section 2.04.006 “Confinement of Female Dogs and Cats during estrus”. This item is also referred to as the Microchipping Ordinance.

Submitted by: Robert McBain, Code Compliance Officer

- 10B. Consider and act on the second reading of Ordinance No. 2025-41, amending Chapter 15, Article 15.01 “Cemeteries” of the Bastrop Code of Ordinances, to reflect various updates to language and add provisions for the operation of a Columbarium.

Submitted by: Judy Sandroussi, Finance Director

- 10C. Consider and act on the second reading of Ordinance No. 2025-42 engaging Trane Technologies, under the Omnia Partners Cooperative Purchase Agreement, by means of a Project Development Agreement (PDA), to begin a design/build construction approach for the City of Bastrop for the design and construction of a new, high-efficiency wastewater treatment facility to meet the city's requirements for continued growth and other as needed projects related to water and wastewater.

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

- 10D. Consider and act on the second reading of Ordinance No. 2025-46, a Chapter 380 agreement with BEBD Frontage Road, LLC, and the City of Bastrop in an amount not to exceed \$600,000 for improvements at HWY 71, adjacent to Burleson Crossing East retail development located at HWY 71 and Ed Burleson Road.

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

- [10E.](#) Consider and act on Resolution No. R-2025-78, approving the City of Bastrop Police Department to apply for a grant from TAPEIT (Texas Association of Property and Evidence Inventory Technicians) for five hundred dollars and zero cents (\$500.00) for miscellaneous evidence items such as a biological fluid light with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official.

Submitted by: Vicky Steffanic, Chief of Police

- [10F.](#) Consider and act on Resolution No. R-2025-79 accepting a donation totaling \$50,000 from the Lost Pines Art League for the installation of two additional bird sculptures, valued at \$25,000 each, to be placed within the approved project area of the Cultural Arts Commission District.

Submitted by: Michaela Joyce, Main Street Manager

- [10G.](#) Consider and act on Resolution No. R-2025-84, approving the acceptance of a donation to the City of Bastrop Police Department in the amount of Ten Thousand Dollars (\$10,000.00); and a donation to the City of Bastrop Fire Department in the amount of ten thousand Dollars (\$10,000.00) from LS Electric America.

Submitted by: Andres Rosales, Assistant City Manager

- [10H.](#) Consider and act to approve the Bastrop City Council meeting minutes from Tuesday, April 8, 2025, Regular Meeting.

Submitted by: Victoria Psencik, Assistant City Secretary

- [10I.](#) Consider and act on Resolution No. R-2025-83, approving the acceptance of a grant from the Bastrop Economic Development Corporation to the City of Bastrop in the amount of Four Hundred Thousand Dollars (\$400,000.00) for roadway improvements at Hwy 71 West and Edward Burleson Lane, adjacent to the Burleson Crossing East retail development, located at Hwy 71 West and Edward Burleson Lane.

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

- [10J.](#) Consider and act on the first reading of Ordinance No. 2025-47, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; and move to include on the May 13, 2025 Consent Agenda for a second reading.

Submitted By: Laura Allen, Assistant Finance Director

11. ITEMS FOR INDIVIDUAL CONSIDERATION

- [11A.](#) Consider and act on Resolution No. R-2025-81, authorizing the City Manager to approve Amendment #2 to the original Professional Services Agreement with Kimley-Horn for the design and construction phase services of Agnes Street Extension.

Submitted by: Andres Rosales, Assistant City Manager

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 convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, April 17, 2025 at 4:00 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 22, 2025

TITLE:

Mayor Pro Tem's Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, 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 22, 2025

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, 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 22, 2025

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo-Trevino, ICMA-CM, CPM, 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.



Bastrop Cultural Arts Commission Work Plan FY2026

The Bastrop Cultural Arts Commission defines success as: Supporting and enhancing the cultural and artistic vibrancy of Bastrop by fostering public art initiatives, community engagement, and strategic partnerships.

Commission Goals:

1. Oversee the rework schedule and grant training for the Bird Junction Sculptures project to ensure timely completion and sustainability.
2. Expand and enhance First Friday programming to strengthen community participation and support for local artists.
3. Evaluate and restructure internal operations to improve efficiency and effectiveness in achieving the Commission's mission.
4. Execute a comprehensive marketing push to promote all arts and culture-related initiatives, including the frogs, public art installations, and First Friday events.
5. Implement a Percent for the Arts program by gaining City Council approval to dedicate up to 1% of capital improvement project costs for public art.
6. Conduct in-depth research to prepare for the launch of a mural program and explore opportunities for developing an outdoor music venue.

Action Plan:

Goal #1: Bird Junction Sculptures

- The Commission will create a revised project schedule that outlines key milestones and deadlines.
- Members will identify and participate in grant training opportunities to secure additional funding.
- Regular progress updates will be provided during Commission meetings to ensure accountability and transparency.
- Begin researching murals in the downtown district to continue the Bird Junction push through murals after completing the sculptures.

- **Measurable:** Complete all sculpture installations by the end of FY 2026.

Goal #2: First Friday

- The Commission will collaborate with local artists, businesses, and community partners to curate engaging events.
- A strategic plan will be developed to attract more attendees and increase public awareness.
- Monthly evaluations will be conducted to assess event success and areas for improvement.
- **Measurable:** Increase First Friday attendance by 20% compared to the previous year and create a full-themed calendar.

Goal #3: Organizational Clean-Up

- The Commission will assess its current structure and identify areas for improvement.
- A review of bylaws, meeting structures, and member roles will be conducted to enhance efficiency.
- Recommendations for restructuring will be discussed and implemented to optimize operations.
- **Measurable:** Complete a full review and update of Commission bylaws and procedures by Q2 of FY 2026.

Goal #4: Marketing Push

- A unified marketing strategy will be developed to highlight arts and culture initiatives.
- The Commission will coordinate social media campaigns, print materials, and community outreach efforts.
- Engagement metrics will be tracked to measure the effectiveness of marketing efforts and adjust strategies as needed.
- **Measurable:** Increase social media engagement by 30% and distribute at least 1,000 promotional materials throughout the community.

Goal #5: Percent for the Arts Program

- Draft a proposal to establish a Percent for the Arts ordinance, allocating up to 1% of eligible capital improvement project budgets to public art.

- Collaborate with city departments and stakeholders to align the program with existing planning and development processes.
- Present the proposal to City Council for consideration and approval.
- **Measurable:** Pursue at least one project utilizing this program.

Goal #6: Mural Program & Outdoor Music Venue Research

- Conduct research on best practices, funding models, and successful mural programs in similar communities.
- Identify potential sites and partners for future mural installations and compile a list of interested artists.
- Explore potential locations and feasibility for an outdoor music venue, including infrastructure needs, funding opportunities, and programming options.
- **Measurable:** Complete mural program research report and site analysis by Q3 of FY 2026; develop a preliminary concept for an outdoor music venue by Q4.

To succeed, we need the following resources:

Staff:

- City of Bastrop staff support as needed – ideal part-time position “Cultural Arts Manager”
- Cultural Arts Commission members

Supplies:

- Marketing materials (flyers, banners, social media ads)
- Grant application resources
- Event-related supplies as required

Other:

- City promotion of cultural and arts events through official communication channels
- Collaboration with local businesses, artists, and community organizations

This work plan serves as a roadmap for the Bastrop Cultural Arts Commission to achieve its goals, strengthen community engagement, and elevate the city’s cultural landscape in FY 2025.

Proclamation



WHEREAS, the 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 1,280,000 sworn law enforcement officers serving in communities across the United States, including the dedicated members of the Bastrop Police Department; and

WHEREAS, nearly 80,000 assaults against law enforcement officers are reported each year, resulting in over 26,689 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 2024, 165 fallen heroes throughout the Nation have been killed in the line of duty, including 19 from the State of Texas; and

WHEREAS, in 2024, 52 fallen heroes throughout the Nation have been shot and killed in the line of duty, including 5 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 15th is designated as Peace Officers' 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 15th falls, as National Police Week.

NOW, THEREFORE, I, John Kirkland, Acting Mayor Pro Tem of the City of Bastrop, Texas, do hereby proclaim **May 11th through May 17th, 2025**, as:

POLICE OFFICER WEEK

in the City of Bastrop, to honor and publicly salute the service of law enforcement officers in our community and in the communities across the nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 22nd day of April 2025.

ATTEST:

Victoria Psencik, Assistant City Secretary



CITY OF BASTROP, TEXAS

John Kirkland, Acting Mayor Pro Tem

Proclamation



BASTROPTX
Heart of the Lost Pines / Est. 1832

Item 6F.

WHEREAS, International Firefighters' Day is observed each year on May 4th to honor the sacrifices that firefighters make to ensure that their communities and environment are as safe as possible; and

WHEREAS, this day of recognition is an opportunity to show our appreciation for the courage, dedication, and unwavering commitment of firefighters who protect lives and property every day; and

WHEREAS, the City of Bastrop expresses its heartfelt gratitude to the brave men and women of the Bastrop Fire Department who face dangerous conditions with professionalism and resilience, often putting themselves at risk to protect others; and

WHEREAS, these first responders not only respond to fires and emergencies, but also engage in fire prevention, safety education, community outreach, and serve as role models of public service; and

WHEREAS, International Firefighters' Day also serves to remember those firefighters who have made the ultimate sacrifice in the line of duty, and to support the families, friends, and colleagues they leave behind; and

NOW, THEREFORE, I, John Kirkland, Acting Mayor Pro Tem of the City of Bastrop, Texas, do hereby proclaim **May 4th, 2025**, as:

INTERNATIONAL FIREFIGHTERS' DAY

in the City of Bastrop, and encourage all residents to recognize, honor, and thank the firefighters in our community for their heroic service and ongoing dedication to public safety.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 22nd day of April 2025.

ATTEST:

Victoria Psencik, Assistant City Secretary



CITY OF BASTROP, TEXAS

John Kirkland, Acting Mayor Pro Tem

Proclamation



WHEREAS, air quality can threaten our environment, economy, and the health of the residents of the Capital Area Council of Governments (CAPCOG) region; and

WHEREAS, children, older adults, people with lung disease, and people with heart disease are particularly affected by poor air quality, which makes up about half of all residents in Central Texas; and

WHEREAS, in 2024, air quality in the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA) was moderate or worse according to the Air Quality Index (AQI) nearly 50% of days; and

WHEREAS, in 2024, the Austin-Round Rock-San Marcos MSA exceeded the federal 8-hour ozone standard and the annual fine particulate matter standard, which increases the region's risk of being designated nonattainment; and

WHEREAS, remaining in compliance with the National Ambient Air Quality Standards (NAAQS) is important not only for public health, but also for the region's economy and ability to conduct transportation planning; and

WHEREAS, the goals of the 2019-2026 Austin-Round Rock-San Marcos MSA Regional Air Quality Plan are to maximize the probability of compliance with the NAAQS and minimize health and environmental impacts of air pollution; and

WHEREAS, the U.S. Environmental Protection Agency has designated May 5 - 9, 2025, as National Air Quality Awareness Week; and

WHEREAS, the City of Bastrop, along with the Capital Area Council of Governments, supports the efforts of the Central Texas Clean Air Coalition and the U.S. Environmental Protection Agency to promote air quality.

NOW, THEREFORE, I, John Kirkland, Acting Mayor Pro Tem of the City of Bastrop, Texas, do hereby proclaim **May 5th – 9th, 2025** as “**Air Quality Awareness Week**” in the CAPCOG region and encourages the Bastrop community to act to ‘Be Air Aware’ and educate themselves about local air quality by visiting CAPCOG’s Air Central Texas website at AirCentralTexas.org and by promoting air quality and air quality awareness within our region.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas, to be affixed this 22nd day of April 2025.

ATTEST:

Victoria Psencik, Assistant City Secretary



CITY OF BASTROP, TEXAS

John Kirkland, Acting Mayor Pro Tem

Proclamation



WHEREAS, the bicycle is a healthy, economical, convenient, and environmentally friendly form of transportation and an excellent tool for exploring Bastrop’s wild and wondrous places; and

WHEREAS, throughout the month of May, residents and visitors will experience the joy of bicycling in Bastrop — through community events or simply by getting out and going for a ride — whether crossing the iconic Old Iron Bridge, winding through the Lost Pines, or exploring a trail less traveled; and

WHEREAS, Bastrop is proud to be recognized as a Bird City, Tree City, Music Friendly, and Film Friendly Texas town — making every ride an opportunity to cruise past the music, murals, birds, and blossoms that color our community; and

WHEREAS, our roadways, trails, and parks — including Fisherman’s Park, Bob Bryant Park, the River Loop, and Bastrop State Park — offer cyclists of all ages places to gather, connect, and commute; and

WHEREAS, bicycling improves public health, well-being, and quality of life; reduces pollution; grows the economy; and strengthens the bonds of community; and

WHEREAS, BikeTexas, City of Bastrop Parks and Recreation, Visit Bastrop, Bastrop Economic Development Corporation, City of Bastrop Police, schools, health agencies, and cycling groups will be promoting bicycling during the month of May; and

WHEREAS, we encourage residents to ride with care all year round, share the road, and discover Bastrop’s beauty by bike; and

NOW, THEREFORE, I, John Kirkland, Acting Mayor Pro Tem of the City of Bastrop, Texas, do hereby proclaim the month of **May 2025** as:

BIKE MONTH

in the City of Bastrop and invite all residents to celebrate the beauty of our town on two wheels.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 22nd day of April 2025.

ATTEST:

Victoria Psencik, Assistant City Secretary



CITY OF BASTROP, TEXAS

John Kirkland, Acting Mayor Pro Tem

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, migratory birds undertake incredible journeys across continents, connecting ecosystems and contributing to the vibrant biodiversity of our planet; and

WHEREAS, these remarkable creatures face increasing threats from habitat loss, pollution, and the growing urbanization of our world; and

WHEREAS, the 2025 theme of World Migratory Bird Day, "Shared Spaces: Creating Bird-Friendly Cities and Communities," recognizes the critical need to integrate birds into our built environment; and

WHEREAS, by embracing bird-friendly practices, such as planting native vegetation, making windows safe for birds, and reducing light pollution, we can create healthier and more resilient communities for both people and birds; and

NOW, THEREFORE, I, John Kirkland, Acting Mayor Pro Tem of the City of Bastrop, Texas, do hereby proclaim **May 10th, 2025** as:

WORLD MIGRATORY BIRD DAY

in the City of Bastrop, and encourage everyone to take part in Bastrop's Bird Lover Weekend on May 2nd and 3rd, 2025, in Downtown Bastrop, as we celebrate World Migratory Bird Day together.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 22nd day of April 2025.

ATTEST:

Victoria Psencik, Assistant City Secretary



CITY OF BASTROP, TEXAS

John Kirkland, Acting Mayor Pro Tem



STAFF REPORT

MEETING DATE: April 22, 2025

TITLE:

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.

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.

March Highlights Include:

- All funds have a positive bottom line. With revenue exceeding forecast by 8% and expenditures under the forecast by 21%.

Items to Draw Attention to Include:

Revenue

- Sales Tax continues to be extremely close to forecast. Within a difference of \$10,000.
- Property Tax proceeds are over forecast by 2.86% or \$154K.
- Impact Fees revenues continue to remain above forecast for the second consecutive month.
- W/WW proceeds exceed the forecast by 7.23% or \$309,519.
- Electric's revenue is 2% below forecast.
- HOT proceeds exceed the forecast by 18.8% or \$310,617.
- Development Services exceeded the forecast by 33% or \$297K.
- Street Maintenance is exceeding projections by 17% or \$248,418.

Expenditures

- General fund expenditures are 84.4% below forecast.
- Water/Wastewater fund expenditures are running 97.5% to the forecast.
- Electric's expenses are 3.2% below forecast. Which contributions to the funds are positive bottom line since anticipated revenues are running so tightly w/ projections.
- HOT funds are 86.2% below forecasted expenses.
- Development Services expenses are 93% below forecast.

CITY OF BASTROP

Comprehensive Monthly Financial Report (Unaudited)

March 2025



Performance at a Glance as of March 31, 2025



		YEAR TO DATE	REFERENCE
ALL FUNDS SUMMARY		POSITIVE	Page 3-4
SALES TAXES		WARNING	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		WARNING	Page 10
HOTEL OCCUPANCY TAX REVENUES		POSITIVE	Page 11
HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION		POSITIVE	Page 12
DEVELOPMENT SERVICES REVENUES		POSITIVE	Page 13
DEVELOPMENT SERVICES EXPENDITURES BY DIVISION		POSITIVE	Page 14
LEGAL FEES BY ATTORNEY/CATEGORY		POSITIVE	Page 15
PERFORMANCE INDICATORS			
POSITIVE	= Positive variance or negative variance < 1% compared to seasonal trends		
WARNING	= Negative variance of 1-5% compared to seasonal trends		
NEGATIVE	= Negative variance of > 5% compared to seasonal trends		

BUDGET SUMMARY OF ALL FUNDS					
	FY2025		FY2025		FY2025
	<u>Approved Budget</u>		<u>Forecast YTD</u>		<u>Actual YTD</u>
<u>Revenues:</u>					<u>Variance</u>
General	\$ 17,841,342		\$ 11,421,149		\$ 11,659,592 2.1%
Designated	92,210		46,555		60,826 30.7%
General Fund One-time	8,000		4,000		5,710 42.8%
Development Services	1,930,000		900,000		1,142,090 26.9%
Street Maintenance	3,039,000		1,465,552		1,713,970 17.0%
General Fund Debt Service	4,529,812		4,041,193		3,812,745 -5.7%
CIP General Gov't Projects	841,057				156,979 0.0%
Land Acquisition	-		-		8,542 0.0%
Water/Wastewater	9,628,000		4,283,430		4,592,955 7.2%
Water/Wastewater Debt	6,617,960		2,771,830		3,373,423 21.7%
Water/Wastewater Capital Proj	140,000		70,000		85,708 22.4%
Impact Fees	3,415,997		1,407,999		1,454,982 3.3%
Vehicle & Equipment Replacement	2,195,311		1,428,656		1,446,730 1.3%
Electric	9,484,000		4,138,496		4,052,285 -2.1%
HOT Tax Fund	3,958,000		1,780,117		1,966,533 10.5%
Library Board	21,000		10,500		10,275 -2.1%
Cemetery (Adjusted due to CIP)	202,800		91,400		127,394 39.4%
Capital Bond Projects	387,500		-		704,285 0.0%
Grant Fund	6,667,945		-		284,941 0.0%
Park/Trail Land Dedicaiton	1,865		933		1,047 12.2%
Hunter's Crossing PID	581,279		574,294		508,641 -11.4%
Bastrop EDC	1,402,572		688,836		883,891 28.3%
TOTAL REVENUES	\$ 72,985,650		\$ 35,124,940		\$ 38,053,542 8.3%
POSITIVE	= Positive variance or negative variance < 1% compared to forecast				
WARNING	= Negative variance of 1-5% compared to forecast				
NEGATIVE	= Negative variance of >5% compared to forecast				

BUDGET SUMMARY OF ALL FUNDS				
	FY2025		FY2025	
	<u>Approved Budget</u>		<u>Forecast YTD</u>	
			<u>Actual YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 18,653,550	\$ 9,725,571	\$ 9,232,203	-5.1%
Designated	234,800	117,400	10,667	-90.9%
General Fund One-time	131,000	71,000	8,571	-87.9%
Development Services	1,910,655	955,328	888,633	-7.0%
Street Maintenance	3,039,000	1,519,500	1,235,753	-18.7%
Debt Service	4,529,812	1,326,000	1,276,217	-3.8%
General Gov't Projects	839,557		118,072	0.0%
Land Acquisition	287,483	287,483	302,710	5.3%
Water/Wastewater	11,487,621	6,587,578	6,419,752	-2.5%
Water/Wastewater Debt	6,617,959	1,744,000	1,743,309	0.0%
Water/Wastewater Capital Proj.	140,000	70,000	30,936	-55.8%
Revenue Bond, Series 2020	-	-	670,083	0.0%
CO, Series 2021	1,264,772	650,000	598,414	-7.9%
CO, Series 2024	36,845,000	18,422,500	15,527,633	-15.7%
Impact Fees	3,707,000	1,853,500	1,471,375	-20.6%
Vehicle & Equipment Replacement	3,005,368	1,852,142	1,676,307	-9.5%
Electric	9,348,350	4,324,956	4,186,806	-3.2%
HOT Tax Fund	4,390,117	2,945,661	2,281,268	-22.6%
Library Board	18,800	9,400	-	-100.0%
Cemetery	815,567	415,784	307,874	-26.0%
Hunter's Crossing PID	559,019	140,460	66,358	-52.8%
CO, Series 2018	494,000	247,000	67,231	0.0%
Limited Tax Note, Series 2020	32,500	10,833	-	0.0%
America Rescue Plan	2,433,071	-	-	0.0%
CO, Series 2022	2,241,950	747,317	-	-100.0%
CO, Series 2023	13,500,000	6,750,000	843,853	0.0%
Grant Fund	6,667,944	3,333,972	822,049	-75.3%
Bastrop EDC	2,236,916	1,173,458	1,806,290	53.9%
TOTAL EXPENSES	\$ 135,431,810	\$ 65,280,843	\$ 51,592,364	-21.0%
<div> <div>POSITIVE</div> <div>WARNING</div> <div>NEGATIVE</div> </div> <div> = Positive variance or negative variance < 1% c ompared to forecast = Negative variance e of 1-5% compared to forecast = Negative variance e of >5% c ompared to forecast </div>				

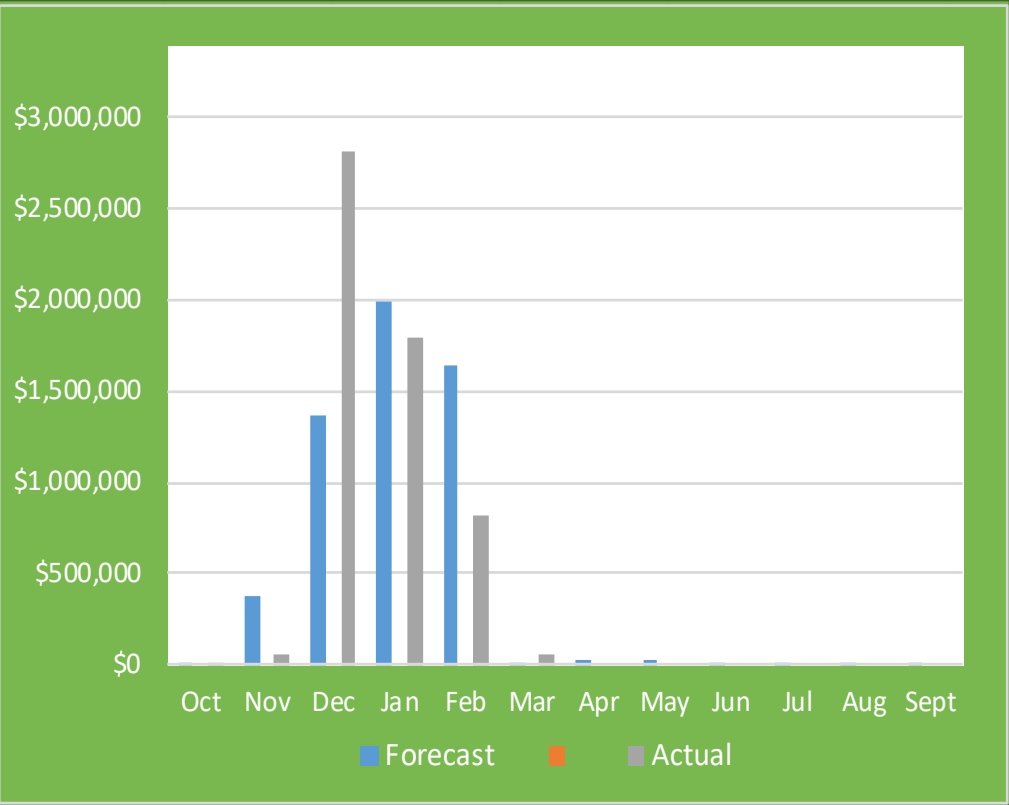
SALES TAX REVENUE

Month	FY2025	Actual
Oct	690,000	630,000
Nov	710,000	660,000
Dec	720,000	700,000
Jan	740,000	730,000
Feb	860,000	1,050,000
Mar	710,000	650,000
Apr	740,000	
May	750,000	
Jun	790,000	
Jul	740,000	
Aug	760,000	
Sept	870,000	

Sales Tax is 50% of the total budgeted revenue for General Fund. As of March the year-to-date revenue is within 1% of forecast.

REVENUE ANALYSIS			
PROPERTY TAX REVENUE			
	FY2025	FY2025	Monthly
Month	Forecast	Actual	Variance
Oct	\$ 3,000	\$ 128	\$ (2,872)
Nov	382,682	63,053	\$ (319,629)
Dec	1,366,820	2,822,881	\$ 1,456,061
Jan	1,997,776	1,799,695	\$ (198,081)
Feb	1,640,064	814,283	\$ (825,781)
Mar	10,934	55,831	\$ 44,897
Apr	21,868		\$ (21,868)
May	21,868		\$ (21,868)
Jun	5,467		\$ (5,467)
Jul	5,467		\$ (5,467)
Aug	5,467		\$ (5,467)
Sept	5,467		\$ (5,467)
Total	\$ 5,466,880	\$ 5,555,871	\$ 88,991
Cumulative Forecast	\$ 5,401,276		
Actual to Forecast	\$ 154,595	2.86%	
POSITIVE	Property tax represents 30.7% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. As of March actuals exceed forecast by 2.86%.		

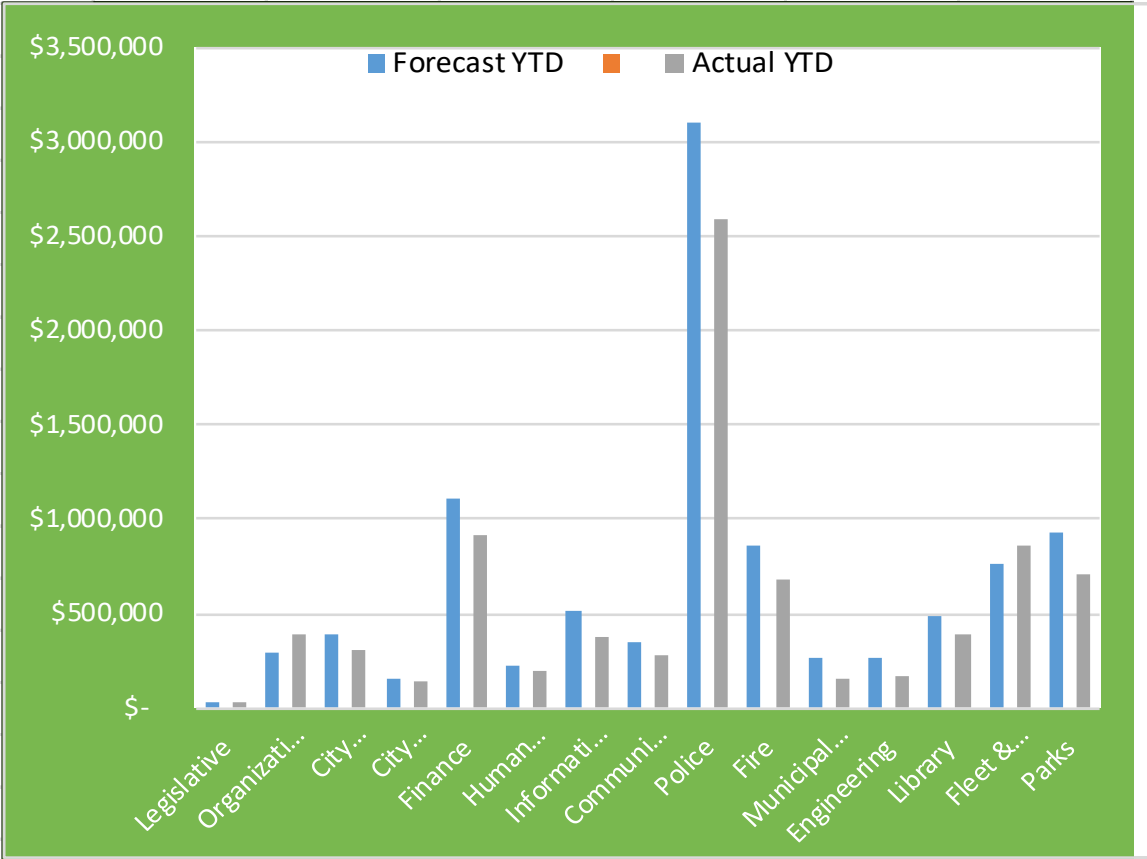
Month	Forecast (\$)	Actual (\$)
Oct	3,000	128
Nov	382,682	63,053
Dec	1,366,820	2,822,881
Jan	1,997,776	1,799,695
Feb	1,640,064	814,283
Mar	10,934	55,831
Apr	21,868	
May	21,868	
Jun	5,467	
Jul	5,467	
Aug	5,467	
Sept	5,467	



EXPENSE ANALYSIS

GENERAL FUND EXPENDITURES BY DEPT.

Division	FY2025 Forecast YTD	FY2025 Actual YTD	Variance
Legislative	\$ 29,759	\$ 31,218	\$ 1,459
Organizational	289,703	386,509	\$ 96,806
City Manager	385,779	315,456	\$ (70,323)
City Secretary	151,097	137,786	\$ (13,311)
Finance	1,105,656	915,973	\$ (189,683)
Human Resources	227,541	191,711	\$ (35,830)
Information Technology	512,389	373,470	\$ (138,919)
Community Engagement	343,237	285,814	\$ (57,423)
Police	3,101,075	2,595,571	\$ (505,504)
Fire	865,657	686,903	\$ (178,755)
Municipal Court	261,848	155,505	\$ (106,343)
Engineering	262,142	172,376	\$ (89,766)
Library	489,038	394,182	\$ (94,856)
Fleet & Facilities	767,381	859,027	\$ 91,646
Parks	933,270	705,297	\$ (227,973)
Total	\$ 9,725,572	\$ 8,206,800	\$ (1,518,772)
Actual to Forecast		84.4%	



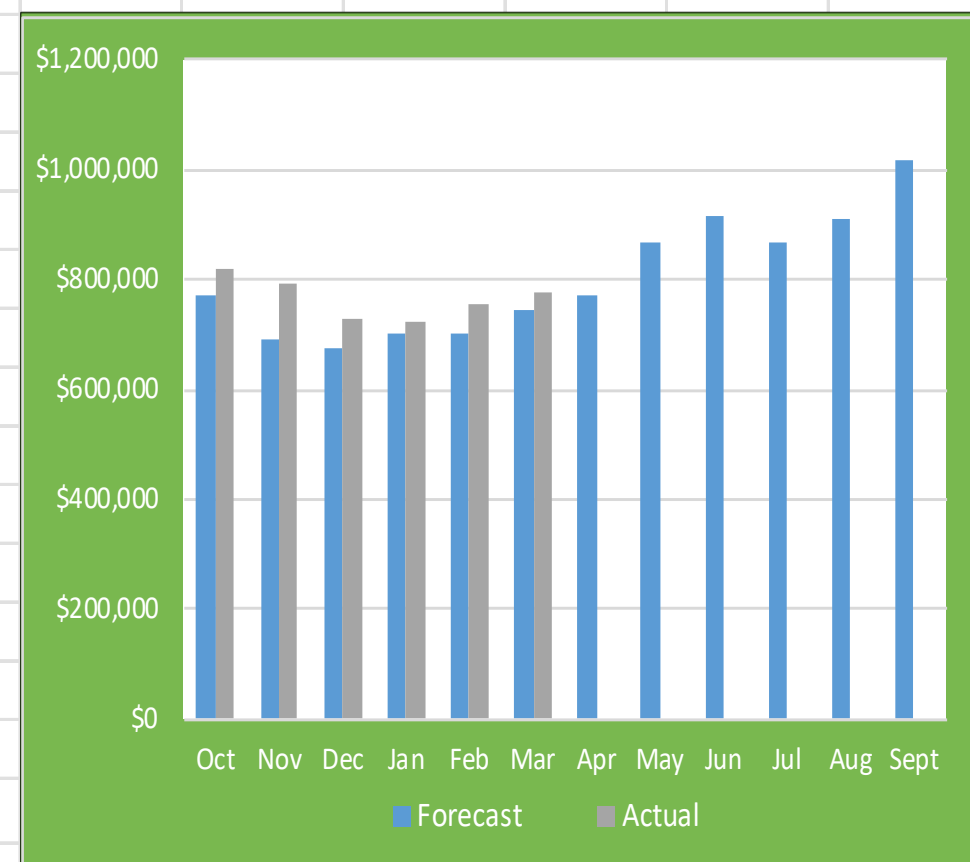
POSITIVE

This page compares forecast to actual by department within the General Fund. YTD compared to actual is 84% below that of forecast. Organizational is over due CARTS payment. Fleet & Facilities is over forecast due to vehicle and building repairs as a result of hail damage claims for which is miscuing forecast.

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

	FY2025		FY2025	Monthly
<u>Month</u>	<u>Forecast</u>		<u>Actual</u>	<u>Variance</u>
Oct	\$ 770,740		\$ 817,463	\$ 46,723
Nov	689,775		789,913	\$ 100,138
Dec	676,200		727,310	\$ 51,110
Jan	700,015		723,703	\$ 23,688
Feb	699,775		755,688	\$ 55,913
Mar	746,925		778,871	\$ 31,946
Apr	770,740			\$ (770,740)
May	865,520			\$ (865,520)
Jun	912,910			\$ (912,910)
Jul	865,280			\$ (865,280)
Aug	912,670			\$ (912,670)
Sept	1,017,450			\$ (1,017,450)
Total	\$ 9,628,000		\$ 4,592,949	\$ (5,035,051)
Cumulative Forecast	\$ 4,283,430			
Actual to Forecast	\$ 309,519		7.23%	

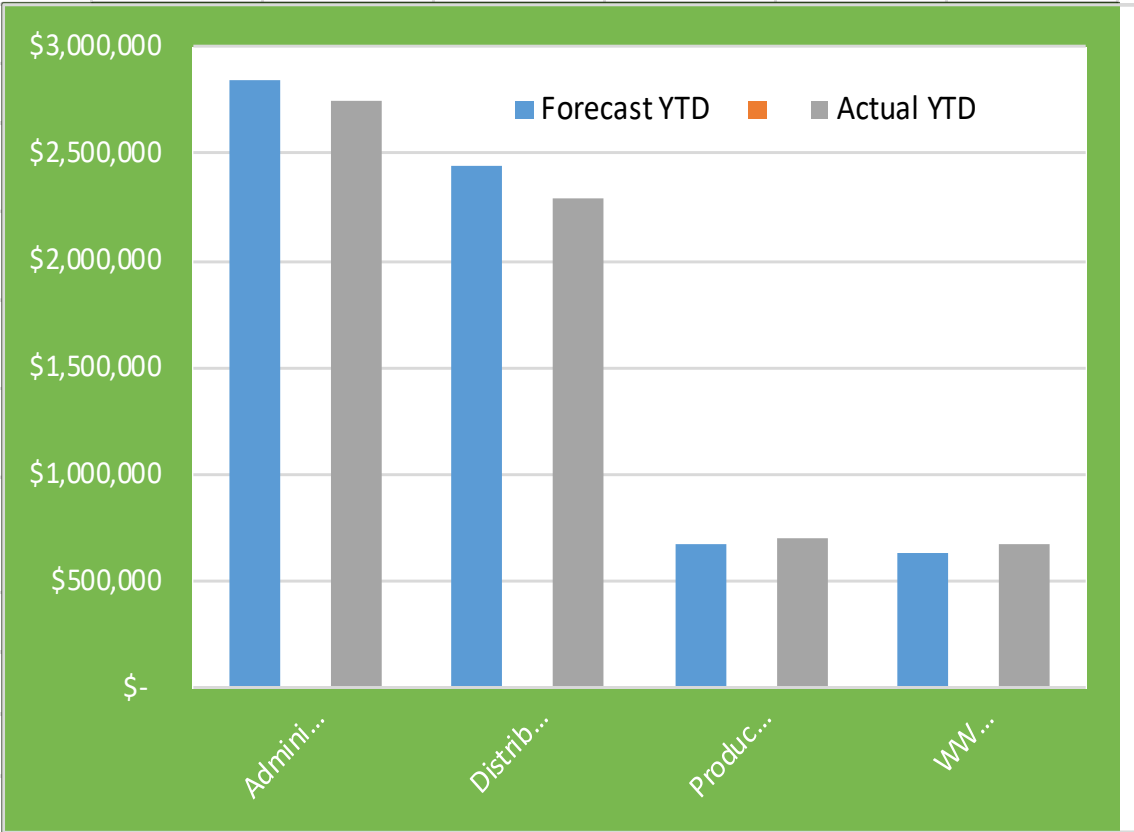


POSITIVE

The water and wastewater actual revenue is higher than forecast by 7.23%. There were 23 new residential meters and 1 new commercial meters set this month.

EXPENSE ANALYSIS			
WATER/WASTEWATER EXPENDITURES BY DIVISION			
Division	FY2025 Forecast YTD	FY2025 Actual YTD	Variance
Administration	\$ 2,839,741	\$ 2,745,129	\$ (94,612)
Distribution/Collection	2,447,537	2,296,309	\$ (151,228)
Production/Treatment	672,464	697,226	\$ 24,762
WW Treatment Plant	<u>627,836</u>	<u>681,087</u>	<u>\$ 53,251</u>
Total	<u>\$ 6,587,578</u>	<u>\$ 6,419,752</u>	<u>\$ (167,826)</u>
Actual to Forecast		97.5%	
POSITIVE	This page compares actual to forecast by the divisions within the Water/Wastewater department. Expenses are currently 97.5% of forecast. Production/Treatment division is over forecast due to equipment/software maintenance expenses being spent in the 1st quarter. WW Treatment requires a budget amendment to overtime.		

Division	Forecast YTD	Actual YTD
Administration	2,839,741	2,745,129
Distribution/Collection	2,447,537	2,296,309
Production/Treatment	672,464	697,226
WW Treatment Plant	627,836	681,087



COMPREHENSIVE MONTHLY FINANCIAL REPORT – March 2025

REVENUE ANALYSIS			
ELECTRIC FUND REVENUE			
	FY2025	FY2025	Monthly
Month	Forecast	Actual	Variance
Oct	\$ 615,889	\$ 699,941	\$ 84,052
Nov	606,866	646,432	\$ 39,566
Dec	662,014	572,362	\$ (89,652)
Jan	852,447	780,359	\$ (72,089)
Feb	667,972	710,578	\$ 42,606
Mar	733,308	642,395	\$ (90,913)
Apr	727,031		\$ (727,031)
May	802,373		\$ (802,373)
Jun	1,083,612		\$ (1,083,612)
Jul	995,138		\$ (995,138)
Aug	994,686		\$ (994,686)
Sept	743,126		\$ (743,126)
Total	\$ 9,484,462	\$ 4,052,067	\$ (5,432,395)
Cumulative Forecast	\$ 4,138,496		
Actual to Forecast	\$ (86,429)	-2.09%	
WARNING	The Electric utility revenue continues to run extremely close to projects. This is being closely monitored, and adjustments made to expenditures, to keep the fund in an overall positive status.		

Month	Forecast	Actual
Oct	615,889	699,941
Nov	606,866	646,432
Dec	662,014	572,362
Jan	852,447	780,359
Feb	667,972	710,578
Mar	733,308	642,395
Apr	727,031	
May	802,373	
Jun	1,083,612	
Jul	995,138	
Aug	994,686	
Sept	743,126	

HOTEL OCCUPANCY TAX REVENUE

Month	Forecast	Actual
Oct	\$325,000	\$325,000
Nov	\$335,000	\$440,000
Dec	\$285,000	\$350,000
Jan	\$240,000	\$270,000
Feb	\$235,000	\$310,000
Mar	\$235,000	\$270,000
Apr	\$430,000	
May	\$360,000	
Jun	\$340,000	
Jul	\$425,000	
Aug	\$405,000	
Sept	\$335,000	

This report is based on a cash method. The revenue is received by the City the month after collection.
Actual is 18.8% above forecast.

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

A bar chart comparing Forecast YTD (blue bars) and Actual YTD (gray bars) across five categories: Organizational, Convention Center, Main Street, BAIPP, and Rodeo. The y-axis represents dollar amounts from \$0 to \$2,500,000. The Organizational category shows the highest values, with a forecast of approximately \$2,300,000 and actuals of approximately \$1,900,000. The Convention Center category has a forecast of about \$450,000 and actuals of about \$400,000. Main Street, BAIPP, and Rodeo have much lower values, all below \$250,000.

Category	Forecast YTD	Actual YTD
Organizational	\$2,300,000	\$1,900,000
Convention Center	\$450,000	\$400,000
Main Street	\$180,000	\$220,000
BAIPP	\$40,000	\$50,000
Rodeo	\$20,000	\$20,000

This compares actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual at 86.% of forecast.

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EXPENSE ANALYSIS

DEVELOPMENT SERVICES EXPENDITURES BY DIVISION

	FY2025	FY2025	
Division	Forecast YTD	Actual YTD	Variance
Customer Services	\$ 291,413	\$ 240,609	\$ (50,804)
Planning	362,265	371,517	\$ 9,252
Building Inspections	301,650	276,508	\$ (25,142)
Total	\$ 955,328	\$ 888,633	\$ (66,695)
Actual to Forecast		93.0%	

Division	Forecast YTD	Actual YTD
Customer Services	\$291,413	\$240,609
Planning	\$362,265	\$371,517
Building Inspections	\$301,650	\$276,508

POSITIVE

This compares actual to forecast for each division within the Development Services Fund. YTD is reporting actuals at 93% of forecast.

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STAFF REPORT

MEETING DATE: April 22, 2025

TITLE:

Consider and act on the second reading of Ordinance No. 2025-17, amending Code of Ordinances Chapter 2 “Animal Control”, Article 2.02 “Vaccination and Licensing of Dogs and Cats” and Article 2.04 “Impoundment”, removing Section 2.02.004 “License Tag and Collar.”; amending Section 2.02.008 “Licensing and Fees” to “Pet Registration Requirement” and removing subsection (a)-(c); removing Section 2.04.006 “Confinement of Female Dogs and Cats during estrus”. This item is also referred to as the Microchipping Ordinance.

AGENDA ITEM SUBMITTED BY:

Submitted by: Robert McBain, Animal Control/Code Compliance

BACKGROUND/HISTORY:

On April 8th, 2025 at the Regular Council Meeting, City Council heard and acted on the above referenced Ordinance. At this meeting they approved of what was submitted. This is the second reading for this Ordinance which we have not received any additional comments or concerns.

In 2005 the City of Bastrop adopted Article 2.02 Vaccination and Licensing of Dogs and Cats. The purpose of this ordinance was to assist the city in locating the owners of lost pets to keep them from going to the dog pound and being euthanized. In 2008 there was an amendment to section 2.02.008 Licensing and fees which created a fee structure that was designed to promote animals being spayed and neutered. Since this ordinance was enacted in 2005, the technology has advanced significantly with Microchips. Microchips are now readily available at the veterinary clinics, animal shelters and Save an Angel where pet owners can have the microchips implanted in their pets. Also, with the microchip there is a tag included that goes on the pets collar that includes the microchip number and manufacture company which allows anyone to call and reunite the animal with its owner. This modern approach offers a more reliable method of reuniting lost pets with their owners.

There are many options for the citizens to get their pet implanted with a microchip with various prices located in Bastrop such as all veterinarian clinics, Bastrop Animal Shelter and Save an Angel.

On February 25, 2025 City Council meeting this item was tabled until the April 8, 2025 City Council Meeting with the request that staff hold a Town Hall Meeting as it relates to Pet Registration and Microchipping along with getting the public input through a survey. The Town Hall meeting was held on Wednesday, April 2nd at 5:30 p.m.

There were 169 responses from the survey with the results below:

1. 51% have their pets already microchipped. The City of Bastrop would like to close that gap to save more pets and costs.
2. 88% think microchipping is an effective way to reunite lost pets with their owners.
3. 34% say microchipping is too expensive.
4. 83% are interested in a low-cost and free microchipping event.
5. 59% prefer microchipping as their chosen method of pet identification against collars with tags and GPS trackers.
6. 62% support requiring pet registration within the City Limits of Bastrop.

Citizen Comments from the April 2, 2025 Town Hall Meeting:

There were approximately 15 people who attended in person while 20 people were watching from the livestream. Everyone who attended and spoke their opinions or shared their stories were for the idea of microchipping. There were stories shared on how microchipping helped them personally or someone they know to reunite with their beloved pets.

Part of the discussion was the benefit that city staff and others could return animals to their owners if microchipped and would not have to end up at the animal shelter.

Animals that are chipped but owners could not be contacted are held for 10 days at the Animal Shelter, where those that are not chipped are only held for 3 days.

The benefit of returning animals directly to their owner does not expose the animal to stress, diseases and even euthanasia that can occur at the Animal Shelter.

Every animal that is taken to the shelter costs the city \$270.00. If a pet is microchipped, the pet can be reunited with their owner as save The City money. With the money saved The City would be able to host spay/neutering events.

Any animal impounded at the shelter upon release will be microchipped whether released to owner or adopted.

The Texas State Law Sec.823.004 Microchip Scan Required states that animals are to be scanned once placed in an animal shelter or a releasing agency.

The City of Bastrop allows Save an Angel to have monthly vaccination clinics at City Hall, and microchipping at \$22 per animal is provided.

A citizen shared a great idea that we as a City should partner with utility companies, apartments, HOA's, contractors, and developments to advertise the ordinance for microchipping. City staff will pursue this along with other means of public information and education.

The overall consensus of the survey and the Town Hall Meeting was that animals should be microchipped.

PROPOSED CHANGE:

The proposed change is to simplify the ordinance by removing Section 2.02.004 Licensing tag and collar and Section 2.04.006 Confinement of female dogs and cats during estrus. With this change we are also amending Section 2.02.008 Licensing and Fees to reflect the following:

Sec. 2.02.008 Pet Registration Requirement

In accordance with the city ordinance, all residents of the city are required to have their dog(s) and cat(s), aged four months and older, implanted with a microchip. The microchip must be registered with the owner's current information. For newly acquired pet owners must ensure their dog(s) and cat(s) are microchipped within 30 days of ownership or 30 days of locating to the city.

This change will allow the funds and time citizens on registering and paying the registering fees to obtain a microchip for their pets which will assist in reuniting the pet with their owner. Instead of focusing on registering pets, city staff will now have the time to educate the pet owner of the necessity of microchipping their pet and other requirements of animal control.

FISCAL IMPACT:

The City of Bastrop would be saving \$270.00 per animal that could be reunited with their owners instead of being taken to the Animal Shelter.

RECOMMENDATION:

Consider and act on approving Ordinance 2025-17 amending the Code of Ordinances Chapter 2 "Animal Control", Article 2.02 "Vaccination and Licensing of Dogs and Cats" and Article 2.04 "Impoundment", removing Section 2.02.004 "License Tag and Collar."; amending Section 2.02.008 "Licensing and Fees" to "Pet Registration Requirement" and removing subsection (a)-(c); removing Section 2.04.006 "Confinement of Female Dogs and Cats during estrus as presented.

ATTACHMENTS:

1. Existing Ordinance
2. Ordinance 2025-17

ORDINANCE NO. 2025-17

AMENDING CHAPTER 2 ANIMAL CONTROL LICENSE REQUIREMENTS

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING CODE OF ORDINANCES CHAPTER 2 “ANIMAL CONTROL”, ARTICLE 2.02 “VACCINATION AND LICENSING OF DOGS AND CATS” AND ARTICLE 2.04 “IMPOUNDMENT”, REMOVING SECTION 2.02.004 “LICENSE TAG AND COLLAR.”; AMENDING SECTION 2.02.008 “LICENSING AND FEES” TO “PET REGISTRATION REQUIREMENT” AND REMOVING SUBSECTION (A)-(C); REMOVING SECTION 2.04.006 “CONFINEMENT OF FEMALE DOGS AND CATS DURING ESTRUS”; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

- WHEREAS**, the City of Bastrop, Texas (the “City”) is a home rule municipality located in Bastrop County, Texas hereby seeks to promote animal welfare, safety, and health; and
- WHEREAS**, the City Council finds and determines that the requirements adopted here in are authorized under statute and comport with current federal, state, and local law; and
- WHEREAS**, the City finds it necessary to review and amend certain aforementioned codes to meet changing conditions and are in the best interest of the City; and
- WHEREAS**, the City finds that this Ordinance was passed and approved at a meeting of the City Council of the City of Bastrop held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members was present and voting.

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

- Section 1.** Findings of Fact. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.
- Section 2.** Amendment. Chapter 2 Article 2.02, Sections 2.02.004 and 2.02.008 is hereby amended as set forth with underlines being additions, double underlines being moved text, and ~~strikethroughs~~ being deletions.

Sec. 2.02.004 License tag and collar.

~~Upon payment of the license fee, where applicable, the city shall issue to the owner a license certificate and metal tag having stamped the number corresponding with the number of the certificate. Such tag shall at all times be securely attached to a collar or harness around the neck of the licensed animal. In case a tag is lost, a duplicate will be issued by the city police department, or its designee, upon presentation of the receipt showing the payment of the license fee. Tags shall not be transferable from one animal to another, and no refunds shall be made. ;hn0;~~

Sec. 2.02.008 Licensing and fees Pet Registration Requirement.

In accordance with the city ordinance, all residents of the city are required to have their dog(s) and cat(s), aged four months and older, implanted with a microchip. The microchip must be registered with the owner's current information. For newly acquired pets owners must ensure their dog(s) and cat(s) are microchipped within 30 days of ownership or 30 days of locating to the city.

- ~~(a) *License required.* No person shall own, keep or harbor a dog over the age of three (3) months within the city, unless a license has been obtained for the dog owned.~~
- ~~(b) *Administration of licensing.* The city will furnish licenses as provided for herein. Licenses shall be available at the following locations:~~
 - ~~(1) City utility department;~~
 - ~~(2) The city police department; and~~
 - ~~(3) The county animal shelter.~~
- ~~(c) *Application.* Written applications for dog licenses shall be made upon a printed application form provided by the city and shall state the name and address of the owner of the dog(s), and the name, breed, color, age and sex of each dog being licensed. Applications may be obtained at the locations provided for above in subsection (b) of this section.~~
- ~~(d) *Conditions for license.* Dog license tags shall be issued upon payment of a license fee and upon presentation of a rabies certificate issued by a licensed veterinarian showing that such vaccination was given in compliance with state law.~~
- ~~(e) *License fee and term of licenses.*~~
 - ~~(1) If the owner presents documentation prepared and signed by a veterinarian licensed by the state which demonstrates that the dog to be licensed has been altered, the owner shall be provided a lifetime license for such animal, for a one-time licensing fee as set forth in section A2.02.008 of the fee schedule in appendix A to this code;~~
 - ~~(2) Owners of an unaltered dog(s) shall be required to file an application for a new license for the dog(s), each year. The fee for such annual license shall be as set forth in section A2.02.008 of the fee schedule in appendix A to this code;~~

~~(3) No license fees shall be due or paid for any dog that is owned by a citizen over 65 years of age, if such animal is altered. Unaltered animals owned by citizens over 65 years of age shall be licensed as set forth above in subsection (e)(2).~~

Section 2. Enactment. Chapter 2, Article 2.04, Section 2.04.006 of the City of Bastrop Code of Ordinances is hereby amended as set forth with underlines being additions, double underlines being moved text, and strikethroughs being deletions.

Sec. 2.04.006 Confinement of female dogs and cats during estrus.

~~The owner/harbinger of any unneutered female dog or cat in the state of estrus ("in heat") shall confine the animal that is in heat during such period of time, by enclosing the animal in a house, building or other secure enclosure. The area of enclosure shall be so constructed that no other dog or cat may gain access to the confined animal(s), except for the purpose of intentional breeding of the animal by the owners/harborers. Owners/harborers who do not comply with this requirement shall be ordered to immediately remove the animal that is in heat from other person's or public property, and to place the animal in confined quarters. Failure to comply with the removal order of the animal control department shall be a violation of this article and the dog or cat that is in heat, but is not confined, may be impounded as prescribed in this chapter. All expenses incurred as a result of this confinement shall be paid by the owner/harbinger of such animals.~~

Section 3. Codification. The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 4. Passage. Pursuant to Section 3.12 of the City Charter, the Council determined that the first reading of this Ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance was passed by the affirmative vote of four or more members of the City Council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon a second reading.

Section 5. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 6. Repeal. This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Bastrop, Texas, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances, are hereby repealed.

Section 7. Effective Date. This Ordinance shall take effect immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 8th day of April 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 22nd day of April 2025.

APPROVED:

by: _____
John Kirkland, Mayor Pro-Tem

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

MEETING DATE: April 22, 2025

TITLE:

Consider and act on the second reading of Ordinance No. 2025-41, amending Chapter 15, Article 15.01 “Cemeteries” of the Bastrop Code of Ordinances, to reflect various updates to language and add provisions for the operation of a Columbarium.

AGENDA ITEM SUBMITTED BY:

Submitted by: Judy Sandroussi, Finance Director

BACKGROUND/HISTORY:

The City of Bastrop, Texas, is a Home-Rule municipal corporation with the authority granted by the State of Texas to control, manage, and oversee the operation of its municipal cemetery, locally known as Fairview Cemetery.

The Fairview Cemetery Advisory Board is the advisory body appointed by the Mayor, and confirmed by City Council, to make recommendations to the City Council concerning policies, rules, regulations, and matters related to the proper operations of the Fairview Cemetery, for the benefit of the Bastrop community.

The Fairview Cemetery Advisory board met on December 3, 2024, and January 15, 2025, to evaluate and consider whether to recommend that the City Council amend the Cemetery Ordinance to reflect various updates to language and add provisions for the operation of a Columbarium.

The proposed changes are to replace the word “plot” to ‘space”, add language defining a proposed definition of a Columbarium niche, add language to define a Columbarium niche size and number of placements, add a section on cremation costs and financial responsibility of those costs, add Section 15.01.016 – Curbing Standards, and add language to address Inscription Standards for a Columbarium niche. All changes are in red font on the attached Draft Ordinance.

POLICY EXPLANATION:

The Code of Ordinance Chapter 15 – Cemeteries, Article 15.01 – Fairview Cemetery, Sec. 15.01.002(b)(4) The role of the advisory board shall be to recommend rules to the City Council, as are necessary concerning the use, care, control, management, restriction, and protection of the Fairview Cemetery. Any matter relating to the Fairview Cemetery shall be referred to the Bastrop Cemetery Advisory Board for their consideration of recommendation before the action is taken by the City Council, however, the advisory board’s role shall be advisory only.

Section 3.14 of the Charter of the City of Bastrop requires that amendments to an ordinance can only be approved by the City Council through an ordinance.

FUNDING SOURCE:

NA

RECOMMENDATION:

Judy Sandroussi, Finance Director, recommends approving the second reading Ordinance No. 2025-41, amending Chapter 15, Article 15.01 “Cemeteries” of the Bastrop Code of Ordinances, to reflect various updates to language and add provisions for the operation of a Columbarium.

ATTACHMENTS:

1. Ordinance No. 2025-41
2. Revised Cemetery Ordinance

ORDINANCE NO. 2025-41

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CITY CODE OF ORDINANCES, CHAPTER 15, ARTICLE 15.01, TO REFLECT VARIOUS UPDATES TO LANGUAGE AND ADD PROVISIONS FOR THE OPERATION OF A COLUMBARIUM; REPEALING CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas, a Home Rule municipality incorporated and operating under the Laws of the State of Texas, is the permanent trustee for the perpetual care of lots and graves in the Fairview Cemetery; and

WHEREAS, the City of Bastrop has authority to adopt rules and regulations governing operations of the cemetery; and

WHEREAS, the Fairview Cemetery Advisory Board met on December 3, 2024, and January 15, 2025 to evaluate and consider whether to recommend that City Council amend the Cemetery Ordinance to reflect various updates to language and add provisions for the operation of a Columbarium; and

WHEREAS, the Fairview Cemetery Advisory Board made a motion to amend and update the Cemetery ordinance; and

WHEREAS, the Bastrop City Council has determined that the changes recommended by the Fairview Cemetery Advisory Board on January 15, 2025 are in the best interest of the City and its citizens and should be adopted.

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

Section 1: That Chapter 15 of the Code of Ordinance, entitled Cemeteries Article 15.01 "Fairview Cemetery", shall be amended to reflect updates to the definition of available interment spaces, inscription standards and to add Section 15.01.16 – Curbing Standards.

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 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 8th day of April 2025.

READ AND ADOPTED on Second Reading on the 22nd day of April 225.

APPROVED:

John Kirkland, Mayor Pro-Tem

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

City Attorney

Chapter 15 - CEMETERIES
 ARTICLE 15.01 - FAIRVIEW CEMETERY
 Sec. 15.01.001 - Definitions.
 In this article:

Burial site. A space of ground that is in a cemetery and that is used or intended to be used for interment in the ground.

Cemetery. A place that is used or intended to be used for interment, and includes a graveyard, burial park, or mausoleum.

Columbarium. A structure at the cemetery with niches for the placement of funeral urns.

Cremated remains. The bone fragments remaining after the cremation process, which may include the residue of any foreign materials that were cremated with the human remains.

Funeral establishment. A place of business used in the care and preparation for interment or transportation of human remains, or any place where one or more persons, either as sole owner, in co-partnership, or through corporate status, are engaged or represent themselves to be in the business of embalming or funeral directing.

Grave. A space of ground that is in a burial park and that is used or intended to be used for interment in the ground.

Interment. The permanent disposition of remains by entombment, burial, or placement in a niche.

Niche. A space in a columbarium intended for the placement of a cremains of one person. Each niche can accommodate two (2) urns.

Perpetual care. The maintenance, repair, and care of all places in the cemetery.

Perpetual care cemetery. A cemetery for the benefit of which a perpetual care trust fund is established.

Space. A space in a cemetery owned by an individual or organization that is used or intended to be used for interment, including a grave or adjoining graves.

Sec. 15.01.002 - City as permanent trustee for perpetual care and creation of cemetery advisory board.

- (a) The city as owner and operator of Fairview Cemetery is hereby authorized to act as a permanent trustee for the perpetual care and upkeep of spaces and graves in the cemetery and shall accept such trust as provided in this article.
- (b) *Cemetery advisory board.*
 - (1) The advisory board members shall be appointed by the mayor and confirmed by the council, for terms of three (3) years. Each seat on will be assigned a "place." Advisory board members' terms of service shall be "staggered," so that the entire membership of the advisory board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the advisory board membership is divided into thirds. Initial staggering of the membership will be accomplished by having all appointees/members who are serving as of the first annual meeting following approval and passage of this section (held in July), "draw lots" to determine which "place" will have what number of service in the transition period (e.g., one-third (1/3) of the places will draw for one-year terms, one-third (1/3) of the places will draw for two-year terms, and the remaining one-third (1/3) of the places will draw for three-year terms.) After the first July meeting, staggering of membership, by place, will begin.
 - (2) In the event of a vacancy, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.

- (3) The members of the advisory board shall reside within the city's extraterritorial jurisdiction and/or the city.
- (4) The role of the advisory board shall be to recommend rules to the City Council, as are necessary, concerning the use, care, control, management, restriction, and protection of the Fairview Cemetery. Any matter relating to the Fairview Cemetery shall be referred to the Fairview Cemetery Advisory Board for their consideration and recommendation before the action is taken by the City Council, however, the advisory board's role shall be advisory only.

(Ord. No. 2009-31, 10-27-09; Ord. No. 2012-13, pt. 4(C), 6-26-12; Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.003 - Adoption and enforcement of rules and regulations to establish perpetual care cemetery and protect and care for graves.

- (a) The city shall adopt and provide for the enforcement of such reasonable rules and regulations as may be necessary to establish, maintain, and oversee the Fairview Cemetery as a perpetual care cemetery, to protect the graves of those who are interred in the cemetery, and to maintain the beautification of the cemetery under uniform conditions. Perpetual care shall herein mean a cemetery for the benefit of which is created a perpetual care trust fund established pursuant to state law for the maintenance, repair and care of all spaces and graves in the cemetery including, but not limited to road maintenance, mowing, edging, pruning, landscape construction, pest control, security, and all other maintenance activities that are deemed necessary to the care, protection, and preservation of the cemetery.
- (b) The city is hereby empowered to enforce all rules and regulations, to exclude from cemetery property any violator and shall have charge and supervision of the grounds, buildings, persons on cemetery property, funerals, traffic, employees, space owners and invitees.

Sec. 15.01.004 - Purpose; applicability; force and effect.

For the mutual benefit and protection of space purchasers in the Fairview Cemetery, the rules and regulations in this article are hereby adopted, approved and enacted by the City Council. These rules and regulations, as may from time to time be amended, shall be applicable to all space owners, visitors, tradesmen, contractors, employees, and agents of the same. Reference to these rules and regulations in any letter, memorandum, contract, deed, certificate of ownership, or other instrument shall have the same force and effect as if fully set forth therein.

Sec. 15.01.005 - Renunciation of trust by city; successor.

If the city shall hereafter renounce the trust it accepts pursuant to this article or if the city fails or refuses to act as a permanent trustee for the cemetery, then the county judge shall appoint a suitable successor to the city which shall faithfully execute the trust as provided herein.

Sec. 15.01.006 - Funds accepted in trust for care and upkeep.

The city will not accept funds in trust for the care of individual spaces or graves, other than as a portion of the total cost of a space which shall be used by the city for the general care and maintenance of all graves in the cemetery. The city will accept donations, gifts, or grants for the upkeep or enhancement of the entire Fairview Cemetery.

Sec. 15.01.007 - Power and authority to invest funds.

The city is hereby invested with the power, authority, and duty to invest and reinvest all funds advanced to or otherwise provided to it for the purposes set forth in this article in interest bearing bonds and securities and other institutions as are authorized under the laws of the state.

Sec. 15.01.008 - Management.

- (a) The City Manager shall be responsible for overseeing and supervising the maintenance, care and operation of the Fairview Cemetery as a perpetual care cemetery, but may in his discretion, appoint or hire employees or contractors or agents to carry out the duties mandated herein.

- (b) The Chief Financial Officer, his/her designee, shall be responsible for the day-to-day operation of the Fairview Cemetery, including the sale of spaces, the filing of deeds in the county clerk's office, providing notification and permits for interment, and for all record-keeping associated therewith.
- (c) Cemetery care, oversight and supervision by the city does not include the purchase, erection, repair, leveling or replacement of monuments, headstones, markers or any other item on a grave site.
- (d) The city shall take reasonable care to protect the burial rights of space owners, but specifically disclaims any and all responsibility for loss or damage caused by third parties or other events, including but not limited to vandals, unavoidable accidents, malicious mischief, and acts of nature, and the failure of a party to satisfy contractual obligations regardless of whether the loss or damage is direct or collateral or to person or property.
- (e) All funerals within the Fairview Cemetery property shall be scheduled and coordinated through the Finance department.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.009 - Hours of operation.

Visitation at the Fairview Cemetery is permitted from sunrise to sunset seven (7) days a week. Burials, on receipt of an interment permit, shall be permitted from 9:00 a.m. to 4:00 p.m. Monday—Friday, except in the case of special circumstances and on a case-by-case basis the City Manager, or his/her designee, may permit interment at other times. No interment is permitted on state, federal or city holidays. In the event the City Manager or his designee permits a burial to occur outside of the cemetery's regular hours, the individual requesting the burial may be responsible for paying any and all associated costs, including but not limited to the payment of overtime costs of city employees. All construction, maintenance or digging of a grave shall cease during a funeral service unless authorized by the finance department in advance.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.010 - Recordkeeping.

- (a) The city shall maintain permanent cemetery records, which shall be the official records regarding the purchase and ownership of deeds in the Fairview Cemetery. These records shall contain:
 - (1) The name, address, telephone number, and email address of each person purchasing a grave site.
 - (2) The purchased burial site identified by section, row, lot and block (as applicable).
 - (3) Notification, in writing, of the individual who is to be buried in the space, if different from the purchaser.
 - (4) Proof of receipt of a copy of this article by the purchaser.
 - (5) Evidence of deed transfers between individuals, when applicable.
- (b) It shall be the responsibility of every purchaser of a space in the Fairview Cemetery to keep the city fully informed of his/her current mailing address. Notice required pursuant to the provisions of this article shall be deemed sufficient if sent to the most recent mailing address in the city's records.
- (c) It shall be the responsibility of every purchaser of a space in the Fairview Cemetery to immediately inform the city, in writing, if the individual to be interred in the grave site changes from the initial designation or if there is a transfer in ownership of the grave site.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.011 - Previously purchased cemetery spaces in the Fairview Cemetery.

The city will honor all prior sales of cemetery spaces in the Fairview Cemetery by the Fairview Cemetery Association or Bastrop Cemetery Association upon proof of prior purchase and payment in full.

If proof of purchase is not available, the city will accept an affidavit of ownership which shall be signed and notarized.

Sec. 15.01.012 - Sale of cemetery spaces; generally.

- (a) *No discrimination.* The city shall not discriminate in the sale, location or availability of cemetery lots which shall be available on a "first come, first serve" basis. The city, however, reserves the right to sell lots in the sections of the cemetery that are currently open and available for purchase.
- (b) *Warranty deed/payment in full.* Grave sites in the Fairview Cemetery shall be conveyed to a purchaser by warranty deed, identified by section, row, block and lot, for the purpose of the burial of human remains only. Every purchaser of a lot shall be required to complete an application and pay the city for the cost of the grave site and the recordation of the deed in the county clerk's office. Deeds may be delivered to a purchaser only upon full payment of the purchase price, which must be paid prior to interment.
- (c) *Cost.* The cost of a cemetery space shall be as set forth in the fee schedule in appendix "A" of the city code. The purchaser shall also be required to pay the cost to the city for filing the cemetery deed with the county clerk's office. The city and the county clerk's office reserve the right to change the above referenced fees at any time at their discretion.
- (d) *Maximum number of cemetery spaces.* A maximum of eight (8) cemetery spaces shall be available for purchase at any one (1) time by the same individual. However, the maximum number of spaces for purchase may be increased above eight (8) at the discretion of the City Manager, or his/her designee, should specific circumstances indicate that additional spaces are required.
- (e) *Receipt of article.* Every person who purchases a cemetery space shall acknowledge in writing, which writing shall be maintained by the city, that they have received a copy of this cemetery article and they (and any heirs, assigns, or successors) will abide by the provisions established herein.
- (f) *Sale to individuals only.* Cemetery spaces in the Fairview Cemetery may be purchased by individuals only and not by a business or entity for the purpose of resale, except in the case of an entity involved specifically in the business of burial services, as a representative of an individual to be buried, or the deceased's family.
- (g) *Interments.* One (1) cemetery grave plot is approximately 5' x 11', unless otherwise designated. Interment allowed in a single grave space shall be:
 - (1) One person's bodily remains;
 - (2) Two people's bodily remains stacked vertically only if lower coffin is equipped with a concrete liner;
 - (3) One persons bodily remains and one persons' cremated remains;
 - (4) Two (2) people's cremated remains; or
 - (5) At the discretion of the City Manager.
- (h) *Columbarium niches are 8" x 8" or 12" x 12". The maximum number of placements per columbarium niche is two (2) cremations.*

The remains of a cremated animal may be buried within the same container as the human remains at the time of the interment, and only in any of the above listed circumstances. The remains of noncremated animals may not be buried in the Fairview Cemetery.

- (h) *Correction of errors.* The city shall have the right to correct errors in interment, disinterment, removal or in the description, transfer or conveyance of interment property, either by cancellation and conveyance of interment property of equal value and location selected by the city, or in the sole discretion of the city, by refunding all sums paid on account of the purchase. If an error involves the interment of remains, the city shall have the right to remove the remains to another site of equal value and similar location as may be practicable and shall convey ownership to the new site.

- (i) *Delay due to protest.* The city shall not be liable for a delay in interment when a protest to interment has been made or when the rules and regulations of the city have not been met. The city reserves the right under such circumstances to delay the burial or refuse to permit the burial until the protest is resolved. The city shall have no duty to recognize any protest of interment unless filed with the city in writing or upon order of a court of competent jurisdiction.
- (j) *Pauper gravesites.* Pauper gravesites for indigents shall be available by permit only at the sole discretion of the City Manager. Conformation of the indigent status of the individual must be proven along with the indigent's last known address. Burial sites for indigents who resided in the city limits will be provided at no cost and a marker identifying the indigent's gravesite shall be installed. The interment of indigents who resided outside the city limits shall be at the city's discretion and, if allowed, shall be buried at the expense of the party requesting the burial, which includes purchase of the space, a filing fee, a marker, permit fee, and a grave preparation fee

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.013 - Opening or reopening of graves; interment permit required.

- (a) *Permit required.* New graves in the Fairview Cemetery shall be opened only under the direct supervision of the city, and upon receipt of an interment permit. A permit for interment will be issued only if proper certificates, as required by state law, have been provided, along with the name of the deceased, the name and address of the purchaser, the exact location of the space, burial details, and payment information. Whenever possible, a person seeking a permit for interment shall provide the city with a copy of an official report of death, certificate of death, or original death record for the state. The city shall use their best efforts to promptly issue requests for interment permits and shall when possible process issue permits within twenty-four (24) hours of receiving all necessary information. A person or entity desiring to dig a grave in the Fairview Cemetery shall file with the finance department a certificate of liability insurance, with the city as an additional insured, in the minimum amount of \$500,000.00, which sum may be used to pay for any damages occurring to person or property in the process of digging the grave. The certificate may be held by the city for application to future burials.
- (b) *Reopening of graves or niches.* Reopening a grave or niche for the purpose of **interring** a second decedent, whether the decedent is cremated or intact, shall require an interment permit from the city under the same regulations set forth in subsection (a) and the payment of a reopening fee.
- (c) *Payment in full.* No permit will be issued for the opening or reopening of a space until payment for the **space** is received in full.
- (d) *Twenty-four-hour notice.* The city prefers a minimum of twenty-four (24) hours' notice prior to interment to issue the interment permit and identify the interment site for opening and interment by a licensed or approved contractor.
- (e) *Information and location of space.* The city shall not be liable for the information provided by a permit applicant and listed on the interment permit, including the identity of the person for whom interment is sought or errors in the location of a burial site.
- (f) *Grave depth.* Grave depth shall be in compliance with state law.
- (g) *Grave backfilling.* All graves shall be backfilled and force settled by hydraulics or mechanical means to the satisfaction of the city.
- (h) *Grade level.* All graves shall be maintained at the same level as the surface of the ground surrounding the space. Under no circumstances, shall a grave mound be permitted to remain after a grave has settled.
- (i) *Hand digging.* The hand/shovel excavation of a grave is prohibited in the Fairview Cemetery, except for cremation sites with an interment permit. This prohibition may be waived at the sole discretion of the City Manager, or his/her designee, should extenuating circumstances arise.

(j) Cremation Costs and Responsibility. The costs of cremation, including urns, are not covered by any fee or fees paid to the City of Bastrop or Fairview Cemetery. The representative or family of the deceased

Persons shall be responsible for the cremation in accordance with the laws of the State of Texas and for the payment of costs in connection therewith.

(Ord. No. 2009-31, 10-27-09; Ord. No. 2010-27, pt. 1, § 15.13, 10-26-10; Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.014 - Right of first refusal.

No sale, transfer or assignment of title of any space in the Fairview Cemetery shall be valid without the written consent of the city. All cemetery deeds for spaces sold by the city in the cemetery shall provide the city with the "right of first refusal" which permits the city to repurchase the space in the event the owner of a burial site wishes to divest his/her interest. The space may be repurchased by the city in the amount the space was originally sold to the owner. If no records exist to evident the original price paid, the city may repurchase the space for the percent to be determined of the current existing space price.

Sec. 15.01.015 - Prohibited activities.

- (a) The placement of objects which are deemed hazardous, or injurious, to the environment, public, or city employees (i.e. glass objects; loose, sharp, pointed/jagged or metal wire objects etc.) is prohibited in Fairview Cemetery.
- (b) Glass vases are prohibited in the cemetery.
- (c) Curbing is permitted in all areas of the Fairview Cemetery after the obtainment of the required construction permit from the city through an application to the finance department and shall comply with all city and cemetery construction rules, specifications and requirements.
- (d) No party shall enlarge, reduce, re-plat or change the boundaries or grade of the cemetery or the location of any roads, drives, walks, parkways, or gardens, which shall be the exclusive right of the city. All grading, landscaping, planting, trimming, and cutting of trees and other vegetation shall be the sole responsibility of the city.
- (e) The drinking of alcoholic beverages in the Fairview Cemetery is strictly prohibited.
- (f) No dogs are permitted in the Fairview Cemetery, with the exception of service dogs.
- (g) No advertising of any type is permitted in the Fairview Cemetery, including the posting of signs advertising the sale of private burial spaces, funeral homes, or grave digging services.
- (h) Construction or reconstruction, including, but not limited to fencing, trellises, coping, or other enclosures, whether of vegetation or other matter, is prohibited around any space within the Fairview Cemetery, except, however, as of the effective date of this article, nonconforming, permanently installed fencing, coping, trellises or enclosures of any kind may remain "as is." In the event the nonconforming improvement is removed or damaged, the improvement will be removed without a replacement permitted. This section shall not apply to fencing or other improvement that, at the discretion of the City Council, is historical in nature and replacement or repairs can be made safe and in a manner that preserves the original historical design or integrity of the grave site.

Sec. 15.01.016. – Curbing Standards.

Curbing shall be allowed in any section of city-owned cemeteries after a written permit is obtained from the public works department with following requirements:

- (1) Permitted curbing must be placed within the property pins of the property owner; an inspection must be requested prior to placement of concrete; property pins shall not be disturbed.
- (2) Such permitted curbing must be constructed with a flat surface at the ground level of existing and surrounding natural contour areas.
- (3) Permitted curbing shall be constructed in a rectangle style with:
 - a. A minimum of five sack concrete, six inches wide at the top and bottom;

- b. One foot deep;
- c. Two each# 3, three-eighths-inch steel rebar with one rebar being three inches from the bottom and one rebar being two inches from the top surface of the curb with both horizontal rebar being suspended with sufficient #3 rebar vertical bars as to not allow sagging and securely driven into the soil at least one foot deep.
- (4) All costs associated with the placement, maintenance and repairs shall be the responsibility of the owner.
- (5) The City of Bastrop shall not be responsible for any damages to the curb associated with grave openings and/or closings or any other cause.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.017 - Monument, memorial or tombstones; construction permit required.

- (a) *Permit required.* Any person desiring to erect a monument, memorial, tombstone or other marker in the Fairview Cemetery shall obtain a written permit from the city through an application to the finance department and shall comply with all city and cemetery construction rules, specifications, and requirements.
- (b) *Certificate of insurance.* Prior to the issuance of a permit by the city for the purposes of erecting a monument, tombstone or other marker or memorial in the Fairview Cemetery, the applicant shall file with the finance department a certificate of insurance with the city listed as an additional insured as stipulated in section 15.01.013(a). This insurance coverage shall be for the repair or replacement of cemetery property, if necessary, caused by a contractor, which repair and replacement shall be the sole responsibility of the individual performing the work.
- (c) *Performance.* Concrete or other material used on a cemetery space to build a monument, marker, memorial or tombstone shall be mixed and prepared in the streets of the Fairview Cemetery only and not on grass, dirt or other areas. The person performing such work shall, upon completion, immediately remove all sand, gravel, tools and other equipment from the cemetery and shall leave the cemetery property in the same or better condition as it was prior to performance of the work, including removing all trash or other litter.
- (d) *Standards.* Permanent bronze, granite or marble monuments, markers, memorials or tombstones may be constructed at a grave site, however, the city shall have the right to refuse the placing of any item at a grave site if it is found that the memorial is not in compliance with this article or that the workmanship or foundation does not satisfy generally accepted standards in this area.
- (e) *Height restrictions.* Monuments, markers, memorials, or tombstones in the Fairview Cemetery shall be six (6) feet in height or less, unless otherwise approved by the City Manager.

(f) *Inscription on Niche Faceplate.* The price of engraving of the faceplate is not included in the purchase of the niche. Fairview Cemetery will facilitate suitable engraving of the niche faceplate at the time of interment. Payment of the current price for engraving will be due prior to ordering the final faceplate and prior to interment. From the time of interment until the return of the engraved faceplate, a temporary faceplate, uniform in size and engraving style with existing nameplates will be affixed to the niche.

The text of each interred person's name to be inscribed shall be defined by the representative or family of the deceased, the exact terms of which shall govern both the name used, and the _____ typeface such that each faceplate shall be prepared uniformly in the size and style determined by the Advisory Board, limited to the name of the deceased, as space permits, as well as the dates of birth and death as in these examples:

<p>First Name Middle Name (or initial) Last Name Date of Birth Date of Death</p>
--

John David Doe
January 1, 1950
April 26, 2019

No other inscriptions will be permitted.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.017 - Placement of objects in the Fairview Cemetery.

- (a) Flowers, potted plants, wreaths, baskets, floral pieces, funeral designs, decorations, and sentimental objects are permitted to be placed on gravesites. The city shall have the right to remove and dispose of, in its sole discretion, any item(s) placed on a grave site that have become withered, deteriorated, hazardous, or an obstruction to maintenance. In no event shall the city be responsible for locating and returning items to the original owner. Further, the city shall not be responsible for the upkeep or protection of items placed in the cemetery.
- (b) Gravel, rock, or mulch placed upon any grave, require a commercial grade weed control liner, and must be surrounded and contained by a continuous curbing or border that prevents the movement of the materials beyond the gravesite. Gravesites that are covered with such materials must be maintained by the property owner or heirs. If not maintained, the city reserves the right to remove the covering.
- (c) Nothing may be attached or affixed to the niches in the columbarium. Small bouquets of flowers may be placed at the base of the columbarium on days that are special to your family. No artificial flowers or non-floral items may be placed on or below the columbarium, and our staff will remove memorials after approximately one week. Vases or containers left at the columbarium will not be returned when removed. All decorations are subject to removal if another service is planned.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.018 - Planting in the Fairview Cemetery.

- (a) Shrubs, grass, flowers or other vegetation may be planted and shall be permitted to remain, unless the visible vegetation and/or roots become dangerous to adjacent spaces, walkways or streets, grows beyond a four-foot height restriction and/or space boundaries, or becomes unsightly or inconvenient for other visitors. In such event, the city may remove the planting in its sole discretion.
- (b) Potentially hazardous or invasive species of plants, such as bamboo are prohibited.
- (c) Any diseased, infected, or dead trees or shrubbery may be immediately removed by the city.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.019 - Grave site beautification by relations of deceased.

None of the rights, powers and duties provided for in this article shall deprive any person having any interest in a grave or space from beautifying or caring for the grave or space, individually, at his own expense, under the rules and regulations stated herein.

(Ord. No. [2017-02](#), pt. 1, 1-24-17)

Sec. 15.01.020 - Property rights of space owners.

- (a) *Interment rights.* Interment rights of space owners shall be as follows:

- (1) A space in which the exclusive right of burial is conveyed is presumed to be the separate property of the person named as grantee in the instrument of conveyance filed with the county clerk's office.
 - (2) The spouse of a person to whom the exclusive right of burial in a space is conveyed has a vested right of interment in the space while the spouse is married to the space owner.
 - (3) A spouse's vested right of interment survives and is not divested by an attempted conveyance of the grave site without the joinder or written, attached consent of the spouse.
- (b) *Termination of vested right.* A spouse's vested right of interment is terminated:
- (1) On the final decree of divorce between the space owner and the owner's spouse unless the divorce decree provides otherwise; or
 - (2) When the remains of the person having the vested right are interred elsewhere.
- (c) *Other burial rights.* Unless a deceased space owner has made a specific disposition of a space by express reference in the owner's will or by a written declaration filed with the city, a grave shall be reserved for the surviving spouse of the space owner first, and then space owner's children, in order of need.
- (d) *Waiver.* A surviving spouse or child of a deceased space owner may waive, in writing, his/her right of interment in a grave site in favor of a relative up to the third degree of sanguinity of the owner or the owner's spouse. The person in whose favor the waiver is made may be interred in the space.
- (e) *Conveyance.* No sale, transfer or assignment of title of any space in the Fairview Cemetery is valid without the written consent of the city endorsed upon the instrument of transfer or assignment and recorded in the records of the city and the county clerk's office, which filing fee shall be paid by the grantee or grantor at the time of the conveyance. All conveyances are subject to the city's right of first refusal.
- (f) *Multiple owners.* Two (2) or more owners of a space may designate a person to represent the space and file with the city written notice of the designation. If notice is not filed, the city may inter or permit an interment in the space at the request or direction of a registered co-owner of the space.
- (g) *Right of ingress and egress.* The city reserves to itself and to lawful invitees, a perpetual right of ingress and egress over spaces for the passage to and from other spaces.
- (h) *Subdivision.* Individuals may not subdivide a space without the consent of the city and the burial of the remains of any person not having an interest in the burial site shall be strictly prohibited without the written consent of all interested parties according to the records of the city and approved by the city.
- (i) *Consent required for opening of caskets.* A casket containing human remains shall not be opened within the confines of the cemetery by a funeral director or his agent or employee without notice to the city twenty-four (24) hours in advance and without the consent of a legal representative of the deceased or by order of a court of competent jurisdiction.
- (j) *Location of interment site.* When the instructions regarding the location of a space cannot be obtained, are indefinite, or for any reason the grave cannot be opened where specified, the city may, in its discretion, order a space opened in an alternative location within the cemetery as deemed best and proper and without delaying the funeral service. The city shall not be liable for the selection of the gravesite.

Sec. 15.01.021 - Disinterment.

Disinterment and removal shall be conducted by qualified funeral homes or contractors only with a minimum of twenty-four (24) hours notice to the city, in writing, and at the sole cost of the requestor. The city shall provide assistance in coordinating the necessary procedures and records required with the qualified funeral home or contractor pursuant to the following regulations:

- (1) *To a more desirable lot.* A body may be removed from its original space to a larger or more desirable space when there has been an exchange or purchase for that purpose and proper consent is obtained.
- (2) *Care in removal.* The city shall provide assistance in coordinating with qualified funeral homes or contractors to ensure that the utmost care in making a removal is taken, but shall not be liable for damage to a casket, burial case or urn sustained in the removal.
- (3) *Removal for profit.* Removal of remains for the purpose of resale of the space for profit, or removal contrary to the expressed or implied desire to the original space owner, is repugnant to the ordinary sense of decency and is forbidden.
- (4) *Removal for autopsy.* Remains may be removed for autopsy only upon written consent as prescribed in subsection (5) of this section or by order of a court of competent jurisdiction.
- (5) *Consent.* Remains interred in the cemetery may be removed from the cemetery with the written consent of the city, the state or local health department or county court, and one of following individuals in the priority listed:
 - (A) The decedent's surviving spouse;
 - (B) The decedent's surviving children;
 - (C) The decedent's surviving parents; or
 - (D) The decedent's siblings.
- (6) *Consent of court.* If the consent required by subsection (5) of this section cannot be obtained, the remains may be removed by consent of the county court. Before the date of application to the court for consent to remove remains under this rule, written notice shall be given by the applicant to:
 - (A) The city;
 - (B) Each person whose consent is required for removal under subsection (5) of this section who refuses to provide consent to the removal; and
 - (C) Any other person that the court states must be served.
- (7) *Supervision of removals.* The city shall supervise the removal of remains from the cemetery.

(Ord. No. 2009-31, 10-27-09)

Sec. 15.01.022 - Miscellaneous provisions.

- (a) *Notarization of signatures.* The city reserves the right to require any or all signatures to be notarized.
- (b) *Final decision.* In the event of a misunderstanding or dispute as to the meaning of any of these rules or regulations, the decision of the City Council shall be final and is not appealable.
- (c) *Materials and equipment.* No material, machinery, equipment or other implements for the construction of memorials, the digging of graves, or other permitted structures may be placed in the cemetery until required for immediate use, and, when not in use, shall be parked/stored away from other gravesites. No such material, machinery, equipment or implement shall be placed upon an adjoining lot without the express permission of the city. No material, machinery, equipment or implement may be left in the cemetery overnight.

(Ord. No. 2010-27, pt. 1, § 15.22, 10-26-10)

Sec. 15.01.023 - Sole agreement.

The purchase contract, deed, trust agreement, and these rules and regulations and all amendments thereto, shall constitute the sole and entire agreement between the city and a space owner, and no other statement or promise by any officer, employee or sales agent shall be binding on the city.

Sec. 15.01.024 - Modification and amendment by the city.

- (a) *Exceptions and modifications.* Special cases may arise in which the literal enforcement of a rule under this article may impose unnecessary hardship, in which such case the city may without notice make an exception, suspension or modification when deemed advisable. However, such exemption, suspension or modification shall not constitute a waiver affecting the general application of such rule.
- (b) *Amendment.* The city may adopt new rules or amend, alter and/or repeal any rule or regulation set forth within this article.

Sec. 15.01.025 - Penalty and fine.

Persons violating this article are punishable by a penalty up to \$5,000, plus damages and replacement costs, if applicable, and each day a violation occurs shall constitute a separate offense.

(Ord. No. 2009-31, 10-27-09)

Sec. 15.01.026 - Memorial section.

- (a) *Memorial lot.* A 2.5 ft by 2.5 ft lot located in the memorial section of the cemetery for the purposes of preserving the memory of an individual who is believed to have been buried in the Fairview Cemetery, but for whom there is no gravesite. No monument other than a headstone, and no interment of any kind, is permitted in the memorial lot.
- (b) *No discrimination.* The city shall not discriminate between qualifying individuals who wish to obtain a memorial lot in the memorial section. Spaces are limited, and shall be available on a "first come, first served basis." Memorial lots will be administered sequentially by the finance department in chronological order starting with lot No. 1. The finance department will confirm that the requirements of the memorial lot are satisfied.
- (c) *Location.* The memorial section in the Fairview Cemetery is located behind the gazebo in block 1, and is approximately 25 ft. by 30 ft. in total area, as shown on the map a copy of which is attached to Ordinance 2014-7 and incorporated herein for all purposes.
- (d) *Criteria/qualification for inclusion in the memorial section.* In addition to the requirements provided for below, families may purchase a memorial lot if the memorial is for a deceased family member who has been proven through documentation to be buried in the Fairview Cemetery, but for reasons unknown their gravesite cannot be located either in the Fairview Cemetery and/or the cemetery records. If the cemetery gravesite is located by the finance department in the Fairview Cemetery inclusion into the memorial section would be denied, as their gravesite would be available for placement of a headstone by the family. Only gravesites not located by the finance department but documented as identified below may be allowed for inclusion into the memorial section. The following restrictions apply to the purchase of memorial lots:
 - (1) Memorial lots may be obtained in the memorial section only by relatives of the individual to be memorialized. Proof of ancestry to the decedent is required unless otherwise approved by the City Manager.
 - (2) Applications for inclusion in the memorial section, when submitted to the finance department, must be accompanied by an affidavit of the requestor. The affidavit must: (A) confirm that the family of the individual for whom the memorial lot is being purchased agrees to the memorial lot; and (B) verify that the deceased individual was buried in the Fairview Cemetery. In conjunction with the affidavit, verification of the interment in Fairview Cemetery may be provided by documents such as a receipt for purchase of headstone, a newspaper article, a death certificate, a family Bible, or any other documentation conclusively demonstrating that the individual was buried in the Fairview Cemetery.
- (e) *Memorial lot.* Each memorial lot is approximately 2.5 ft. by 2.5 ft. in dimension. A permit for installation of the headstone must be obtained from the finance department and shall be in compliance with the city's general permitting requirements for the Fairview Cemetery and the fees provided for in the fee schedule in appendix A of this code. The memorial section is for the placement of headstones only. No remains of any kind are permitted to be buried or placed in the memorial section (either cremated

or otherwise). No curbing, coping, fencing, or vegetation is allowed on a memorial lot. Items may not be placed in, around or on any portion of the memorial lot or the gravestone except for flags smaller than twelve (12) inches are permitted. Flags will be removed by the city if they become weathered, unsightly, or pose maintenance problems. Due to the limited size of the memorial section, and the limited number of lots available therein, the city has determined that no more than two (2) lots in this memorial section may be assigned for use by any single family, unless otherwise approved by the City Manager.

- (f) *Headstone.* Headstones are the sole type of memorial permitted in the memorial section of the Fairview Cemetery. Headstones for placement on a memorial lot shall be limited to twelve (12) inches wide, twelve (12) inches in-depth and may not exceed twenty-four (24) inches in height. The base of the headstone may not exceed twenty-four (24) inches in width, unless otherwise approved by the City Manager.
- (g) *Rules and regulations.* Rules governing the memorial section shall be consistent with the rules and regulations for the Fairview Cemetery, unless otherwise stated herein.
- (h) *Cost.* The cost of purchasing a memorial lot is set forth in the fee schedule in appendix A of this code.
- (i) *Receipt of ordinance.* Prior to placing a memorial headstone, each person purchasing a memorial lot shall acknowledge in writing to the city, that they have received a copy of the cemetery ordinance, including this section, and they (and any heirs, assigns, or successors) will abide by the provisions established in this code. A copy of the executed ordinance shall be maintained by the city. The purchaser shall have an affirmative duty to inform relatives or interested parties of the restrictions in the memorial section.
- (j) *Exemption.* Headstones in existence in the memorial section at time of passage of amendment are exempted from the provision herein and approved to remain in place as is.

(Ord. No. 2014-7, 5-13-14)



STAFF REPORT

MEETING DATE: April 22, 2025

TITLE:

Consider and act on the second reading of Ordinance No. 2025 - 42 engaging Trane Technologies, under the Omnia Partners Cooperative Purchase Agreement, by means of a Project Development Agreement (PDA), to begin a design/build construction approach for the City of Bastrop for the design and construction of a new, high-efficiency wastewater treatment facility to meet the city's requirements for continued growth and other as needed projects related to water and wastewater.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The City's projected wastewater needs are growing exponentially. An expansion to the newly opened 2 MGD plant is already needed with expected needs in the next 18-24 months.

The newly opened plant will already need retrofitting to meet the Texas Commission on Environmental Quality (TCEQ) phosphorus level readings and discharge into the Colorado River.

A new type of plant is being proposed that would (1) reuse the effluent created at the plant (2) create a new revenue source for that effluent and solids created by the plant (3) have a much quicker build time as many of the parts are prebuilt offsite (4) have a much smaller footprint; and (5) have a lower overall maintenance cost than the existing plant.

This contract with OMNIA is a purchasing cooperative that would allow us to go straight to the manufacturer and go directly to design and build, cutting off years to the overall install time.

FISCAL IMPACT:

Unknown at this time

RECOMMENDATION:

Approve the Cooperative Purchase Agreement

ATTACHMENTS:

1. Ordinance
2. Draft Cooperative Agreement

ORDINANCE NO. 2025-42

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AN AGREEMENT WITH TRANE TECHNOLOGIES UNDER THE OMNIA PARTNERS COOPERATIVE PURCHASE AGEEMENT TO BEGIN A DESIGN/BUILD APPROACH TO THE DESIGN AND CONSTRUCTION OF A WASTEWATER TREATMENT FACILITY; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Bastrop City Council recognizes it is in the best interest of the City to enter into a cooperative agreement under OMNIA for the necessary timelines to design and build a 4 million gallon a day wastewater treatment plan; and

WHEREAS, the City, upon comparing the timeline and costs of traditional methods of technology and construction, believes this agreement is in the best interest of the residents and ratepayers;

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Execution: The City Council approves and authorizes the execution of a Cooperative Purchase Agreement as shown in Exhibit A, consistent with the applicable provisions of state law, City Charter, the City’s Code of Ordinances, and the City’s adopted purchasing and procurement policies.

Section 4. 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 5. 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 6. Effective Date: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

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

READ AND APPROVED on First Reading on the 8th of April, 2025.

READ AND ADOPTED on Second Reading on the 22nd of April, 2025.

THE CITY OF BASTROP, TEXAS:

John Kirkland, Mayor Pro-Tem

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

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



Energy Solutions Region 4 ESC - TX Contract Number: R221505 Waste Water Treatment Improvements -Project Development Agreement-

Between *The City of Bastrop* and Trane

This Project Development Agreement (PDA) provides The City of Bastrop, TX ("**Client**") with technical resources from **Trane U.S. Inc. ("Trane")**, through its **Texas Commercial Sales Office ("Trane Texas")**, for the development of a proposal at the Customer ISD facilities in Customer, Texas.

Goal Summary

This signed project development agreement by The City of Bastrop authorizes Trane Texas to proceed with the detailed program development tasks necessary to verify the project costs and scope of work discussed during recent feasibility analysis discussions.

Development Scope

Trane to conduct a two-phase detailed study and project development effort as required to identify, document, and provide a price proposal as it relates to the below scope of work items:

1. Prepare a concept development package for a 4 MGD MBR Wastewater Treatment Facility (the WWTF) for the City of Bastrop. The Project is located off Highway 304, approximately 1.4 miles south of the intersection of Highways 21 and 304 in Bastrop, Texas.
2. Trane shall utilize record documents of the existing plant, Google Earth, Google Maps, field recordings and other tools at its disposal to assist in its concept development. At a minimum, the conceptual development package for the MBR system shall include the following components/services/items in its consideration:
 - A. Improvements to the existing Lift Station;
 - B. A new Influent Screening System;
 - C. An Influent Transfer basin;
 - D. A new Sludge Management System;
 - E. A new Power Distribution System, including, but not limited to;
 - Primary power service upgrades;
 - A Backup Generator and Automatic Transfer Switch;

- Step-Down Transformer(s);
 - 480V Electrical Panel(s); and,
 - 120V Electrical Panel(s).
- F. A “modular” MBR Wastewater Treatment Plant, utilizing concrete tanks and capable of processing 2 MGD, with a peak factor of 4Q;
- G. All Site Work and Appurtenances, including but not limited to:
- Concrete Flatwork; Fencing;
 - c. Grading / Excavation / Compaction / Backfilling / Erosion Control;
 - d. Roadbase / Driveways / Turnarounds;
 - e. General Site Work / Retaining Walls / Underground Drains;
 - f. Underground Utilities;
 - g. Discharge Line;
 - h. Incoming Power;
 - i. Covers / Buildings;
 - j. Area and/or Site Lighting;
 - k. Onsite Labor Costs; and, Equipment Rentals.

Trane will work with The City of Bastrop to understand their priority preferences so we can develop a proposal that will meet their immediate needs and be as close to the proposed city budget as identified in prior Master Plan Studies and Impact Fee Rate Analysis. Per our preliminary budget evaluations, we anticipate that this budget would be sufficient to support the identified scope of work.

Client agrees to provide timely and complete access to the following:

- Access to procurement and legal personnel to finalize procurement related details and contract documents when appropriate
- Access to the buildings and to facility personnel, management personnel, and key decision makers, to enable Trane to better understand the facility operations and organizational goals that will help Trane optimize the effectiveness of the proposed project
- A time and Location for a meeting for presentation of Trane’s results of the Development Phase and review of the Final Proposal; all parties that will be involved in the decision-making & execution process

Trane will deliver the resultant Final Proposal within **240-X days** of the mutual execution of this Development Agreement.

Procurement

Omnia Cooperative Purchasing Agreement, *HVAC Products, Installation, Labor Based Solutions, and Related Products and Services, Racine County, WI, Contract Number: 3341* will be used for the procurement of these services. As part of the detailed project development effort Trane Texas will fully evaluate the project costs and document the scope of work items as outlined in this document. Upon conclusion of the project development effort, Trane Texas will provide the Client with an installation agreement containing firm construction costs to implement the project. A complete set of construction bid documents are not necessary for Trane Texas to adequately describe the scope of work and obtain firm pricing from installation subcontractors, thus the creation of a complete set of said documents, if required for permitting, will be deferred to the implementation phase of the project. In addition, prior to execution of the installation agreement; should the proposed scope of work require an engineer of record in accordance with state and local requirements, Trane will provide all relevant information associated with this project development agreement to said engineer of record to facilitate their seamless integration into the project.

Financial Commitment

Client and Trane will enter into an implementation Contract within forty-five (45) days of delivery of the Final Proposal. Since it is the intent of both parties to finalize an implementation Contract, negotiations shall take place in an expeditious and forthright manner. Any associated development costs incurred during this phase shall be carried forward and recovered in the final negotiated contract costs. However, in the event the Client does not enter into a Contract within the aforementioned period, Client agrees to pay Trane the amount of **XXXX-#XXX,XXX[\$US]**. All amounts payable hereunder shall be paid within 30 days from the date of invoice.

The signatories hereto represent that they have been duly authorized to enter into to this PDA on behalf of the Party for whom they sign.

CUSTOMER

Trane U.S. Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT A

Step 1: Project Basis of Design Definition / Budget Phase

Trane will conduct on-site visits with technical personnel to initially assess the viability of a future turnkey construction project. The information described below represents the typical steps Trane will take to fully develop the project.

A. Initial Technical Activity to include:

- 1) Review existing plant operations and HVAC related information provided by the Client.
- 2) Identify and document existing infrastructure associated with the potential project.
- 3) Identify and document existing electrical service entrance and assess any expansion challenges.
- 4) Assess existing control system capabilities.
- 5) Review relevant expansion information as it relates to heating and cooling requirements
- 6) Site-related investigation efforts as required to develop a scope of work
- 7) Solar PV Implications
- 8) Assessment of additional city assets as deemed necessary by the city manager and leadership (street lighting, Power generation, building efficiency, infrastructure, etc.)

B. Feasibility Assessment to include:

- 1) Prepare a high-level synopsis of the project to include the necessary additions or modifications to the existing WWT systems, electrical infrastructure, and other site-related changes.
- 2) Identify in the report the anticipated resources required to conduct the detailed project development activities described in step 2 below.
- 3) Include an initial assessment of the project financial risk points as it relates to design and constructability concerns, along with any local permitting challenges.
- 4) Included in the aforementioned scope of work document will be a refined project Rough Order of Magnitude (ROM) implementation budget and an appropriate financial analysis. *(Note: The level of documents provided at this stage is intended to assist Client in developing a better understanding of the financial elements of the project, such that go-no-go decisions can be provided to Trane regarding the final project scope to move forward with detailed project development pricing – this pricing phase is not intended to be at a level required for a turnkey firm pricing proposal).*

STEP 2: Detailed Project Development (Final Pricing Phase)

Upon mutual understanding and alignment of the scope of work by both parties, Trane will proceed with the Detailed Project Development Pricing Phase. At a minimum, the following activities will be included in the Detailed Project Development Pricing Phase:

A. Creating Installation Pricing Documentation

- 1) Identify and list the modifications to the facility for the identified project.
- 2) Develop system level flow diagrams (as needed) to show interconnection of existing systems to new systems, and to further establish any control system requirements.
- 3) Create schematic drawings (as needed) to develop firm pricing.
- 4) Scope of work-related narratives to be incorporated into the implementation agreement.

B. Develop Final Pricing

- 1) Identify installation contractor(s) meeting Trane's subcontractor qualification requirements for portions of the identified scope of work
- 2) Coordinate on-site visits with the subcontractors. Analyze and refine all bid pricing for reasonableness.
- 3) Coordinate meetings to review the scope of work intent outlined in the scope of work documents and interview the preferred contractors as it relates to pricing and scope clarifications.
- 4) Develop a Final Proposal and an implementation agreement for presentation to the Client for approval.

DRAFT

OMNIA Partners & Trane

Frequently Asked Questions

WHO IS OMNIA PARTNERS, PUBLIC SECTOR?

- Team of tenured certified public procurement professionals, supply chain and cooperative purchasing experts committed to bringing value to organizations nationwide.
- The largest cooperative contract portfolio, allowing public organizations aggregated buying power regardless of their entity's size.

WHAT IS TRANE'S CONTRACT WITH OMNIA PARTNERS?

- Trane's Contract is through Racine County, WI
- This Racine County Contract is available through OMNIA Partners and offers all of Trane's services and solutions.

WHAT DOES THE COOPERATIVE CONTRACT DO FOR MY PROSPECTS?

- Public agencies do not have to issue a Request for Proposal (RFP) for your products and services
- The work has already been done by the lead agency & OMNIA Partners therefore prospects can "piggyback" on Trane's contract
- National aggregate prices result in cost savings for participating organizations
- Customized solution to meet individual organizations needs and requirements for high-quality solutions at best overall value
- No costs or fees to participate, fully transparent documentation

WHAT DOES THIS CONTRACT MEAN TO ME AS A TRANE SELLER?

- You now have a national contract that was competitively solicited and publicly awarded by a Lead Agency
- You do not have to respond to multiple RFPs/solicitations -- saving you time and resources
- You've already won the award based on offering overall BEST VALUE, which you can now promote to customers
- OMNIA Partners offers resources to assist you in growing your business and promoting your agreement nationally
- No costs or fees to participate, fully transparent documentation

CAN PUBLIC AGENCIES USE THE PROGRAM WITHOUT GOING OUT FOR SOLICITATION?

- Yes, all contracts available through OMNIA Partners are awarded by a Lead Agency, using a competitive solicitation process compliant with procurement laws and regulations.

HOW WAS THE CONTRACT AWARDED AND CAN I USE IT WITHOUT GOING THROUGH A SOLICITATION PROCESS?

- The Lead Agency competitively solicited and publicly awarded the contract via a thorough RFP process. Because Trane won the award, you can sell on this contract without having to respond to multiple RFPs.

HOW CAN I GET COPIES OF THE SOLICITATION/AWARD DOCUMENTATION?

- All documentation is available at any time on the Trane microsite of the OMNIA Partners website.

HOW DO I KNOW IF MY CUSTOMER IS ELIGIBLE?

- Agencies eligible to participate are:
 - States, cities, counties, municipalities, public and private K-12 and higher educational institutions, nonprofits and special districts
- You can verify if an agency is an OMNIA Partners member via OMNIA Partners Connect



STAFF REPORT

MEETING DATE: April 22, 2025

TITLE:

Consider and act on the second reading of Ordinance No. 2025-46, a Chapter 380 agreement with BEBD Frontage Road, LLC , and the City of Bastrop in an amount not to exceed \$600,000 for improvements at HWY 71, adjacent to Burleson Crossing East retail development located at HWY 71 and Ed Burleson Road.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

Burleson Crossing East retail subdivision, a project of BEBD Frontage Road LLC, is a two-phase development expected to create more than 300 jobs and add more than \$1,425,000 in ad valorem and sales tax upon completion to the City's General Fund.

Improvements along HWY 71 and Ed Burleson are expected to aid in the traffic flow of the area.

FISCAL IMPACT:

\$600,000 from a restricted account funded via a loan from the Bastrop Economic Development Corporation.

RECOMMENDATION:

Approve the agreement

ATTACHMENTS:

1. Ordinance 2025-46
2. 380 Agreement
3. Design plans

ORDINANCE NO. 2025-46

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ENTERING INTO A CHAPTER 380 AGREEMENT WITH BEBD FRONTAGE, LLC AND THE CITY OF BASTROP IN AN AMOUNT NOT TO EXCEED \$600,000 FOR IMPROVEMENTS AT HWY 71 ADJACENT TO THE BURLESON CROSSING EAST RETAIL DEVELOPMENT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of Bastrop City Council recognizes it is in the best interest of the City to enter into a development agreement as authorized by Chapter 380 of the Local Government Code; and

WHEREAS, the City recognizes that the project will create jobs, additional sales tax, and additional ad valorem tax.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. Execution: The City Council approves and authorizes the execution of a 380 Development Agreement, as attached in Exhibit A, consistent with the applicable provisions of state law, City Charter, the City’s Code of Ordinances, and the City’s adopted purchasing and procurement policies.

Section 4. 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 5. 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 6. Effective Date: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.

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

READ AND APPROVED on First Reading on the 8th day of April, 2025.

READ AND ADOPTED on Second Reading on the 22nd day of April, 2025.

THE CITY OF BASTROP, TEXAS:

John Kirkland, Mayor Pro-Tem

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

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



EXHIBIT A

THE STATE OF TEXAS

§

§

CHAPTER 380 AGREEMENT

§

BURLESON CROSSING EAST PROJECT

COUNTY OF BASTROP

§

THIS Chapter 380 Agreement – Burleson Crossing East Project (this “Agreement”) is executed by and between **BEBD Frontage Road, LLC**, a Texas limited liability company (“Developer”), and the **City of Bastrop, Texas**, a home-rule city and municipal corporation of Bastrop County, Texas, acting by and through its City Manager or their designee (the “City”). The City and Developer, for and in consideration of the mutual premises and promises described below, agree as follows:

I. RECITALS AND FINDINGS

- A. BRP East Phase I, LLC, a Texas limited liability company (“BRP”), intends to develop an integrated, innovative, planned development consisting of a retail shopping center (“Burleson Crossing East” and/or the “Burleson Crossing East Project”) located on approximately 19 acres of land in Bastrop, Bastrop County, Texas, described on Exhibit A attached hereto (the “Project Site” or the “Property”).
- B. The Burleson Crossing East Project will bring jobs and increased ad valorem and sales taxes, will create new business and employment opportunities, and will contribute to the overall economic development of the City. It is estimated that Project Phase 1 will result in the creation of 300 jobs and will have an increased taxable value of approximately \$30,000,000.00, which equates to an increase in ad valorem taxes of approximately \$525,000.00 annually (current ad valorem taxes are \$2,300.00 per year) and an increase in sales taxes of approximately \$900,000.00, as described on Exhibit D attached hereto.
- C. The Texas Department of Transportation (“TxDOT”) is requiring certain roadway infrastructure (i.e., the Hwy 71 Frontage Road Improvements (defined below)) to be constructed contemporaneously with the development of the Burleson Crossing East Project for the purpose of providing curb-cut access to the Project Site from State Highway 71 (“Hwy 71”) and managing the flow of traffic at the intersection of Hwy 71 and Edward Burleson Lane which serves Blakey Lane, FM 969, Burleson Crossing East, Burleson Crossing Shopping Center and future commercial developments to be located along the Hwy 71 Frontage Road.
- D. BEBD has agreed to construct the Hwy 71 Frontage Road Improvements.
- E. The City has found that providing economic incentives to the Developer in exchange for the Developer’s construction of Burleson Crossing East will generate significant ad

valorem and sales taxes for the City, promote local economic development, stimulate business and commercial activity, provided services to the citizens of the City, and will create and retain jobs within the City.

- F. The City has determined that the economic incentives provided herein will directly serve a public purpose, being the promotion of the economic welfare of the City and surrounding areas, and that this Agreement contains controls likely to ensure that the public purpose is accomplished.
- G. Chapter 380 of the Texas Local Government Code provides statutory authority for granting economic incentives and administering the Program described in this Agreement.
- H. The use of the Property, and other terms hereof, are consistent with encouraging economic development within the City.
- I. The City has determined that the terms of this Agreement meet the goals of the City and its policies relating thereto.
- J. The City has determined that it is in the public interest to provide the economic incentives set forth herein subject to the terms and conditions of this Agreement.

II. DEFINITIONS

- A. **Actual Costs** means the actual amount of out-of-pocket costs expended for the cost of the Hwy 71 Frontage Road Improvements.
- B. **Hwy 71 Frontage Road Improvements** means the upgrades and improvements to the Hwy 71 Frontage Road, which are more particularly described and depicted on Exhibit B attached hereto and made a part hereof.
- C. **Project Phase 1** means Edward Burleson Lane Improvements, the Wagon Wheel Improvements and a minimum of 55,000 square feet of commercial retail building(s) which will include Sprouts, Petsmart, Longhorn Steakhouse and two (2) multi-tenant retail buildings as shown on Exhibit C attached hereto.
- D. **Ch. 380 Criteria** means the criteria set forth in Article V that the Developer must meet to receive the Ch. 380 Payments defined in Article VI.
- E. **Ch. 380 Payments** means grant(s) described in Article VI.
- F. **Certifications for Payment** means the payment request that includes a properly executed contractor's "application for payment" from the respective contractor having performed the work for which disbursement is sought, for the amount requested, with all necessary supporting information, including, without limitation, paid invoices for materials or supplies, paid invoices stating the percentage that is certified and approved by the project engineer.

- G. **Force Majeure Delays** means delays resulting from an Act of God, fire, earthquake, flood, delays caused by extreme or unusual weather delays (as opposed to usual and typical weather delays that should be accounted for in the schedule for completion of the applicable work), explosion, war, invasion, insurrection, riot, mob violence, unusual delays in obtaining supplies or materials (provided that the party claiming such delay has used commercially reasonable efforts to order such supplies and materials with sufficient time to comply with the completion and/or performance dates set forth in this Agreement), governmental mandates and shut downs (including, without limitation, relating to pandemics or epidemics), sabotage, strike, lockout, action of labor unions, requisitions, laws, or orders of government or civil or military authorities.

III. GENERAL PROVISIONS

- A. The Property is not an improvement project financed by tax increment bonds.
- B. The Property is not, as of the Effective Date of this Agreement, owned or leased by any member of the City Council or any member of the Planning and Zoning Commission of the City.
- C. It is acknowledged and agreed by the parties that the completion of the Hwy 71 Frontage Road Improvements is consistent with the purposes of encouraging state and local economic development and to stimulate business and commercial activity within the City.

IV. REPRESENTATIONS AND WARRANTIES

- A. The City hereby represents and warrants to the Developer that the City has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, is enforceable in accordance with its terms and provision, represents a proprietary action of the City, and does not require the consent of any other governmental authority.
- B. The Developer hereby represents and warrants to the City that the Developer has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the Developer, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

V. PERFORMANCE CRITERIA

In order for the Developer to receive the Ch. 380 Payments described in Article VI, the following are required: (i) Developer obtains a site development permit for Project Phase 1 and (ii) Developer obtains a permit from TxDot to construct the Hwy 71 Frontage Road Improvements.

VI. ECONOMIC DEVELOPMENT PAYMENTS

- A. Ch. 380 Payments. Subject to the terms and limitations of this Agreement, and the Developer's full and timely performance of, and compliance with, each of the applicable Ch. 380 Criteria set forth in Article V above, the City agrees to pay to the Developer the Ch. 380 Payments (380 Payments) as provided below:
- (i) \$400,000.00 upon obtaining a site development permit for Project Phase 1; and
 - (ii) \$600,000.00 upon obtaining a permit from TxDot for the construction of the Hwy 71 Frontage Road Improvements.
- B. Separate Account. Developer shall place the Ch. 380 Payments into a separate account and draw down on the funds through a certification for payment process with the general contractor as construction of the Hwy 71 Frontage Road Improvements progresses. Copies of all Certification for Payments shall be sent to the City.
- C. Evidence of Actual Costs. Upon Developer's substantial completion of the Hwy 71 Frontage Road Improvements, Developer shall send the City a copy of its final Certification for Payment, together with a certified statement as to the Actual Costs, copies of paid invoices for materials and supplies, unconditional lien waivers for the Hwy 71 Frontage Road Improvements, and evidence satisfactory to the City that there are no liens or encumbrances filed against the Hwy 71 Frontage Road Improvements.

VII. INCREASED COSTS OR COST SAVINGS

- A. The parties acknowledge and agree that the Hwy 71 Frontage Road Improvements included in the final plans approved by TxDot (the "Final Plans") shall be what constitutes the Hwy 71 Frontage Road Improvements and may vary from what is currently depicted on Exhibit B attached hereto. The Developer's estimated costs to construct the Hwy 71 Frontage Road Improvements are based on Exhibit B, and consequently the amount of the Ch. 380 Payments are based on the same. If the Final Plans include modifications/revisions that cause the costs to construct the Hwy 71 Frontage Road Improvements to exceed \$1,000,000, the City shall be responsible for such excess costs, except that the City shall not be responsible for any excess cost which is a result of price escalations in the marketplace or price increases due to labor or materials shortages or to an increase in the Costs after execution of this Agreement unless the price escalation or price increase is directly attributable to and resulting from (i) tariffs, embargoes, trade disputes, changes in law, or government policy imposed after the execution of the Agreement ("Policy

Changes”) which directly cause increases in pricing for materials or labor , provided that, for price escalation or price increases directly attributable to and resulting from Policy Changes, the implementation date for any such Policy Change was not established or confirmed at the time of execution of this Agreement or (ii) acts of god, provided that any such act of god was not known to Developer at the time of execution of the Agreement.

- B. Should the Actual Costs be less than the 380 Payments then Developer shall refund the City the difference between the Actual Costs and the 380 Payments.

VIII. BREACH

- A. Breach. The following conditions shall constitute a breach of this Agreement:
1. The Developer falsely certifies that is has met the performance criteria submitted to the City under Article VI.
 2. The Developer fails to meet the performance criteria as specified in Article V above.
 3. The City fails to timely make payments to the Developer under the terms of this Agreement.
- B. Notice of Breach. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of thirty (30) business days after receipt by such Party of notice of default from the other Party (the “Cure Period”), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot be reasonably cured within the Cure Period, the Party receiving the notice of default may, during such Cure Period, give the other Party written notice that it has commenced curing the default within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible
- C. Limitations on Liability. The City shall not be liable for consequential damages, specifically lost profits, and any damages claimed against the City shall be limited to amounts recoverable under Section 271.153 of the Texas Local Government Code.
- D. Personal Liability of Public Officials; No Debt Created. No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. The Ch. 380 Payments made hereunder shall be paid solely from lawfully available funds that have been appropriated by the City. Under no circumstances shall the City’s obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

IX. TERMINATION/SELF HELP

After providing the applicable notice and opportunity to cure, the City may (i) terminate the Agreement or (ii) exercise self-help rights further outlined below, in the event that the Developer fails to complete the Hwy 71 Frontage Road Improvements within 18 months after the Effective Date, subject to Force majeure Delays.

In the event the City elects (ii) above, the City shall have the right, but not the obligation, to assume control of the construction of all or any designated portion of the Hwy 71 Frontage Road Improvements upon written notice to the Developer, and upon such election, the City agrees to proceed to complete the same with reasonable diligence.

X. NOTICE

All notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by certified mail postage prepaid or by hand deliver:

If to Developer:	<p>BEED Frontage Road, LLC Attn: Steve Durhman 100 East Anderson Lane, Ste 200 Austin, Texas 78752</p>
With a Copy to:	<p>Talley Williams Metcalfe Wolff Stuart & Williams 221 W. 6th Street, Suite 1300 Austin, Texas 78701</p>
If to City:	<p>City of Bastrop Attn: City Manager P.O. Box 427 1311 Chestnut Street Bastrop, Texas 78602</p>
With a Copy to:	<p>Denton Navarro Rodriguez Bernal Santee & Zech, P.C. Attn: Charlie Zech 2500 W William Cannon Dr Suite 609 Austin, TX 78745</p>

XI. CITY COUNCIL AUTHORIZATION

This Agreement was authorized by motion and vote of the City Council recorded in the minutes authorizing the City Manager or their designee to execute this Agreement on behalf of the City.

XII. SEVERABILITY

In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.

XIII. ESTOPPEL CERTIFICATE

Any party hereto may request an estoppel certificate from another party hereto, so long as the certificate is requested in connection with a bona fide business purpose. The certificate, which if requested will be addressed to a subsequent purchaser or assignee of the Developer, shall include, but not necessarily be limited to statements that this Agreement is in full force and effect without default (or if default exists the nature of same), the remaining term of this Agreement, the levels and remaining term of the eligible grants and such other matters reasonably requested by the Party(ies) to receive the certificates.

XIV. DEVELOPER'S STANDING

Developer, as part of this Agreement, shall be deemed a proper and necessary party in any litigation questioning or challenging the validity of this Agreement or any of the underlying ordinances, resolutions, or City Council actions authorizing same, and Developer shall be entitled to intervene in said litigation.

XV. APPLICABLE LAWS

This Agreement shall be construed under the laws of the State of Texas without regard to its conflicts of laws provisions. Venue for any action under this Agreement shall be the State's District Court of Bastrop County, Texas. This Agreement is performance in Bastrop County, Texas.

XVI. OTHER AGREEMENTS

This Agreement embodies all the agreements of the parties relating to their subject matters as specifically set out therein and herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by the parties.

XVII. HEADINGS

The headings in this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XVIII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves and their successors, executors, administrators, and assigns of such other Party in respect to all covenants of this Agreement.

XIX. EXCLUSIVE RIGHTS OF DEVELOPER

- A. Developer's right, title, and interest into the payments of the Ch. 380 Payments, as described herein, shall be the sole and exclusive property of Developer (or its Transferee), and no other owner of any portion of the Property or third party shall have any claim or right to such funds unless Developer transfers its rights to the Ch. 380 Payments to a Transferee in writing and otherwise in accordance with the requirements set forth herein.
- B. Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of Developer's right, title, or interest in and to payment of the Ch. 380 Payments (a "Transfer", and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer is provided to the City.
- C. The Developer agrees that the City may rely conclusively on any written notice of a Transfer provided by the Developer without any obligation to investigate or confirm the Transfer.
- D. Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed a Transfer.

XX. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one instrument, and shall be binding and effective when all the parties hereto have executed at least one counterpart.

XXI. NO THIRD-PARTY BENEFICIARIES

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree that: (1) the agreement only affects matters/disputes between the parties of this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the City or Developer or both; and (2) the terms of this Agreement are no intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Developer.

XXII. REMEDIES

Except as providing in this Agreement, no right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the consent of the Parties. Forbearance or indulgence by either

party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

XXIII. BOYCOTTS AND FOREIGN BUSINESS ENGAGEMENTS

- A. Verifications of Statutory Representations and Covenants. The Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.
- B. Not a Sanctioned Company. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- C. No Boycott of Israel. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
- D. No Discrimination Against Firearm Entities. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
- E. No Boycott of Energy Companies. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

XXIV. 1295 COMPLIANCE

Owner hereby certifies that it has filed a Certificate of Interested Parties form in compliance with Texas Government Code, Section 2252.908, if required, and shall update such certificate if required by law.

XXV. EFFECTIVE DATE

This Agreement shall be effective on _____, 2025 (the “Effective Date”).

XXVI. EXHIBITS

- Exhibit A - Property
- Exhibit B - Hwy 71 Frontage Road Improvements
- Exhibit C - Project Phase 1
- Exhibit D - Jobs and Tax Increase
- Exhibit E - Bid/Budget

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

DEVELOPER:

BEBD FRONTAGE ROAD, LLC, a Texas limited liability company

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, _____ of BEBD FRONTAGE ROAD, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public, State of Texas

CITY OF BASTROP, TEXAS

a home rule city and municipal corporation

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

_____, City Secretary

Exhibit A

Property

LEGAL DESCRIPTION – 19.81 ACRE TRACT

BEING 19.81 ACRES OF LAND, MORE OR LESS, SITUATED IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, OUT OF THE REMAINDER OF A CALLED 30.00 ACRE TRACT CONVEYED TO ERHARD LEGACY PARTNERS, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NUMBER 201502919, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.B.C.TX.) AND DESCRIBED AS 30.00 ACRES, IN VOLUME 640, PAGE 14, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (D.R.B.C.TX.); SAID 19.81 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A CONCRETE MONUMENT (GRID NORTHING: 10,018,464.87 U.S. SURVEY FEET, GRID EASTING: 3,240,280.48 U.S. SURVEY FEET) ON THE SOUTH LINE OF A TRACT OF LAND OWNED BY LLOYD F. KETHA, DESCRIBED AS A 322.78 ACRE TRACT IN BASTROP COUNTY APPRAISAL DISTRICT RECORDS (NO RECORDING INFORMATION), FOR THE COMMON NORTH CORNER OF THIS TRACT AND LOT 8, THE SETTLEMENT ON THE COLORADO, A SUBDIVISION OF RECORD IN PLAT BOOK 2, PAGE 259-B, PLAT RECORDS OF BASTROP COUNTY, TEXAS (P.R.B.C.TX.);

THENCE SOUTH 03 DEGREES 53 MINUTES 00 SECONDS EAST, WITH THE EAST LINE OF THIS TRACT AND THE WEST LINE OF SAID SETTLEMENT ON THE COLORADO SUBDIVISION, AT A DISTANCE OF 1492.10 FEET PASSING A 3/8-INCH IRON ROD AND CONTINUING FOR A TOTAL DISTANCE OF 1494.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 71 (VARIABLE WIDTH RIGHT-OF-WAY), BEING ON A CURVE TO THE LEFT, FOR THE COMMON SOUTH CORNER OF THIS TRACT AND SAID SETTLEMENT ON THE COLORADO SUBDIVISION;

THENCE WITH THE SOUTH LINE OF THIS TRACT AND THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 71 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) WITH SAID CURVE TO THE LEFT, HAVING A RADIUS 5358.71 FEET, AN ARC LENGTH OF 415.34 FEET, A CENTRAL ANGLE OF 04 DEGREES 26 MINUTES 27 SECONDS, AND A CHORD THAT BEARS NORTH 89 DEGREES 58 MINUTES 45 SECONDS WEST, A DISTANCE OF 415.24 FEET TO A TXDOT TYPE 1 MONUMENT FOUND (DAMAGED) WITH BASE INTACT, AND

2) SOUTH 87 DEGREES 46 MINUTES 13 SECONDS WEST, A DISTANCE OF 190.23 FEET TO A 1/2-INCH IRON ROD WITH YELLOW CAP STAMPED "CHAPARRAL BOUNDARY" FOUND AT A FENCE POST FOR THE SOUTHWEST CORNER OF THIS TRACT, SAME BEING THE INTERSECTION OF SAID STATE HIGHWAY 71 AND EDWARD BURLESON ROAD, ALSO BEING THE SOUTH EAST CORNER OF BURLESON CROSSING, A SUBDIVISION OF RECORD IN BASTROP COUNTY IN PLAT BOOK 5, PAGE 14A, P.R.B.C.TX.;

THENCE WITH THE WEST LINE OF THIS TRACT, THE EAST LINE OF SAID BURLESON CROSSING SUBDIVISION, AND SAID EDWARD BURLESON ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 02 DEGREES 13 MINUTES 44 SECONDS WEST, A DISTANCE OF 1385.43 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,

2) WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.23 FEET, A CENTRAL ANGLE OF 89 DEGREES 54 MINUTES 31 SECONDS, AND A CHORD THAT BEARS NORTH 42 DEGREES 43 MINUTES 32 SECONDS EAST, A DISTANCE OF 35.33 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, AND

3) NORTH 02 DEGREES 15 MINUTES 29 SECONDS WEST, A DISTANCE OF 68.91 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE SOUTH LINE OF SAID KETHA 322.78 ACRE TRACT, FOR THE COMMON NORTH CORNER OF THIS TRACT AND SAID BURLESON CROSSING;

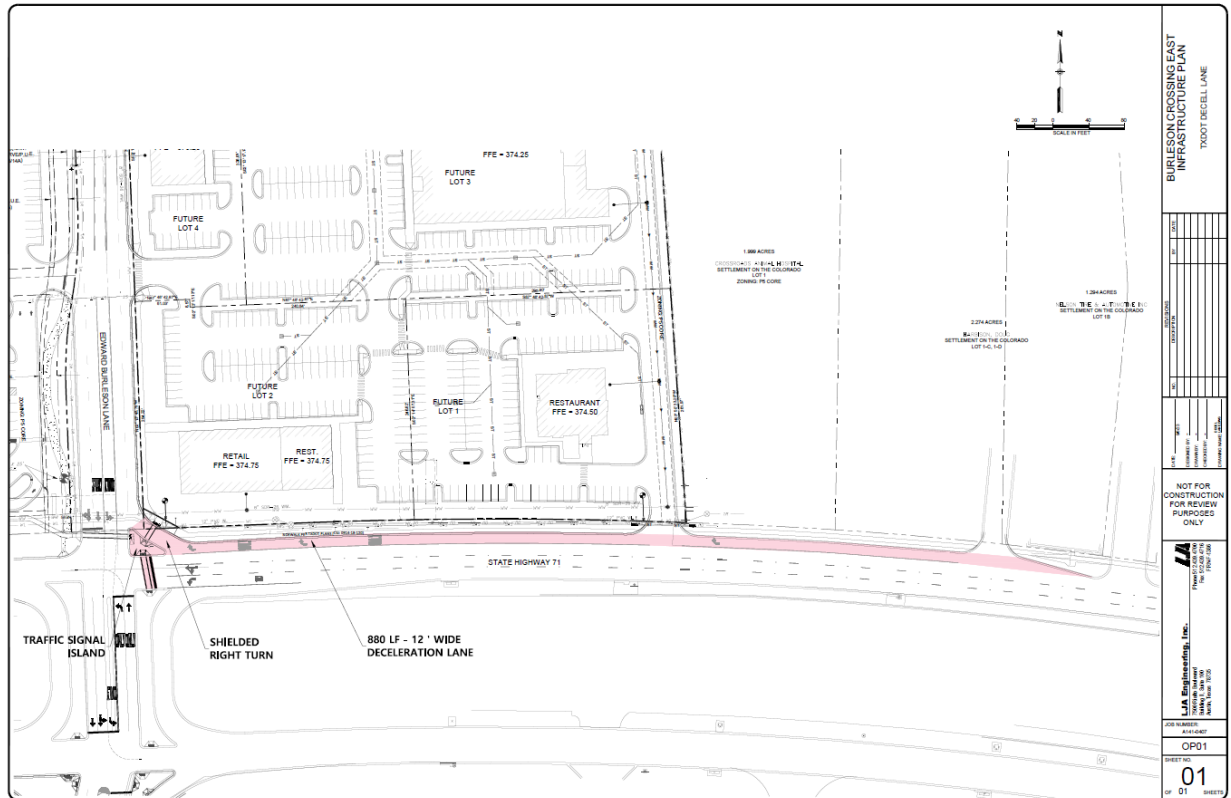
THENCE NORTH 87 DEGREES 57 MINUTES 26 SECONDS WEST, WITH THE NORTH LINE OF THIS TRACT AND THE SOUTH LINE OF SAID KETHA 322.78 ACRE TRACT, A DISTANCE OF 537.08 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.81 ACRES OF LAND, MORE OR LESS.

Matt Overall



Matt Overall
 June 17, 2022
 Registered Professional Land Surveyor No. 6864
 LJA Surveying, Inc.
 7500 Rialto Blvd, Building II, Suite 100
 Austin, TX 78735
 (512) 493-4700
 TBPLS No. 10194382

Exhibit B **Hwy 71 Frontage Road Improvements**



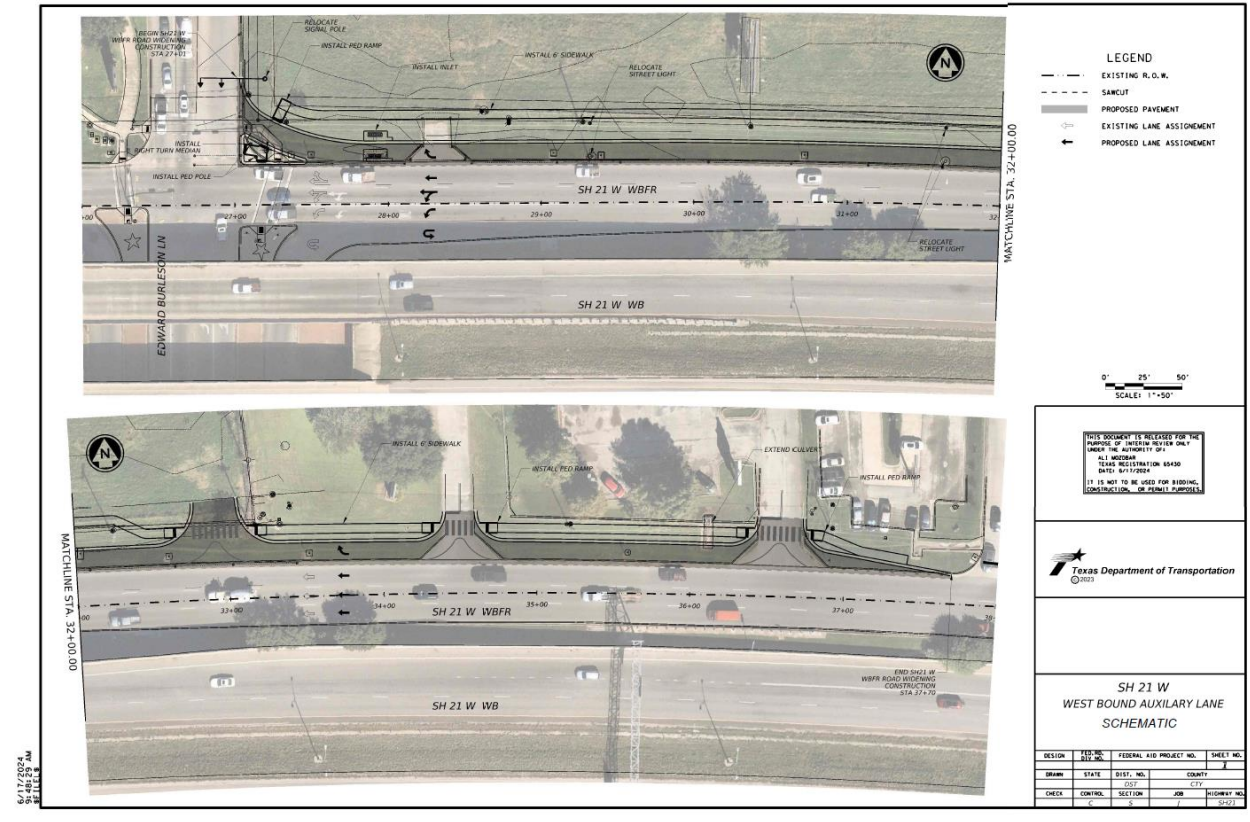
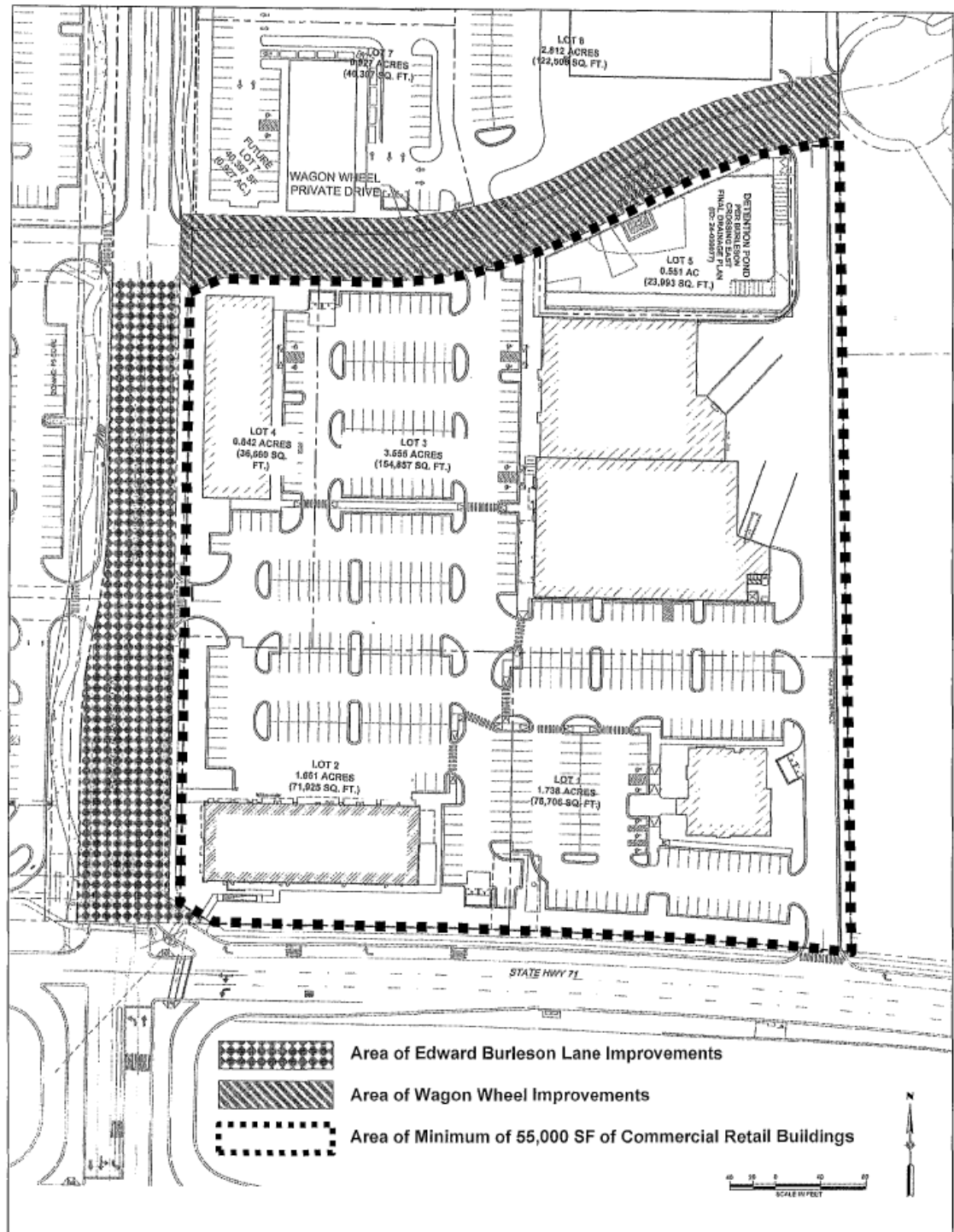


EXHIBIT C
Performance Requirements—First Phase



Burleson East\Detention Pond & Shared Road Declaration\Exhibit C - Performance Requirements - First Phase.pub

Exhibit D**Jobs and Tax Increase**

Project Retail Sales/Employment/Taxation Valuation based on similar leases
in the existing Burleson Crossing and projected Tenants in Burleson
Crossing East.

1. Property Taxes

Projected Valuation at build out	-	\$30,000,000
Current Tax Rate/100	-	<u>\$1.96313</u>
Projected Annual Tax Increase	-	\$430,000

2. Sales Tax


Retail Sales based on current Tenants projected at build out	-	\$60,000,000
Sales Tax Rate	-	<u>1.5%</u>
Projected Sales Tax Reimbursement back to Bastrop	-	\$900,000

3. Jobs

Current Retailers projected in the first phase are projected to add	-	300 jobs
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Exhibit E

Bid/Budget

Project:	SH21W WB AUX LANE			<div></div> <div>LJA Engineering, Inc.</div>			
COUNTY:							
LJA Project LIMITS:	A141-2401						
LENGTH:	0.2 MI						
ESTIMATE B DATE:	KEIVAN AMINI 6/18/2024						
ITEM #	SPEC	BID CODE	DESCRIPTION	UNITS	EST. QTY.	PROJECT UNIT COST	AMOUNT
1	TXDOT	416 6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	14	\$360.00	\$5,040.00
2	TXDOT	416 6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	20	\$340.00	\$6,800.00
3	TXDOT	610 6004	RELOCATE RD ILL ASM (TRANS-BASE)	EA	2	\$4,200.00	\$8,400.00
4	TXDOT	618 6029	CONDT (PVC) (SCH 40) (3")	LF	260	\$26.00	\$6,760.00
5	TXDOT	618 6053	CONDT (PVC) (SCH 80) (3")	LF	450	\$30.00	\$13,500.00
6	TXDOT	620 6007	ELEC CONDR (NO.8) BARE	LF	100	\$3.00	\$300.00
7	TXDOT	620 6008	ELEC CONDR (NO.8) INSULATED	LF	300	\$3.00	\$900.00
8	TXDOT	624 6008	GROUND BOX TY C (162911)W/APRON	EA	3	\$1,700.00	\$5,100.00
9	TXDOT	624 6010	GROUND BOX TY D (162922)W/APRON	EA	2	\$1,700.00	\$3,400.00
10	TXDOT	628 6004	ELC SRV TY A 120/240 060(NS)AL(E)SPIO	EA	1	\$8,000.00	\$8,000.00
11	TXDOT	682 6001	VEH SIG SEC (12")LED(GRN)	EA	4	\$360.00	\$1,520.00
12	TXDOT	682 6002	VEH SIG SEC (12")LED(GRN ARW)	EA	2	\$360.00	\$760.00
13	TXDOT	682 6003	VEH SIG SEC (12")LED(YEL)	EA	4	\$360.00	\$1,520.00
14	TXDOT	682 6004	VEH SIG SEC (12")LED(YEL ARW)	EA	1	\$360.00	\$360.00
15	TXDOT	682 6005	VEH SIG SEC (12")LED(RED)	EA	4	\$360.00	\$1,520.00
16	TXDOT	682 6018	PED SIG SEC (LED)(COUNTDOWN)	EA	2	\$1,000.00	\$2,000.00
17	TXDOT	682 6054	BACKPLATE W/REF BRDR(3 SEC)(VENT)ALUM	EA	2	\$220.00	\$440.00
18	TXDOT	682 6055	BACKPLATE W/REF BRDR(4 SEC)(VENT)ALUM	EA	1	\$260.00	\$260.00
19	TXDOT	682 6056	BACKPLATE W/REF BRDR(5 SEC)(VENT)ALUM	EA	1	\$270.00	\$270.00
20	TXDOT	680 6003	INSTALL HWY TRF SIG (SYSTEM)	EA	1	\$30,000.00	\$30,000.00
21	TXDOT	684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	200	\$3.00	\$600.00
22	TXDOT	684 6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	150	\$5.00	\$750.00
23	TXDOT	684 6076	TRF SIG CBL (TY C)(12 AWG)(2 CONDR)	LF	200	\$2.50	\$500.00
24	TXDOT	686 6282	RELOC TRF SG PL AM(S)SNGL MST ARM POLE	EA	1	\$6,000.00	\$6,000.00
25	TXDOT	687 6001	PED POLE ASSEMBLY	EA	3	\$3,000.00	\$9,000.00
26	TXDOT	688 6002	PED DETECT PUSH BUTTON (STANDARD)	EA	2	\$1,000.00	\$2,000.00
27	TXDOT	104 6022	REMOVING CONC (CURB AND GUTTER)	LF	1200	\$19.67	\$23,604.00
28	TXDOT	104 6032	REMOVING CONC (WHEELCHAIR RAMP)	SY	28	\$58.24	\$1,630.72
29	TXDOT	105 6011	REMOVING STAB BASE AND ASPH PAV (2'-6")	SY	750	\$11.98	\$8,985.00
30	TXDOT	110 6001	EXCAVATION (ROADWAY)	CY	1100	\$29.72	\$32,692.00
31	TXDOT	247 6366	FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	CY	200	\$118.36	\$23,672.00
32	TXDOT	310 6001	PRIME COAT (MULTI OPTION)	GAL	120	\$8.66	\$1,039.20
33	TXDOT	400 6005	CEM STABIL BKFL	CY	4	\$237.29	\$949.16
34	TXDOT	422 6013	BRIDGE SIDEWALK	SF	84	\$40.00	\$3,360.00
35	TXDOT	464 6005	RC PIPE (CL III)(24 IN)	LF	127	\$200.00	\$25,400.00
36	TXDOT	465 6158	INLET(COMPL)(PAZD)(FG)(3FTX3FT-3FTX3FT)	EA	2	\$8,000.00	\$16,000.00
37	TXDOT	479 6006	ADJUSTING INLET (CAP)	EA	1	\$3,362.96	\$3,362.96
38	TXDOT	502 6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	M/O	3	\$9,734.98	\$29,204.94
39	TXDOT	506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	100	\$49.33	\$4,933.00
40	TXDOT	506 6011	ROCK FILTER DAMS (REMOVE)	LF	100	\$16.98	\$1,698.00
41	TXDOT	506 6042	BIODEG EROSN CONT LOGS (INSTL) (18")	LF	100	\$11.26	\$1,126.00
42	TXDOT	506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	100	\$2.75	\$275.00
43	TXDOT	529 6008	CONC CURB & GUTTER (TY II)	LF	1100	\$53.69	\$59,059.00
44	TXDOT	536 6004	CONC DIRECTIONAL ISLAND	SY	18	\$210.00	\$3,780.00
45	TXDOT	644 6001	IN SM RD SN SUP&AM TY 10BWVG(1)SA(P)	EA	10	\$797.78	\$7,977.80
46	TXDOT	644 6076	REMOVE SM RD SN SUP&AM	EA	10	\$152.92	\$1,529.20
47	TXDOT	666 6030	REFL PAV MRK TY I (W)8"(DOT)(100MIL)	LF	750	\$2.30	\$1,725.00
48	TXDOT	666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	650	\$1.62	\$1,053.00
49	TXDOT	666 6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	200	\$10.00	\$2,000.00
50	TXDOT	666 6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	220	\$10.52	\$2,314.40
51	TXDOT	666 6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	2	\$194.34	\$388.68
52	TXDOT	666 6076	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	2	\$217.43	\$434.86
53	TXDOT	666 6099	REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	5	\$50.00	\$250.00
54	TXDOT	672 6007	REFL PAV MRKR TY I-C	EA	20	\$7.00	\$140.00
55	TXDOT	672 6010	REFL PAV MRKR TY II-C-R	EA	20	\$7.00	\$140.00
56	TXDOT	672 6016	TRAFFIC BUTTON W	EA	50	\$7.00	\$350.00
57	TXDOT	3076 6001	D-GR HMA TY-B PG64-22	TON	10	\$133.54	\$1,335.40
58	TXDOT	3076 6048	D-GR HMA TY-D PG76-22	TON	10	\$256.19	\$2,561.90
59	TXDOT	3081 6007	TOM-C PG76-22 SAC-A	TON	10	\$328.82	\$3,288.20
60	TXDOT	3084 6001	BONDING COURSE	GAL	10	\$8.23	\$82.30
61	TXDOT	5000 6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	10	\$7.95	\$79.50
62	TXDOT	5007 6029	FLOWABLE BACKFILL	CY	10	\$533.62	\$5,336.20
63	TXDOT	531 6002	CONC SIDEWALKS (5")	SY	565	\$150.00	\$84,750.00
64	TXDOT	531 6024	CURB RAMPS (TY 1)	SY	289	\$200.00	\$57,800.00
65	TXDOT	531 6030	CURB RAMPS (TY 21)	SY	34	\$200.00	\$6,800.00
66	TXDOT	531 6031	CURB RAMPS (TY 22)	SY	18	\$200.00	\$3,600.00
						SUBTOTAL:	\$540,427.42
MISCELLANEOUS ITEMS							
67			REVEGETATION	SY	900	\$2.00	\$1,800.00
68			CONSTRUCTION SUPERVISION/OVERHEAD/INSURANCE	LS	1	\$50,000.00	\$50,000.00
69			DEVELOPMENT SUPERVISION	LS	1	\$20,000.00	\$20,000.00
70			SOFT COST-ENGINEERING/LEGAL	LS	1	\$45,000.00	\$45,000.00
71			CONSTRUCTION FINANCING-INTEREST/LOAN COSTS	LS	1	\$45,000.00	\$45,000.00
72			MOBILIZATION PAYMENT (10%)	LS	-	-	\$4,042.74
						CONSTRUCTION SUBTOTAL:	\$756,270.16
73			CONTINGENCY (20%)	LS	-	-	\$151,254.03
						SH21 W WB AUX LANE TOTAL:	\$907,524.19
*SIDEWALK RELATED ITEMS							
This estimate is based upon TxDOT Average Unit Bid Prices dated February 2024							
Any opinion of construction costs prepared by LJA is supplied for the general guidance of the Client only.							
Since LJA has no control over competitive bidding or market conditions, LJA cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.							



STAFF REPORT

MEETING DATE: April 22nd, 2025

TITLE: TAPEIT grant - Evidence

Consider action to approve Resolution No. R-2025-78 of the City Council of the City of Bastrop, Texas, that approves the City of Bastrop Police Department to apply for a grant from TAPEIT (Texas Association of Property and Evidence Inventory Technicians) for five hundred dollars and zero cents (\$500.00) for miscellaneous evidence items such as a biological fluid light with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grantee's authorized official; providing for a severability clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

The City of Bastrop Police Department would like to apply for a grant from TAPEIT. This is a yearly grant that provides funding to member agencies. TAPEIT is a not-for-profit organization made up of members who work in the field of Law Enforcement property and evidence storage and maintenance. These members are represented across the State of Texas. TAPEIT offers updated resources and training in all areas regarding storage, processing, analyzing and ultimately the disposition of criminal evidence and other property in the custody of law enforcement agencies.

FISCAL IMPACT:

No matching Funds from the City of Bastrop

RECOMMENDATION:

Chief Vicky Steffanic recommends approval of Resolution No. R-2025-78 of the City Council of the City of Bastrop, Texas, approving the application submittal of grant funds from TAPEIT in the amount of five hundred dollars and zero cents (\$500.00) for miscellaneous evidence items.

ATTACHMENTS:

1. Resolution number: 2025-78
2. Staff Report

RESOLUTION NO. R-2025-78

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE APPLICATION OF A GRANT TO THE DEPARTMENT OF JUSTICE (JAG) FOR AN AERIAL DRONE AT A TOTAL COST OF TEN THOUSAND, THREE HUNDRED, SIXTY-ONE DOLLARS AND EIGHTY-EIGHT CENTS (\$10,361.88); AUTHORIZING THE CHIEF OF POLICE AS THE GRANTS AUTHORIZING OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

- WHEREAS,** the City of Bastrop finds it in the best interest of the citizens of Bastrop and the officers, that the City of Bastrop Police Department apply for a grant from the not-for-profit TAPEIT organization in the amount of five-hundred dollars (\$500.00) for miscellaneous evidence items such as a biological fluid light with no matching funds from the city of Bastrop; and
- WHEREAS,** the City of Bastrop agrees that in the event of loss or misuse of the TAPEIT funds, the City of Bastrop City Council assures that the funds will be returned to the organization TAPEIT in full; and
- WHEREAS,** the City of Bastrop designates the Chief of Police as the Grantee's authorized official. The authorized official is given the power to apply for, reject, alter, accept, or terminate the grant on behalf of the applicant agency.
- WHEREAS,** City Council finds that it is necessary and proper to enact this Resolution.

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

- Section 1.** The City Council of the City of Bastrop approves the City of Bastrop Police Department's application to TAPEIT for a grant for miscellaneous evidence supplies.
- Section 2.** Any prior resolution of the City Council in conflict with provisions contained in this resolution are hereby repealed and revoked.
- Section 3.** Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby severable.
- Section 4.** This Resolution shall be in full force and effect from and after its passage.
- Section 5.** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 22nd of April, 2025.

Item 10E.

APPROVED:

John Kirkland, Mayor Pro-Tem

ATTEST:

City Secretary



APPROVED AS TO FORM:

City Attorney



STAFF REPORT

MEETING DATE: April 22, 2025

TITLE:

Consider and act on Resolution No. R-2025-79 accepting a donation totaling \$50,000 from the Lost Pines Art League for the installation of two additional bird sculptures, valued at \$25,000 each, to be placed within the approved project area of the Cultural Arts Commission District.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michaela Joyce, Main Street Manager

BACKGROUND/HISTORY:

The Bastrop Cultural Arts Commission has been charged with funding diversification for their Cultural Arts District Project Sculptures. Additional funding was raised through the Lost Pines Art League Gala and by private donors to support the installation of public pieces to celebrate Bastrop's Bird City designation. Funds from this effort will be used to purchase two additional sculptures to celebrate Bastrop as a Bird City. These pieces will be installed within the Cultural Arts Commission district.

PLOICY EXPLANATION:

The City of Bastrop's Finance Policy requires all donations to be formally accepted by the City Council.

FUNDING SOURCE:

The Lost Pines Art League

RECOMMENDATION:

Michaela Joyce, Main Street Manager, recommends approving Resolution No. R-2025-79 accepting a donation totaling \$50,000 from the Lost Pines Art League for the installation of two additional bird sculptures, valued at \$25,000 each, to be placed within the approved project area of the Cultural Arts Commission District.

ATTACHMENTS:

1. Resolution No. R-2025-79
2. Donation Receipt

RESOLUTION NO. R-2025-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ACCEPTING A DONATION TOTALING \$50,000 FROM THE LOST PINES ART LEAGUE FOR THE INSTALLATION OF TWO ADDITIONAL BIRD SCULPTURES, VALUED AT \$25,000 EACH, TO BE PLACED WITHIN THE APPROVED PROJECT AREA OF THE CULTURAL ARTS COMMISSION DISTRICT; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Bastrop has an interest in preserving the rich heritage of this community; and

WHEREAS, the sculpture will be commissioned as a tribute to the City of Bastrop and will remain as a permanent work of the City of Bastrop's collection of Bastrop's Bird City projects; and

WHEREAS, accepting a donation from The Lost Pines Art League, totaling the amount of \$50,000, valued at \$25,000 each, for the creation of two sculptures within the Cultural Arts Commission approved area honoring Bastrop's Bird City Designation; and

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 all necessary documents, authorizing the acceptance of the donation from the Lost Pines Art League for a sculpture within the Cultural Arts Commission-approved area honoring the City of Bastrop's Bird City Designation.

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

Section 3: That this resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 22nd day of April, 2025

APPROVED:

John Kirkland, Mayor Pro Tem

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

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





STAFF REPORT

MEETING DATE: April 22, 2025

TITLE:

Consider and act on Resolution No. R-2025-84, approving the acceptance of a donation to the City of Bastrop Police Department in the amount of Ten Thousand Dollars (\$10,000.00); and a donation to the City of Bastrop Fire Department in the amount of ten thousand Dollars (\$10,000.00) from LS Electric America.

AGENDA ITEM SUBMITTED BY:

Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

On April 14, 2025, the City of Bastrop was invited to participate in the Ribbon Cutting Grand Opening of LS Electric America Bastrop Campus, located at 409 Technology Drive in Bastrop, Texas. During the presentation LS Electric America, presented the Bastrop Police Department and Bastrop Fire Department each with a \$10,000.00 donation. The total donation to the City of Bastrop will be in the amount of \$20,000.00. A donation receipt and letter will be provided to LS Electric America for their documentation.

Section 4 of the Employee Handbook states that solicitations and acceptance of gifts are prohibited unless approved by the City Council.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Act on Resolution No. R-2025-84 accepting the donations.

ATTACHMENTS:

1. Resolution No. R-2025-84

RESOLUTION NO. R-2025-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ACCEPTANCE OF A DONATION TO THE CITY OF BASTROP POLICE DEPARTMENT IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00); AND A DONATION TO THE CITY OF BASTROP FIRE DEPARTMENT IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) FROM LS ELECTRIC AMERICA; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has appointed the City Manager as the Chief Administrative Officer of the City, and is responsible for the proper administration of all affairs of the City; and

WHEREAS, the City has received a donation in the amount of \$10,000.00 to the Bastrop Police Department and a donation in the amount of \$10,000.00 to the Bastrop Fire Department for a total donation of \$20,000.00 from LS Electric America.

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

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. Execution: The City Manager is hereby authorized to execute all necessary documents, authorizing the acceptance of the donation from LS Electric America on behalf of the City.

Section 4. Repealer: To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.

Section 5. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

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

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

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 22nd day of April, 2025.

THE CITY OF BASTROP, TEXAS:

John Kirkland, Mayor Pro-Tem

ATTEST:

Victoria Psencik, Assistant City Secretary



APPROVED AS TO FORM:

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



STAFF REPORT

MEETING DATE: April 22, 2025

TITLE:

Consider and act to approve the Bastrop City Council meeting minutes from Tuesday, April 8, 2025, Regular Meeting.

AGENDA ITEM SUBMITTED BY:

Victoria Psencik, Assistant City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Approve the Bastrop City Council meeting from Tuesday, April 8, 2025, Regular Meeting.

ATTACHMENTS:

- DRAFT Tuesday, April 8, 2025, Regular Meeting
- Exhibit A – Conflict of Interest Statement for April 8th Meeting

CITY OF BASTROP

BASTROP CITY COUNCIL

REGULAR CITY COUNCIL MEETING MINUTES

Tuesday, April 8, 2025

The Bastrop City Council met in a Regular Meeting on Tuesday, April 8, 2025, at 6:30 p.m. at the Bastrop City Hall Council Chambers, 1311 Chestnut Street, Bastrop, Texas, with the following action taken to wit:

Council Members Present

Mayor Pro-Tempore John Kirkland
Council Member Cynthia Meyer
Council Member Cheryl Lee
Council Member Kerry Fossler
Council Member Kevin Plunkett

Staff Present

City Manager Sylvia Carrillo-Trevino
Assistant City Manager Andres Rosales
Interim Assistant City Attorney Stanley Springerley
Assistant City Secretary Victoria Psencik
Assistant to City Manager Vivianna Andres
Finance Director Judy Sandrussi
Assistant Finance Director Laura Allen
Development Services Director James Cowey
Police Chief Vicky Steffanic
Fleet and Facilities Manager Doug Haggerty
Public Information Officer Colin Guerra
Director of Engineering Tiger Davis
Animal Control/Code Compliance Robert McBain
Parks and Recreation Director Terry Moore
Water & Wastewater Director Curtis Hancock
Community Engagement Director Kathy Danielson

Council Members Absent

Mayor Lyle Nelson * *resigned 1/14/2025*

1. CALL TO ORDER

With a quorum being present Mayor Pro-Tempore Kirkland called the Regular City Council meeting to order at 6:30 p.m.

2. PLEDGE OF ALLEGIANCE – United States of America and Texas Flags

Katherine Ramirez and Mariela Perez Rangel, 10th Graders from Colorado River Collegiate Academy, led the Pledge of Allegiance.

3. INVOCATION

City of Bastrop Police Chaplain Dale Burke delivered the Invocation.

4. EXECUTIVE SESSION

Mayor Pro-Tempore Kirkland closed the Open Meeting to convene the City Council into Executive (Closed) Session at 6:34 p.m. pursuant to Texas Government Code, Chapter 551.071, to seek the advice of legal counsel for the following posted agenda items listed under Items for Individual Consideration:

- 11G. Consider and act on Resolution No. R-2025-69, approving a Development Agreement between the City of Bastrop a Home Rule City and WB Bastrop Land, LLC, A Texas limited liability company, W Land Development Management, a Texas limited liability company; for 289.4 +/- acres of land located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas; west of State Highway 304 and North of Lower Red Rock Road, with a portion of the property being located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property being located within the Voluntary ETJ of the City of Bastrop, as attached in Attachment "A". This parcel of land has also been referred to as the Ironwood Development. That name is subject to change.
- 11H. Consider and act on Resolution No. R-2025-70, approving a Utility Agreement between the City of Bastrop a Home Rule City and WB Bastrop Land, LLC, A Texas limited liability company, W Land Development Management, a Texas limited liability company; for 289.4 +/- acres of land located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas; west of State Highway 304 and North of Lower Red Rock Road, with a portion of the property being located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property being located within the Voluntary ETJ of the City of Bastrop, as attached in "Attachment A". This parcel of land has also been referred to as the Ironwood Development. That name is subject to change.
5. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION.
- 11G. Consider and act on Resolution No. R-2025-69, approving a Development Agreement between the City of Bastrop a Home Rule City and WB Bastrop Land, LLC, A Texas limited liability company, W Land Development Management, a Texas limited liability company; for 289.4 +/- acres of land located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas; west of State Highway 304 and North of Lower Red Rock Road, with a portion of the property being located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property being located within the Voluntary ETJ of the City of Bastrop, as attached in Attachment "A". This parcel of land has also been referred to as the Ironwood Development. That name is subject to change.
- 11H. Consider and act on Resolution No. R-2025-70, approving a Utility Agreement between the City of Bastrop a Home Rule City and WB Bastrop Land, LLC, A Texas limited liability company, W Land Development Management, a Texas limited liability company; for 289.4 +/- acres of land located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas; west of State Highway 304 and North of Lower Red Rock Road, with a portion of the property being located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder

of the property being located within the Voluntary ETJ of the City of Bastrop, as attached in “Attachment A”. This parcel of land has also been referred to as the Ironwood Development. That name is subject to change.

Mayor Pro-Tempore Kirkland reconvened the City Council into the Open Session at 6:49 p.m.

11. ITEMS FOR INDIVIDUAL CONSIDERATION

- 11G. **Consider and act on Resolution No. R-2025-69, approving a Development Agreement between the City of Bastrop a Home Rule City and WB Bastrop Land, LLC, A Texas limited liability company, W Land Development Management, a Texas limited liability company; for 289.4 +/- acres of land located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas; west of State Highway 304 and North of Lower Red Rock Road, with a portion of the property being located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property being located within the Voluntary ETJ of the City of Bastrop, as attached in Attachment "A". This parcel of land has also been referred to as the Ironwood Development. That name is subject to change.**

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

MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-69 as presented. Council Member Meyer seconded the motion. **NO VOTE ON MOTION.**

Item 11G was “tabled” until later in the meeting because the City Manager discussed it with the developers.

6. PRESENTATIONS

- 6E. **PROCLAMATION - Honoring Reverend Emeritus C.A. Williams, beloved Pastor of Macedonia First Baptist Church.**

Submitted by: Council Member Cheryl Lee

The proclamation was read and signed by Mayor Pro-Tempore Kirkland.

- 6A. **Mayor Pro Tem's Report**

- 6B. **Council Members' Report**

[Editor's Note: Council Member Fossler announced that she filed a Conflict of Interest Statement with the Assistant City Secretary regarding Item 6C (North End Prairie Update) on the City Manager's Report, and has recused herself from the discussion of this item. A copy of the signed Conflict of Interest Statement is attached hereto and made a part of these minutes as Exhibit A.]

6C. **City Manager's Report**

- Hotel Occupancy 2nd Quarter Report
- Legal Expenses and Processes
- North End Prairie Update (*Council Member Fossler recused herself when this item was discussed*)
- 1005 Pecan Update
- Joint Meeting with the BEDC on April 21, 2025
- Comprehensive Plan Update
- New Utility Billing Portal
- Water Well Update
- Bridge Rehabilitation

6D. **Presentation on Board and Commission Work Plans:**

- **Parks and Recreation Board / Public Tree Advisory Board**

Item 6D was not presented.

7. **WORK SESSIONS / BRIEFINGS**

No items were posted for Work Sessions/Briefings.

8. **FINANCIAL TRANSPARENCY AND BUDGET PREPARATION**

8A. **Review and discuss the Fleet and Facilities Department and the Convention Center Department funds.**

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

Presented by: Doug Haggerty, Fleet and Facilities Manager

Presented by: Kathy Danielson, Community Engagement Director

No action was taken on Item 8A.

9. **CITIZEN COMMENT(S)**

Citizen(s) addressing the City Council on an item, not on the agenda: Carol Spencer, Jeanette Watson, and Heather Greene

Submitted a comment but did not wish to speak – Ray Leal.

11. **ITEMS FOR INDIVIDUAL CONSIDERATION**

11G. **Consider and act on Resolution No. R-2025-69, approving a Development Agreement between the City of Bastrop a Home Rule City and WB Bastrop Land, LLC, A Texas limited liability company, W Land Development Management, a Texas limited liability company; for 289.4 +/- acres of land**

located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas; west of State Highway 304 and North of Lower Red Rock Road, with a portion of the property being located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property being located within the Voluntary ETJ of the City of Bastrop, as attached in Attachment "A". This parcel of land has also been referred to as the Ironwood Development. That name is subject to change.

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

MOTION: Council Member Fossler moved to approve Resolution No. R-2025-69 with the changes to update the impervious cover percentages to the current established percentages. Council Member Plunkett seconded the motion. Motion carried unanimously.

- 11H. **Consider and act on Resolution No. R-2025-70, approving a Utility Agreement between the City of Bastrop a Home Rule City and WB Bastrop Land, LLC, A Texas limited liability company, W Land Development Management, a Texas limited liability company; for 289.4 +/- acres of land located within the Mozea Rousseau Survey, Abstract No. 56 in Bastrop County, Texas; west of State Highway 304 and North of Lower Red Rock Road, with a portion of the property being located within the 1-mile Extraterritorial Jurisdiction (ETJ) of the City of Bastrop, and the remainder of the property being located within the Voluntary ETJ of the City of Bastrop, as attached in "Attachment A". This parcel of land has also been referred to as the Ironwood Development. That name is subject to change.**

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

MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-70 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

- 11I. **Consider and act on Resolution No. R-2025-68, regarding a CCN Transfer Agreement of the wastewater CCN from Aqua Water Supply Corporation to the City of Bastrop for the Ironwood Development.**

Submitted by: Andres Rosales, Assistant City Manager

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

MOTION: Council Member Lee moved to approve Resolution No. R-2025-68 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

- 11J. **Consider and act on Resolution R-2025-76 approving an interlocal cooperative agreement for an interagency loan of \$600,000 from the Bastrop Economic Development Corporation (BEDC) to the City of Bastrop to fund infrastructure improvements related to Burleson Crossing East.**

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

MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-76 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

- 11K. **Consider and act on Ordinance No. 2025-46, a Chapter 380 agreement with BEBD Frontage Road, LLC and the City of Bastrop in an amount not to exceed \$600,000 for improvements at HWY 71, adjacent to Burleson Crossing East retail development located at HWY 71 and Ed Burleson Road.**

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

Citizen Comment submitted specifically to Item 11K: Lyle Nelson

MOTION: Council Member Fossler moved to approve the first reading of Ordinance No. 2025-46 with the caveat added that all change orders must be approved by City Council and include on the April 22, 2025 Consent Agenda for a second reading. Council Member Lee seconded the motion. Motion carried unanimously.

10. CONSENT AGENDA

- 10A. **Consider and act on the second reading of Ordinance No. 2025-34, for a Zoning Concept Scheme request to rezone the project site from P5 Core to Planned Development District (“PDD”) with a base district of P5 Core, for the area described as being 43.112 +/- acres out of the Nancy Blakey Survey, Abstract 98, located at 540 W SH 71 Bastrop, TX 78602, within the city limits of Bastrop, Texas. This parcel is also referred to the Nixon Tract.**

Submitted by: Andres Rosales, Assistant City Manager

- 10D. **Consider and act on the first reading of Ordinance No. 2025-41, amending Chapter 15, Article 15.01 “Cemeteries” of the Bastrop Code of Ordinances, to reflect various updates to language and add provisions for the operation of a Columbarium and move to include on the April 22, 2025, Consent Agenda for a second reading.**

Submitted by: Judy Sandroussi, Finance Director

Mayor Pro-Tempore Kirkland called for requests to remove any item from the Consent Agenda for separate discussion. Mayor Pro-Tempore Kirkland removed Item 10E from the Consent Agenda for a separate discussion and vote. Council Member Lee requested Item 10B be removed from the Consent Agenda for a separate discussion and vote. Council Member Fossler requested that Item 10C be removed from the Consent Agenda for a separate discussion and vote.

MOTION: Council Member Lee moved to approve the Consent Agenda Item 10A and Item 10D as presented after being read into the record by Mayor Pro-Tempore Kirkland. Council Member Fossler seconded the motion. Motion carried unanimously.

* * * * *

- 10B. **Consider and act on the second reading of Ordinance No. 2025-37, amending the Bastrop Code of Ordinances Chapter 13 - Utilities, Article 13.02 Water and Wastewater Rates and Charges, Section 13.02.003 Sewer Connection and Tapping Fees, by enacting Section 13.02.003 (b)(1-13).**

Submitted by: Vivianna Nicole Andres, Assistant to the City Manager

MOTION: Council Member Lee moved to approve the second reading of Ordinance No. 2025-37 as presented. Council Member Fossler seconded the motion. Motion carried unanimously.

* * * * *

- 10C. **Consider and act on Ordinance No. 2025-40 to amend the B3 Technical Manual Table 1.4.001A, Development Application Approval Process.**

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

MOTION: Council Member Fossler moved to approve the second reading of Ordinance No. 2025-37 with the amendment to Exhibit A to reflect changing “BOA” to “ZBA” Zoning Board of Adjustment. Council Member Lee seconded the motion. Motion carried unanimously.

* * * * *

- 10E. **Consider and act to approve the Bastrop City Council meeting minutes from the Tuesday, March 25, 2025, Regular Meeting.**

Submitted by: Victoria Psencik, Assistant City Secretary

MOTION: Council Member Plunkett moved to approve the Tuesday, March 25th City Council Regular Meeting minutes with striking through irrelevant pages 9 and 10 of the minutes. Council Member Meyer seconded the motion. Motion carried unanimously.

* * * * *

11. ITEMS FOR INDIVIDUAL CONSIDERATION, continued

- 11A. **Consider, and act on the second reading of Ordinance No. 2025-28, amending the Master Fee Schedule for tree mitigation fees and amending the Code of Ordinances Chapter 1 "General Provisions", adding Section 1.13.05 "Trees**

on Private Property"; amending the Bastrop Building Block (B3) Code, Section 6.3.004 "Protected & Heritage Trees, adding subsection (j) Administrative Decision; establishing fees and the penalty for violation.

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

ORIGINAL MOTION: Council Member Meyer moved to approve the second reading of Ordinance No. 2025-28 as presented. Council Member Plunkett seconded the motion.

Council Member Fossler moved to make a **"friendly" amendment** to the original motion to add :

- “replace a tree with at least a 2-inch caliper tree or an acceptable native landscaping plant from the list”

Council Members Meyer (original motion maker) and Plunkett (seconder) accepted the friendly amendment.

REVISED MOTION: Council Member Meyer moved to approve the second reading of Ordinance No. 2025-28 with the amendment listed above. Council Member Plunkett seconded the motion. Motion carried unanimously.

11B. **Consider and act on Resolution No. R-2025-75 to accept the grant from the Lower Colorado River Authority's Steps Forward Program in the amount of \$1,000 plus labor expenses.**

Submitted and Presented by: Terry Moore, Parks & Recreation Director

MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-75 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

11C. **Consider and act on the first reading of Ordinance No. 2025-17, amending Code of Ordinances Chapter 2 "Animal Control", Article 2.02 "Vaccination and Licensing of Dogs and Cats" and Article 2.04 "Impoundment", removing Section 2.02.004 "License Tag and Collar."; amending Section 2.02.008 "Licensing and Fees" to "Pet Registration Requirement" and removing subsection (a)-(c); removing Section 2.04.006 "Confinement of Female Dogs and Cats during estrus"; move to include on the April 22, 2025, consent agenda for a second reading. This item is also referred to as the Microchipping Ordinance.**

Submitted and Presented by: Robert McBain, Animal Control / Code Compliance

MOTION: Council Member Plunkett moved to approve the first reading of Ordinance No. 2025-17 as presented and to include on April 22, 2025 Consent Agenda for the second reading. Council Member Meyer seconded the motion. Motion carried unanimously.

11D. **A. Conduct a public hearing, consider and act on second reading of Ordinance No. 2025-38 Levying Special Assessments For, And Apportioning The Costs Of, Certain Improvements To Property In And For The Valverde Public Improvement District Improvement Area #1; Fixing A Charge And Lien Against All Properties Within The District, And The Owners Thereof; Providing For The Manner And Method Of Collection Of Such Assessments; Making A Finding Of Special Benefit To Property In The District And The Real And True Owners Thereof; Approving A Service And Assessment Plan.**

B. Consider and act on second reading of Ordinance No. 2025-39 Authorizing The Issuance Of The "City Of Bastrop, Texas Special Assessment Revenue Bonds, Series 2025 (Valverde Public Improvement District Improvement Area #1 Project)"; Approving And Authorizing An Indenture Of Trust, A Bond Purchase Agreement, An Offering Memorandum, A Continuing Disclosure Agreement And Other Agreements And Documents In Connection Therewith; Making Findings With Respect To The Issuance Of Such Bonds.

Mayor Pro-Tempore Kirkland opened the Public Hearing at 9:22 p.m. for the Valverde Public Improvement District Improvement Area #1 listed in Item 11D letter A.

Public Hearing: No comments were submitted.

Mayor Pro-Tempore Kirkland closed the Public Hearing at 9:22 p.m. for the Valverde Public Improvement District Improvement Area #1 listed in Item 11D letter A.

Item 11D (A) MOTION: Council Member Meyer moved to approve the second reading of Ordinance No. 2025-38 as presented. Council Member Plunkett seconded the motion. Motion carried unanimously.

Item 11D (B) MOTION: Council Member Plunkett moved to approve the second reading of Ordinance No. 2025-39 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

11E. **Consider and act on Resolution No. R-2025-77 to amend the Reimbursement Resolution previously approved for the Valverde Public Improvement District from the amount of \$11,939,000 to \$12,303,000 to account for delays in issuance and other administrative costs.**

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

MOTION: Council Member Plunkett moved to approve Resolution No. R-2025-77 as presented. Council Member Meyer seconded the motion. Motion carried unanimously

- 11F. **Consider and act on Ordinance No. 2025-42 to engage Trane Technologies, under the Omnia Partners Cooperative Purchase Agreement, by means of a Project Development Agreement (PDA), to begin a design/build construction approach for the City of Bastrop for the design and construction of a new, high-efficiency wastewater treatment facility to meet the city's requirements for continued growth and other as needed projects related to water and wastewater.**

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

MOTION: Council Member Meyer moved to approve the first reading of Ordinance No. 2025-42 as presented and to include it on the April 22, 2025 Consent Agenda for a second reading. Council Member Lee seconded the motion. Motion carried unanimously.

- 11L. **Consider and act on Resolution No. R-2025-73, authorizing the issuance of a Request for Qualifications (RFQ) for City Attorney Services.**

Submitted by: Andres Rosales, Assistant City Manager

MOTION: Council Member Lee moved to approve Resolution No. R-2025-73 as presented. Council Member Meyer seconded the motion. Motion carried unanimously.

- 11M. **Consider and act on Resolution No. R-2025-74, authorizing the issuance of a Request for Qualifications (RFQ) for Bond Counsel Services.**

Submitted by: Andres Rosales, Assistant City Manager

MOTION: Council Member Meyer moved to approve Resolution No. R-2025-74 as presented. Council Member Plunkett seconded the motion. Motion carried unanimously.

12. **ADJOURNMENT**

Upon receiving a motion duly made and seconded to adjourn, the April 8th Regular Meeting was adjourned at 9:35 p.m.

CITY OF BASTROP, TEXAS

John Kirkland, Mayor Pro-Tempore

ATTEST:

Victoria Psencik, Assistant City Secretary



CONFLICT OF INTEREST STATEMENT

I, Kerry L. Fossler, a local public official of the City of Bastrop, Texas (the City), make this affidavit and hereby on oath state the following:

Action being contemplated by the (please circle) City Council or Board/Commission at the 4/8/2025 Meeting, Agenda Item 6C - North End Prairie may have an effect on a business entity or real property in which I have an interest. Such interest may be a "substantial interest" as that term is defined in Chapter 171 of the Texas Local Government Code. ~~The action being contemplated may have a special economic effect on the business entity or real property distinguishable from the effect on the public.~~ Not applicable for Bastrop Code of Ethics

1. The business entity or real property in which I have an interest is described as follows (name; address; or lot description): 2nd degree relative (sibling) ownership of:
Farm Lot, BLOCK 13 E M ST, ACRES 3.962 (Property ID 126740),
PECAN STREET BASTROP LLC, HOMES FOR GOOD FOUNDATION

2. The nature and extent of my interest in the business entity or real property is herein described by stating that either I or a person related to me in the ~~first degree~~ ^{second degree} by consanguinity (blood) or affinity (marriage), as determined by Chapter 573 of the Texas Government Code (check all that apply):

- ☒ own 10% or more of the voting stock or shares of the business entity;
- ☒ own 10% or more of the fair market value of the business entity;
- ☒ own \$15,000 or more of the fair market value of the business entity; and/or received funds that exceed 10% of gross income for the previous year;
- ☒ has an equitable or legal ownership in real property with a fair market value of \$2,500 or more.

3. Alternatively, even if I do not have a "substantial interest" as defined by Chapter 171 of the Texas Local Government Code, I am filing this affidavit so to avoid the appearance of impropriety. My interest may be described as follows:

I do not personally have a "substantial interest" in the disclosed entities and property, but relatives within the 3rd degree (as defined in the Bastrop Code of Ethics) have a P3 development/subdivision matter pending matter before city staff, with original application filed on 8/08/2022. Their matter may never come before City Council, but I am disclosing and recusing myself from City Manager Report - UPDATE 6C because it is specific to their property, even though it's a report and not an actionable agenda item. This disclosure includes the previous calendar year, and up to any future date at which the pending matter might come before City Council.

*** AFFIDAVIT ***

Upon the filing of this affidavit with the City/Board Secretary, I affirm that I shall abstain from any discussion, vote, or decision involving this business entity or real property unless a majority of the members of the governmental entity of which I am a member is likewise required to file and has filed affidavits declaring similar interests on the same official action.

SIGNED this 8th day of April 2025. [Signature]
Signature of Affiant

SWORN TO AND SUBSCRIBED BEFORE ME on this the 8th day of April, 2025.
[Signature]



VICTORIA ANN PSENIK
Notary ID #132927966
My Commission Expires
February 16, 2029

Notary Public in and for the State of Texas
My Commission Expires: 2/16/2029



STAFF REPORT

MEETING DATE: April 22, 2025

TITLE:

Consider and act on Resolution No. 2025-83, approving the acceptance of a grant from the Bastrop Economic Development Corporation to the City of Bastrop in the amount of Four Hundred Thousand Dollars (\$400,000.00) for roadway improvements at Hwy 71 West and Edward Burleson Lane, adjacent to the Burleson Crossing East retail development, located at Hwy 71 West and Edward Burleson Lane.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

Burleson Crossing East retail development, a project of BEBD Frontage Road LLC, is a two-phase development expected to create more than 300 jobs and add more than \$1,425,000 in ad valorem and sales tax upon completion to the City's General Fund.

Improvements along HWY 71 and Edward Burleson Lane are expected to aid in the traffic flow of the area.

The BEDC will grant \$400,000.00 to the City of Bastrop. The City will then administer the funds to the developer, who will use the funds to complete the road improvements needed for the project.

FISCAL IMPACT:

\$400,000 from the BEDC's fund balance to the City of Bastrop.

RECOMMENDATION:

Taking action on Resolution No. 2025-83, approving the acceptance of a grant from the Bastrop Economic Development Corporation to the City of Bastrop in the amount of Four Hundred Thousand Dollars (\$400,000.00) for roadway improvements at Hwy 71 West and Edward Burleson Lane, adjacent to the Burleson Crossing East retail development, located at Hwy 71 and Edward Burleson Lane.

ATTACHMENTS:

1. Draft Resolution No. R-2025-83
2. Grant Agreement Between the City of Bastrop and BEDC

RESOLUTION NO. R-2025-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ACCEPTANCE OF A GRANT FROM THE BASTROP ECONOMIC DEVELOPMENT CORPORATION TO THE CITY OF BASTROP IN THE AMOUNT OF FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) FOR ROADWAY IMPROVEMENTS AT HWY 71 WEST AND EDWARD BURLESON LANE, ADJACENT TO BURLESON CROSSING EAST RETAIL DEVELOPMENT, LOCATED AT HWY 71 WEST AND EDWARD BURLESON LANE, AS SHOWN IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR 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, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

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

WHEREAS, Local Government Code 501.103 authorizes a Type B corporation to expend funds on projects that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises; and

WHEREAS, the BEDC and City of Bastrop recognize that the project will create jobs, additional sales tax, and additional ad valorem tax; and

WHEREAS, the BEDC has approved a grant to the City of Bastrop in the amount of \$400,000.00; and

WHEREAS, after careful evaluation and consideration by the BEDC Board and City Council, it has been determined that this grant will benefit Bastrop businesses and the overall economy.

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

- Section 1.** The City of Bastrop hereby approves the Agreement attached hereto and incorporated herein as Exhibit “A” and further authorizes the City Manager to execute all necessary documents and take all other actions to implement said Agreement.
- Section 2. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- Section 3. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
- Section 4. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, its Code of Ordinances, and the laws of the State of Texas.
- Section 5. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 22nd day of April 2025.

Signature Page to Follow

THE CITY OF BASTROP, TEXAS:

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**CITY OF BASTROP TYPE B ECONOMIC DEVELOPMENT CORPORATION
CITY OF BASTROP**

**AGREEMENT FOR A GRANT OF FUNDING TO CITY OF BASTROP
FOR INFRASTRUCTURE STUDY**

This Agreement for a Grant of Funding (“Agreement”) is made between the BASTROP TYPE B ECONOMIC DEVELOPMENT CORPORATION (“BEDC”) and the CITY OF BASTROP (“CITY”), according to the terms provided below and as evidenced by the signatures below:

WHEREAS, the BEDC was created pursuant to Title 12, Subchapter C1 of the Texas Local Government Code, the Development Corporation Act (the “Act”); and

WHEREAS, Section 501.103 of the Act authorizes BEDC expenditures that are found by the BEDC Board of Directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises streets and roads, and related improvements; and

WHEREAS, a request for grant funding in the amount of Four Hundred Thousand Dollars (\$400,000) for the purpose of infrastructure improvements related to the Burleson Crossing East Project has been made by the City of Bastrop (the “Project”); and

WHEREAS, the BEDC Board of Directors hereby finds and determines that the purpose of the expenditure is necessary to promote or develop new or expanded business enterprises.

NOW THEREFORE: The BEDC and CITY agree that the Recitals above constitute material and operative provisions in this Agreement, and they are incorporated by reference; the BEDC and CITY, in addition, agree as follows:

1. *AWARD OF FINANCIAL ASSISTANCE.* The BEDC hereby agrees to award a grant in the amount of Four Hundred Thousand Dollars (\$400,000) (“Grant”) to CITY for the Project.
2. *EFFECTIVE PERIOD.* CITY’S substantial compliance with the terms of this Agreement will begin upon the date of execution of this Agreement. This Agreement will continue in effect until the deadline to expend funds, as will be evidenced by an affidavit of completion submitted to the BEDC by CITY, along with any other documentation the BEDC may reasonably require, or on the first anniversary of the Effective Date, whichever comes sooner.
3. *DEADLINE TO EXPEND FUNDS.* The Grant funds must be expended within twelve (12) months of the date of execution of this Agreement.
4. *PROJECT FUNDS.* The funds provided under this Agreement shall be disbursed by the BEDC within thirty (30) days of the execution of this Agreement.
5. *USE OF FUNDS.* CITY shall use the funds disbursed hereunder exclusively for the purpose and in the manner set forth in this Agreement. Any modification of the use of funds proposed by CITY shall require prior written approval of the BEDC Board of Directors.

6. *EFFECTIVE DATE; TERMINATION.* This Agreement shall be effective upon execution and may be executed in parts, by the authorized representatives of the BEDC and CITY. Unless due to other circumstances as provided herein, this Agreement shall terminate upon completion of the Project.

7. *RETURN OF UNUSED FUNDS.* Upon completion or termination of the Project, any unused funds, rebates, or credits shall be returned to the BEDC within ten (10) days from the effective date of completion or termination of the Project.

8. *SEVERABILITY OF PROVISIONS.* If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future laws, then it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein: it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

9. *ENTIRE AGREEMENT.* This Agreement, including any and all exhibits and attachments cited above, constitutes the final and entire Agreement between the parties hereto and contains all the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by said parties.

10. *NOTICES.* For purposes of this Agreement, all official communications, and notices among the parties hereto and the CITY will be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

BEDC: Bastrop Economic Development Corporation
Attn: Executive Director
1311 Chestnut Street
Bastrop, Texas 78602

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

Notice of changes of address by any party set forth hereinabove must be made in writing delivered to the other parties' last known respective addresses within five (5) business days prior to the effective date of the change.

11. *CAPTIONS.* The captions and headings contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms or conditions of this Agreement.

12. *COUNTERPARTS.* This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

This Agreement was executed by the parties on the _____ day of _____ 2025.

BEDC:

BASTROP ECONOMIC DEVELOPMENT
CORPORATION
a Texas Type B Economic Development Corporation

By: _____

CITY:

CITY OF BASTROP
a Texas Home Rule City

By: _____



STAFF REPORT

MEETING DATE: April 22, 2025

TITLE:

Consider and act on the first reading of Ordinance No. 2025-47, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; and move to include on the May 13, 2025, Consent Agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

The FY2025 budget was approved by City Council on September 17, 2024. 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 the City Council.

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

FISCAL IMPACT:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Laura Allen, Assistant Finance Director, recommends approval of the first reading of Ordinance No. 2025-47, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; and move to include on the May 13, 2025, Consent Agenda for a second reading.

ATTACHMENTS:

- Ordinance 2025-47
- Exhibit A

ORDINANCE NO. 2025-47

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2025 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 2025; 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 2025, 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 2025.

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 22nd day of April 2025.

READ and ADOPTED on Second Reading on the 13th day of May 2025.

APPROVED:

John Kirkland, Mayor Pro-Tem

ATTEST:

Victoria Psencik, Assistant City Secretary

APPROVED AS TO FORM:

City Attorney

City of Bastrop
Budget Amendment
2QFY2025



Water /Wastewater Fund Expenditures	Original Budget	Increase (Decrease)
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This amendment is to correct a clerical error at time of adoption. This is a large understatement of budget. For FY2024 Wastewater Treatment had a budget of \$50,000 for overtime. This increase will be utilizing fund balance.

Overtime (202-35-46-5117)	\$ 120	\$ 39,880
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Street Maintenance Fund Expenditures	Original Budget	Increase (Decrease)
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To amend the budget for the Holbrook Asphalt LLC agreement, that Council approved on January 18th, available fund balance.

Street Improvement (110-18-0-6132)	\$ 500,000	\$ 855,000
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Land Acquisition Fund Expenditures	Original Budget	Increase (Decrease)
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Amend budget for the purchase of Right of Way for Old Town Track utilizing fund balance.

Real Property (151-00-00-6060)	\$ 287,483	\$ 16,000
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Bastrop Economic Development Corporation Revenue	Original Budget	Increase (Decrease)
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Amendment to revenue to recognize cell tower lease proceeds, misc. income from the sale of office furniture as a more accurate projection of interest. Resulting in an increase of \$260,750 in revenue.

Lease Agreements (601-00-00-4047)	\$ 18,050	\$ 8,750
Interest Income (601-00-00-4400)	\$ 250,000	\$ 250,000
Misc Income (601-00-00-4514)	\$ -	\$ 2,000

Bastrop Economic Development Corporation Expenditures	Original Budget	Increase (Decrease)
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Amendment for reimbursement to TA Adhesive, and Moca contract default, per Performance Agreement utilizing restricted fund balance.

Land/Grant Rebates (601-70-00-5646)	\$ -	\$ 1,135,200
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Grant Fund Revenue and Expenditure	Original Budget	Increase (Decrease)
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Amend the budget for Council approved Bullet Resistance Shield grant via the Office of the Governor (C This will have zero impact to fund balance since the revenue and expense offset each other.

PD Body Armor Grant Rev (801-00-00-4414)	\$ -	\$ 26,267
PD Body Armor Grant Exp (801-00-00-5515)	\$ -	\$ 26,267



Amended Budget

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\$ 40,000

Amended Budget

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\$ 1,355,000

Amended Budget

\$ 303,483

Amended Budget

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\$ 26,800

\$ 500,000

\$ 2,000

Amended
Budget

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\$ 1,135,200

Amended
Budget

DOG).

\$ 26,267

\$ 26,267



STAFF REPORT

MEETING DATE: April 22, 2025

TITLE:

Consider and act on Resolution No. R-2025-81, authorizing the City Manager to approve Amendment #2 to the original Professional Services Agreement with Kimley-Horn for the design and construction phase services of Agnes Street Extension.

AGENDA ITEM SUBMITTED BY:

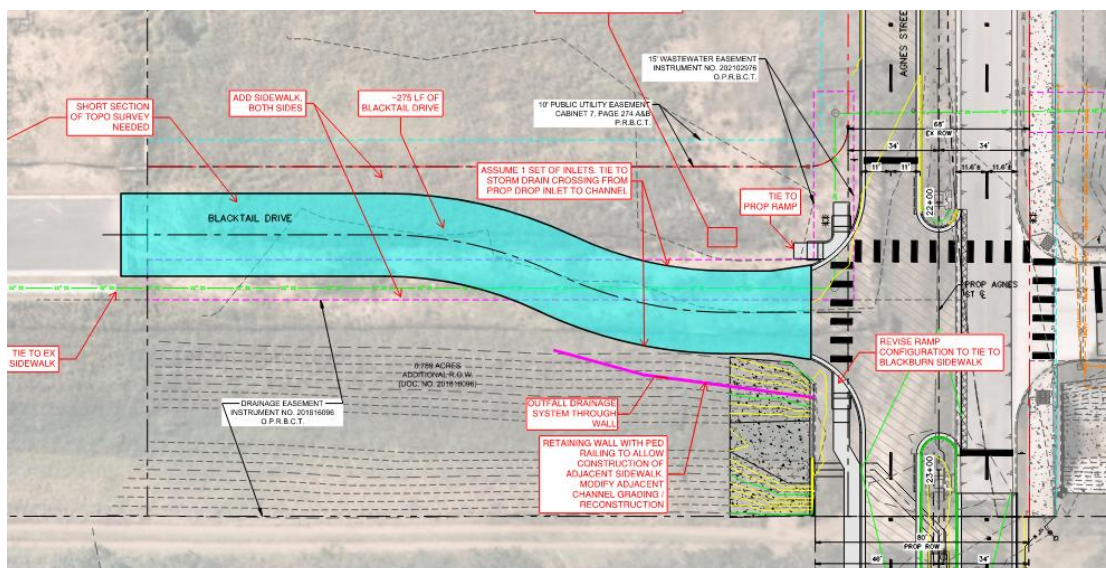
Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

On December 14, 2021, City Council passed Resolution No. R-2021-122 entering into a professional services contract with Kimley-Horn for the design and construction phase services for the Agnes Street Extension project.

Amendment #1 included the additional services to revise the design of Agnes Street from a 4-lane undivided roadway with sidewalks to a 4-lane divided inverted roadway with sidewalk along the south parkway.

Amendment #2 includes the additional services to design Blacktail Drive, connecting the existing terminus which is approximately 260' south of Agnes Street to Agnes Street. Blacktail Drive will be a 2-lane undivided section with sidewalks along the west and east parkways. The horizontal alignment and vertical profile will be based on a 30-mph design speed.



FISCAL IMPACT:

The funding source will utilize revenues collected through the streets rough proportional share agreements from prior developments.

non-GLO PSA	\$129,900
Amendment #1	\$47,600
Amendment #2*	\$76,500
Grand Total	\$254,000

**See exhibit for itemized cost*

RECOMMENDATION:

Authorize the approval of Amendment #2 to the original Professional Services Agreement with Kimley-Horn.

ATTACHMENTS:

1. Resolution No. R-2025-81
2. Amendment #2

RESOLUTION NO. R-2025-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AMENDMENT #2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN TO PROVIDE ADDITIONAL DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE AGNES STREET EXTENSION PROJECT FOR A NOT TO EXCEED AMOUNT OF SEVENTY SIX THOUSAND, FIVE HUNDRED DOLLARS (\$76,500.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop approved Resolution No. R-2021-122 on December 14, 2021, entering into a professional services contract with Kimley-Horn for the design and construction phase services for the Agnes Street Extension project, and

WHEREAS, the City requested Kimley-Horn to provide additional design and construction phase services for the Agnes Street Extension project; and

WHEREAS, the City of Bastrop City Council understands the necessity of connecting Blacktail Drive to Agnes Street to improve overall mobility.

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

Section 1. The City Council of the City of Bastrop, Texas has determined Kimley-Horn to be a subject matter expert in the fields of streets, construction management, and inspection.

Section 2. The City Manager is hereby authorized to execute Amendment #2 of the Professional Services Agreement with Kimley-Horn to provide additional design and construction phase services in an amount not to exceed of Seventy Six Thousand, Five Hundred Dollars (\$76,500.00), as well as all other necessary documents.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 22nd day of April 2025.

APPROVED:

John Kirkland, Mayor Pro-Tem

ATTEST:

Victoria Psencik, City Secretary

APPROVED AS TO FORM:

City Attorney



April 16, 2025

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

Sent via e-mail

Re: Amendment Number 2 to the Engineering Services Contract

Dear Ms. Carrillo-Trevino:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "ENGINEER CONTRACTOR") and the City of Bastrop, Texas ("CITY") entered in a Professional Services Agreement dated May 18, 2022 ("Contract") concerning Agnes Street Extension Non-GLO (the "Work" or "Project").

The parties now desire to amend the Contract to include services to be performed by Engineer Contractor for compensation as set forth below in accordance with the terms of the Contract, which are incorporated by reference.

Project Understanding

The City of Bastrop (the "CITY") requested Kimley-Horn and Associates, Inc. ("ENGINEER CONTRACTOR") to provide additional services to design Blacktail Drive, connecting the existing terminus which is approximately 260' south of Agnes Street to Agnes Street. Blacktail Drive will be a 2-lane undivided section with sidewalk along the west and east parkways. The horizontal alignment and vertical profile will be based on a 30-mph design speed.

Project Assumptions

- A. Limits of paving improvements are from the existing terminus of Blacktail Drive, approximately 260 linear feet south of Agnes Street, to Agnes Street.
- B. Limits of sidewalk improvements on the west side of Blacktail Drive are from the existing curb ramp at the Northwest corner of Blacktail Drive and Cattail Lane to the curb ramp installed as part of the Agnes Street Connection project. Limits of sidewalk improvements on the east side of Blacktail Drive are from the existing sidewalk terminus on Blacktail Drive to the curb ramp installed as part of the Agnes Street Connection project.
- C. A drop inlet designed to capture the existing flow that crosses Blacktail Drive from the West will be part of this project. The drop inlet will route the storm water under Blacktail Drive and outfall into the existing channel east of Blacktail Drive. Two storm drain inlets are assumed to be installed on Blacktail Drive as part of this project.
- D. A retaining wall with pedestrian railing is anticipated to be installed to allow the construction of adjacent sidewalk on the east side of the Blacktail Drive. A standard TXDOT retaining wall standard will be utilized, and a custom designed retaining wall will not be needed.



Modification of the existing headwall and modification of the existing channel grading is also anticipated.

- E. The pavement section will match the existing Blacktail Drive pavement section. Soil investigation will not be needed.

Scope of Services

Task 1 – Pre-Final Design (90%) Submittal (Base Services)

- A. The ENGINEER CONTRACTOR will perform activities associated with project management duties such as preparing for and leading internal project status meetings, coordinating internal production activities, coordinating with the CITY, and preparing and updating the project schedule.
- B. The ENGINEER CONTRACTOR will prepare pre-final plans for Blacktail Drive. The 90% plans will include the following sheets:
 - i. Quantity Summary
 - ii. Project Control
 - iii. Typical Sections
 - iv. Paving Plan and Profile
 - v. Retaining Wall Plan and Profile
 - vi. Drainage Area Map
 - vii. Storm Drain Plan and Profile
 - viii. Pavement Markings and Signing
 - ix. Traffic Control Plans
 - x. Landscape Plans
 - xi. Blacktail Drive Cross Sections
- C. The ENGINEER CONTRACTOR will submit pre-final plans, quantity summary, general notes, specifications, and special specifications in .PDF format to the CITY via e-mail.
- D. The ENGINEER CONTRACTOR will schedule up to one (1) meeting with the CITY to discuss the review comments.
- E. Comments received from the CITY will be incorporated into the subsequent Final Design submittal. A comment revision log will be included.

Task 2 – Final Design (Base Services)

- A. ENGINEER CONTRACTOR will revise plans/documents based on 90% comments from the CITY and develop a final review submittal.
- B. ENGINEER CONTRACTOR will submit Final (sealed) plans, bid form/quantities, and special specifications in .PDF format to the CITY.



Task 3 – Construction Phase Services (Hourly/Reimbursable)

The ENGINEER may provide any of the following construction phase services specifically stated below upon request up to the maximum 20 hours of labor:

- A. The budgeted fee for this task is based upon approximately 20 hours of labor. We will not proceed with performance of services beyond the fee budgeted without written authorization.
- B. Site Visits and Construction Observation. The ENGINEER will make visits up to one (1) during active construction periods to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, The ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep the CITY informed of the general progress of the work.
- C. The ENGINEER will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. The ENGINEER does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.
- D. The ENGINEER is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.
- E. Construction Meetings. The ENGINEER will attend construction meetings on site or virtually up to once per month during active construction periods.
- F. Recommendations with Respect to Defective Work. The ENGINEER will recommend to the CITY that Contractor's work be disapproved and rejected while it is in progress if the ENGINEER believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- G. Clarifications and Interpretations. The ENGINEER will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by the CITY.
- H. Change Orders. The ENGINEER may recommend Change Orders to the CITY and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- I. Shop Drawings and Samples. The ENGINEER will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not



- constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- J. Substitutes and "or-equal/equivalent." The ENGINEER will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
 - K. Inspections and Tests. The ENGINEER may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within The ENGINEER's area of responsibility. The ENGINEER's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. The ENGINEER is entitled to rely on the results of such tests.
 - L. Disputes between the CITY and Contractor. The ENGINEER will, if requested by the CITY, render written decision on all claims of the CITY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, the ENGINEER shall be fair and not show partiality to the CITY or Contractor and shall not be liable in connection with any decision.
 - M. Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, the ENGINEER will recommend amounts that Contractor be paid. Recommendations will be based on the ENGINEER's knowledge, information and belief, and will state whether in the ENGINEER's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. The ENGINEER's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
 - N. Record Drawings. As an additional service if required, the ENGINEER will prepare a record drawing showing significant changes reported by the Contractor or made to the design by the ENGINEER. Record drawings are not guaranteed to be as-built, but will be based on information made available.

Task 4 – Topographic and Boundary Survey (Hourly/Reimbursable)

- A. The ENGINEER CONTRACTOR, through a subconsultant, will perform boundary and topographic survey for the project:
- i. Right-of-entry (permission from property owners to perform field work on their property) will be coordinated by the CITY.
 - ii. ENGINEER CONTRACTOR's subconsultant will coordinate with Texas 811 to locate and mark existing known franchise and public utilities prior to performing the field survey.
 - iii. Establish horizontal and vertical project control monumentation.
 - iv. Perform a field survey to identify and locate existing topographic elements within corridor, which may include the following:
 - i. Property corner monumentation.
 - ii. Existing pavement, curbs, sidewalks, barrier free ramps.
 - iii. Roadway and lane striping.
 - iv. Driveways.
 - v. Existing storm sewer inlets, manholes, junction boxes (including size and invert elevations).
 - vi. Outfalls and erosion control.
 - vii. Existing Driveway culverts and swales.
 - viii. Guardrail.
 - ix. Utility manholes, sanitary sewer manholes (and invert elevations), vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities.
 - x. Traffic signal poles, cabinets, and other signal equipment.
 - xi. Signs (excluding temporary signs).
 - xii. Trees, including caliper.
 - xiii. Buildings and permanent structures.
 - xiv. Retaining walls.
 - xv. Fence limits and materials types (excluding temporary fences).
 - xvi. Other visible physical features that could impact design.
 - xvii. Water bodies and creek crossings within project limits.

Task 5 – Utilities Level B Subsurface Utility Engineering (SUE) – (Hourly/Reimbursable)

- A. The ENGINEER CONTRACTOR, through a subconsultant, will perform Level B Subsurface Utility Engineering within the same limits as the topographic survey.



Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services the ENGINEER CONTRACTOR can provide include, but are not limited to, the following:

- A. Topographic and/or Boundary Survey other than what is described in the Scope of Services.
- B. Environmental Analysis or Reports.
- C. Cultural Resources Study.
- D. Structural Design, including but not limited to: custom headwalls, wing walls, retaining walls, storm drain structures, utility structures.
- E. Traffic Signal Design.
- F. Photometric Plans
- G. Soil Investigation.
- H. Franchise Utility Coordination.
- I. Construction Staking.
- J. Bidding Phase Services
- K. Meetings, presentations, and preparation of technical and other support documents for the property owner's coordination.
- L. Meetings with property owners for right-of-way and/or easement acquisition.
- M. Sampling, testing, or analysis of beyond that specifically in the Scope of Services referenced herein above.
- N. Providing professional services associated with the discovery of any hazardous waste or materials in the project route.
- O. Providing additional documentation required by the CITY's legal representative during condemnation proceedings.
- P. Any item not specifically mentioned in the Scope of Services.



Fee and Billing

Engineer Contractor will perform the services on a Reimbursable/Hourly basis in accordance with the following tasks:

Base Services:	Task Fee:
Task 1 – Pre-Final Design	\$38,000
Task 2 – Final Design	\$20,000
Base Services Total:	\$58,000
Reimbursable/Hourly (Not-to-Exceed):	Task Fee:
Task 3 – Construction Phase Services	\$5,000
Reimbursable/Hourly Services Total:	\$5,000
Survey Services:	Task Fee:
Task 4 – Topographic and Boundary Survey	\$5,000
Task 5 – Level B Subsurface Utility Engineering	\$8,500
Survey Services Total:	\$13,500
Total:	\$76,500

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

[Signature page follows]



Signed: *L. Nathan Ante*

Printed Name: Nathan Ante

Title: Senior Vice President, P.E.

AGREED AND ACCEPTED:
CITY OF BASTROP, TEXAS

By: _____

Title: _____

Date: _____