

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



December 13, 2022

Regular City Council Meeting at 6:30 PM

Executive Session at 5:00 PM

Regular 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 - EXECUTIVE SESSION - 5:00 P.M.
2. EXECUTIVE SESSION

2A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071, 551.072, and 551.087 to seek the advice of legal counsel regarding potential real estate, land use development, and economic development alternatives for the Pine Forest Unit 6 subdivision.

[2B.](#) City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071, .072 Real Property, and .087 Economic Development to seek the advice of legal counsel regarding public-private partnerships for possible multipurpose lodging projects and the City Bastrop Convention & Exhibit Center.

[2C.](#) City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071, 551.072, and 551.087 to seek the advice of legal counsel regarding potential real estate acquisition of Vista Puente Drive right of ways and related real estate matters.

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

4. CALL TO ORDER - REGULAR SESSION - 6:30 P.M.

5. PLEDGE OF ALLEGIANCE - Mia Jaimes and Troy Klaus, Red Rock Elementary RISE

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

6. INVOCATION - Robert Oliver, Police Chaplain

7. PRESENTATIONS

[7A.](#) Mayor's Report

[7B.](#) Council Members' Report

[7C.](#) City Manager's Report

8. WORK SESSIONS/BRIEFINGS - NONE

9. STAFF AND BOARD REPORTS

[9A.](#) Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2022.

Submitted by: Tracy Waldron, Chief Financial Officer

[9B.](#) Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2022.

Submitted by: Tracy Waldron, Chief Financial Officer

10. CITIZEN COMMENTS

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

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

11. 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.

11A. Consider action to approve City Council minutes from the November 8, 2022, Regular meeting and December 5, 2022, Special meeting.

Submitted by: Ann Franklin, City Secretary

11B. Consider action to approve Resolution No. R-2022-119 of the City Council of the City of Bastrop, Texas approving the 2023 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

Submitted by: Ann Franklin

11C. Consider action to approve Resolution No. R-2022-115 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Mary Butler to Place 3 of the Housing Authority, as required in Section 3.08 of the City's Charter, and establishing an effective date.

Submitted by: Ann Franklin

11D. Consider action to approve Resolution No. R-2022-116 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 4, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Jennifer C. Bills, Director of Planning & Development

11E. Consider action to approve Resolution No. R-2022-117 of the City Council of the City of Bastrop, Texas to update the Grantee's Authorized Officer for the FY 2023 Victim Assistance Grant #4472401; providing for a repealing clause; and establishing an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

11F. Consider action to approve the second reading of Ordinance No. 2022-27 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 to address project carryover, fleet orders not received by the end of FY 2022, and personnel reorganization in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

12. ITEMS FOR INDIVIDUAL CONSIDERATION

12A. Consider action to approve Ordinance No. 2022-30 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

Submitted by: Tracy Waldron, Chief Financial Officer

12B. Consider action to approve Resolution No. R-2022-84 of the City Council of the City of Bastrop, Texas to award a Professional Services contract with Stantec Consulting Services Inc. to provide professional services for the Parks & Recreation Master Plan project in an amount not to exceed Two Hundred Ninety Thousand Dollars and no cents (\$290,000.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Terry Moore, Recreation Manager

12C. Hold public hearing and consider action to approve the first reading of Ordinance No. 2022-28 to adopt the 2023 Schedule of Uniform Submittal Dates for Site Plans, Place Type Zoning changes, Plats, Public Improvement Plans, and Neighborhood Regulating Plans in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, and move to include on the January 10, 2023 Consent Agenda for the second reading.

Submitted by: Jennifer C. Bills, Director of Planning & Development

12D. Consider action to approve the first reading of Ordinance No. 2022-16 of the City Council of the City of Bastrop, Texas, updating the Bastrop Code of Ordinances, adding Chapter 13, Article 13.13, Entitled “Licensing Agreement for Attachments to Utility Facilities”; adding Section 13.13.001, “General Provisions”; adding Section 13.13.002 “Standard Licensing Agreement for Attachments to Utility Facilities”; and providing for: findings of fact, enactment, enforcement, repealer and severability, establishing an effective date, proper notice and meeting, and move to include on the January, 10 2023 agenda for a second reading.

Submitted by: Tracy Waldron, Chief Financial Officer

12E. Consider action to approve Resolution No. R-2022-121 of the City Council of the City of Bastrop, Texas authoring the City Manager to enter into an Agreement with Focused Advocacy to offer Full Service Legislative & Regulatory Consulting Services as Exhibit A; providing for a repealing clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

13. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City’s website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, December 8, 2022, at 4:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Ann Franklin
Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071, 551.072, and 551.087 to seek the advice of legal counsel regarding potential real estate, land use development, and economic development alternatives for the Pine Forest Unit 6 subdivision.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071, .072 Real Property, and .087 Economic Development to seek the advice of legal counsel regarding public-private partnerships for possible multipurpose lodging projects and the City Bastrop Convention & Exhibit Center.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071, 551.072, and 551.087 to seek the advice of legal counsel regarding potential real estate acquisition of Vista Puente Drive right of ways and related real estate matters.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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

ATTACHMENTS:

1. PowerPoint

Mayor's Report

December 13, 2022



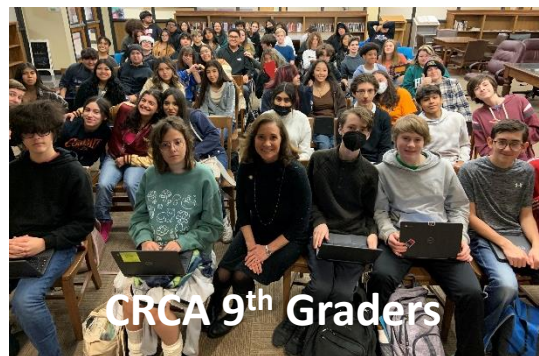
Latest Activities

Nov 4 – Dec 6

Events in 2022: 321



Veterans March



CRCA 9th Graders



Cedar Creek Intermediate – Rec Center



CCI – Student Council



Youth Advisory Council



First Responders





Arbor Day – Wolankski



Tree Lighting



Lost Pines Art Center – Art Fest



Item 7A.

Run this Town 5K



Alive After Five



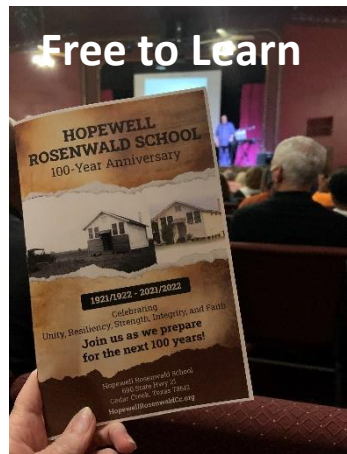
JOL Ribbon Cutting



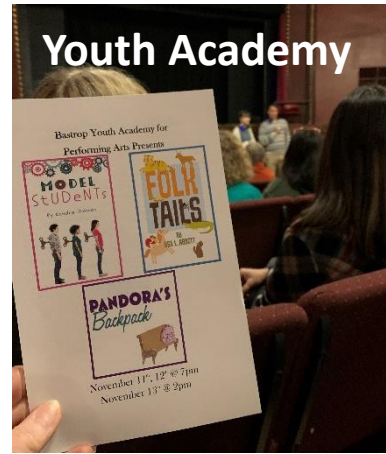
Kids Teeth



Austin Title
First Cent. Mort.



Free to Learn



Youth Academy



Nov Farm St



Dec Farm St



Gobble Kits

Planned Events

Item 7A.

Dec 7 - 13

- December 7 –
 - FCI Quarterly Luncheon
 - Chamber Luncheon
- December 8 –
 - Children’s Advocacy Center Open House
 - Bastrop Board of Realtors Luncheon
 - Chamber’s Jingle Mingle (Community Gardens)
- December 9 –
 - Redeemed Treasure Thrift Store Ribbon Cutting
 - Bastrop Opera House Filming
 - BCHS Rendezvous
- December 10
 - Bastrop Public Library Open House
 - BCHS Annual Home Tour
 - Lost Pines Christmas Festival
 - Lighted Christmas Parade
- December 13
 - Government Affairs
 - Generation Citizen Civics Day
 - City Council Meeting



Upcoming Events & City Meetings

- December 14
 - CAPCOG Executive Committee
 - CAPCOG General Assembly
 - Found Fine Art Ribbon Melting
 - First Franklin Financial Ribbon Cutting
- December 15 – TML Region 10 Meeting
- December 16 – Joyous Christmas
- December 17 – Wreaths Across America
- December 19 – BEDC Board Meeting
- December 20 – City Council Strategy Workshop
- December 21 – CASA Open House
- December 22 – Ambassador Christmas Celebration
- December 23 and 26 – City Offices Closed
- December 28 – Diversity Equity and Inclusion Board
- January 4 – Chamber Luncheon
- January 5 – Farm Street Opry
- January 10
 - Government Affairs
 - City Council Meeting



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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- (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: December 13, 2022

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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- (1) expressions of thanks, congratulations, or condolence;
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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: December 13, 2022

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending October 31, 2022.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

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

REVENUE

General Fund exceeded the forecast by 22%

- Sales tax is 2.8% above forecast
- Development fees are 54% above forecast due to Valverde subdivision Public Improvement Fees collected

Cemetery Fund is slightly negative.

All other funds are performing positive to forecast.

EXPENDITURES

All funds are positive to forecast amounts.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2022-73 on August 23, 2022.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending October 31, 2022

CITY OF BASTROP

Comprehensive Monthly Financial Report October 2022



Performance at a Glance as of October 31, 2022



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

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2023 Approved Budget</u>	<u>FY2023 Forecast YTD</u>	<u>FY2023 Actual YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 16,847,515	\$ 1,209,874	\$ 1,475,382	21.9%
Designated	63,200	2,167	4,088	88.6%
General Fund One-time	382,395	382,395	382,574	0.0%
Street Maintenance	803,500	66,958	67,743	1.2%
Debt Service	3,870,175	527,458	532,495	1.0%
General Gov's Projects	3,052,000	30,417	30,631	0.7%
Water/Wastewater	7,927,692	634,316	681,114	7.4%
Water/Wastewater Debt	3,665,227	215,911	218,285	1.1%
Water/Wastewater Capital Proj	885,100	73,758	74,651	1.2%
Impact Fees	3,330,450	-	-	0.0%
Vehicle & Equipment Replacement	1,435,490	810,445	814,027	0.4%
Electric	7,809,241	502,421	525,195	4.5%
HOT Tax Fund	3,131,554	22,213	22,348	0.6%
Library Board	20,750	3,063	3,233	5.6%
Cemetery	184,700	11,392	11,232	-1.4%
Capital Bond Projects	44,000	3,167	83,780	2545.4%
Grant Fund	4,665,330	-	-	0.0%
Park/Trail Land Dedicaiton	1,465	1,373	1,389	1.2%
Hunter's Crossing PID	575,879	1,000	996	-0.4%
Bastrop EDC	4,213,909	307,310	314,503	2.3%
TOTAL REVENUES	\$ 62,909,572	\$ 4,805,638	\$ 5,243,666	9.1%

POSITIVE
WARNING

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

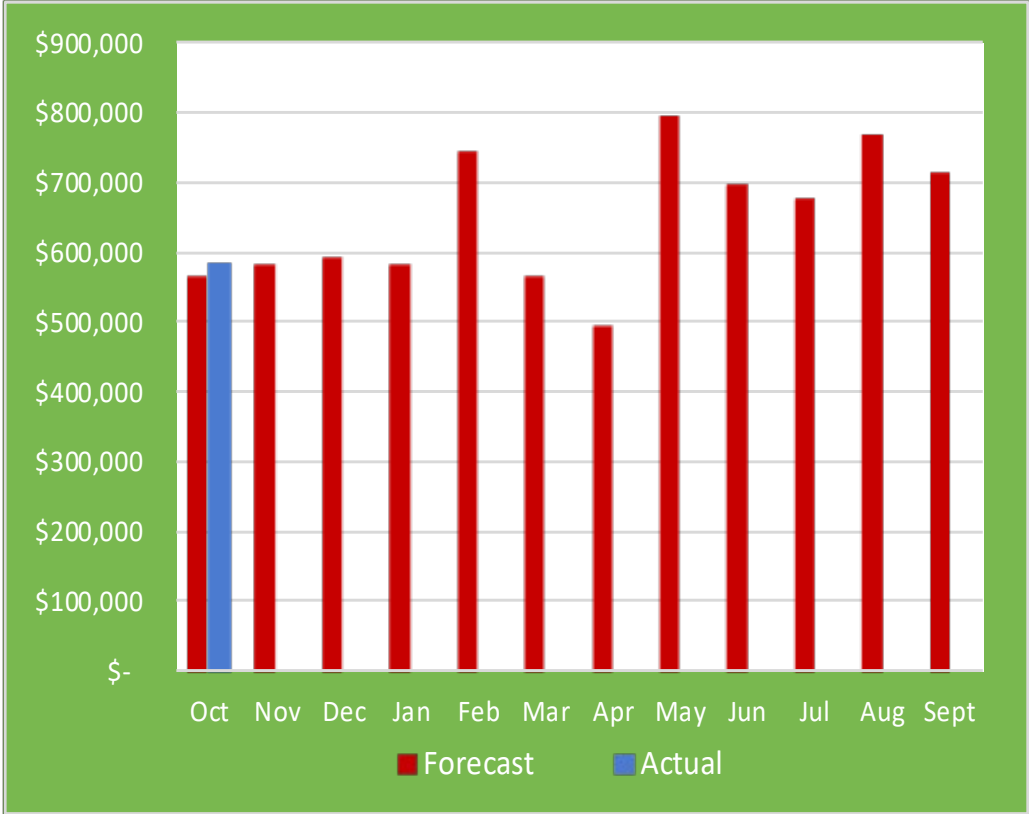
BUDGET SUMMARY OF ALL FUNDS

	FY2023 <u>Approved Budget</u>	FY2023 <u>Forecast YTD</u>	FY2023 <u>Actual YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 19,852,982	\$ 2,135,115	\$ 1,885,580	-11.7%
Designated	323,780	29,000	28,967	-0.1%
General Fund One-time	456,200	-	-	0.0%
Street Maintenance	807,927	-	-	0.0%
Debt Service	3,850,699	-	-	0.0%
General Gov't Projects	3,152,000	-	-	0.0%
Water/Wastewater	8,592,325	875,884	806,807	-7.9%
Water/Wastewater Debt	3,823,204	-	-	0.0%
Water/Wastewater Capital Proj.	1,252,500	5,000	4,867	-2.7%
Revenue Bond, Series 2020	156,919	-	-	0.0%
CO, Series 2021	20,450,575	1,481,000	1,480,783	0.0%
Impact Fees	7,884,300	562,250	562,023	0.0%
Vehicle & Equipment Replacement	918,623	285,095	287,539	0.9%
Electric	8,175,434	607,616	575,479	-5.3%
HOT Tax Fund	3,899,827	1,220,170	1,146,409	-6.0%
Library Board	49,000	3,833	241	-93.7%
Cemetery	217,901	24,492	15,058	-38.5%
Hunter's Crossing PID	552,405	10,042	9,397	-6.4%
CO, Series 2013	210,791	-	-	0.0%
CO, Series 2018	461,631	-	-	0.0%
Limited Tax Note, Series 2020	149,948	-	-	0.0%
America Rescue Plan	2,156,205	-	-	0.0%
CO, Series 2022	3,599,999	-	-	0.0%
Grant Fund	4,665,330	5,000	4,860	-2.8%
Bastrop EDC	9,409,248	141,456	85,494	-39.6%
TOTAL EXPENSES	\$ 105,069,753	\$ 7,385,953	\$ 6,893,504	-6.7%

REVENUE ANALYSIS

SALES TAX REVENUE

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 564,594	\$ 580,268	\$ 15,674
Nov	580,384		\$ -
Dec	589,203		\$ -
Jan	581,720		\$ -
Feb	741,498		\$ -
Mar	564,577		\$ -
Apr	491,577		\$ -
May	790,561		\$ -
Jun	694,574		\$ -
Jul	675,685		\$ -
Aug	764,669		\$ -
Sept	710,958		\$ -
Total	\$ 7,750,000	\$ 580,268	\$ 15,674
Cumulative Forecast	\$ 564,594		
Actual to Forecast	\$ 15,674	2.8%	

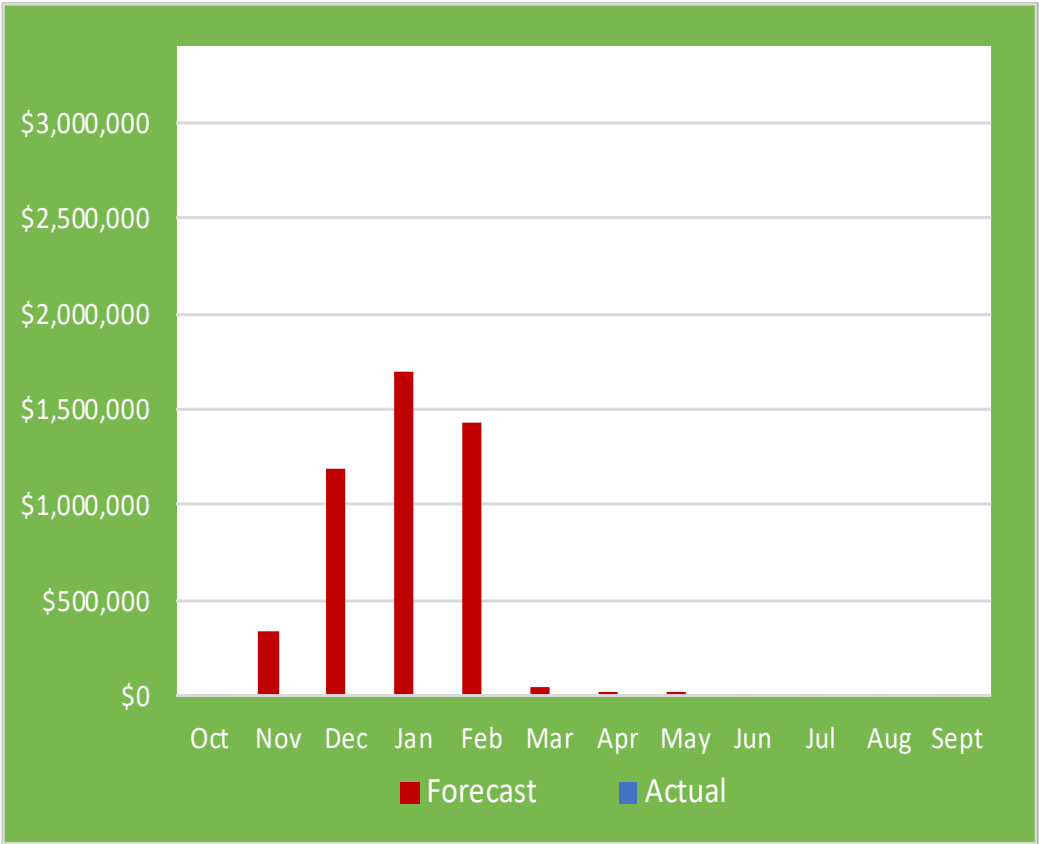


POSITIVE

Sales Tax is 46% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is almost 3% greater than forecasted.

PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 10,451	\$ 13,108	\$ 2,657
Nov	334,933		
Dec	1,196,190		
Jan	1,692,354		
Feb	1,435,428		
Mar	47,848		
Apr	19,139		
May	19,138		
Jun	9,570		
Jul	9,570		
Aug	9,570		
Sept	570		
Total	\$ 4,784,761	\$ 13,108	\$ 2,657
Cumulative Forecast	\$ 10,451		
Actual to Forecast	\$ 2,657	25.42%	

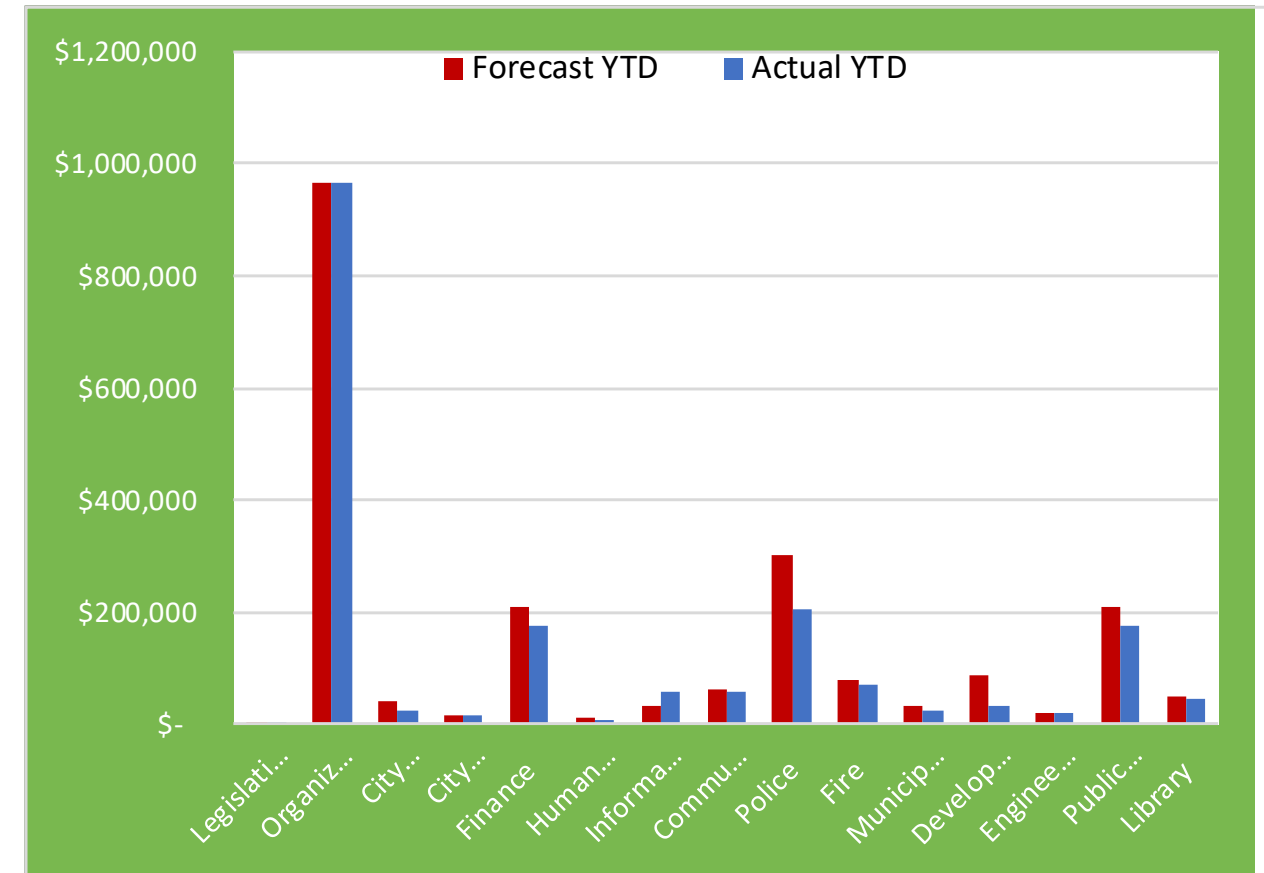


POSITIVE

Property tax represents 29% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The actual is exceeding the forecast by over 25%.

GENERAL FUND EXPENDITURES BY DEPT.

<u>Division</u>	<u>FY2023 Forecast YTD</u>	<u>FY2023 Actual YTD</u>	<u>Variance</u>
Legislative	\$ 5,467	\$ 1,422	\$ (4,045)
Organizational	964,836	963,991	\$ (845)
City Manager	43,593	26,793	\$ (16,800)
City Secretary	16,338	15,238	\$ (1,100)
Finance	211,421	177,953	\$ (33,468)
Human Resources	13,939	9,153	\$ (4,786)
Information Technology	33,761	56,841	\$ 23,080
Community Engagemen	62,823	59,327	\$ (3,496)
Police	300,104	207,041	\$ (93,063)
Fire	79,703	70,330	\$ (9,373)
Municipal Court	34,210	26,646	\$ (7,564)
Development Services	89,260	31,203	\$ (58,057)
Engineering	21,182	20,777	\$ (405)
Public Works	209,265	175,040	\$ (34,225)
Library	49,214	43,826	\$ (5,388)
Total	\$ 2,135,116	\$ 1,885,581	\$ (249,535)



Actual to Forecast

88.3%

POSITIVE

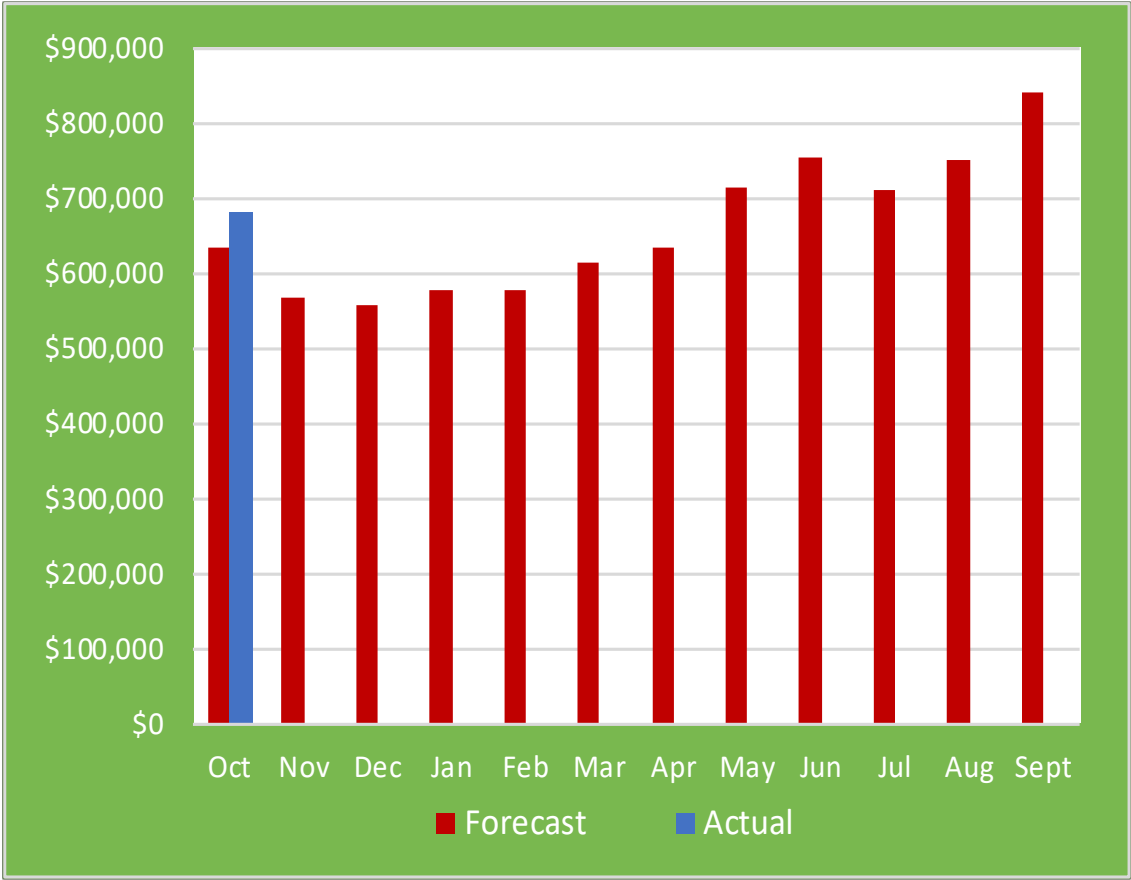
This page compares forecast to actual by department within the General Fund. YTD the actual is 88% of forecast. We will continue to refine our forecast based on historic patterns and understanding of what has been budgeted.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2022

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2023 Forecast	FY2023 Actual	Monthly Variance
Oct	\$ 634,316	\$ 681,114	\$ 46,798
Nov	565,847		
Dec	556,864		
Jan	577,369		
Feb	575,847		
Mar	613,812		
Apr	634,316		
May	713,290		
Jun	752,777		
Jul	711,768		
Aug	751,255		
Sept	840,231		
Total	\$ 7,927,692	\$ 681,114	\$ 46,798
Cumulative Forecast	\$ 634,316		
Actual to Forecast	\$ 46,798	7.38%	



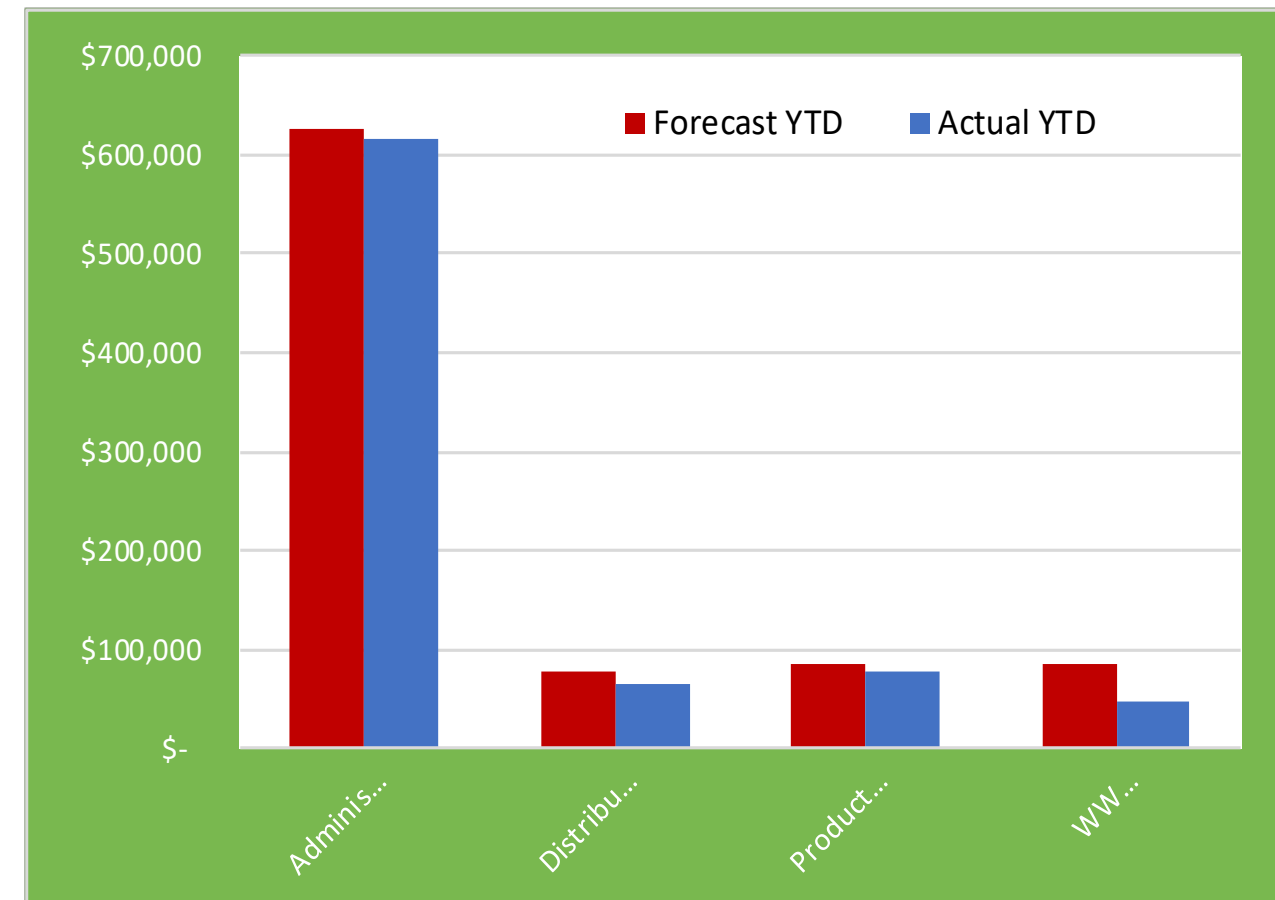
POSITIVE

The water and wastewater actual revenue is higher than forecast almost 7.5%. There were 27 new meters set this month all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2023 Forecast YTD</u>	<u>FY2023 Actual YTD</u>	<u>Variance</u>
Administration	\$ 626,475	\$ 615,575	\$ (10,900)
Distribution/Collection	77,856	64,758	\$ (13,098)
Production/Treatment	85,691	78,389	\$ (7,302)
WW Treatment Plant	<u>85,862</u>	<u>48,084</u>	<u>\$ (37,778)</u>
Total	<u>\$ 875,884</u>	<u>\$ 806,806</u>	<u>\$ (69,078)</u>
Actual to Forecast		92.1%	



POSITIVE

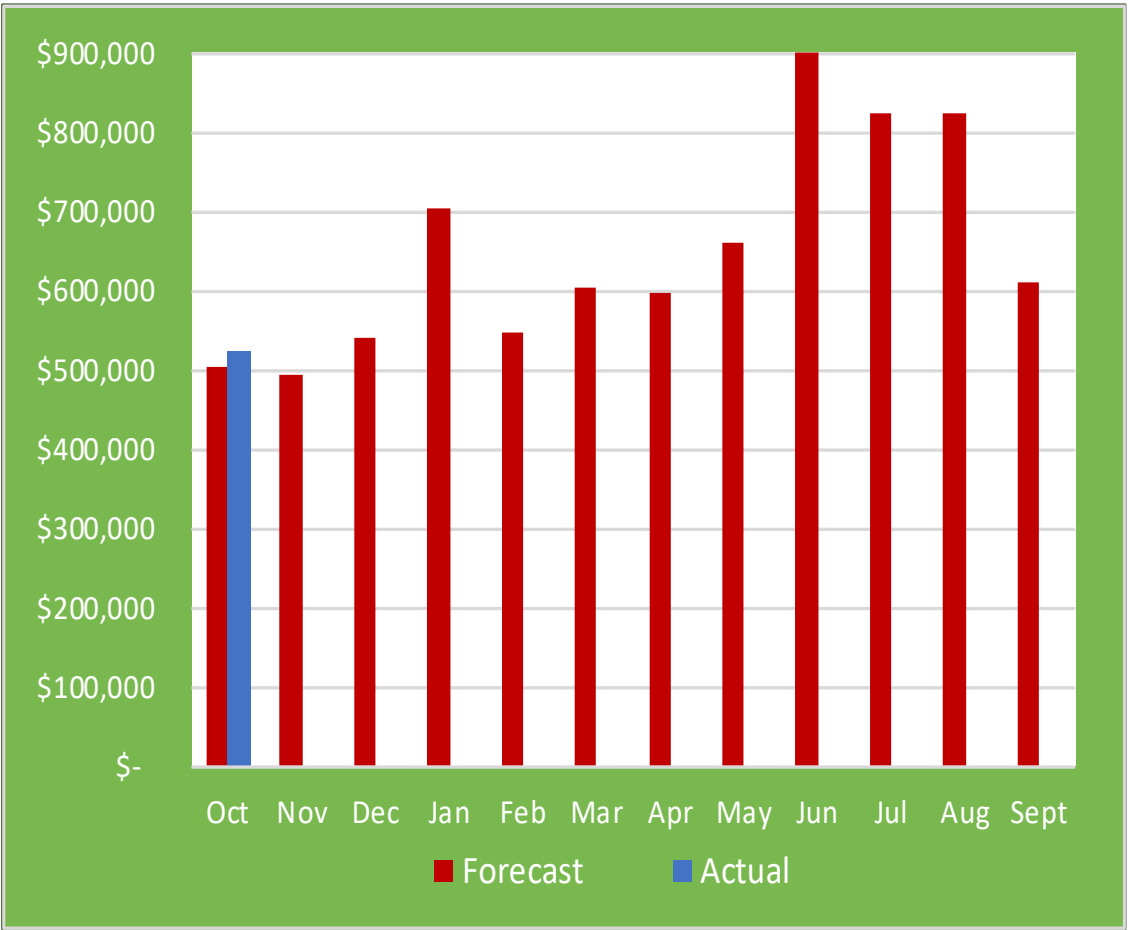
This page compares actual to forecast by the divisions within the Water/Wastewater department. The actual is over 92% of forecast.

COMPREHENSIVE MONTHLY FINANCIAL REPORT –October 2022

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 502,421	\$ 525,195	\$ 22,774
Nov	494,748		
Dec	541,646		
Jan	703,592		
Feb	546,713		
Mar	602,275		
Apr	596,937		
May	661,009		
Jun	900,177		
Jul	824,938		
Aug	824,553		
Sept	610,232		
Total	\$ 7,809,241	\$ 525,195	\$ 22,774
Cumulative Forecast	\$ 502,421		
Actual to Forecast	\$ 22,774	4.53%	



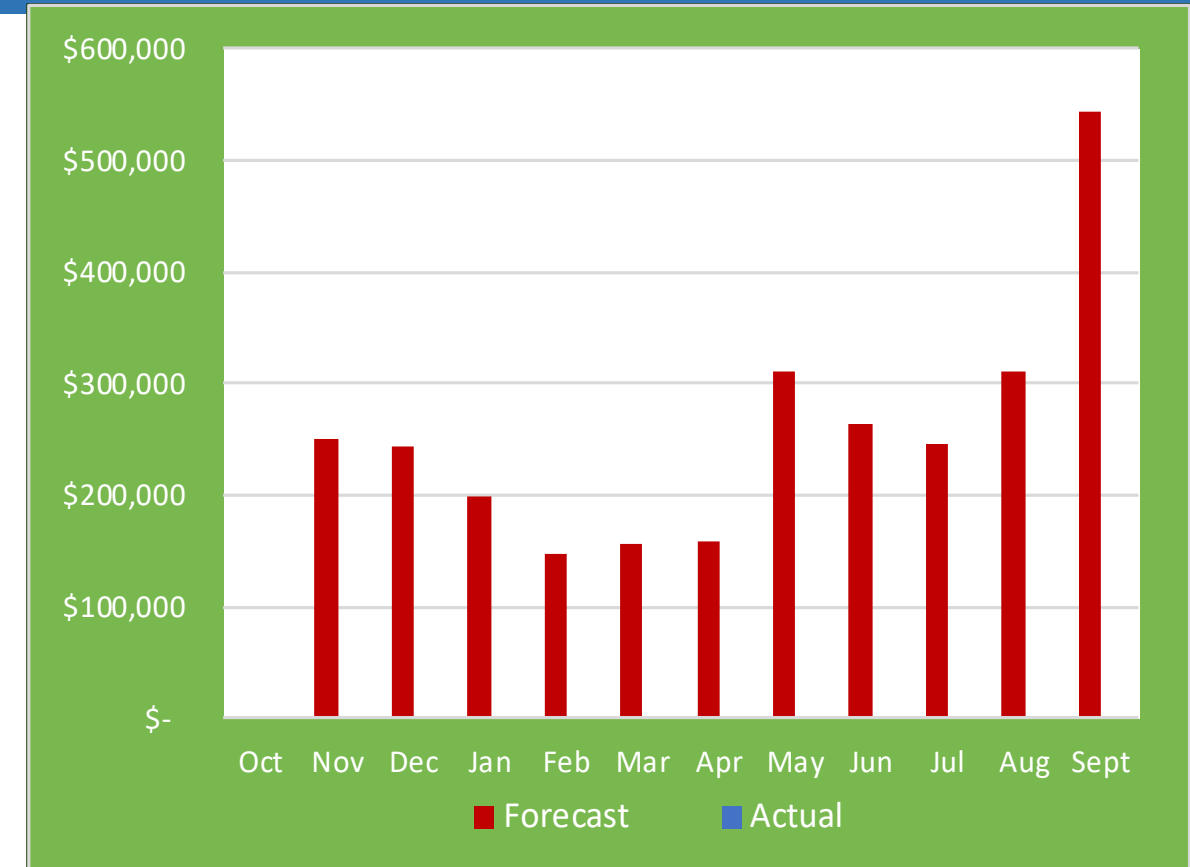
POSITIVE

The Electric utility revenue is 4.5% above forecasted revenue. There were 0 new meter set this month.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

<u>Month</u>	<u>FY2023 Forecast</u>	<u>FY2023 Actual</u>	<u>Monthly Variance</u>
Oct	\$ -	\$ -	\$ -
Nov	250,157		
Dec	242,550		
Jan	198,824		
Feb	148,190		
Mar	156,848		
Apr	159,209		
May	311,172		
Jun	262,639		
Jul	245,059		
Aug	310,732		
Sept	544,620		
Total	\$ 2,830,000	\$ -	\$ -
Cumulative Forecast	\$ -		
Actual to Forecast %	\$ -	#DIV/0!	



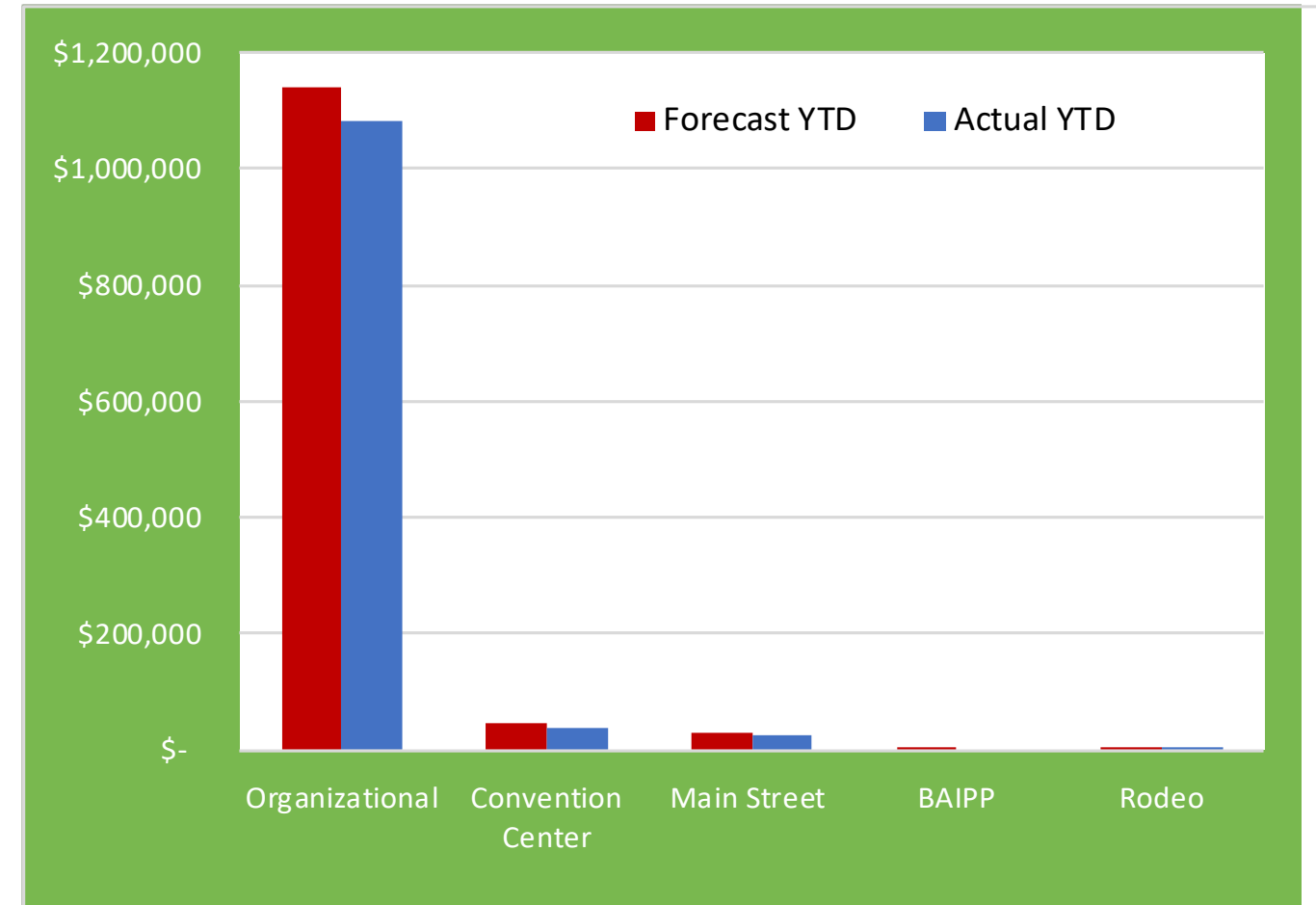
NEGATIVE

This report is based on a cash method. The revenue is received by the City the month after collection. The September forecast represents the true-up of receipts for August and September.

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

Division	FY2023 Forecast YTD	FY2023 Actual YTD	Variance
Organizational	\$ 1,140,224	\$ 1,082,249	\$ (57,975)
Convention Center	46,860	37,843	\$ (9,017)
Main Street	28,236	26,075	\$ (2,161)
BAIPP	4,583	-	\$ (4,583)
Rodeo	267	242	\$ (25)
Total	\$ 1,220,170	\$ 1,146,409	\$ (73,761)
Actual to Forecast		94.0%	



POSITIVE

This compares actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual at 94% of forecast.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – October 2022

FIRM	CASE	FY20-21	FY21-22	FY22-23
BUNDREN				
	Pine Forest Interlocal	\$ 944	\$ 8,948	\$ -
BOJORQUEZ				
	General Legal	\$ 166,756	\$ 275,339	\$ 24,298
	NEU Review	\$ 8,493	\$ -	\$ -
	Bastrop 552	\$ 2,810	\$ 6,571	\$ -
	Crouch Suit	\$ -	\$ 12,008	\$ -
	Cox Suit	\$ -	\$ 11,122	\$ -
	COVID-19	\$ 186	\$ -	\$ -
	Pine Forest Interlocal	\$ -	\$ 3,710	\$ 258
	Prosecutor (Municipal Court)	\$ 16,331	\$ 21,783	\$ -
	Water/WW	\$ 96,362	\$ 67,910	\$ 20,826
RUSSEL RODRIGUEZ HYDE				
	Hunter's Crossing PID	\$ 10,466	\$ 3,638	\$ -
MULTIPLE FIRMS				
	WWWW Contract reviews	\$ 1,425	\$ 17,836	\$ 875
	Crouch Suit	\$ -	\$ 11,898	\$ -
	Cox Suit	\$ -	\$ 11,994	\$ -
TAYLOR, OLSON, ADKINS, SRALLA & ELAM				
	71 Bastrop & MC Bastrop 71	\$ 7,333	\$ 18,967	\$ -
		\$ 311,106	\$ 471,716	\$ 46,255

SUMMARY OF CASE/TYPE

Row Labels	Sum of FY20-21	Sum of FY21-22	Sum of FY22-23
71 Bastrop & MC Bastrop 71	\$ 7,333	\$ 18,967	\$ -
Bastrop 552	\$ 2,810	\$ 6,571	\$ -
COVID-19	\$ 186	\$ -	\$ -
General Legal	\$ 166,756	\$ 275,339	\$ 24,298
Hunter's Crossing PID	\$ 10,466	\$ 3,638	\$ -
NEU Review	\$ 8,493	\$ -	\$ -
Pine Forest Interlocal	\$ 944	\$ 12,656	\$ 258
Prosecutor (Municipal Court)	\$ 16,331	\$ 21,783	\$ -
W/WW Contract reviews	\$ 1,425	\$ 17,836	\$ 875
Water/WW	\$ 96,362	\$ 67,910	\$ 20,826
Crouch Suit	\$ -	\$ 23,901	\$ -
Cox Suit	\$ -	\$ 23,116	\$ -
Grand Total	\$ 311,106	\$ 471,716	\$ 46,255



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending September 30, 2022.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

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

REVENUE

General Fund exceeded the forecast by 2%

- Sales tax is 7.6% above forecast and 13.8% over same period prior year
- Development fees were short budget by 3.7%
- Charges for Services – Recreation Fees 64% over budget

Impact Fee Fund is in negative status – the revenue projections were based on the timing of specific developments paying into this fund – these developments are behind the projected schedule causing the fund to be short of forecast.

All other funds are performing positive to forecast.

EXPENDITURES

General Fund – required a budget transfer between departments in compliance with the Financial Management Policy. The total transferred was \$20,700 to cover Finance credit card processing fees and City Council travel and training.

All other funds are positive to forecast amounts.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2022-73 on August 23, 2022.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending September 30, 2022

CITY OF BASTROP

Comprehensive Monthly Financial Report September 2022



Performance at a Glance as of September 30, 2022



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

BUDGET SUMMARY OF ALL FUNDS

	FY2022	FY2022	FY2022	Variance
	<u>Approved Budget</u>	<u>Forecast YTD</u>	<u>Actual YTD</u>	
<u>Revenues:</u>				
General	\$ 16,390,187	\$ 16,390,187	\$ 16,739,471	2.1%
Designated	66,908	66,908	82,344	23.1%
General Fund One-time	445,500	385,832	385,832	0.0%
Street Maintenance	3,000	3,000	5,220	74.0%
Debt Service	3,358,143	3,289,935	3,283,041	-0.2%
General Gov's Projects	482,000	220,376	220,795	0.2%
Water/Wastewater	6,958,580	6,958,580	7,770,042	11.7%
Water/Wastewater Debt	3,619,436	3,619,436	3,625,891	0.2%
Water/Wastewater Capital Proj	481,000	481,000	479,795	-0.3%
Impact Fees	4,505,950	3,942,706	2,502,827	-36.5%
Vehicle & Equipment Replacement	1,560,236	1,560,236	1,630,155	4.5%
Electric	6,877,639	6,877,639	8,142,807	18.4%
HOT Tax Fund	2,501,685	2,501,685	3,522,061	40.8%
Library Board	20,600	20,600	26,093	26.7%
Cemetery	108,200	108,200	121,467	12.3%
Capital Bond Projects	4,703,958	4,703,958	5,072,137	7.8%
Grant Fund	2,668,235	698,626	698,626	0.0%
Park/Trail Land Dedicaiton	1,365	1,365	1,477	8.2%
Hunter's Crossing PID	575,879	575,879	578,645	0.5%
Bastrop EDC	5,074,414	5,074,414	5,164,614	1.8%
TOTAL REVENUES	\$ 60,402,915	\$ 57,480,562	\$ 60,053,340	4.5%

POSITIVE
WARNING
NEGATIVE

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

BUDGET SUMMARY OF ALL FUNDS

	<u>FY2022</u> <u>Approved Budget</u>	<u>FY2022</u> <u>Forecast YTD</u>	<u>FY2022</u> <u>Actual YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 17,059,665	\$ 17,059,665	\$ 15,832,873	-7.2%
Designated	298,100	16,748	16,407	-2.0%
General Fund One-time	445,500	303,084	303,084	0.0%
Street Maintenance	655,000	655,000	552,238	-15.7%
Debt Service	3,494,221	3,494,221	3,040,304	-13.0%
General Gov't Projects	482,000	62,500	62,235	-0.4%
Water/Wastewater	7,666,249	7,666,249	7,374,659	-3.8%
Water/Wastewater Debt	3,992,281	3,992,281	3,131,838	-21.6%
Water/Wastewater Capital Proj.	352,500	352,500	285,168	-19.1%
Revenue Bond, Series 2020	9,157,563	5,123,412	5,123,412	0.0%
CO, Series 2021	35,720,000	13,666,483	13,666,483	0.0%
Impact Fees	3,449,819	632,500	632,502	0.0%
Vehicle & Equipment Replacement	1,252,930	1,252,930	697,515	-44.3%
Electric	7,568,783	7,568,783	7,201,679	-4.9%
HOT Tax Fund	3,008,057	3,008,057	2,755,530	-8.4%
Library Board	87,950	87,950	37,344	-57.5%
Cemetery	173,828	173,828	103,094	-40.7%
Hunter's Crossing PID	604,547	547,150	510,282	-6.7%
CO, Series 2013	299,450	164,000	130,760	-20.3%
CO, Series 2018	655,500	74,000	74,007	0.0%
Limited Tax Note, Series 2020	424,043	193,514	193,749	0.1%
CO, Series 2022	3,676,250	93,665	76,249	-18.6%
Grant Fund	2,668,235	924,032	721,206	-22.0%
Bastrop EDC	6,011,878	6,011,878	3,476,563	-42.2%
TOTAL EXPENSES	\$ 109,204,349	\$ 73,124,430	\$ 65,999,181	-9.7%

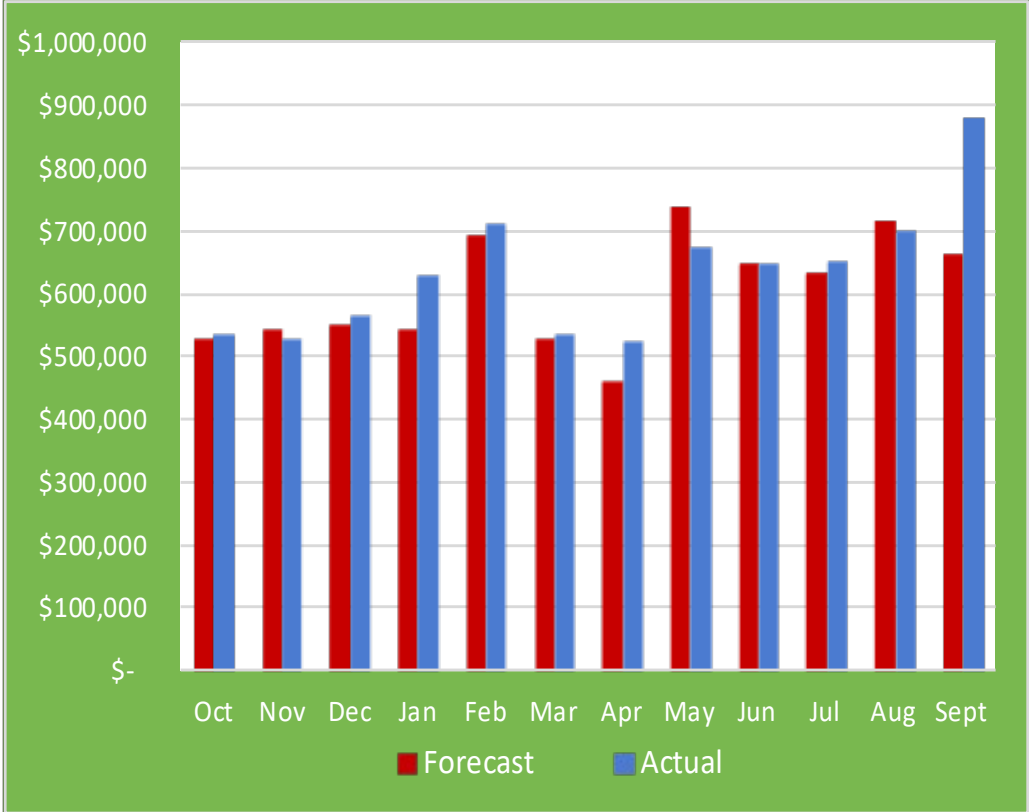
POSITIVE

= Negative variance or positive variance < 1% compared to forecast

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	\$ 525,083	\$ 533,267	\$ 8,184
Nov	539,768	525,903	\$ (13,865)
Dec	547,970	564,058	\$ 16,088
Jan	541,011	625,837	\$ 84,826
Feb	689,607	708,736	\$ 19,129
Mar	525,067	532,549	\$ 7,482
Apr	457,176	520,238	\$ 63,062
May	735,237	669,214	\$ (66,023)
Jun	645,967	645,169	\$ (798)
Jul	628,399	647,751	\$ 19,352
Aug	711,157	698,671	\$ (12,486)
Sept	661,204	877,963	\$ 216,759
Total	\$ 7,207,646	\$ 7,549,356	\$ 341,710
Cumulative Forecast	\$ 7,207,646		
Actual to Forecast	\$ 341,710		4.7%

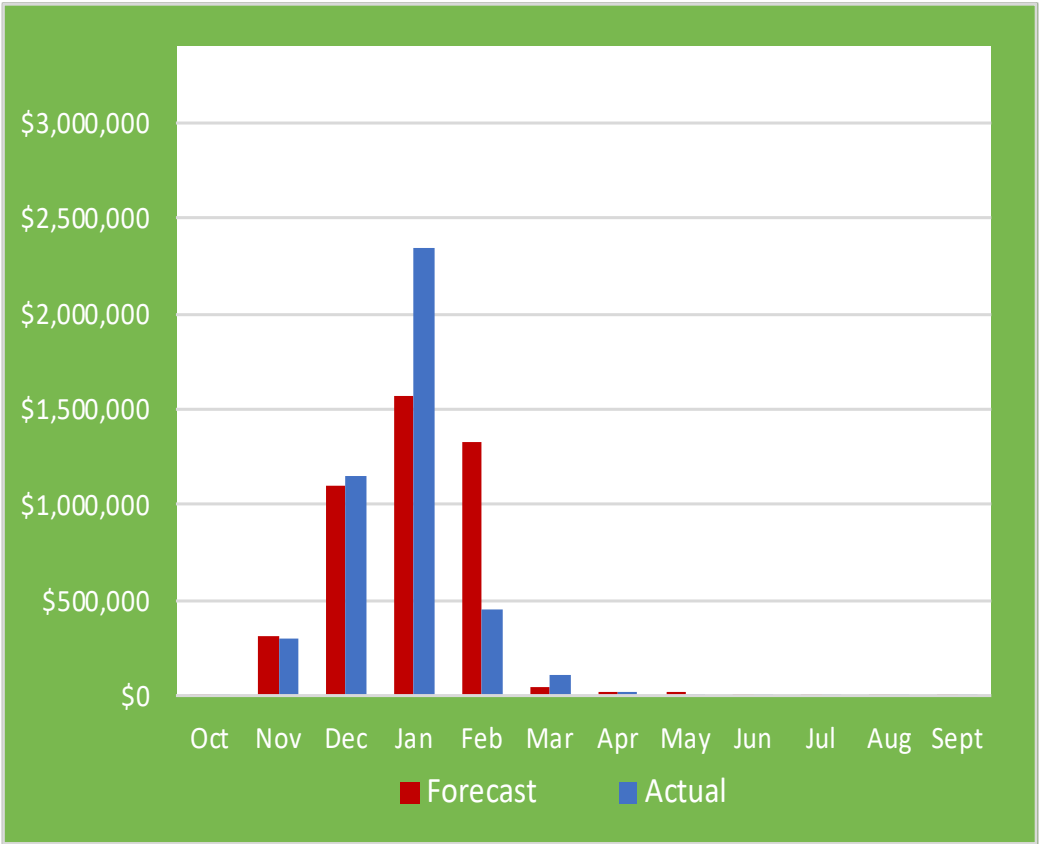


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The forecast has been updated with the budget amendment. The actual is 4.7% greater than forecasted and 13.8% over the same period last year.

PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2022 Forecast</u>	<u>FY2022 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 150	\$ 182	\$ 32
Nov	309,543	300,690	\$ (8,853)
Dec	1,105,509	1,147,364	\$ 41,855
Jan	1,565,401	2,340,230	\$ 774,829
Feb	1,326,611	453,211	\$ (873,400)
Mar	44,220	115,780	\$ 71,560
Apr	17,688	22,037	\$ 4,349
May	17,688	9,855	\$ (7,833)
Jun	8,844	12,754	\$ 3,910
Jul	8,844	9,173	\$ 329
Aug	8,844	8,923	\$ 79
Sept	8,694	1,274	\$ (7,420)
Total	\$ 4,422,036	\$ 4,421,473	\$ (563)
Cumulative Forecast	\$ 4,422,036		
Actual to Forecast	\$ (563)	-0.01%	

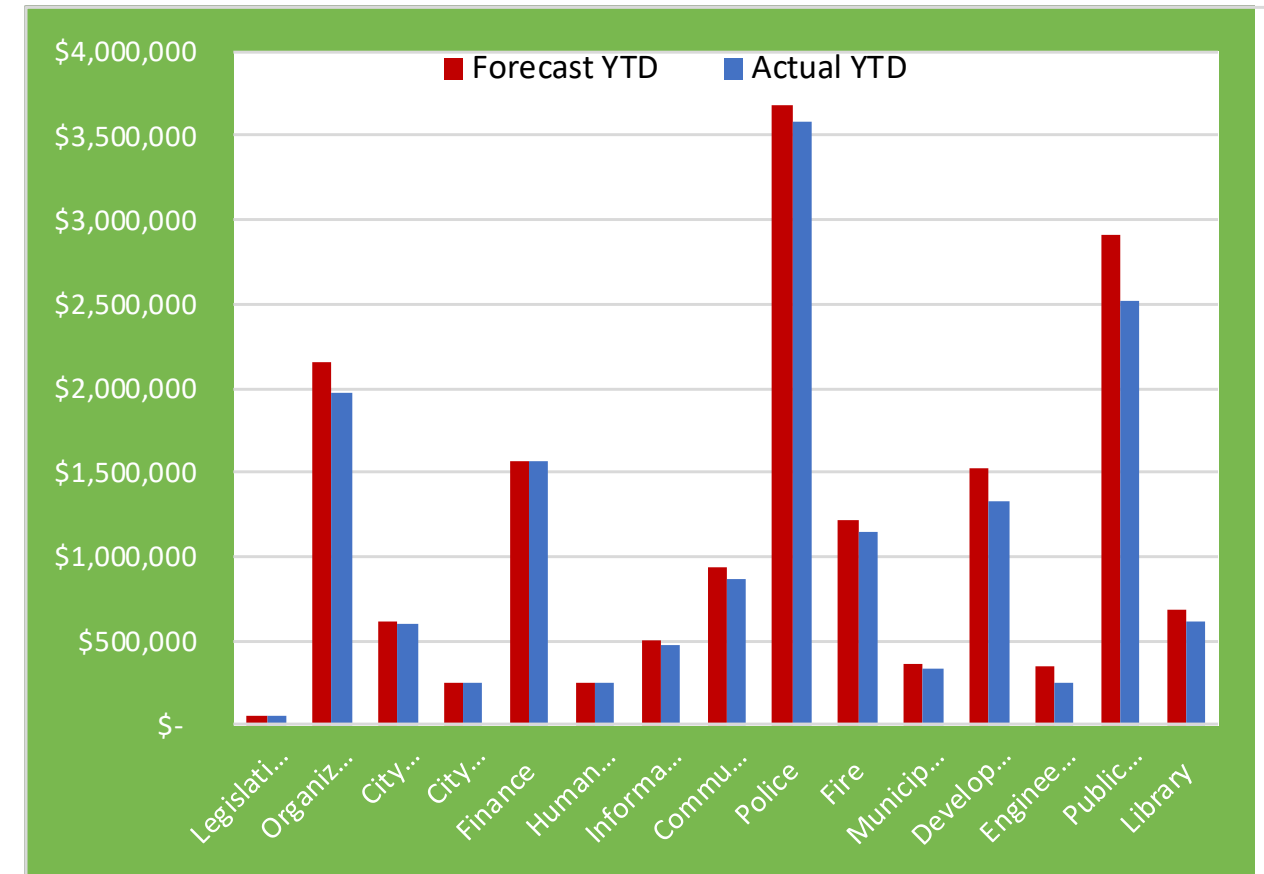


POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The forecast has been updated based on actual payment patterns this fiscal year. The Actual is just slightly under forecast.

GENERAL FUND EXPENDITURES BY DEPT.

<u>Division</u>	<u>FY2022 Forecast YTD</u>	<u>FY2022 Actual YTD</u>	<u>Variance</u>
Legislative	\$ 53,000	\$ 52,964	\$ (36)
Organizational	2,148,894	1,975,702	\$ (173,192)
City Manager	608,388	607,310	\$ (1,078)
City Secretary	254,752	253,037	\$ (1,715)
Finance	1,573,784	1,573,584	\$ (200)
Human Resources	255,282	254,811	\$ (471)
Information Technology	506,146	468,552	\$ (37,594)
Community Engagemen	936,695	869,025	\$ (67,670)
Police	3,688,528	3,578,590	\$ (109,938)
Fire	1,216,226	1,151,153	\$ (65,073)
Municipal Court	361,817	340,097	\$ (21,720)
Development Services	1,518,664	1,327,104	\$ (191,560)
Engineering	349,722	244,043	\$ (105,679)
Public Works	2,906,167	2,523,424	\$ (382,743)
Library	681,600	613,479	\$ (68,121)
Total	\$ 17,059,665	\$ 15,832,875	\$ (1,226,790)



Actual to Forecast

92.8%

POSITIVE

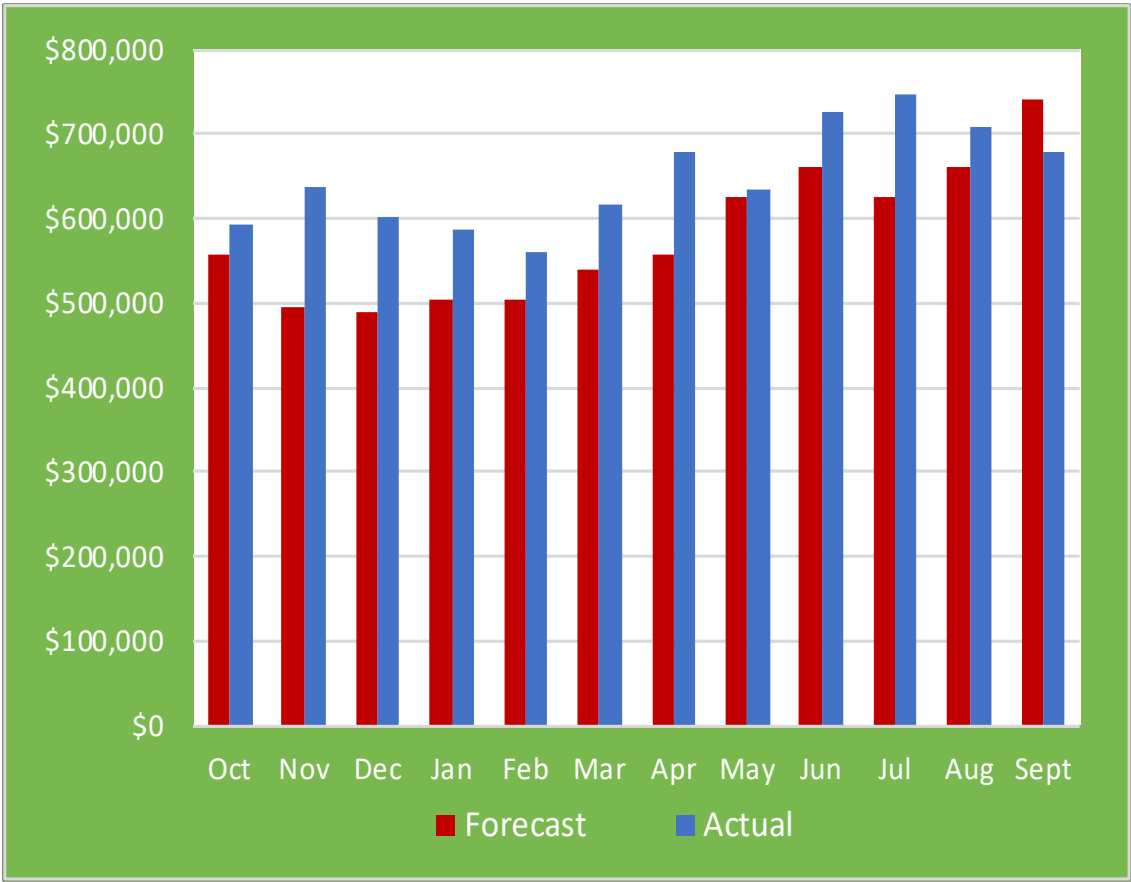
This page in the financial report looks at forecast to actual by department within the General Fund. YTD the actual is almost 93% of forecast. A budget transfer was processed to cover overages in Legislative by \$6,700 and Finance by \$14,000. The Legislative overage was in Travel and Training and Professional Services. The Finance overage was in Credit Card Processing fees.

COMPREHENSIVE MONTHLY FINANCIAL REPORT – September 2022

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	\$ 556,791	\$ 592,481	\$ 35,690
Nov	494,957	637,628	\$ 142,671
Dec	487,757	602,279	\$ 114,522
Jan	505,193	587,955	\$ 82,762
Feb	504,957	560,158	\$ 55,201
Mar	539,355	615,764	\$ 76,409
Apr	556,791	678,766	\$ 121,975
May	626,062	635,018	\$ 8,956
Jun	660,698	727,528	\$ 66,830
Jul	625,826	746,085	\$ 120,259
Aug	660,461	708,884	\$ 48,423
Sept	739,732	677,497	\$ (62,235)
Total	\$ 6,958,580	\$ 7,770,043	\$ 811,463
Cumulative Forecast	\$ 6,958,580		
Actual to Forecast	\$ 811,463	11.66%	



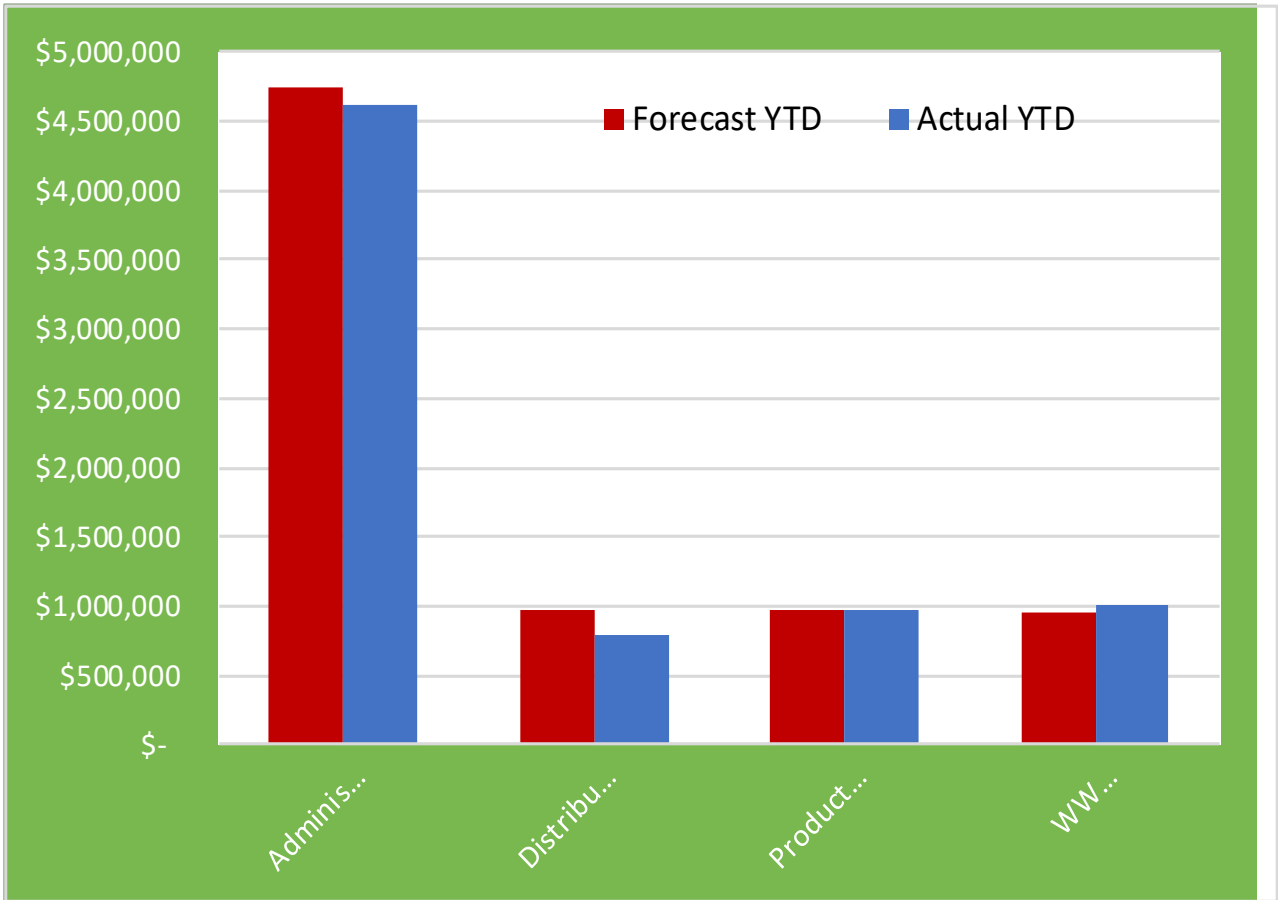
POSITIVE

The water and wastewater actual revenue is higher than forecast by 11.7%. There were 26 new meters set this month all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2022 Forecast YTD</u>	<u>FY2022 Actual YTD</u>	<u>Variance</u>
Administration	\$ 4,751,124	\$ 4,614,053	\$ (137,071)
Distribution/Collection	975,212	791,786	\$ (183,426)
Production/Treatment	979,772	967,489	\$ (12,283)
WW Treatment Plant	<u>960,141</u>	<u>1,001,331</u>	<u>\$ 41,190</u>
Total	<u>\$ 7,666,249</u>	<u>\$ 7,374,659</u>	<u>\$ (291,590)</u>
Actual to Forecast		96.2%	



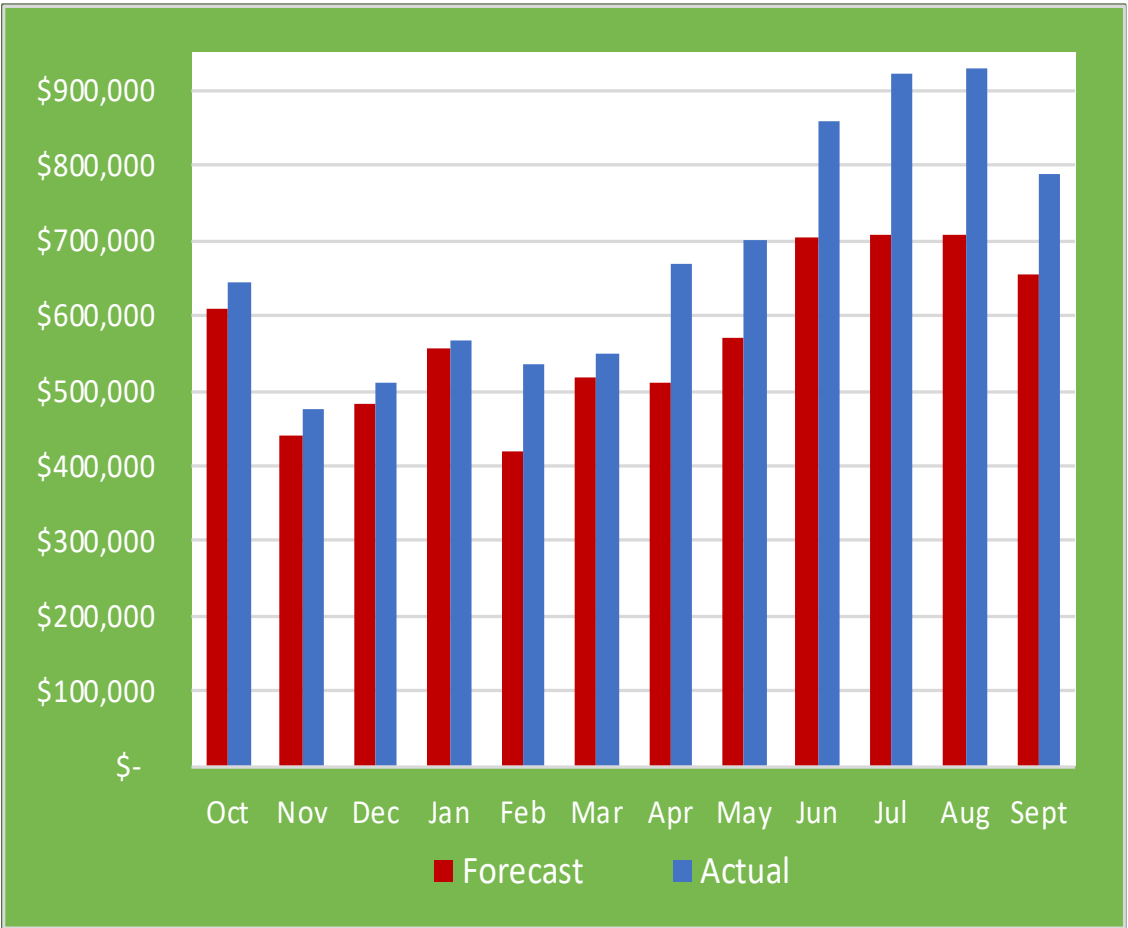
POSITIVE

This page tracks the actual to forecast by divisions within the Water/Wastewater department. The actual is 96.2% of forecast. Most of the variance is related to salary savings.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2022 Forecast</u>	<u>FY2022 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 609,386	\$ 643,338	\$ 33,952
Nov	441,560	475,082	\$ 33,522
Dec	481,473	510,608	\$ 29,135
Jan	554,648	567,579	\$ 12,931
Feb	418,436	534,178	\$ 115,742
Mar	516,256	549,722	\$ 33,466
Apr	509,604	667,544	\$ 157,940
May	569,473	699,457	\$ 129,984
Jun	702,515	857,304	\$ 154,789
Jul	709,167	920,771	\$ 211,604
Aug	709,167	930,483	\$ 221,316
Sept	655,954	786,741	\$ 130,787
Total	\$ 6,877,639	\$ 8,142,807	\$ 1,265,168
Cumulative Forecast	\$ 6,877,639		
Actual to Forecast	\$ 1,265,168	18.40%	



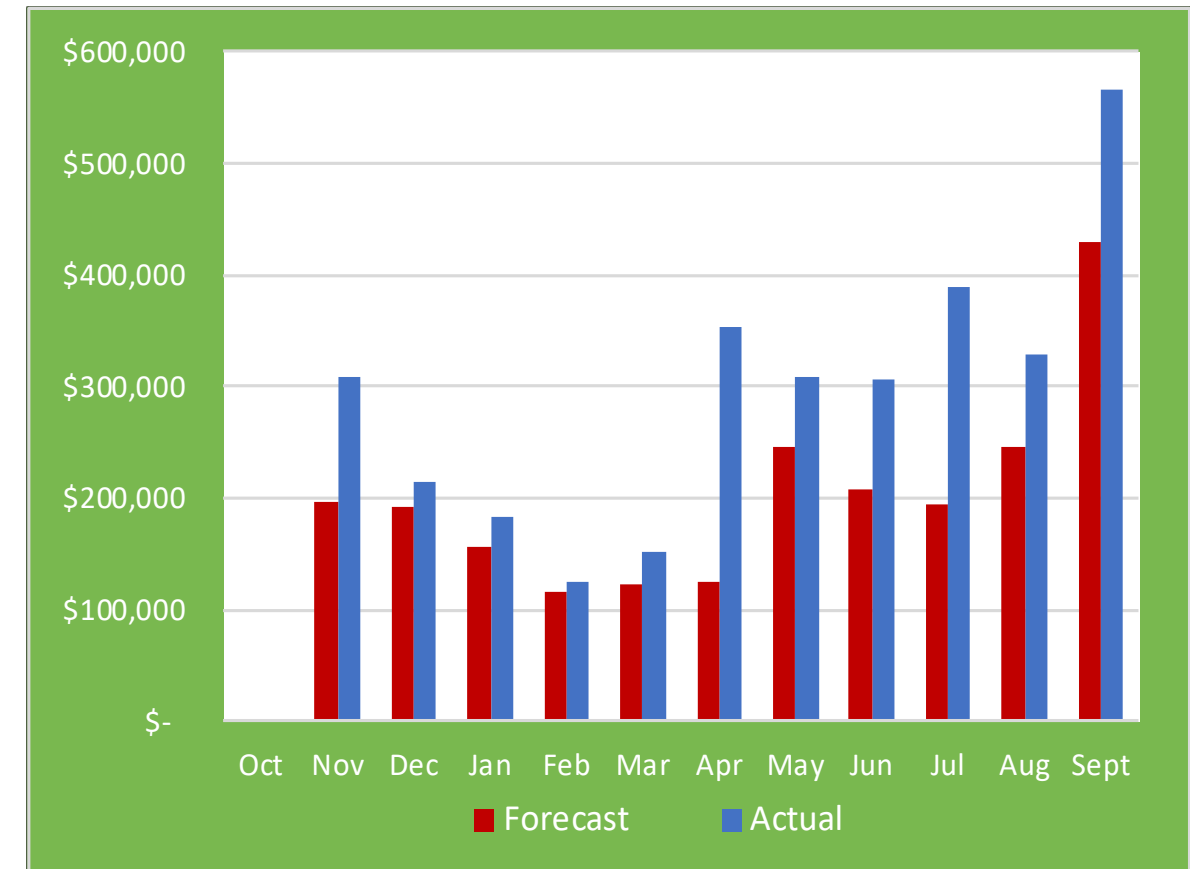
POSITIVE

The Electric utility revenue is over 18% above forecasted revenue. The LCRA rate increase went into effect July 1st accounting for some of the increase. There was 1 new residential meter set this month.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	\$ -	\$ -	\$ -
Nov	197,220	308,282	\$ 111,062
Dec	191,223	213,812	\$ 22,589
Jan	156,750	182,958	\$ 26,208
Feb	116,831	125,532	\$ 8,701
Mar	123,656	151,620	\$ 27,964
Apr	125,518	352,429	\$ 226,911
May	245,323	307,883	\$ 62,560
Jun	207,061	306,859	\$ 99,798
Jul	193,201	388,812	\$ 195,611
Aug	244,977	327,850	\$ 82,873
Sept	429,368	567,098	\$ 137,730
Total	\$ 2,231,128	\$ 3,233,135	\$ 1,002,007
Cumulative Forecast	\$ 2,231,128		
Actual to Forecast %	\$ 1,002,007	44.9%	



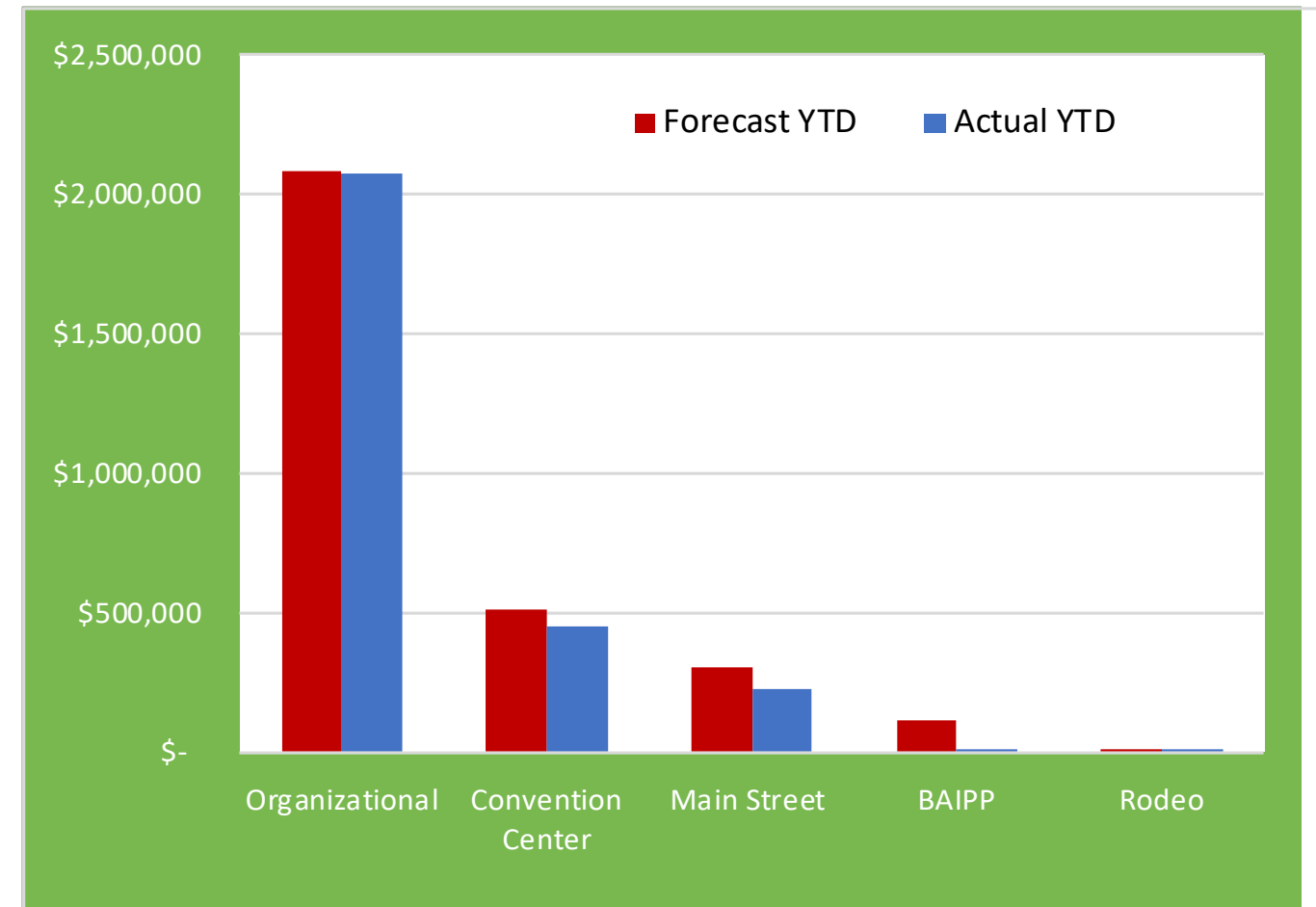
POSITIVE

This page has been updated to reflect cash method and remove accrual method to better reflect the funds true collections. The forecast has been updated to reflect the budget amendment. So far YTD we are 45% positive actual to forecast. ***The Hotel Tax revenue YTD is \$1,203,158 more than same time last year.***

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2022 Forecast YTD</u>	<u>FY2022 Actual YTD</u>	<u>Variance</u>
Organizational	\$ 2,081,792	\$ 2,071,562	\$ (10,230)
Convention Center	508,648	447,994	\$ (60,654)
Main Street	306,067	228,290	\$ (77,777)
BAIPP	108,650	3,143	\$ (105,507)
Rodeo	<u>2,900</u>	<u>4,540</u>	<u>\$ 1,640</u>
Total	<u>\$ 3,008,057</u>	<u>\$ 2,755,529</u>	<u>\$ (252,528)</u>
Actual to Forecast		91.6%	



POSITIVE

This report shows the actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual is almost 92% of forecast. The Rodeo Department is over forecast due to utility costs.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT - September 2022

FIRM	CASE	FY19-20	FY20-21	FY21-22
BUNDREN				
	Pine Forest Interlocal	\$ 1,298	\$ 944	\$ 8,946
BOJORQUEZ				
	General Legal	\$ 185,102	\$ 166,756	\$ 275,339
	NEU Review	\$ -	\$ 8,493	\$ -
	Bastrop 552	\$ -	\$ 2,810	\$ 6,571
	Crouch Suit	\$ -	\$ -	\$ 12,006
	Cox Suit	\$ -	\$ -	\$ 11,122
	COVID-19	\$ 8,687	\$ 186	\$ -
	Pine Forest Interlocal	\$ 1,275	\$ -	\$ 3,710
	Prosecutor (Municipal Court)	\$ 15,526	\$ 16,331	\$ 21,783
	Water/WW	\$ 57,168	\$ 96,362	\$ 67,910
RUSSEL RODRIGUEZ HYDE				
	Hunter's Crossing PID	\$ 7,378	\$ 10,466	\$ 3,638
MULTIPLE FIRMS				
	XS Ranch Water Rights	\$ 4,888	\$ -	\$ -
	Hunter's Crossing PID	\$ 10,391	\$ -	\$ -
	W/WW Contract reviews	\$ -	\$ 1,425	\$ 17,836
	Crouch Suit	\$ -	\$ -	\$ 11,896
	Cox Suit	\$ -	\$ -	\$ 11,994
TAYLOR, OLSON, ADKIN S, SRALLA & ELAM				
	71 Bastrop & MC Bastrop 71	\$ -	\$ 7,333	\$ 18,967
	Red Light Camera Suit	\$ 64	\$ -	\$ -
		\$ 291,777	\$ 311,106	\$ 471,716

SUMMARY OF CASE/TYPE

Row Labels	Sum of FY19-20	Sum of FY20-21	Sum of FY21-22
71 Bastrop & MC Bastrop 71	\$ -	\$ 7,333	\$ 18,967
Bastrop 552	\$ -	\$ 2,810	\$ 6,571
COVID-19	\$ 8,687	\$ 186	\$ -
General Legal	\$ 185,102	\$ 166,756	\$ 275,339
Hunter's Crossing PID	\$ 17,769	\$ 10,466	\$ 3,638
NEU Review	\$ -	\$ 8,493	\$ -
Pine Forest Interlocal	\$ 2,573	\$ 944	\$ 12,656
Prosecutor (Municipal Court)	\$ 15,526	\$ 16,331	\$ 21,783
Red Light Camera Suit	\$ 64	\$ -	\$ -
W/WW Contract reviews	\$ -	\$ 1,425	\$ 17,836
Water/WW	\$ 57,168	\$ 96,362	\$ 67,910
XS Ranch Water Rights	\$ 4,888	\$ -	\$ -
Crouch Suit	\$ -	\$ -	\$ 23,901
Cox Suit	\$ -	\$ -	\$ 23,116
Grand Total	\$ 291,777	\$ 311,106	\$ 471,716



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Consider action to approve City Council minutes from the November 8, 2022, Regular meeting and December 5, 2022, Special meeting.

AGENDA ITEM SUBMITTED BY:

Submitted by: Ann Franklin, City Secretary

RECOMMENDATION:

Ann Franklin, City Secretary recommends approval of City Council minutes from the November 8, 2022, Regular meeting and December 5, 2022, Special meeting.

ATTACHMENTS:

1. November 8, 2022, DRAFT Regular Meeting Minutes.
2. December 5, 2022, DRAFT Special Meeting Minutes.



NOVEMBER 8, 2022

The Bastrop City Council met in a regular meeting on Tuesday, November 8, 2022, at 5:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch, and Kirkland. Officers present were City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

Mayor Schroeder called the meeting to order at 5:00 p.m. with a quorum present.

EXECUTIVE SESSION

The City Council met at 5:01 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding the law as it applies to sign regulations for Digital Billboards (i.e., Off-Premises Electronic Message Centers with LED Lights).
Submitted by: Sylvia Carrillo, City Manager
- 2B. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel and discuss potential acquisition of real estate relating to the Simsboro Aquifer Water Treatment Plant, Well Field and Transmission Facilities project, and other real property.
Submitted by: Sylvia Carrillo, City Manager
- 2C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Personnel matters involving the Texas Municipal Retirement System.
Submitted by: Sylvia Carrillo, City Manager

Mayor Schroeder recessed the Executive Session at 6:22 p.m.

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

No action taken.

CALL TO ORDER – REGULAR SESSION

Mayor Schroeder called the Regular Council Meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

Isaiah Villegas and Emmaly Ledezma, Emile Elementary, led the pledges.

INVOCATION

Bob Long, Bastrop Police Chaplain, gave the invocation.

OATH OF OFFICE

- 7A. Swearing in of **Ben Whitehead as an Attorney and Counselor at Law.**
Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District
423

PRESENTATIONS

- 8A. Mayor's Report
- 8B. Council Members' Report
- 8C. City Manager's Report
- 8D. A proclamation of the City Council of the City of Bastrop, Texas and the Bastrop
County Commissioners Court recognizing November 11, 2022, as Veterans Day.
Submitted by: Ann Franklin, City Secretary
Proclamation was read into record by Mayor Connie Schroeder.

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

- 10A. Receive presentation on the FY 2022 Fourth Quarterly Report.
Submitted by: Rebecca Gleason, Assistant City Manager
Presentation was given by Rebecca Gleason, Assistant City Manager.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 13G. Consider action to approve Resolution No. R-2022-111 of the City Council of the City
of Bastrop, Texas awarding a community support service agreement for operating,
marketing, and staffing a historical museum and visitor center and providing visitor
center services to the Bastrop County Historical Society, at a cost of Two Hundred
and Fifty-One Thousand and Three Hundred Ninety-Seven and 00/100 dollars
(\$251,397.00) attached as Exhibit A; authorizing the City Manager to execute all
necessary documents for the contract; providing for a repealing clause; and
establishing an effective date.
Submitted by: Candice Butts, Main Street Manager
Presentation was made by Rebecca Gleason, Assistant City Manager.

**A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2022-
111, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

- 13H. Consider action to approve Resolution No. R-2022-112 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing, and providing of cultural art, to the Lost Pines Art Center, at a cost of One Hundred Twenty-Nine Thousand and Six Hundred and Sixty and 00/100 dollars (\$129,660.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

Submitted by: Candice Butts, Main Street Manager

Presentation was made by Rebecca Gleason, Assistant City Manager.

A motion was made by Council Member Plunkett to approve Resolution No. R-2022-112, seconded by Council Member Kirkland, motion was approved on a 5-0 vote.

- 13I. Consider action to approve Resolution No. R-2022-113 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing, and providing of cultural art and theater services, to the Bastrop Opera House, at a cost of One Hundred and Forty-Seven Thousand and Eight Hundred Eighteen 00/100 Dollars (\$147,818.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

Submitted by: Candice Butts, Main Street Manager

Presentation was made by Rebecca Gleason, Assistant City Manager.

A motion was made by Council Member Lee to approve Resolution No. R-2022-113, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

STAFF AND BOARD REPORTS CONTINUED

- 10B. Receive presentation on development opportunities in Block 9 of Fairview Cemetery.

Submitted by: Tracy Waldron, Chief Financial Officer

Presentation was given by Tracy Waldron, Chief Financial Officer.

CITIZEN COMMENTS

SPEAKER(S)

Susan Smith

1408 E Chestnut St.

Bastrop, TX 78602

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 13D. Consider action to approve Resolution No. R-2022-109 of the City Council of the City of Bastrop, Texas, approving a contract with Electric Cab North America to provide transportation services in the amount not to exceed one hundred and seventeen thousand, nine hundred and ten dollars (\$117,910); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Rebecca Gleason, Assistant City Manager

Presentation was made by Rebecca Gleason, Assistant City Manager.

A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2022-109, seconded by Council Member Lee, motion was approved on a 5-0 vote.

APPROVAL OF THE MINUTES

- 12A. Consider action to approve City Council amended minutes from the October 3, 2022, Special meeting; and minutes from the October 25, 2022, Regular meeting.
Submitted by: Ann Franklin, City Secretary
Amended minutes from the October 3, 2022, special meeting was pulled from the agenda. The minutes were approved at the October 25, 2022, Council meeting.

A motion was made by Council Member Lee to approve minutes from the October 25, 2022, regular meeting, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 13A. Consider action to approve Resolution No. R-2022-107 of the City Council of the City of Bastrop, approving the 2022 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date.
Submitted by: Tracy Waldron, Chief Financial Officer
Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Council Member Plunkett to approve Resolution No. R-2022-107, seconded by Council Member Kirkland, motion was approved on a 5-0 vote.

- 13B. Consider action to approve the first reading of Ordinance No. 2022-27 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 to address project carryover, fleet orders not received by the end of FY 2022, and personnel reorganization 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; establishing an effective date, and move to include on the December 13, 2022, City Council agenda for a second reading.
Submitted by: Tracy Waldron, Chief Financial Officer
Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Mayor Pro Tem Rogers to approve the first reading of Ordinance No. 2022-27, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 13C. Consider action to approve Resolution No. R-2022-108 of the City Council of the City of Bastrop, Texas to award a Grant Administrative Service contract to GrantWorks, Inc. for the preparation of the City's 2022-2023 Texas Community Block Grant (TXCDBG) application and subsequent administrative services, if funded, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.
Submitted by: Tracy Waldron, Chief Financial Officer
Presentation was made by Tracy Waldron, Chief Financial Officer.

A motion was made by Council Member Kirkland to approve Resolution No. R-2022-108, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

13E. Consider action to approve Resolution N0. R-2022-110 of the City Council of the City of Bastrop, authorizing the City Manager to enter into an agreement with Kimley Horn Engineering to perform quiet zone corridor planning, for the amount of sixty-nine thousand eight hundred dollars and zero cents (\$69,800.00) as shown in Exhibit A, including a severability clause; and establishing an effective date.

Submitted by: Trey Job, Assistant City Manager

Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Mayor Pro Tem Rogers to approve Resolution No. R-2022-110, seconded by Council Member Kirkland, motion was approved on a 5-0 vote.

13F. Consider action to approve the extension of a Letter of Intent between the City of Bastrop and Sunway Hospitality to establish a partnership toward the development of a 130-150 room hotel, update to the City of Bastrop Convention & Exhibit Center façade, development of associated kitchen facilities, and supportive retail.

Submitted by: Rebecca Gleason, Assistant City Manager

Presentation was made by Rebecca Gleason, Assistant City Manager.

A motion was made by Council Member Kirkland to approve the extension of a Letter of Intent between the City of Bastrop and Sunway Hospitality for 150 days, seconded by Mayor Pro Tem Rogers, motion was approved on a 5-0 vote.

Adjourned at 8:40 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie Schroeder

City Secretary Ann Franklin

The Minutes were approved on December 13, 2022, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.

MINUTES OF SPECIAL BOARD & COMMISSION INTERVIEWS

DECEMBER 5, 2022

The Bastrop City Council met on Monday, December 5, 2022 at 1:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder and Mayor Pro Tem Rogers and Council Members Lee, Plunkett, Crouch and Kirkland. Officer present: City Secretary, Ann Franklin.

CALL TO ORDER

Mayor Schroeder called the meeting to order at 1:00 p.m. with a quorum present.

CITIZEN COMMENT – NONE

ITEMS FOR INDIVIDIAUL CONSIDERATION

- 3A. Consider action to approve Resolution No. R-2022-118 of the City Council of the City of Bastrop, Texas approving the closure of Chestnut Street for the Lost Pines Christmas parade; providing for a repealing clause; and providing for an effective date. Submitted by: Trey Job, Assistant City Manager
Presentation was made by Trey Job, Assistant City Manager.

A motion was made by Council Member Kirkland to approve Resolution No. R-2022-118, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

ADJOURNMENT

Adjourned at 1:08 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie Schroeder

City Secretary Ann Franklin

The Minutes were approved on December 13, 2022, by Council Member **Kirkland's motion, Council Member **Plunkett's** second. The motion was approved on a 5-0 vote.**



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Consider action to approve Resolution No. R-2022-119 of the City Council of the City of Bastrop, Texas approving the 2023 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Council dates are set at the beginning of each calendar year and brought before Council for approval.

RECOMMENDATIONS:

Ann Franklin, City Secretary recommends approval of Resolution No. R-2022-119 of the City Council of the City of Bastrop, Texas approving the 2023 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A - 2023 Council Meeting Schedule

RESOLUTION NO. R-2022-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE 2023 COUNCIL MEETING SCHEDULE, ATTACHED AS EXHIBIT A; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop, Texas City Council meetings are held on the second and fourth Tuesdays of each month in the Council Chambers of City Hall, 1311 Chestnut Street, Bastrop, Texas in accordance with City of Bastrop Code of Ordinances, Section 1.03.061; and

WHEREAS, Section 3.12 of the City of Bastrop’s Home-Rule Charter states the Council shall meet regularly and at least once each month; and

WHEREAS, the regular meetings will begin at 6:30 PM.

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

Section 1: The City Secretary is hereby directed to post the list of dates of the City of Bastrop Council Meetings to be held during the year 2023, as attached in Exhibit A.

Section 2: 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 13th Day of December 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

COUNCIL REGULAR MEETINGS - 2023

MEETING	MEETING DATE	TIME	LOCATION	AGENDA ITEM DEADLINE 5:00PM
Regular Council Meeting	January 10	6:30 PM	Council Chambers 1311 Chestnut	December 29
Regular Council Meeting	January 24	6:30 PM	Council Chambers 1311 Chestnut	January 12
Regular Council Meeting	February 14	6:30 PM	Council Chambers 1311 Chestnut	February 2
Regular Council Meeting	February 28	6:30 PM	Council Chambers 1311 Chestnut	February 16
Regular Council Meeting	March 14	6:30 PM	Council Chambers 1311 Chestnut	March 1 st *
Regular Council Meeting	March 28	6:30 PM	Council Chambers 1311 Chestnut	March 16
Regular Council Meeting	April 11	6:30 PM	Council Chambers 1311 Chestnut	March 30
Regular Council Meeting	April 25	6:30 PM	Council Chambers 1311 Chestnut	April 13
Regular Council Meeting	May 9	6:30 PM	Council Chambers 1311 Chestnut	April 27
Regular Council Meeting	May 23	6:30 PM	Council Chambers 1311 Chestnut	May 11
Regular Council Meeting	June 13	6:30 PM	Council Chambers 1311 Chestnut	June 1
Regular Council Meeting	June 27	6:30 PM	Council Chambers 1311 Chestnut	June 15
Regular Council Meeting	July 11	6:30 PM	Council Chambers 1311 Chestnut	June 29
Regular Council Meeting	July 25	6:30 PM	Council Chambers 1311 Chestnut	July 13
Regular Council Meeting	August 8	6:30 PM	Council Chambers 1311 Chestnut	July 27
Regular Council Meeting	August 22	6:30 PM	Council Chambers 1311 Chestnut	August 10
Regular Council Meeting	September 12	6:30 PM	Council Chambers 1311 Chestnut	August 31
Regular Council Meeting	September 19** This takes the place of September 26th	6:30 PM	Council Chambers 1311 Chestnut	September 7
Regular Council Meeting	October 10	6:30 PM	Council Chambers 1311 Chestnut	September 28
Regular Council Meeting	October 24	6:30 PM	Council Chambers 1311 Chestnut	October 12
Regular Council Meeting	November 14	6:30 PM	Council Chambers 1311 Chestnut	November 2
MEETING CANCELED DUE TO THANKSGIVING HOLIDAY	November 28**			
Regular Council Meeting	December 12	6:30 PM	Council Chambers 1311 Chestnut	November 30
MEETING CANCELED DUE TO CHRISTMAS HOLIDAY	December 26**			

*March 1st – March 2nd is a City Holiday

**September 19 – Tax rate second reading must be within 7 days of first reading.

**November 28th - November 26th Thanksgiving Week

**December 26th -December 26th Christmas Holiday Observed



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Consider action to approve Resolution No. R-2022-115 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Mary Butler to Place 3 of the Housing Authority, as required in Section 3.08 of the City's Charter, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2022-115 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Mary Butler to Place 3 of the Housing Authority, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2022-115

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CONFIRMING APPOINTMENT BY THE MAYOR OF MARY BUTLER TO PLACE 3 OF THE HOUSING AUTHORITY, AS REQUIRED IN SECTION 3.08 OF THE CITY’S CHARTER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

WHEREAS, Mayor Connie Schroeder has appointed Mary Butler to Place 3 of the Housing Authority; and

WHEREAS, City Council must confirm this appointment as required by the City Charter.

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

Section 1: That Mayor Connie Schroeder has appointed Mary Butler to Place 3 of the Housing Authority.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder’s appointment of Mary Butler to Place 3 of the Housing Authority.

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 13th day of December 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Consider action to approve Resolution No. R-2022-116 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 4, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, Director of Planning & Development

BACKGROUND/HISTORY:

The Public Improvement Plan Agreement was developed as part of the City of Bastrop's Development Manual. This standardized agreement is a tool that can be used by staff. It allows a developer to establish the infrastructure costs, inspections fees and begin construction of public street and utility infrastructure. The agreement also establishes the process to record the final plat with a fiscal guaranty for the approved section of the subdivision prior to the completion of all public improvements. The cost estimates and scope of work included in the Agreement were approved with the Public Improvement Plans approved by the City Engineer.

POLICY EXPLANATION:

Texas Local Government Code 212.010 Standards for Approval of Plat requires that a new subdivision should extend roads and utilities in conformance to the city requirements and bonds be submitted in accordance with the municipal policy for the approval of subdivision plats.

Section 1.4.003 Public improvement Plan Agreement (PIPA) establishes the requirements for approval of the PIPA.

FUNDING SOURCE:

N/A

RECOMMENDATION:

The Director of Planning recommends City Council consider action to approve Resolution No. R-2022-116 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1D Section 4, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2022-116
- Exhibit A – The Colony MUD 1D Section 4 Public Improvement Plan Agreement
- Attachment 1 – Location Map
- Attachment 2 – The Colony

RESOLUTION NO. R-2022-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH HUNT COMMUNITIES BASTROP, LLC FOR THE COLONY MUD 1D, SECTION 4, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has adopted the Bastrop Building Block (B³) Code and related codes that provide a process for the standards and construction of public improvements that support the development created during the subdivision process; and

WHEREAS, the Development Manual includes the requirement for a developer to provide a Public Improvement Plan Agreement to ensure the installation of the public improvements; and

WHEREAS, the “Developer” known as Hunt Communities Bastrop, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of a single-family subdivision; and

WHEREAS, The City Council also understands the importance of the required public improvements and the value they bring in regard to the public safety of neighborhoods.

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

Section 1: That the City Manager will execute the Public Improvement Plan Agreement attached as Exhibit A.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of December, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement

THE COLONY MUD 1D, SECTION 4

The State of Texas

County of Bastrop

WHEREAS, HUNT COMMUNITIES, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in THE COLONY MUD 1D, SECTION 4, a development in the City of Bastrop ETJ, Texas: being 4 BLOCKS AND 100 LOTS; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through Rick Neff, its duly authorized officer, and the City, acting herein by and through Sylvia Carrillo, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities (MUD Facility – Provided to MUD), streets (Bastrop County - Included), drainage (MUD Facility – Provided to MUD), street lights (MUD Facility – Provided to MUD), street signs (Bastrop County - Included), and park/trail improvements (MUD Facility – Provided to MUD); summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for THE COLONY MUD 1D, SECTION 4 approved by the City on November 3, 2022.

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

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

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be two percent (2%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the First Amendment to the Consent Agreement of the Colony Municipal Utility District No. 1 and successor districts.

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

 - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name of the City and County, subject to City approval, for ten percent (10%) of the

contract price of the public streets, sidewalk, and drainage improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

- 3. Letter of Concurrence from the Design Engineer;
- 4. Close out documents required by the Engineering Department

(Attachment 2).

c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.

d) In order to record the Final Plat, the developer must complete one of the following:

- 1. Have received a Letter of Acceptance from the City Engineer and MUD Engineer; or
- 2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Estimate of Probable Costs. This guarantee will not be release until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

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

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the requirements of the consent agreement relating to tree preservation.

2.00 Infrastructure (Development) Improvement Costs

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

2.10 Sanitary Sewer Improvements (MUD Facility - Provided to MUD)

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

	Full Project Cost	Assurance Amount	City Participation
Water Facilities	\$862,280.15	\$1,077,850.19	\$0.00
Sanitary Sewer Facilities	\$293,075.51	\$366,344.39	\$0.00
Total Construction Cost	\$1,155,355.66	\$1,444,194.58	\$0.00

2.20 Drainage Improvements (MUD Facility - Provided to MUD)

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

	Full Project Cost	Assurance Amount	City Participation
Storm Drainage Facilities	\$465,556.60	\$581,945.75	\$0.00

2.30 Street Improvements (Bastrop County - Included)

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

	Full Project Cost	Assurance Amount	City Participation
Streets & Sidewalks	\$1,339,373.71	\$1,674,217.14	\$0.00
Erosion Control Items	\$39,122.55	\$48,903.19	\$0.00
Total Construction Cost	\$1,378,496.26	\$1,723,120.33	\$0.00

2.40 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Utility Facilities	\$1,444,194.58
Storm Drainage Facilities	\$ 581,945.75
Streets, Sidewalks & Erosion Control Improvements	\$1,723,120.33
Total Development Assurance Amounts	\$3,749,260.65

INSPECTION FEES TO HOLD IN ESCROW TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING:

Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets, Sidewalks & Erosion Control Improvements	2.0%	\$1,378,496.26	\$27,569.93
Water	2.0%	\$862,280.15	\$17,245.60

Public Improvement Plan Agreement – Colony MUD 1D Section 4

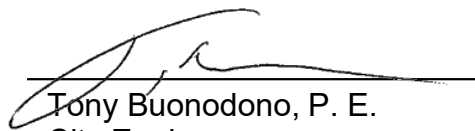
Item 11D.

Wastewater	2.0%	\$293,075.51	\$ 5,861.51
Drainage	2.0%	\$465,556.60	\$ 9,311.13

Payment to the City **\$59,988.17**

The final construction amount is **\$2,999,408.52**, and the Public Improvement Inspection fee amount is **\$59,988.17** (the “Final Fiscal Guaranty Amount”).

RECOMMENDED:

	11/29/2022
Tony Buonodono, P. E. City Engineer	Date

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan (MUD Facility)

N/A

3.20 Sidewalks (Bastrop County - Included)

The Developer shall be responsible for installing sidewalks along rights-of-way on open space lots and other lots that will not contain single family residential units within THE COLONY MUD 1D, SECTION 4 as shown on the approved Public Improvement Plans. All sidewalks shall be in compliance with the County’s Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details.

3.30 Screening Wall, Landscaping, and Irrigation (MUD Facility)

N/A

3.40 Street Lights (MUD/HOA Facility)

The Developer is responsible for the initial installation and maintenance of all street lights. The MUD or HOA will be responsible or obligated to maintain and/or replace any standard or non-standard street light poles.

3.50 Street Name and Regulatory Signs (Bastrop County)

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations ***in compliance with the Consent Agreement*** and the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-

Public Improvement Plan Agreement – Colony MUD 1D Section 4

standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

RECOMMENDED:

	<u>11/29/22</u>
Curtis Hancock	Date
Public Works Director	

3.60 Land Dedication

N/A

3.70 Impact Fees (MUD Facility)

N/A

4.00 Miscellaneous Provisions

4.10 Bonds

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

4.20 Public Liability

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

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

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants,

employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any

loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer’s designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any

plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

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

4.40 Dedication of Infrastructure Improvements

Upon final acceptance of **THE COLONY MUD 1D, SECTION 4**, the public streets shall become the property of the County.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Consent/Development Agreement between the **City of Bastrop** and **Hunt Communities Bastrop, LLC**, effective **March 4th, 2020** (the "Consent/Development Agreement"), the Consent/Development Agreement shall control. Nothing in this

Public Improvement Plan Agreement – Colony MUD 1D Section 4

Item 11D.

agreement shall be construed as amending the Consent/Development Agreement.

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the ___ day of _____, 2022.

THE COLONY MUD 1D, SECTION 4

City of Bastrop, Texas



Rick Neff
Hunt Communities Bastrop, LLC.

Sylvia Carrillo
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department

Colony MUD 1D Section 4

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
I. STREET ITEMS					
1	Street Excavation/Embankment R.O.W. to R.O.W., complete and in place per square yard	31,340	SY	\$7.00	\$219,378.78
2	Subgrade Preparation, 3' to 3' Back of Curb, complete and in place per square yard	22,106	SY	\$7.00	\$154,741.62
3	8" Lime Stabilized Subgrade, 3' to 3' Back of Curb, complete and in place per square yard	22,106	SY	\$7.50	\$165,795.00
4	8" Base, 3' to 3' Back of Curb, complete and in place per square yard	22,106	SY	\$11.00	\$243,166.00
5	2" HMAc, Lip to Lip, complete and in place per square yard	16,980	SY	\$12.00	\$203,765.14
6	6" Stand Up Curb and Gutter, complete and in place per linear foot	9,242	LF	\$16.00	\$147,868.05
7	Common Area 4' Sidewalks, complete and in place per linear foot	756	LF	\$25.00	\$18,911.40
8	Common Area 6' Sidewalks, complete and in place per linear foot	3,199	LF	\$37.00	\$118,347.72
8	ADA Ramps, complete and in place per each	12	EA	\$1,300.00	\$15,600.00
9	Concrete Valley Gutter, complete and in place per each	3	EA	\$3,500.00	\$10,500.00
10	Street Light, complete and in place per each	7	EA	\$5,900.00	\$41,300.00
SUBTOTAL STREETS ITEMS					\$1,339,373.71

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	COST	AMOUNT
II. DRAINAGE ITEMS					
1	18" R.C.P., complete and in place per linear foot	2,080	LF	\$55.00	\$114,412.10
2	24" R.C.P., complete and in place per linear foot	281	LF	\$70.00	\$19,651.80
3	36" R.C.P., complete and in place per linear foot	517	LF	\$120.00	\$61,988.40
4	42" R.C.P., complete and in place per linear foot	414	LF	\$195.00	\$80,712.45
5	48" R.C.P., complete and in place per linear foot	156	LF	\$235.00	\$36,544.85
6	5' X 5' Junction Box complete and in place per linear foot	1	EA	\$5,800.00	\$5,800.00
7	6' X 6' Junction Box complete and in place per linear foot	3	EA	\$6,600.00	\$19,800.00
8	4' Manhole complete and in place per linear foot	5	EA	\$4,800.00	\$24,000.00
9	10' inlets w/ curb transition, complete and in place per each	18	EA	\$4,400.00	\$79,200.00
10	15' inlets w/ curb transition, complete and in place per each	4	EA	\$5,000.00	\$20,000.00
11	Trench Safety, complete and in place per linear foot	3,447	LF	\$1.00	\$3,447.00
SUBTOTAL DRAINAGE ITEMS:					\$465,556.60

CARLSON, BRIGANCE DOERING, INC.

ENGINEER'S COST ESTIMATE

Colony M.U.D. 1D Section 4

CBD #5428

EXCAVATION, STREETS, DRAINAGE, WATER, WASTEWATER and EROSION CONTROL

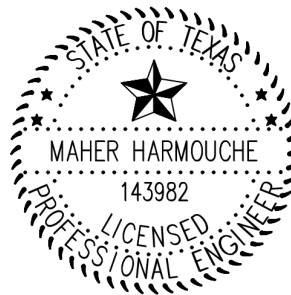
June 2022

Item 11D.

	III. WATER ITEMS	QUANTITY	UNIT	COST	AMOUNT
1	8" C-900 DR-14, complete and in place per linear foot	2,476	LF	\$40.00	\$99,029.20
2	24" C-900 DR-14, complete and in place per linear foot	1,992	LF	\$285.00	\$567,682.95
3	5 1/4" Fire Hydrant Assembly, complete and in place per each	10	EA	\$3,500.00	\$35,000.00
4	6" Gate Valve, complete and in place per each	10	EA	\$2,200.00	\$22,000.00
5	8" Gate Valve, complete and in place per each	7	EA	\$2,800.00	\$19,600.00
6	24" Gate Valve, complete and in place per each	3	EA	\$12,500.00	\$37,500.00
7	Single Water Service Assembly, complete and in place per each	9	EA	\$1,150.00	\$10,350.00
8	Double Water Service Assembly, complete and in place per each	43	EA	\$1,550.00	\$66,650.00
9	Trench Safety, complete and in place per linear foot	4,468	LF	\$1.00	\$4,468.00
SUBTOTAL WATER ITEMS:					\$862,280.15
	IV. WASTEWATER ITEMS	QUANTITY	UNIT	COST	AMOUNT
1	8" Tie In to Existing, complete and in place per each	1	EA	\$2,200.00	\$2,200.00
2	8" PVC SDR-26 - All Depths, complete and in place per linear foot	3,799	LF	\$30.00	\$113,976.30
3	4' Wastewater Manhole, complete and in place per each	19	EA	\$5,000.00	\$95,000.00
4	Single Wastewater Service (6") Assembly, complete and in place per each	7	EA	\$1,100.00	\$7,700.00
5	Double Wastewater Service (6") Assembly, complete and in place per each	44	EA	\$1,600.00	\$70,400.00
6	Trench Safety, complete and in place per linear foot	3,799	LF	\$1.00	\$3,799.21
SUBTOTAL WASTEWATER ITEMS:					\$293,075.51
	V. EROSION CONTROL ITEMS	QUANTITY	UNIT	COST	AMOUNT
1	Revegetation of R.O.W., Easements and All Disturbed Areas - Seed & Topsoil, complete and in place per square yard	9,234	SY	\$2.50	\$23,085.00
3	Inlet Protection, complete and in place per each	21	EA	\$150.00	\$3,150.00
4	Install and Maintain Silt Fence, complete and in place per linear foot	4,686	LF	\$2.75	\$12,887.55
SUBTOTAL EROSION CONTROL ITEMS:					\$39,122.55

TOTAL COST ESTIMATE

\$2,999,408.51



M. Harmouche

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

08-08-2022



SUBDIVISION ACCEPTANCE CHECKLIST

Prior to final acceptance of public improvements, the Developer must complete and submit the following information to the City through MyGov (*all documents should be submitted as one package*).

DOCUMENTS TO BE SUBMITTED PRIOR TO SCHEDULING THE SUBSTANTIAL WALKTHROUGH: (*all documents should be submitted as one package and at least, 10 (ten) calendar days from scheduling the Substantial Walkthrough*)

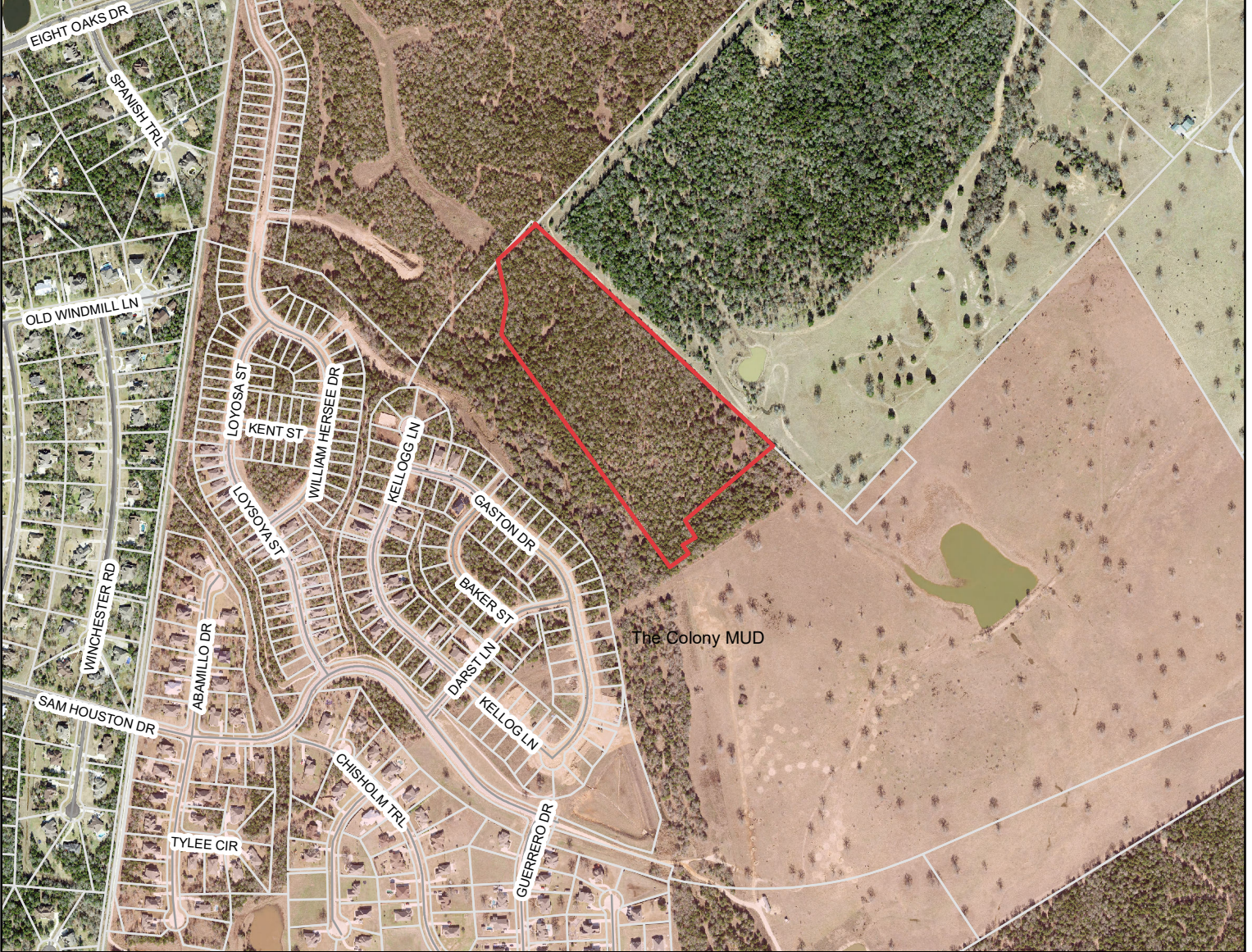
Item	Format	Notes:
Accessibility	Electronic - pdf	For single-family residential subdivisions that are NOT registered with TDLR, provide documentation from a Registered Accessibility Specialist (RAS) that the accessible routes (including, but not limited to: sidewalks, crosswalks, curb ramps, driveways, and push buttons) within the public right-of-way comply with the Texas Accessibility Standards.
Copies of All Inspection Reports / Shop Drawings / Certified Test Reports	Electronic - pdf	Test/Inspection Reports pertaining to Water, Sewer, Pumps, Drainage, Utility Trench Backfill, Soil and Materials Density and Proctor testing (including subgrade, fill, and flexible base), Concrete test reports, Asphalt test reports, Product and Materials Submittals, CCTV (by a certified NASSCO inspector for sewer and drainage lines) and others if applicable. Note: Inspection reports and submittals should be routinely forwarded to the City Engineering and Capital Project Management Inspector assigned to the job. This final submission of all combined reports is just part of the close-out process.
Operations and Maintenance Manuals	Electronic and Hard Copy	To include any pertinent Operations and Maintenance Manuals according to City Standards Startup(s) as required by product and/or equipment manufacturer or by specifications or standards shall be performed prior to substantial completion
Streetlight Wiring Schematic	Electronic – pdf and .dwg	Includes, but is not limited to: --Location of underground wiring/conduit --Connection to power source --Location of any meter(s) --Size of all lines and length of each run

DOCUMENTS TO BE SUBMITTED PRIOR TO SCHEDULING THE FINAL WALKTHROUGH:

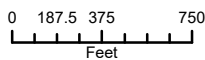
(all documents should be submitted as one package and at least, 10 (ten) calendar days from scheduling the Final Walkthrough)

Item	Format	Notes:
Copy of "Record Drawings"	Electronic (.pdf AND .dwg)	Electronic copy shall be in PDF and AutoCAD (.dwg) format. Contact the City Engineering and Capital Project Management Department to verify AutoCAD version. This set of Drawings must explicitly state that it is a "RECORD DRAWINGS" set. Record Drawings (.dwg set) shall include all lot lines on Final Plat: --Texas State Plane Central (Zone 3) Grid Coordinates (FIPS 4203) --NAD 83 Horizontal Datum / US Survey Feet --Include Grid to Surface and/or Surface to Grid Scale Factor in the drawing
Copy of GIS Files	Electronic	Please contact the City Engineering and Capital Project Management Department to obtain GIS Schema and GIS version. This copy shall be provided IN ADDITION TO .pdf and .dwg files as outlined elsewhere.
Engineer's Concurrence Letter	Electronic	This Letter is to be stamped by a licensed P.E. in the State of Texas, usually the Design Engineer. If Subdivision is a M.U.D., the Concurrence Letter should be provided by the Design Engineer.
Bastrop County Acceptance	Electronic	This acceptance should be provided for Subdivisions which are located in the Extraterritorial Jurisdiction (ETJ).
Operations and Maintenance Manuals	Electronic and Hard Copy	To include any pertinent Operations and Maintenance Manuals according to City Standards Any training specified by product data and/or manuals shall be provided prior to substantial completion. Coordinate with the City of Bastrop Engineering and Public Works departments to schedule training.
Maintenance Bond	Electronic and Hard Copy	2-year, 25% of contract amount Must use City standard format. Contact the Planning and Development Department
Engineer's Certification of Final Contract Amount or Pay Requests	Electronic and Hard Copy	Signed and Sealed Sets the value for maintenance bond, including dry utilities Should be broken into 4 categories: -- STREETS (Roadway embankment and E/S controls will be included here) -- DRAINAGE (Grading necessary for drainage functions should be included here) -- WASTEWATER -- WATER -- STREET LIGHTS
Affidavit of "All Bills Paid" and Waiver of Liens	Electronic and Hard Copy	From Construction Contractor or Developer
Streetlight Wiring Schematic	Electronic (.pdf and .dwg)	Includes, but is not limited to: --Location of underground wiring/conduit --Connection to power source --Location of any meter(s) --Size of all lines and length of each run
Settle-up on Inspection Fees	N/A	3.5% of public improvements cost. Note: the inspection fees are paid before the pre-construction meeting between City and Contractor and Engineer.
Asset Form	Electronic	Contact the City of Bastrop's City Engineering and Capital Project Management Department for most current Asset form

Any and All Other Requirements in Final Plat process have been Satisfied	N/A	As required by the Public Improvement Plan Agreement or other special agreements.
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The Colony MUD 1D Section 4 Preliminary Plat



1 inch = 800 feet

Date: 7/24/2022

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

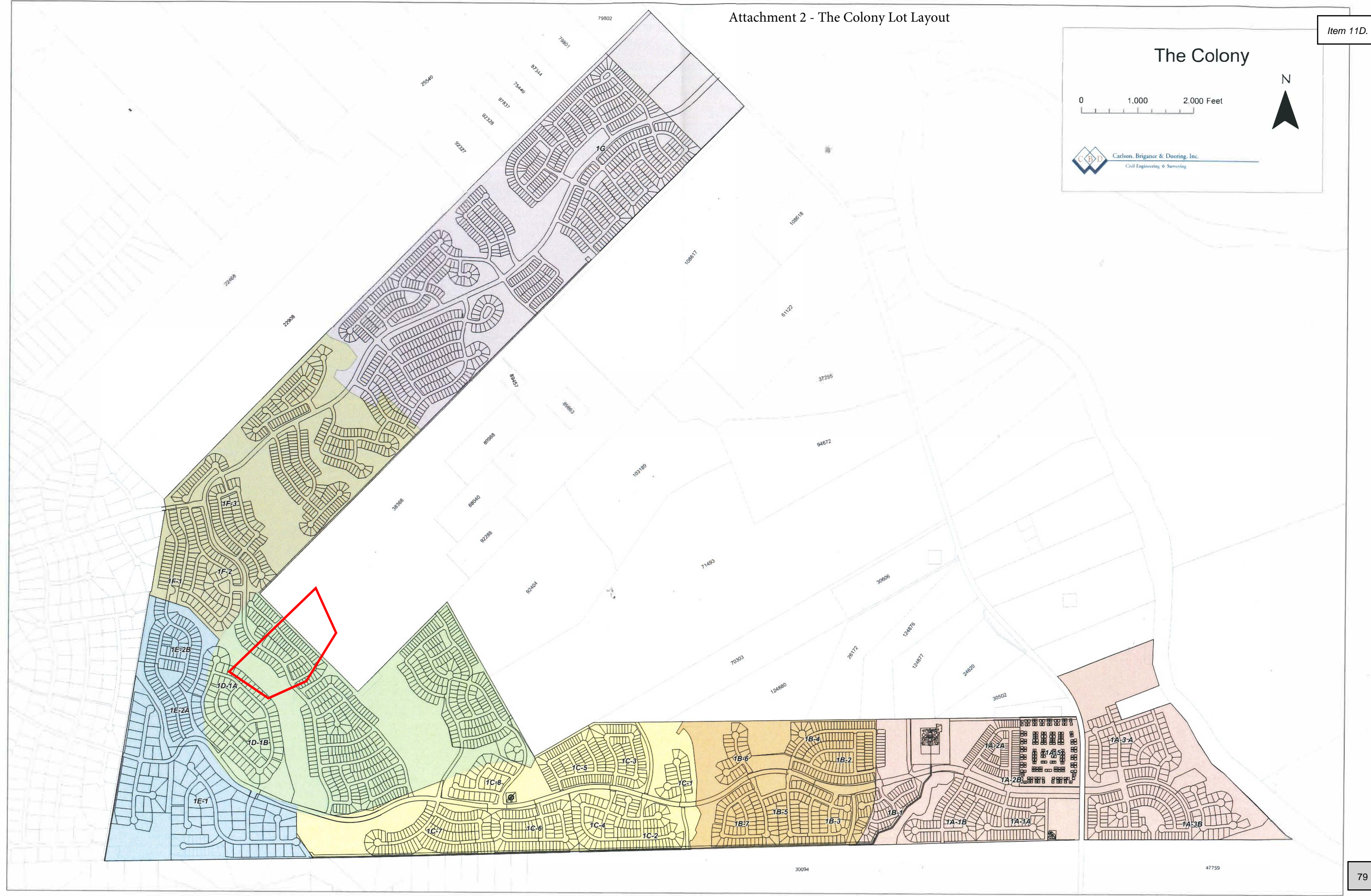


The Colony

0 1,000 2,000 Feet



 Carlson, Brigrance & Doering, Inc.
Civil Engineering & Surveying





STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Consider action to approve Resolution No. R-2022-117 of the City Council of the City of Bastrop, Texas updating the Grantee's Authorized Officer for the FY 2023 Victim Assistance Grant #4472401; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

On January 25, 2002, the City Council of the City of Bastrop, Texas approved Resolution No. R-2022-15, approving the Bastrop Police Department's application for a grant from the U.S. Department of Justice's 2022 General Victims Assistance Grant Program for a Victim's Assistance Specialist at a total cost of sixty-two thousand three hundred and seventy-six dollars and eighty-seven cents (\$62,376.87) with no matching funds from the City of Bastrop.

This resolution designated Chief of Police Clint Nagy as the Grantee's authorized official, with the power to apply for, reject, alter, or terminate the grant on behalf of the City as an applicant agency.

Since Mr. Nagy has left the City's employment, the City needs to update the Grantee's Authorized Officer to be simply the "Chief of Police" so the person holding that position is the authorized official designee.

FISCAL IMPACT:

This project is completely grant funded and has no adverse impact to the City's budget. The Chief of Police has requested full funding of this project, by the City, in the fiscal year following the conclusion of the grant, if awarded.

RECOMMENDATION:

Consider action to approve Resolution No. R-2022-117 of the City Council of the City of Bastrop, Texas updating the Grantee's Authorized Officer for the FY 2023 Victim Assistance Grant #4472401; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

Resolution

RESOLUTION NO. R-2022-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO UPDATE THE GRANTEE’S AUTHORIZED OFFICER FOR THE FY 2023 VICTIM ASSISTANCE GRANT #4472401; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas approved Resolution No. R-2022-15 on January 25, 2022, authorizing the Bastrop Police Department to apply for a grant from the U.S. Department of Justice’s 2022 General Victims Assistance Grant Program for a Victim’s Assistance Specialist at a total cost of sixty-two thousand three hundred and seventy-six dollars and eighty-seven cents (\$62,376.87) with no matching funds from the City of Bastrop; and

WHEREAS, Resolution No. R-2022-15 designated Chief of Police Clint Nagy as the Grantee’s authorized official; and

WHEREAS, Mr. Nagy has left the City of Bastrop’s employment; and

WHEREAS, The City of Bastrop, Texas hereby designates the “Interim Chief of Police” or “Chief of Police” to serve as the Grantee’s Authorized Officer.

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 approves updating the Grantee’s Authorized Officer for the FY 2023 Victim Assistance Grant #4472401.

Section 2: The Interim Chief of Police or Chief of Police is hereby designated as the Grantee’s authorized official with the power to apply for, reject, alter or terminate the grant on behalf of the City as an applicant agency.

Section 3: Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

Section 4: 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 5: 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 13th day of December 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Consider action to approve the second reading of Ordinance No. 2022-27 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 to address project carryover, fleet orders not received by the end of FY 2022, and personnel reorganization in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The FY2023 budget was approved by City Council on September 20, 2022. Since that approval, the City has finalized the ending balances for FY2022 and needs to establish carry-over amounts for projects, fleet purchases, make minor corrections found after adoption, and implement various staffing changes recommended by the new City Manager after her review.

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

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

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

FUNDING SOURCE:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2022-27 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2023 to address project carryover, fleet orders not received by the end of FY 2022, and personnel reorganization in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; and establishing an effective date.

ATTACHMENTS:

- Ordinance 2022-27
- Exhibit A
- All Funds Summary FY2023 – updated to reflect proposed amendments

ORDINANCE NO. 2022-27

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2023 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING 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 2023; 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 2023, 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 2023.

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 8th day of November 2022.

READ and ADOPTED on Second Reading on the 13th day of December 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

GENERAL FUND

Budget Amendment #1: General Fund-City Secretary Expenditures

FY 2023 Budget Book (Page 125)

Original Budget	\$ 319,915
Operational Salary (101-03-00-5101)	\$ (32,800)
Social Security (101-03-00-5150)	\$ (2,451)
Retirement (101-03-00-5151)	\$ (4,007)
Group Insurance (101-03-00-8130)	<u>\$ (10,221)</u>
New Total Expenditure	\$ 270,436

This budget amendment is needed to move the budgeted position Receptionist/Office Assistant to Human Resources department.

Budget Amendment #2: General Fund-Human Resources Expenditures

FY 2023 Budget Book (Page 130)

Original Budget	\$ 285,164
Operational Salary (101-03-00-5101)	\$ 72,592
Social Security (101-03-00-5150)	\$ 5,553
Retirement (101-03-00-5151)	\$ 9,081
Group Insurance (101-03-00-8130)	<u>\$ 10,221</u>
New Total Expenditure	\$ 382,611

This budget amendment is needed to move the budgeted position Receptionist/Office Assistant to Human Resources department. A portion of this amendment is coming from Community Engagement department and the rest the City Secretary department.

Budget Amendment #3: General Fund-Community Engagement Expenditures

FY 2023 Budget Book (Page 136)

Original Budget	\$ 1,165,514
Operational Salary (101-08-17-5101) Recreation	<u>\$ (47,968)</u>
New Total Expenditure	\$ 1,117,546

This amendment includes a change to the budgeted positions. In the Recreation division, the Recreation Director position (page 40) is being removed and replaced by a Recreation Coordinator. The excess amount created from this change will be transferred to Human Resources to cover the shortfall in other personnel changes being proposed.

Budget Amendment #4: General Fund – Police Department

This amendment is only a budgeted positions change. A Police Officer position is being replaced by a Sergeant position. The total FTE count remains the same.

Budget Amendment #5: General Fund-Development Services Expenditures

FY 2023 Budget Book (Page 148)

Original Budget	\$ 1,411,752
Professional Services (101-15-00-5505)	\$ 50,000
New Total Expenditure	\$ 1,461,752

This amendment is to carry-over professional services to cover the Capital Area Metropolitan Planning Organization Interlocal agreement for the Chestnut Street/ SL 150 multimodal corridor study executed on October 17, 2022. These funds are available from fund balance.

SUMMARY OF GENERAL FUND BY DEPARTMENT		
Human Resources	\$97,447	New Expenditures
Development Services – Planning	\$50,000	
Community Engagement – Admin	(\$47,968)	
City Secretary	(\$49,479)	
		New Revenue
Total Net Adjustment	<u>\$50,000.00</u>	

OTHER FUNDS

Budget Amendment #6: Vehicle/Equip Replacement Fund

FY 2023 Budget Book (Page 91)

Original Budget	\$ 918,623
Capital Outlay - Equipment (380-00-00-6010)	\$ 279,955
Capital Outlay - Vehicle (380-00-00-6030)	<u>\$ 200,230</u>
New Total Revenue	\$1,398,808

To cover the carryover of equipment and vehicles that were not received by 9/30/2022. This includes 4 trucks, 1 van, and a street sweeper.

Budget Amendment #7: Fairview Cemetery Operating Fund Expenditures

FY 2023 Budget Book (Page 96)

Original Budget	\$ 217,901
Contractual Services (525-00-00-5505)	<u>\$ 50,000</u>
New Total Expenditure	\$ 267,901

This amendment is to appropriate the necessary amount to engage an engineering firm to start design on the development of Section 9. The estimated ending fund balance as of 9/30/22 is \$116,000. This budget amendment would be using available fund balance.

Budget Amendment #8: Water/Wastewater Operating Fund Expenditures

FY 2023 Budget Book (Page 159-160)

Original Budget	\$ 8,592,325
Capital Outlay (202-35-41-6000)	<u>\$ 7,500</u>
New Total Expenditure	\$ 8,599,825

This amendment is to increase the budget to cover a utility trailer that was requested during the FY2023 budget process but missed in the final budget. This equipment purchase is below the threshold for the Vehicle and Equipment Replacement Fund. This will be covered by available fund balance.

Budget Amendment #9: Hunter's Crossing Public Improvement District Fund Expenditures

FY 2023 Budget Book (Page 100)

Original Budget	\$ 552,405
Maintenance & Repairs (710-00-00-5300)	<u>\$ 32,000</u>
New Total Expenditure	\$ 584,405

This amendment is a carry-over of the budget for the erosion repair in this district. The repair was delayed due to the fence replacement project and will be completed in FY2023.

Budget Amendment #10: 2020 Limited Tax Note Fund Expenditures**FY 2023 Budget Book (Page 114)**

Original Budget	\$ 149,948
Contractual Services (729-00-00-5505)	<u>\$ 40,000</u>
New Total Expenditure	\$ 189,948

This amendment is a carry-over of the balance for the Drainage Master Plan.

ALL FUND SUMMARY FY 2023

	GENERAL FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
BEGINNING FUND BALANCES	\$ 7,558,857	\$ 422,708	\$ 2,891,934	\$ 5,898,571	\$ 5,027,207	\$ 3,597,330	\$ 27,277,209	\$ 3,324,217	\$ 7,171,259	\$ 63,169,292
REVENUES:										
AD VALOREM TAXES	4,848,261	2,989,161		-	-	-	-			7,837,422
SALES TAXES	7,750,000			-	-	-	-		4,183,039	11,933,039
FRANCHISE & OTHER TAXES	555,400		2,830,000	24,500	-	-	-			3,409,900
LICENSES & PERMITS	1,773,000		2,000	-	-	-	-			1,775,000
CHARGES FOR SERVICES	865,550		218,000	4,064,429	7,897,359	7,779,241	-	666,867	15,870	21,507,316
FINES & FORFEITURES	285,000			14,000	-	-	-			299,000
INTEREST	40,000	19,500	15,000	31,850	35,520	30,000	47,600	15,000	15,000	249,470
INTERGOVERNMENTAL	42,304	271,614	66,554	-	-	-	7,352,330			7,732,802
OTHER	35,000		-	40,200	7,500	-	1,365		-	84,065
TOTAL REVENUES	16,194,515	3,280,275	3,131,554	4,174,979	7,940,379	7,809,241	7,401,295	681,867	4,213,909	54,828,014
OTHER SOURCES										
Other Financing Sources	-									-
Interfund Transfers	653,000	589,900	-	-	4,537,639	-	1,547,395	753,623		8,081,557
TOTAL REVENUE & OTHER SOURCES	16,847,515	3,870,175	3,131,554	4,174,979	12,478,018	7,809,241	8,948,690	1,435,490	4,213,909	62,909,571
TOTAL AVAILABLE RESOURCES	\$ 24,406,372	\$ 4,292,883	\$ 6,023,488	\$ 10,073,550	\$ 17,505,225	\$ 11,406,571	\$ 36,225,899	\$ 4,759,707	\$ 11,385,168	\$ 126,078,863
EXPENDITURES:										
GENERAL GOVERNMENT	7,396,422			25,000	-	-	923,500			8,344,922
PUBLIC SAFETY	5,783,058			27,080	-	-	47,160	200,000		6,057,298
DEVELOPMENT SERVICES	1,774,663			-	-	-	62,000			1,836,663
COMMUNITY SERVICES	2,897,819		-	513,106	-	-	13,540			3,424,465
UTILITIES				10,000	5,171,485	7,490,435	100,000			12,771,920
DEBT SERVICE		3,850,699		-	3,823,204	-	-		271,614	7,945,517
ECONOMIC DEVELOPMENT			3,376,827	-	-	-	-		5,137,634	8,514,461
CAPITAL OUTLAY				7,390,000	1,002,500	-	35,161,325	1,198,808	4,000,000	48,752,633
TOTAL EXPENDITURES	17,851,962	3,850,699	3,376,827	7,965,186	9,997,189	7,490,435	36,307,525	1,398,808	9,409,248	97,647,879
OTHER USES										
Interfund Transfers	2,051,018	-	523,000	1,144,200	3,678,340	685,000	-	-	-	8,081,557
TOTAL EXPENDITURE & OTHER USES	19,902,980	3,850,699	3,899,827	9,109,386	13,675,529	8,175,435	36,307,525	1,398,808	9,409,248	105,729,436
ENDING FUND BALANCES	\$ 4,503,392	\$ 442,184	\$ 2,123,661	\$ 964,164	\$ 3,829,696	\$ 3,231,136	\$ (81,626)	\$ 3,360,899	\$ 1,975,920	\$ 20,349,427



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Consider action to approve Ordinance No. 2022-30 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

STAFF REPRESENTATIVE:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

During the FY2023 planning sessions and workshops, the City Manager communicated with City Council on the need to issue City of Bastrop, Texas certificates of obligation for paying all or a portion of the City's contractual obligations incurred or to be incurred for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) water and waste water system; (2) streets including related drainage, sidewalks, traffic improvements, lighting and acquisition of land; (3) public safety improvements including acquisition of land for a future fire station, and (4) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees (collectively the "Project").

The City Council passed a resolution on October 11, 2022, authorizing and directing the City Secretary to give notice of intention to issue the Certificates. The notice was published on October 21, 2022, and October 28, 2022 in *The Bastrop Advertiser*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 251.044, Government Code.

This issuance will be for \$40 million, \$13 million for General Debt Service and \$27 million for water and wastewater infrastructure projects.

City Charter Sec. 7.01 – Powers to Issue

In keeping with state law, the City shall have the power to borrow money on the credit of the City for any public purpose not now or hereafter prohibited by state law.

Bond Council has advised that state law supersedes the City Charter in only requiring one reading for a Bond Ordinance.

Issuance Timeline of Competitive Sale:

Dec. 6, 2022	The Preliminary Official Statement is distributed to the bidders
Dec. 13, 2022	The City Council adopts an ordinance authorizing the issuance of the CO's
Jan. 10, 2023	Closing of the sale

RECOMMENDATION:

Consider action to approve Ordinance 2022-30 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2023; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

ATTACHMENTS:

- Ordinance 2022-30



ORDINANCE NO. 2022-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES; REPEALING ALL ORDINANCES AND ACTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of \$_____ (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) water and waste water system; (2) streets including related drainage, sidewalks, traffic improvements, lighting and acquisition of land; (3) public safety improvements including acquisition of land for a future fire station, and (4) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation; and

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code and Chapter 1502, Texas Government Code, as amended; and

WHEREAS, on October 11, 2022 the City Council passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates; and

WHEREAS, the notice was published on October 21, 2022 and October 28, 2022 in *The Bastrop Advertiser*, a newspaper of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

WHEREAS, the notice was also posted with the City's website continuously for at least 45 days before the date tentatively set for the passage of this Ordinance; and

WHEREAS, the City has not received a valid petition from the qualified voters of the City protesting the issuance of the Certificates; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code; and

WHEREAS, it is considered to be in the best interest of the City that the interest bearing Certificates be issued; therefor,

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force

and effect as if set forth in this Section. The Certificates of the City of Bastrop, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations incurred or to be incurred for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) water and waste water system; (2) streets including related drainage, sidewalks, traffic improvements, lighting and acquisition of land; (3) public safety improvements including acquisition of land for a future fire station, and (4) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2023", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated _____, 2023, in the denomination and principal amount hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the outstanding principal amount of the Certificates shall mature and be payable on August 1 in each of the years and in the principal amount, respectively, as set forth in the following schedule:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT</u>
2023		2038	
2024		2039	
2025		2040	
2026		2041	
2027		2042	
2028		2043	
2029		2044	
2030		2045	
2031		2046	
2032		2047	
2033		2048	
2034		2049	
2035		2050	
2036		2051	
2037		2052	

The term "Certificate" as

used in this Ordinance shall mean and include collectively the Certificates initially issued and delivered pursuant to this Ordinance and all substitute Certificates exchanged therefor, as well as all other substitute Certificates and replacement Certificates issued pursuant hereto.

SECTION 3. INTEREST. The Certificates scheduled to mature during the years, respectively, set forth below shall bear interest from the dates specified in the FORM OF CERTIFICATE set forth in this Ordinance to their respective dates of maturity at the following rates per annum:

<u>YEAR</u>	<u>INTEREST RATE</u>	<u>YEAR</u>	<u>INTEREST RATE</u>
-------------	----------------------	-------------	----------------------

2023	2038
2024	2039
2025	2040
2026	2041
2027	2042
2028	2043
2029	2044
2030	2045
2031	2046
2032	2047
2033	2048
2034	2049
2035	2050
2036	2051
2037	2052

Interest shall be payable in the manner provided and on the dates stated in the FORM OF CERTIFICATE set forth in this Ordinance.

Section 4. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The City shall keep or cause to be kept at Regions Bank, Houston, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Paying Agent/Registrar shall make the Registration Books available within the State of Texas. The City shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 4 of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion

thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificate which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

(b) Payment of Certificates and Interest. The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) General. The Certificate (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificate to be payable only to the Registered Owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the City at least 45 days prior to any such redemption date which shall indicate to which principal installments the redemption shall be applied), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned in whole, but not in part, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the City shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange or substitute for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Substitute Paying Agent/Registrar. The City covenants with the Registered Owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act

as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Certificates issued in exchange for the Certificates initially issued as provided in Section 4(i) shall be issued in the form of a separate single fully registered Certificate for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC") and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, but to the extent permitted by law, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal of and interest, with respect to such Certificate, for the purposes of registering transfers with respect to such Certificate, and for all other purposes of registering transfers with respect to such Certificates, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the respective Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the City to make payments of principal, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificate, the City

shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Certificate shall designate, in accordance with the provisions of this Ordinance.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Letter of Representations of the City to DTC.

(h) DTC Blanket Letter of Representations. The City confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to the Certificates.

(i) Cancellation of Initial Certificate. On the closing date, one Initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the order of the purchaser of the Certificates or its designee set forth in Section 12 of this Ordinance, executed by manual or facsimile signature of the Mayor or Mayor Pro-tem and City Secretary, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such Underwriters set forth in Section 12 of this Ordinance or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver to DTC on behalf of such Underwriters one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all the Certificates for such maturity.

Section 5. FORM OF CERTIFICATE. The form of the Certificate, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificate initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

FORM OF CERTIFICATE

NO. R- UNITED STATES OF AMERICA PRINCIPAL AMOUNT
STATE OF TEXAS
COUNTY OF BASTROP
\$_____

CITY OF BASTROP, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION
SERIES 2023

INTEREST RATE DATE OF CERTIFICATE MATURITY DATE CUSIP NO.
January 10, 2023 August 1, 20__

REGISTERED OWNER:**PRINCIPAL AMOUNT:****DOLLARS**

ON THE MATURITY DATE specified above, the CITY OF BASTROP, in the County of Bastrop, State of Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Certificate, on August 1, 2023 and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at Regions Bank, which is the "Paying Agent/Registrar" for this Certificate at its designated office for payment currently, Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the 15th day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificate is determined only by a book entry at a securities depository for the Certificate, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and

surrender of this Certificate for redemption and payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The City covenants with the Registered Owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is dated January 10, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____, for the purpose of paying contractual obligations incurred or to be incurred by the City for constructing, improving, designing, acquiring, including acquiring land, easements and right of way, and equipping the City's: (1) water and waste water system; (2) streets including related drainage, sidewalks, traffic improvements, lighting and acquisition of land; (3) public safety improvements including acquisition of land for a future fire station, and (4) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

ON AUGUST 1, 2032, or on any date thereafter, the Certificates of this Series maturing on and after August 1, 2033 may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

WITH RESPECT TO any optional redemption of the Certificates, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

NO LESS THAN 30 days prior to the date fixed for any such redemption, unless the Purchaser (as defined in the Ordinance) is the sole Registered Owner of all of the outstanding principal amount of the Certificates, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying

Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of the Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates. If due provision for such payment is made, all as provided above, the Certificates thereby automatically shall be treated as redeemed prior to its scheduled maturity, and it shall not bear interest after the date fixed for redemption, and it shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof. As provided in the Ordinance, this Certificate may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificate, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations of \$5,000 and in any integral multiple of \$5,000 in excess thereof as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the City. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Certificates.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificate, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the City, resigns, or otherwise ceases to act as such, the City has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the City, is additionally secured by and payable from the surplus revenues of the City's Waterworks and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's Waterworks and Sewer System, which amount shall not exceed \$1,000 all as provided in the Ordinance.

BY BECOMING the Registered Owner of this Certificate, the Registered Owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the City, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each Registered Owner hereof and the City.

IN WITNESS WHEREOF, the City has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary of said City, and has caused the official seal of the City to be duly impressed, or placed in facsimile, on this Certificate.

City Secretary

Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by
an executed Registration Certificate of the
Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

REGIONS BANK
Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

—

Please insert Social Security or Taxpayer
Identification Number of Transferee

—

(Please print or typewrite name and address,
including zip code, of Transferee)

—

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the
within Certificate on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed:

—

NOTICE: Signature(s) must be guaranteed
by a member firm of the New York Stock
Exchange or a commercial bank or trust
company.

—

NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears upon the front of this
Certificate in every particular, without
alteration or enlargement or any change
whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

The Initial Certificate shall be in the form set forth in this Section, except that:

A. immediately under the name of the Certificates, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE DATE SPECIFIED BELOW, the City of Bastrop, Texas (the "City"), being a political subdivision, hereby promises to pay the annual installments set forth below to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on August 1 in each of the years, in the principal installments in the following schedule and bearing interest at the per annum rate stated above:

Year	Principal Amounts	Interest Rates
------	-------------------	----------------

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Closing Date at the respective Interest Rate per annum specified above. Interest is payable on August 1, 2023 and semiannually on each August 1 and February 1 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 6. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the City at an official depository bank of said City. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said City, and shall be used only for paying the interest on and principal of said Certificates. All ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said City shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said City, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said City, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Accrued interest and any premium on the Certificates shall be deposited in the Interest and Sinking Fund and used to pay interest on the Certificates.

Section 7. REVENUES. The Certificates together with other obligations of the City, are additionally secured by and shall be payable from a limited pledge of the surplus revenues of the City's Water and Sewer System remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligation (now or hereafter outstanding) which are payable from all or any part of the net revenues of the City's Water and Sewer System, with such amount not to exceed \$1,000 constituting "Surplus Revenues." The City shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 6, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 6, if Surplus Revenues are actually on deposit or budgeted for deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 6 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund or budgeted for deposit therein.

The Mayor of the City Council of the City and the City Secretary of the City are hereby ordered to do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest.

Section 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section 8, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United

States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Certificate as aforesaid when proper notice of redemption of such Certificates shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with this Ordinance. Any money so deposited with the Paying Agent/Registrar or an eligible trust company or commercial bank as provided in this Section may at the discretion of the City Council of the City also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Certificate and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the City Council of the City.

(c) Notwithstanding any provision of any other Section of this Ordinance which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Certificates and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Certificates and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Certificates and such Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Certificate to be paid at its maturity, the City retains the right under Texas law to later call that Defeased Certificate for redemption in accordance with the provisions of this Ordinance, the City may call such Defeased Certificate for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Certificate as though it was being defeased at the time of the exercise of the option to redeem the Defeased Certificate and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Certificate.

As used in this Section, "Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the City Council of the City adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Certificates, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent. "Federal Securities" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the Registered Owner applying for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the Registered Owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificates shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificates, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the Registered Owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement Certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B of Chapter 1206, Texas Government Code, this Section 9 of this Ordinance shall constitute authority

for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for the Certificates issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATE; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED.

The Mayor of the City Council of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers, if any, may, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds of the Certificates or the projects financed therewith are so used, such amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(3) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(4) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(5) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(6) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(7) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days,

(B) amounts invested in a bona fide debt service fund, within the meaning of section I.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(8) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the proceeds of the Certificates will be used solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) [and] proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not

adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

(d) Allocation Of, and Limitation On, Expenditures for the Project. The City covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Ordinance (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The City recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired. The City agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The City covenants that the property constituting the projects financed with the proceeds of the Certificates will not be sold or otherwise disposed in a transaction resulting in the receipt by the City of cash or other compensation, unless the City obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the City shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Written Procedures. Unless superseded by another action of the City, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the City hereby adopts and establishes the instructions attached hereto as Exhibit "A" as their written procedures for the Certificates and any other tax-exempt debt or obligation outstanding or hereafter issued.

Section 12. SALE OF CERTIFICATES. The Certificates are hereby sold to the bidder whose bid produced the lowest net effective interest rate, pursuant to the taking of public bids therefor, on this date, and shall be delivered to a syndicate of the purchaser represented by _____ (the "Purchaser") at a price of \$_____, representing the par amount of the Certificates, plus a reoffering premium of \$_____, less an underwriter's discount of \$_____. The Certificates shall initially be registered in the name of CEDE & Co.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default: (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or (ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

(b) Remedies for Default. (i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies; (ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive. (i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance. (ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy. (iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the City or the City Council. (iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the Registered Owners with any liability, or be held personally liable to the Registered Owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 14. ESTABLISHMENT OF CONSTRUCTION FUND AND INTEREST EARNINGS. (a) Construction Fund. A special fund or account, to be designated the City of Bastrop Series 2023 Certificate of Obligation Construction Fund (the "2023 Construction Fund") is hereby created and shall be established and maintained by the City at a depository bank of the City. The 2023 Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The Construction Fund and the Interest and Sinking Fund shall be invested in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the City's Investment Policy.

(b) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with the Certificate proceeds for the purpose for which the Certificates are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Certificates; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be

rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated _____, 2022 prior to the date hereof is confirmed, approved and ratified. The City Council hereby finds and determines that the Preliminary Official Statement and final Official Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of their respective dates.

Section 16. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. Attached hereto as Exhibit "B" is a substantially final form of the Paying Agent/Registrar Agreement with an attached Blanket Issuer Letter of Representation. The Mayor of the City Council of the City is hereby authorized to amend, complete or modify such agreement as necessary and is further authorized to execute such agreement and the City Secretary is hereby authorized to attest such agreement.

Section 17. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the City ending in or after 2021, financial information and operating data, which information and data may be unaudited, with respect to the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being the information described in Exhibit "C" hereto and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, within twelve months after the end of each fiscal year of the City ending in or after 2021. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(b) Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates
- G. Modifications to rights of holders of the Certificates, if material within the meaning of the federal securities laws;
- H. Certificate calls, if material within the meaning of the federal securities laws;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Certificates, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the City;
- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;
- O. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in

accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Section 12.02 of this Ordinance that causes the Certificates no longer to be outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Should the Rule be amended to obligate the City to make filings with or provide notices to entities other than the MSRB, the City hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this

Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

Section 19. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on the Certificates or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificates.

Section 20. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and any insurance commitment letter or insurance policy. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Secretary, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of any bond insurer, or (iii) obtain the approval of the Certificates by the Attorney General's office.

In case any officer of the City whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 21. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Certificates and the validity of the lien on and pledge to secure the payment of the Certificates.

Section 22. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions 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 contained herein.

Section 23. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the Registered Owners of the Certificates, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City and the registered owners of the Certificates.

Section 24. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 25. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 26. SEVERABILITY. The provisions of this Ordinance are severable; and in case any one or more of the provisions of this Ordinance or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Ordinance nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 27. PERFECTION. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of ad valorem taxes and revenues granted by the City under Sections 6 and 7 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 28. EFFECTIVE DATE. This Ordinance shall become effect immediately from and after its passage on first and final reading in accordance with Section 1201.028, Texas Government Code, as amended.

Section 29. NO PERSONAL LIABILITY. No covenant or agreement contained in the Certificates, this Ordinance or any corollary instrument shall be deemed to be the covenant or agreement of any member of the City Council or any officer, agent, employee or representative of the City Council in his individual capacity, and neither the directors, officers, agents, employees or representatives of the City Council nor any person executing the Certificates shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Certificates.

Section 30. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATE; BOND COUNSEL'S OPINION; AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of

the Registered Owner of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, READ and ADOPTED on the final reading on the 13th day of December, 2022.

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

[Signature Page]

EXHIBIT "A"

**WRITTEN PROCEDURES RELATING TO CONTINUING
COMPLIANCE WITH FEDERAL TAX COVENANTS**

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, Notes, Certificates, Leases or other Obligations now or hereafter outstanding as having the interest on such debt exempt from Federal income taxes of the debt holder (the "Obligations") the Issuer's City Manager or Director of Finance (the "Responsible Person") will, as applicable to each issuance of Obligations:

- instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Obligations will be entered into within 6 months of the Issue Date;
- monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of any facilities are expended within 3 years of the date of delivery of the Obligations ("Issue Date");
- restrict the yield of the investments to the yield on the Obligations after 3 years of the Issue Date;
- monitor all amounts deposited into a sinking fund or funds, e.g., the Debt Service Fund/Bond Fund/Interest and Sinking Fund, to assure that the maximum amount invested at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12-month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period;
- ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more;
- assure that the maximum amount of any reserve fund for any Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date;
- monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;
- maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS;
- assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- monitor whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- determine whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- determine whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
- take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Persons will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of the Obligations. The foregoing notwithstanding, the Responsible Persons are authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT "B"
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT "C"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 17 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

- (1) Table 1 - Valuation, Exemptions and General Obligation Debt;
- (2) Table 2 - Valuation and General Obligation Debt History;
- (3) Table 3 - Tax Rate, Levy and Collection History;
- (4) Table 4 - Ten Largest Taxpayers;
- (5) Table 5 – Ad Valorem Tax Debt Service Requirements;
- (6) Table 7 - Interest and Sinking Fund Budget Projections;
- (7) Table 8 - Authorized but Unissued General Obligation Bonds
- (8) Table 9 - General Fund Revenues and Expenditure History;
- (9) Table 10 - Municipal Sales Tax History;
- (10) Table 11 - Current Investments;
- (11) Appendix B - Excerpts from the City's Annual Financial Report

Accounting Principles

The accounting principles referred to in such Section are the accounting principles described in the notes to the financial statements referred to in the paragraph above.



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Consider action to approve Resolution No. R-2022-84 of the City Council of the City of Bastrop, Texas to award a Professional Services contract with Stantec Consulting Services Inc. to provide professional services for the Parks & Recreation Master Plan project in an amount not to exceed Two Hundred Ninety Thousand Dollars and no cents (\$290,000.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Terry Moore, Recreation Manager

BACKGROUND/HISTORY:

The City of Bastrop Parks & Recreation Master Plan was written in 2008 and updated in 2015. Since that time, the city has grown substantially, and we have seen large shifts in our demographics as more families move to the area. Texas Parks and Wildlife recommends that a community updates its master plan every 5 years and rewrites it every 10 years, so it is time to get an accurate representation of our community's needs and City assets.

For the City of Bastrop, this Master Plan is a necessary step in ongoing efforts to create a robust recreation program as well as investing in raising the quality of life for our citizens through our parks. It is also an opportunity, through the creation and implementation of a vigorous community engagement plan, to begin building and improving relationships in our community with special focus paid to historically underserved groups, Bastrop area youth, and those new to the City of Bastrop.

This Parks and Recreation Master Plan will encompass a comprehensive analysis of the City's parks and recreation assets, an extensive community needs assessment, provide recommendations to development, recreation, policies, land acquisition, and prioritize needs based on the community's short and long-term parks and recreation needs. The Master Plan will also include Sports Complex Feasibility Study paid for through Type B (BEDC) funding of \$50,000.

FUNDING SOURCE:

The funding for this project will be from a \$250,000 St. David's Foundation Grant and \$50,000 Type B Funds.

RECOMMENDATION:

It is recommended that the City Council authorizes the approval of Resolution No. R-2022-84 of the City Council of the City of Bastrop, Texas awarding a contract to provide professional services for the Parks & Recreation Master Plan project, with Stantec Consulting Services, Inc. in an amount not to exceed Two Hundred Ninety Thousand Dollars and Zero Cents (\$290,000.00).

ATTACHMENTS:

- Resolution No. R-2022-84
- Exhibit A: Professional Services Contract with Stantec Consulting Services, Inc.



RESOLUTION NO. R-2022-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PROFESSIONAL SERVICES CONTRACT WITH STANTEC CONSULTING SERVICE, INC. IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINETY THOUSAND DOLLARS AND ZERO CENTS (\$290,000.00) ATTACHED AS EXHIBIT A, FOR THE PARKS AND RECREATION MASTER PLAN PROJECT; AUTHORIZING CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas recognizes that unprecedented growth and development in recent years has created numerous challenges in the appropriate provision of municipal services, specifically those related to parks and recreation; and

WHEREAS, the City Council of the City of Bastrop recognizes the value parks and recreation brings to the community; and

WHEREAS, the City Council of the City of Bastrop, Texas acknowledges the goals set in the 2036 City Comprehensive Plan initiates the need and desire to provide a sufficient amount of public park land and recreational needs for current and future residents; and

WHEREAS, The City Council understands the importance of developing a comprehensive Parks and Recreation master Plan to assist the City in preparing for continuing growth and development and to identify City’s potential capital improvement projects.

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

Section 1: That the City Manager is hereby authorized to execute the Professional Services Contract attached as Exhibit A, not-to-exceed amount of two hundred ninety thousand and zero cents (290,000.00).

Section 2: That this Resolution shall take effect immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 13th day of December, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES
Over \$50K
(8-16-2021)

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

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	Stantec Consulting Services Inc. 70 NE Loop 410, Suite 1100 San Antonio, TX 78216 Attn: Mark Maldonado
General Description of Services:	Professional landscape architecture services related to the master planning of the city-wide Parks and Recreation Master Plan
Maximum Contract Amount:	\$290,000
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

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

II. Standard Contractual Provisions.

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

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor’s invoices for the Services provided for

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

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

D. Termination Provisions.

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

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

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than thirty (30) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). The City shall provide notice to Contractor in the event the City fails to appropriate funds, and in such event the Contractor's obligations under this Contract shall immediately cease, except for completion of any services paid in advance if any.

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

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an
CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 2

independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the negligent acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

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

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

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

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

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

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION

OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

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

THE TOTAL AMOUNT OF ALL CLAIMS THE CITY MAY HAVE AGAINST THE CONTRACTOR UNDER THIS CONTRACT OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER ANY THEORY OF LAW, INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENCE, NEGLIGENT MISREPRESENTATION AND BREACH OF CONTRACT, SHALL BE STRICTLY LIMITED TO \$1,000,000.00 AS THE CITY'S SOLE AND EXCLUSIVE REMEDY UNDER THIS CONTRACT ANY CLAIM, DEMAND OR SUIT SHALL BE DIRECTED AND/OR ASSERTED ONLY AGAINST THE CONTRACTOR AND NOT AGAINST ANY OF THE CONTRACTOR'S EMPLOYEES, OFFICERS, OR DIRECTORS.

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

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

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

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City upon full payment of all monies owed to the
CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 4

Contractor. For purposes of this Contract, the term “Documents and Data” include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a “work made for hire” as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

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

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

- (1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;
- (2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:
 - (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
 - (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

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

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

- (1) are between the City and a company with ten (10) or more full-time employees; and
- (2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

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

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

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

III. Additional Terms or Conditions.

Insurance

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

A. Audit

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

purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes). Notwithstanding the foregoing, the City's right to inspect, copy, and audit shall not extend to the composition of Contractor's rates and fees, percentage mark-ups, or multipliers but shall apply only to their application to the applicable units.

B. Reports of Incidents

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

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

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

V. Signatures.

Stantec Consulting Services, Inc.

CITY OF BASTROP

By: _____

By: _____

Printed Name: Mark Maldonado

Printed Name: Sylvia Carrillo

Title: Principal

Title: City Manager

Date: _____

Date: _____

EXHIBIT A-1

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

(See Attached)

EXHIBIT A-2

Scope of Services **dated September 13, 2022**

(See Attached)

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies (with the exception of Professional Liability) shall contain no cross-liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form, with the exception of Professional Liability which may be written on a claims made form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract (except Professional Liability). Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

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

Bastrop, TX 78602

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

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

Commercial General Liability:

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

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

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

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

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

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

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

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

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

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

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

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

Other Insurance Required: _____

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

Attachment 1 – Scope of Services

The City of Bastrop Parks, Recreation and Open Space Master Plan (Bastrop PROS Master Plan) will be developed in three phases as described below:

PHASE 1: Discovery- Foundation Building

From the onset of this Project, we will work closely with the City's PM to establish appropriate communication protocols, project management benchmarks, QA/QC process and branding for this effort to make it a success. We will also work as a team to review all available existing information for the Study Area so that we can lay the appropriate foundation for all subsequent planning activities to follow. Our approach to this phase includes the following scope items, provided in greater detail.

Task 1.0: Staff Kick-off Meeting – The purpose of this meeting is to kick-off the Project between the Client and the Stantec Team, to discuss the project work plan which will include the scope, schedule, and coordination related items, including the request of data from the Client including all base file data in GIS format for completion of tasks within Phase 1. Stantec team members will attend via phone conference. Stantec will supply a summary of the kick-off meeting that outlines the discussion items, decisions made and follow up action items to be completed.

Task 1.0 Meetings/ Deliverables

- Project Kick-off Meeting & Meeting Minutes
- Document Request Form (To be completed by City)

Task 1.1: Staff Check-in Meetings – Stantec's PM will meet with the City's PM on a monthly basis, once per month, throughout the 10-month duration of the project. These meetings will be attended virtually and are anticipated to last approximately 1 hour. The purpose of the monthly meetings is to review submittals and keep both parties (Stantec and City) updated on the Project's progress. Project status update memos will be issued monthly and shall summarize work completed, work scheduled to be completed for the upcoming month, and any outstanding issues or decisions that must be resolved by City staff or the project team. Stantec will document these staff check in meetings via e-mail to outline discussion points, decisions made, next steps and any follow up action items needed. Should extra client review meetings be required to complete this task, consultant will review with the Owner the required additional fees necessary to cover the increase in the scope of work.

Task 1.1 Meetings/ Deliverables

- (10) Monthly Staff Check-in Meetings & Meeting Minutes
- (10) Monthly Project Status Update Memo

Task 1.2: Branded Materials and Project Logo– Stantec will develop a design template (according to City's branding standards) and logo to brand the Project. All project documents and materials will follow the standards of the selected design template. Stantec will also provide the design of material for facilitation aids for public outreach and citizen participation as well as marketing materials for increased project awareness.

Task 1.2 Meetings/ Deliverables

- Project Graphic Design Template
- Project Logo
- Project Flyers/ Notices/ Brochures

Task 1.3: Social Media Content and Project Website- The Stantec Team will assist City Staff by providing content material for the project website. City Staff will develop and maintain the project-specific website throughout the duration of the Project. The website should include an overview of the project, project timeline, sign-up for project notifications, review of public documents, and stay up-to-date on upcoming public engagement/outreach events. Stantec will work with the City to take advantage of existing social media opportunities, such as existing Facebook, Instagram, and Twitter accounts owned by the City. Our experience is that providing information for accounts with existing followers is more successful than setting up new accounts for a project. Stantec will provide notifications of the public engagement/outreach events in both English and Spanish for the City to upload to the website and various social media platforms. Project reports, public documents, and the Parks Master Plan will be provided in English only.

Task 1.3 Meetings/ Deliverables

- Project Website Design & Maintenance

- Social Media Marketing Campaign- Project Initiation
- Social Media Marketing Campaign- Community Workshop No.1
- Social Media Marketing Campaign- Community Workshop No.2

Task 1.4: Reconnaissance/ Existing Conditions & Inventory Assessment – Stantec will review and summarize existing plans, projects, and programs pertinent to the Bastrop PROS Master Plan planning area. Stantec will work with the Client staff to identify the list of plans and provide the resultant planning documents. Stantec staff will reference the existing plans, projects, and programs as they pertain to the project boundary and incorporate findings as best as possible into the PROS Master Plan. Stantec will conduct a desktop inventory of park improvements, as well as evaluate area influences and other conditions which have influenced and continue to inform the growth, development patterns, and connectivity of the City. Stantec will also review relevant documents including policies, regulating documents, and others to understand prevailing influences regarding the parks and recreation system for the City of Bastrop.

The Stantec Team will also conduct a walk-through and inventory and assess existing physical conditions for the City's existing 14 parks. The work in this task will begin with a 2-day site visit and meeting with City staff and is intended to provide the factual and analytical basis for the planning effort. This dialogue will also provide further insight in understanding issues to be addressed, pitfalls to avoid, and recommendations for best approaches for successful plan implementation. For Mayfest Park, Bob Bryant Park, and Fisherman's Park, Stantec will locate and identify the size, location, existing site amenities, facilities, utilities, roads, parking, trees, and park equipment.

The deliverable for this task will be a series of maps depicting the existing physical opportunities and constraints, along with a supporting technical memorandum summarizing our observations and impressions.

Task 1.4 Meetings/ Deliverables

- 2-Day Park & Facility Site Visit and Assessment Meeting with Design Team and City Staff
- Existing Park Inventory & Assessment Memo
- Existing Conditions Map- Mayfest Park
- Existing Conditions Map- Bob Bryant Park
- Existing Conditions Map- Fisherman's Park

Task 1.5: Base Mapping – Stantec will utilize city provided data, readily available GIS information and Lidar aerial maps to create a base map for each of the three existing parks that will be master planned – Mayfest Park, Bob Bryant Park, and Fisherman's Park. **Note, if any of the Parks Master Plan move into the design development phase, then a topographical survey will be needed in order to create a precise set of construction documents.*

Task 1.5 Meetings/ Deliverables

- The deliverable for this task will be provided as part of Task 1.4 – Reconnaissance/ Existing Conditions & Inventory Assessment.

Task 1.6: Existing & Future Statistics – Stantec will review existing and future statistics relevant to the City of Bastrop's Park, Recreation and Open Space system to include the following:

- Existing Population & Demographic Analysis- Using data provided by City Staff, Stantec will review and analyze the population and demographic characteristics of the residents of the City of Bastrop to help identify current and future park and recreational needs.
- Park Classification, Standards & Benchmarking- Using data provided by City Staff along with data compiled by the Stantec team, we will utilize the Existing Conditions Analysis, in tandem with current population estimates (2020 US Census or most recent American Community Survey), to compare the existing park and recreational facilities within the City against National Recreation and Park Association (NRPA) standards. We will also identify relevant park development trends along with benchmarking City facilities with regional and national standards. Stantec will work with City staff to identify relevant communities within the region or nation against which to compare and analyze level of service and parks and recreation standards. These comparisons may be peer communities, in terms of location or size, or may be aspirational communities, systems whose level of services or offering the City would like to emulate.

Task 1.6 Meetings/ Deliverables

- The deliverable for this task will be provided as part of Task 3.0 – Final Parks, Recreation and Open Space Master Plan- Draft

Task 1.7: Bastrop Park Existing Facilities Assessment - The Stantec team will conduct an on-site observation and assessment of specific Bastrop park facilities to include the following:

- **Park Accessibility Assessment**– The Design team will work with the City and participate in an in-person tour of all fourteen (14) existing city parks for the assessment of accessibility in accordance to the Texas Accessibilities Standards (TAS) as a basis. Existing accessibility conditions and access will be included in the final memo. The memo will include a narrative describing observations, with photos and applicable comments for each one of the facilities reviewed.

Meetings/ Deliverables

- (1) In-person tour with City staff of the existing facilities within 14 of the city’s existing parks.
- Existing Conditions Summary Report and Recommendations Memo to achieve minimal accessibility compliance based on the existing conditions at the 14 parks.
- (1) Virtual meeting with City staff to review Existing Conditions Summary Report and Recommendations Memo

Task 1.8: Stakeholder and Community Outreach/ Engagement – Using the events and opportunities outlined in the Stakeholder and Community Engagement Plan Memo, the Stantec team will facilitate robust stakeholder and community engagement and solicit the public’s input on a vision and goals for the City of Bastrop Parks, Recreation and Open Space Master Plan. Specific development/improvement opportunities, goals, and feedback will be discussed for each of the three existing parks that will be master planned – Mayfest Park, Bob Bryant Park, and Fisherman’s Park. Throughout the project, Stantec will develop, participate, and assist with the following public engagement activities:

- **Management and Engagement Plan** – Stantec will work with the City’s contracted Diversity and Inclusion Specialist and develop a stakeholder and community engagement plan memorandum that identifies the details for each of the engagement strategies. These details will include but are not limited to venues, key participants, engagement advertisements, coordination, and plan and work product to be completed with each engagement strategy. This plan will be developed with a medium to high level of detail that specifically denotes responsible parties to complete specific engagement coordination tasks.

Meetings/ Deliverables

- (1) In-person strategy session with the City’s contracted Diversity and Inclusion Specialist and City Staff
- Stakeholder and Community Engagement Plan Memo
- **Stakeholder and Ambassador Listening Sessions**– We will identify two (2) stakeholder groups and six (6) individuals across the City that will function as ambassadors for the planning process and the PROS Master Plan, assist with public outreach and input gathering, and help us reach traditionally underserved groups. We will lead 1-hour facilitation sessions with the stakeholder groups and (30) minute interviews with individual ambassadors to understand issues to be addressed, pitfalls to avoid, and recommendations for best approaches to input and outreach. The purpose of this task is to meet with individuals and groups with potential to influence/ impact future development and improvements of the parks and open spaces in Bastrop. Potential groups could include members of Youth Associations, Sport Groups, City Staff, business and property owners, developers from the community and region, lenders, and others.

Meetings/ Deliverables

- (2) In-Person Stakeholder Groups Listening Sessions up to 1 Hr. each (conducted in 1 day)
- (6) Virtual Ambassador/ Individual Listening Sessions up to 30 mins. each
- Develop and Present Session Materials
- Summary Memo and synthesis of input received.
- **Parks Advisory Board/ Steering Committee Meeting** – The Stantec Team will facilitate one (1) meeting with the Parks Advisory Board or the Steering Committee, a group of individuals identified by the Client, to ensure input, review, and direction related to various activities and deliverables of the planning process, as well as to help build additional consensus to aid in developing community consensus and in implementation of the recommendations. Stantec will coordinate with City staff and will facilitate these meetings and provide a meeting summary outlining key discussion points, considerations, and next steps. City to provide venue, food/ beverages, and audio/video

connections. Materials prepared for this meeting will allow the Client staff to make similar presentations to other Boards, Planning and Zoning Commission, and Town Council if desired.

Meetings/ Deliverables

- Develop and Present Meeting Materials
 - In-person Parks Advisory Board/ Steering Committee Kick-off Meeting (Date T.B.D)
- **Community Workshops**– The Stantec Team will facilitate two (2) community workshops. To initiate the planning process on a City-wide level, we propose a in-person townhall symposium style event.

Community Workshop Meeting No. 1 is intended to primarily explain the process and timeline and facilitate input exercises to understand issues and opportunities in the City. During this workshop, engagement activities are about eliciting conversations about the vision and transforming that vision into specific action items.

Community Workshop Meeting No. 2 involves community validation of what has been developed in response to their input and how to accomplish those tasks. It is an opportunity for the overall community to tell us what they think of the ideas and designs as well as the suggested action steps developed by the project team, and to validate them or suggest final changes to them prior to developing the final document.

Meetings/ Deliverables

- Develop and Present Meeting Materials
 - In-person Community Workshop Meeting No. 1 (Date T.B.D)
 - In-person Community Workshop Meeting No. 2 (Date T.B.D)
- **Meeting in a Box, Visioning Boards, and QR Codes**– The Stantec Team will create and package a customized “Meeting in a Box” to include instructions, sign-in sheets, activities, and worksheets. A “Meeting in a Box” is intended to be self-administered by PROS Master Plan Ambassadors working with residents/ organizations in small groups. This could include working in small groups at a regularly scheduled meetings, luncheons, or can be disseminated and administered by other park advocates. These meetings should not last more than 60 mins and should be used to identify the issues and opportunities they may be facing with regard to the overall City’s parks, recreation, and open space system. It would also be an opportunity to identify area specific issues that may be impacting them.

Stantec will also provide visioning boards and QR codes for the City to utilize during community pop-up events and other engagement events that are led by stakeholders and City staff.

Meetings/ Deliverables

- Develop and Package “Meeting in a Box” materials
 - Print and Deliver (5) “Meeting in a Box” Packages that can be checked-out
 - Visioning Boards and QR code
 - Summary Memo and synthesis of input received.
- **City Council Meetings** – The Stantec Team will facilitate one (1) meeting with the City of Bastrop City Council, to ensure input, review, and direction related to various activities and deliverables of the planning process, as well as to help build additional consensus to aid in developing community consensus and in implementation of the recommendations. Stantec will coordinate with City staff and will facilitate these meetings and provide a meeting summary outlining key discussion points, considerations, and next steps. City to provide venue, food/ beverages, and audio/video connections

Meetings/ Deliverables

- Develop and Present Meeting Materials
- In-person City Council Kick-off Meeting (Date T.B.D)

Task 1.9: Development of Vision and Goals–Stantec will work with the city to produce a clear and concise Statement of Vision and Key Goals for the plan, based on the Community Workshop and community engagement activities. The vision statement and goals will be refined throughout the Project and serve as a guidepost for all future discussions.

Meetings/ Deliverables

- Submit Statement of Vision and Key Goals to City for review and input. City to vet the vision and goals with the Park Advisory Board and Steering Committee

- Vision & Goals Draft

PHASE II: PLAN DEVELOPMENT AND RECOMMENDATIONS

Task 2.0: Needs Assessment– The needs assessment is an objective method to determine whether the park system effectively meets the locally established standards. The information being assessed is based upon existing conditions, community input, community resources, existing and future level-of-service, and growth trends. The assessments are then matched with available lands and future amenities to determine current and future needs. The desires and deficiencies identified form the basis for recommendations. This needs assessment relies also on public comments, staff knowledge and stated desires. The needs assessment is part science and part art, having to balance data with community desires. Park assessments rely heavily on national standards, but those are only a portion of the overall calculations. While many national standards appear difficult to apply, they are only a guideline; thus, this planning effort finds them valuable as a benchmark, but will use additional methods of assessment to aid in determining the community’s needs. We will use three methods for assessing current and future park needs, demand-based, standards-based and resource-based assessment methodologies.

Meetings/ Deliverables

- The deliverable for this task will be provided as part of Task 3.0: Final Parks, Recreation and Open Space Master Plan- Draft

Task 2.1: Recreational Analysis and Program Plan– This scope of work will support the completion of an assessment of recreation programs and services, evaluation of relevant community needs, and development of a program plan for the City of Bastrop’s Park and Recreation System to be included in the PROS Master Plan. Focus areas of this study to include the following:

- **Park / Facility Review and Data Evaluation** - Pros Consulting will work with Stantec, City staff, and other team members to review existing parks and facilities for their programmatic potential, as well as data from the community engagement process indicating the recreational interests and needs of residents. This will include on-site park and facility site visits, interviews with city staff involved with current programming, and evaluation of community input and survey data on recreational interests and needs.
- **Recreation Program Analysis** – Recreation programs and special events are the backbone of park and recreation agencies. This assessment will review how well the recreation system aligns itself with community needs. The goal of this process is to provide recreation program enhancements that result in successful and innovative recreation program offerings. We will provide insight into recreation program trends from agencies all around the country. The process includes analysis of: age segment distribution, lifecycle analysis, core program analysis and development, similar provider analysis/duplication of service, market position and marketing analysis, user fee analysis for facilities and programs/services, review of program development process, backstage support, or service systems and agency support needed to deliver excellent service. Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan that results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus department efforts in core program areas and create excellence in those programs deemed most important by program participants.
- **Program Plan** - Pros will utilize the culmination of the assessment of existing conditions sites, facilities, and programs, and community need prioritization as derived from the community survey and other public engagement methods of the project to develop a program plan. This plan will identify specific programs that are reflective of community interests and needs and are also respectful of the organizational capacity of the city of Bastrop parks and recreation services. Additionally, potential programs that can be provided through partnerships will be identified and included in the program plan.
- **Comprehensive Operations and Maintenance Analysis**- Stantec will assess the current operations and maintenance associated with the three existing parks, Mayfest Park, Bob Bryant Park, and Fisherman’s Park, in comparison with the proposed improvements for the three parks as outlined within the Parks Master Plans. A written report outlining the estimated annual operations and maintenance costs associated with each park inclusive of anticipated capital purchases, personnel, reoccurring annual expenses, and supplemental contracts will be provided.

Meetings/ Deliverables

- (1) In-person tour with City staff of the existing facilities within 14 of the city’s existing parks.

- (1) Virtual meeting with City staff to review current programming, recreational interest, and needs (2 Hrs.)
- Recreational Program Analysis Summary
- Recreational Program Plan
- Operations and Maintenance Summary for Mayfest Park, Bob Bryant Park, and Fisherman’s Park
- Comprehensive Operations and Maintenance Plan
- (3) Virtual meeting with City staff to review above summaries and Plans (1 Hr. each)

Task 2.2: High-Level Trail Connectivity Exhibit(s)— Stantec will conduct an in-person work session with City staff to review existing paved trails, natural surface trails, and the public sidewalk system and to identify proposed trails that will connect to the existing trails. Stantec will provide high-level trail exhibits showing potential trail locations based off of contours, property lines, and any other readily available mapping information.

Meetings/ Deliverables

- (1) In-person work session with City staff to review existing trails and to identify future trail locations
- High-level Trail Exhibit(s) showing Existing and Proposed Trails

Task 2.3: Sport Facility Feasibility Study— This task encompasses understanding from City of Bastrop staff and key stakeholders the goals and objectives of the feasibility study, and the initial perceptions of the nature of the demand and opportunity for a high-quality sports facility. Because the market context for a sports facility is unique to the sport under consideration, it will encompass identifying the sport(s) to be analyzed. It will also clarify how the feasibility analysis relates to specific locations in Bastrop where the sports complex may be situated. Focus areas of this study to include the following:

- **Feasibility Study Scoping-** We will familiarize ourselves with existing sports facilities in Bastrop and analyze strengths and limitations. Discussions will explore perceived needs and opportunities relative to specific sports. They will also explore whether there are specific local sites where the sports facility may be situated, and their capacity, strengths, and limitations. We will interview city staff and key stakeholders and facilitate discussions to explore perceived needs and opportunities relative to specific sports. Specific local sites where the sports facility may be situated, and their capacity, strengths and limitations will also be explored. At the conclusion of this phase, we will discuss of initial findings, goals and local context with city staff, resulting in identification of sports to be analyzed, and locational options.

Meetings/ Deliverables

- (Up to 5) Virtual Stakeholder/ City Staff Interviews up to 1 Hr. each
- Feasibility Study Key Findings Summary
- (1) Virtual meeting with City staff to review Key Findings Summary, Identification of Sports to be Analyzed, and Potential Locational Options
- **Market Context Analysis-** The market context analysis will evaluate the local and regional need and competitive context for a sports complex serving the specific sport or sports identified above. This phase will: (1) Evaluate the demographic and socioeconomic characteristics and trends of Bastrop and the surrounding region, including, but not limited to: spending patterns, age, gender, education, income, purchasing power and sports participation and attendance; (2) Identify and analyze the competitive context for each sport. Tournament quality sports facilities in the relevant region will be identified and mapped, and facility characteristics researched such as their offerings, capacity, user counts, amenities, and regular use and events; (3) Conduct interviews relative to the utilization of tournament quality facilities in the competitive environment, including interviews with sports complex operators and sport specific tournament organizers; (4) Estimate demand for sports programming and events for the sports complex by candidate sport—including leagues, clinics, classes, camps, tournaments, etc—and including potential local users of the facility; and (5) Develop recommendations concerning size of sports complex based on this research and locations under consideration. At the conclusion of this phase, we will discuss findings and recommendations with city staff.

Meetings/ Deliverables

- (Up to 10) Virtual Interviews per Sport up to 1 Hr. each; assumes up to three sports will be analyzed
- Key Findings and Recommendation Summary
- (1) Virtual meeting with City staff to review Key Findings Summary, Estimated Demand, and

Recommendations

- **Economic Impact Analysis-** Competitors and visitors at sports events generate economic activity. Visitor spending supports local businesses and has the ripple effects of supporting their local suppliers and the local spending of their employees. Estimates of sports participants and spectators developed in the task above can be utilized to estimate the impact on the local economy from this “sports tourism.” This phase will estimate the direct, indirect and induced impact on the local economy of sport complex related activity.

Meetings/ Deliverables

- Economic Impact Analysis Summary
- (1) Virtual meeting with City staff to review Economic Impact Analysis Summary

Task 2.4: Master Plan Development, Recommendations and Strategies- We will develop an overall Parks, Recreation, Trails and Open Space Master Plan which will be based off the public input received throughout the project. The Master Plan deliverable will include a graphic written report, with an executive summary, maps, and associated graphics, photographs, tables, and charts. The report will document the planning process, input, and all previous tasks. We will suggest preliminary recommendations for projects, programs, and policies that will assist in realizing the community vision. This phase will include:

- Mayfest Park- (2) Preliminary Master Plan Concepts with (1) refinement; Community feedback to selected preferred concept and to be developed into the Mayfest Park Final Master Plan.
- Bob Bryant Park- (2) Preliminary Master Plan Concepts with (1) refinement; Community feedback to selected preferred concept and to be developed into the Bob Bryant Park Final Master Plan.
- Fisherman’s Park- (2) Preliminary Master Plan Concepts with (1) refinement; Community feedback to selected preferred concept and to be developed into the Fisherman’s Park Final Master Plan.
- General Recommendations for the overall park system
- Strategies for land acquisition for future parkland and facilities
- Recommendations for improving existing parks and recreational facilities
- Recommendations for the creation of new parks, park amenities and programming
- Recommendations for the creation of Comprehensive City Park Style Guide that provides design ideas and options for entryway and internal park signage
- Strategies to expand and create additional recreational programming
- Recommendations for trail creation, improvements, and connectivity opportunities
- Recommendations for improved operations and maintenance
- Strategies for economic development for the Bastrop Parks System.
- Financial strategies including possible funding/ revenue streams and possible grant opportunities
- Recommendations regarding policy and regulatory revisions and amendments necessary to protect the final plan vision and concepts

Meetings/ Deliverables

- (1) In-person meeting with City staff to review Master Plan Development, Recommendations and Strategies
- (1) Virtual meeting with City staff to review Mayfest Park, Bryant Park, and Fisherman’s Park Concepts (1) 2-hour meeting
- (1) Virtual meeting with City staff to review Mayfest Park, Bryant Park, and Fisherman’s Final Park Master Plans (1) 2-hours meeting
- Master Plan Development, Recommendations and Strategies Summary PowerPoint Presentation
- Funding Strategies Matrix

Task 2.5: Action/ Implementation Plan- With an understanding of the park and recreation gaps, this task will create a categorized matrix of actions necessary to close the gaps identified in the City Parks and Recreation system. The matrix will be organized into broad categories of interventions and/or corrective measures, likely to include Policy, Programming, Maintenance, Renovations, and Capital Projects.

Meetings/ Deliverables

- (1) Virtual meeting with City staff to review Action/ Implementation Plan
- Action/ Implementation Plan Draft

PHASE III: PLAN REVIEW AND DELIVERY

This final phase of the project will result in development of the final master plan report consisting of action steps and preliminary implementation strategies and identification of funding mechanisms to accomplish the recommended projects, programs, and policies. The final document will be largely graphic and easy to understand for multiple and diverse audiences and stakeholders. The technical data and information will be contained in the appendix. This phase will include:

Task 3.0: Final Parks, Recreation and Open Space Master Plan- Draft- Informed by the outline discussed in the Kickoff meeting, we will prepare a first draft of the complete document for City staff review. In addition to being comprehensive in scope the document will be visual in presentation, readable, concise, succinct, eye-catching, engaging, and implementable. We will make one set of edits to the first draft based on review comments by the city staff PM. All requested edits shall be in the form of one consolidated set as redlines, Adobe Acrobat notes, or similar method.

Meetings/ Deliverables

- City of Bastrop Parks, Recreation and Open Space Master Plan Draft
- (1) Revision to Master Plan Draft based on City received comments/ redlines

Task 3.1: Recommendation & Implementation Meeting #1- We will facilitate one- 2 hour In-Person workshop with members of the Parks Advisory Board and identified stakeholders that make financial, infrastructure, and other development related decisions (such as City Management, County administrators and department directors, and maybe Council members and EDC Board members), to ensure that the solutions are locally produced and “do-able” for the community. The goal of this workshop will be to ensure input, review, and direction related to various activities and deliverables of the planning process. Additionally, this workshop will help build additional consensus to aid partner agencies in their decision making and to ensure implementation by engaging decision makers in validating the identified action steps, priorities, funding, and partnerships needed to implement the comprehensive plan recommendations.

Meetings/ Deliverables

- Recommendation & Implementation Meeting #1 (Date T.B.D)
- Master Plan Development, Recommendations and Strategies Summary PowerPoint Presentation

Task 3.2: Recommendation & Implementation Meeting #2- We will facilitate one- 2 hour In-Person workshop with members of the City Council, to ensure that the solutions are locally produced and “do-able” for the community. The goal of this workshop will be to ensure input, review, and direction related to various activities and deliverables of the planning process. Additionally, this workshop will help build additional consensus to aid partner agencies in their decision making and to ensure implementation by engaging decision makers in validating the identified action steps, priorities, funding, and partnerships needed to implement the comprehensive plan recommendations.

Meetings/ Deliverables

- Recommendation & Implementation Meeting #2 (Date T.B.D)
- Master Plan Development, Recommendations and Strategies Summary PowerPoint Presentation

Task 3.3: Final Parks, Recreation and Open Space Master Plan- Incorporating comments from the previous Recommendation and Implementation Meetings, we will prepare the finalized Bastrop Parks, Recreation and Open Space Master Plan. All requested edits shall be in the form of one consolidated set as redlines, Adobe Acrobat notes, or similar method.

Meetings/ Deliverables

- (1) Electronic Interactive PDF version of the Final Bastrop Parks, Recreation and Open Space Master Plan

FEE BREAKDOWN

Please note that the fees below are based on a smooth project implementation and have assumed no major changes will be made to the project scope or the project schedule after the kickoff meeting. Landscape Architecture, Architecture, Engineering and Planning services provided outside the above scope of work will be billed as an additional service at our standard hourly rates per the attached rate sheet or a mutually agreed upon lump sum once approved in writing by both parties. Compensation will be fixed fee in the amount listed below (plus applicable taxes, if required). Fees shown for the reimbursable elements are for budgeting purposes only and invoices will reflect the actual time and material costs incurred. Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

		TASKS	COST (PER TASK)
1	DISCOVERY- FOUNDATION BUILDING	Staff Kick-off Meeting/ Project Initiation (Lump Sum)	\$2,500
		Staff Check-In Meetings/ Project Management (Lump Sum)	\$7,500
		Branded Materials and Project Logo (Lump Sum)	\$2,500
		Social Media Content and Project Website (Lump Sum)	\$9,500
		Reconnaissance/ Existing Conditions & Inventory Assessment (Lump Sum)	\$16,500
		Base Mapping (Lump Sum)	\$10,000
		Existing & Future Statistics (Lump Sum)	\$7,500
		Park Accessibility Assessment (Lump Sum)	\$10,000
		Stakeholder and Community Outreach/ Engagement -Management and Engagement Plan (\$2,500 Lump Sum) -Stakeholder and Ambassador Listening Sessions (\$2,500 T&M) -Parks Advisory Board/ Steering Committee Meeting (\$2,500 T&M) -Community Workshops (\$16,500 T&M) -"Meeting In A Box" (\$6,500 Lump Sum) -City Council Meeting (\$2,500 T&M)	\$33,000
		Development of Vision and Goals (Lump Sum)	\$2,000
TOTAL COST: \$101,000			
2	PLAN DEVELOPMENT AND RECOMMENDATIONS	Needs Assessment (Lump Sum)	\$6,500
		Recreational Analysis and Program Plan / Comprehensive Operations and Maintenance Analysis (Lump Sum)	\$19,500
		High-Level Trail Connectivity Exhibits (Lump Sum)	\$9,500
		Sport Facility Feasibility Study -Scoping (\$5,000 Lump Sum) -Market Context Analysis (\$32,000 Lump Sum) -Economic Impact Analysis (\$13,000 Lump Sum)	\$50,000
		Master Plan Development, Recommendations and Strategies (Lump Sum)	\$62,500
		Action/ Implementation Plan (Lump Sum)	\$4,500
		Final Parks, Recreation and Open Space Master Plan- Draft (Lump Sum)	\$14,000
TOTAL COST: \$152,500			
3	PLAN REVIEW AND DELIVERY	Recommendation & Implementation Meeting #1 (T&M)	\$2,500
		Recommendation & Implementation Meeting #2 (T&M)	\$2,500
		Draft Report Revisions and Final Plan Document Compilation (Lump Sum)	\$6,500
		Phase I, II, and III Total	\$279,000
		Printing & Other Reimbursable Expenses Generally, < 5 % of Project Cost	Not to Exceed \$11,000
TOTAL COST: \$25,500			
Total Project Cost			\$290,000

CITY ROLE/ RESPONSIBILITIES

- Provide all existing plans, GIS Files, as-built CAD files, and ordinances to the consultant team.
- Post plan-related information (content provided by Stantec) on its social media.
- Assist the consulting team in outreach for public engagement events, schedule and coordinate PAB/ City Council meetings. City to provide venue, audio/visual, food/beverage (if desired), and equipment rentals (if required).
- Costs for advertising, handout and giveaways, outreach, and refreshments served at public meetings if any.

ASSUMPTIONS

- Park land dedication and park development fee requirements would be proposed for residential developments but not non-residential development because dedications/fees for non-residential developments present potential legal challenges.
- The scope identified under Policy Recommendations and Parkland Dedication Requirements will provide the analytical framework and rationale for a potential parkland dedication ordinance but will not include preparation of a draft ordinance or evaluation of legal risks associated with a potential parkland dedication ordinance.

ADDITIONAL SERVICES

- Electrical facility assessment for the 14 existing parks.
- Facility assessment of the splash pad at Fisherman's Park.
- Revenue analysis for the existing parks
- Other than those identified in this contract, no additional public meetings and/or presentations are provided within this Scope of Services.
- The Owner will provide as expeditiously as possible all readily available base information that it currently has in its possession, necessary to complete the Scope of Services described herein. Any information required to complete this Scope of Services that cannot be readily provided by the Owner will remain the responsibility of the Owner. All such information shall be provided to Stantec and any costs associated with acquisition of information will be borne by the Owner.
- This Scope of Services does not include any hydraulic or hydrology engineering modeling or design services.
- This scope of services does not include any water agency reviews or regulatory permitting with such agencies such as the U.S. Army Corps of Engineers, FEMA, TCEQ, or others.
- This scope of services does not include any services for topographic survey or geotechnical engineering evaluations or soils testing.
- This scope of services does not include any schematic design, design development, construction documents, specifications, or bid documents.
- This scope of services does not include 3d visualizations or 3d models.
- Should the Owner and consultant agree that any of the above additional services, or other additional services, are required, the consultant will prepare a cost proposal for such services and obtain authorization from the Owner prior to performing any additional services.

EXHIBIT A-3

House Bill 89 Verification Form

I, Mark Maldonado (printed person's name), the undersigned representative of (Company or Business name) Stantec Consulting Services Inc. (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

10/6/2022

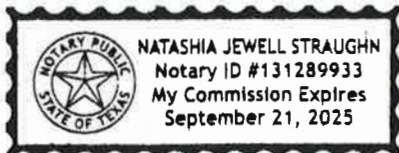
Mark Maldonado Digitally signed by Mark Maldonado
Date: 2022.10.06 10:06:16 -05'00'

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 6th day of October, 2022, personally appeared Mark Maldonado, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

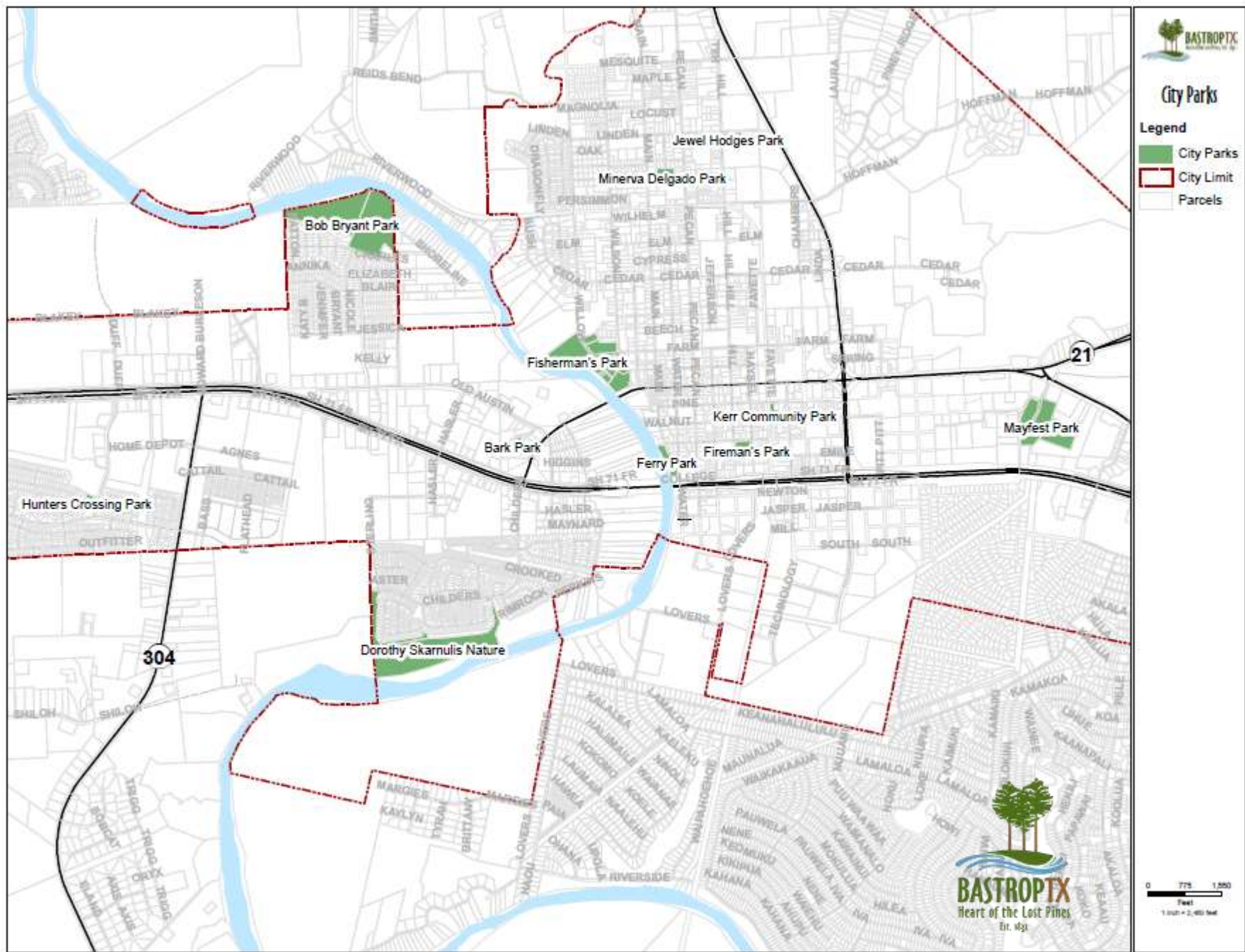


Natasha Jewell Straughn

Parks & Recreation Master Plan

- Current plan was written in 2008 and updated in 2015
 - Growing Community
 - Changing Demographics
 - In FY2022 received a \$250,000 grant from St. David's Foundation
 - In FY2022 BEDC appropriated \$50,000 toward a sports complex feasibility study





Item 12B.



Parks & Recreation Master Plan

Draft Plan- May 2023

Final Plan- June 2023





STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2022-28 to adopt the 2023 Schedule of Uniform Submittal Dates for Site Plans, Place Type Zoning changes, Plats, Public Improvement Plans, and Neighborhood Regulating Plans in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, and move to include on the January 10, 2023 Consent Agenda for the second reading.

STAFF REPRESENTATIVE:

Jennifer C. Bills, Director of Planning and Development

BACKGROUND/HISTORY:

House Bill 3167 of the 86th Session of the Texas Legislature, subsequently codified in Texas Local Government Code Chapter 212, requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by Staff and Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction.

POLICY EXPLANATION:

Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002 Rules, grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

To ensure compliance with Texas Local Government Code Chapters 211 and 212, City Council will annually adopt Schedules of Uniform Submittal Dates for Zoning Concept Scheme applications, Public Improvement Plan applications, Plat applications, and Site Plan applications. The Schedules of Uniform Submittal Dates will include dates applications will be accepted, when submittals will be checked for all items required for review, when recommendations or approvals are made, and dates of any required Planning & Zoning Commission and/or City Council meetings.

Holiday considerations include moving submittal dates to Tuesdays when Monday is a City holiday, moving the Planning & Zoning Commission meeting to the week ahead of the Christmas holidays, and adjusting submittal checks around any Tuesday holidays. Adjustments from the regularly scheduled days are in bold and italics on the schedules.

RECOMMENDATION:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2022-28 to adopt the 2023 Schedule of Uniform Submittal Dates for Site Plans, Place Type Zoning changes, Plats, Public Improvement Plans, and Neighborhood Regulating Plans in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, and move to include on the January 10, 2023 Consent Agenda for the second reading.

ATTACHMENTS:

- Exhibit A – 2023 Schedule of Uniform Submittal Dates



ORDINANCE NO. 2022-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO ADOPT THE 2023 SCHEDULE OF UNIFORM SUBMITTAL DATES FOR SITE PLANS, PLACE TYPE ZONING CHANGES, PLATS, PUBLIC IMPROVEMENT PLANS, AND NEIGHBORHOOD REGULATING PLANS IN ACCORDANCE WITH THE BASTROP BUILDING BLOCK (B³) CODE SECTION 2.3.004 ANNUAL ADOPTION OF SCHEDULE OF UNIFORM SUBMITTAL DATES, AND THE BASTROP BUILDING BLOCK (B³) TECHNICAL MANUAL SECTION 1.2.002 UNIFORM SUBMITTAL DATES, AS SHOWN IN EXHIBIT A, ESTABLISHING A REPEALING CLAUSE, PROVIDING SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and Planning & Zoning Commission within 30 days of submission or it is deemed approved by inaction; and

WHEREAS, Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002. Rules, grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality; and

WHEREAS, City Council will annually adopt a Schedule of Uniform Submittal Dates to comply with Texas Local Government Code Chapters 211 and 212 for Zoning Concept Scheme applications, Public Improvement Plan applications, Plat applications, and Site Plan applications. The Schedules of Uniform Submittal Dates will include dates applications will be accepted, when review for completeness checks will occur, when recommendations or approvals are made, and dates of any required Planning & Zoning Commission and/or City Council meetings.

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

Section 1: The City Council hereby adopts the 2023 Schedule of Uniform Submittal Dates, in accordance with B³ Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans, and Place Type Zoning Changes and B³ Technical Manual Section 1.2.002 Uniform Submittal Dates, as attached in Exhibit A.

Section 2: In the case of any conflict between the other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

Section 3: If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 4: This Ordinance shall take effect immediately upon passage.

READ and APPROVED on First Reading on the 13th day of December 2022.

READ and ADOPTED on Second Reading on the 10th day of January 2023.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

2023 Schedule of Uniform Submittal Dates

Plats Requiring Planning & Zoning Commission Approval



Preliminary, Final, Residential Replat

Submittal Dates	Submittal Check Date	Comments Issued Date	Planning & Zoning Commission Meeting Date	Resubmittal Date	Plat Recommendation	Planning & Zoning Commission Meeting Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must have all required items to enter review	Approved, Approved with Conditions, or Denied (Thursday)	(Thursday if Approved)	For projects that were Approved with Conditions (Monday)		(Thursday)
1/3/2023	1/3/2023	1/12/2023	1/26/2023	2/6/2023	2/16/2023	2/23/2023
2/6/2023	2/7/2023	2/16/2023	2/23/2023	3/13/2023	3/23/2023	3/30/2023
3/6/2023	3/7/2023	3/16/2023	3/30/2023	4/10/2023	4/20/2023	4/27/2023
4/3/2023	4/4/2023	4/13/2023	4/27/2023	5/8/2023	5/18/2023	5/25/2023
5/1/2023	5/2/2023	5/11/2023	5/25/2023	6/12/2023	6/22/2023	6/29/2023
6/5/2023	6/6/2023	6/15/2023	6/29/2023	7/10/2023	7/20/2023	7/27/2023
7/3/2023	7/3/2023	7/13/2023	7/27/2023	8/14/2023	8/24/2023	8/31/2023
8/7/2023	8/8/2023	8/17/2023	8/31/2023	9/11/2023	9/21/2023	9/28/2023
9/4/2023	9/5/2023	9/14/2023	9/28/2023	10/9/2023	10/19/2023	10/26/2023
10/2/2023	10/3/2023	10/12/2023	10/26/2023	11/13/2023	11/16/2023	11/30/2023
11/6/2023	11/7/2023	11/16/2023	11/30/2023	12/4/2023	12/14/2023	12/20/2023
12/4/2023	12/5/2023	12/14/2023	12/21/2023	1/8/2024	1/18/2024	1/25/2024
1/2/2024	1/2/2024	1/11/2024	1/25/2024	1/16/2024	2/12/2024	2/29/2024

2023 Schedule of Uniform Submittal Dates

Zoning Concept Schemes and Neighborhood Regulating Plans



Submittal/Resubmittal Dates	Submittal Check Date	Planning Director Recommendation	Planning & Zoning Commission Meeting Date	City Council Meeting Date	City Council Meeting Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must have all required items to enter review	(Thursday)	Public Hearing (Thursday)	Public Hearing First Reading (Tuesday)	Second Reading (Tuesday)
1/9/2023	1/10/2023	1/19/2023	2/23/2023	3/28/2023	4/11/2023
2/13/2023	2/14/2023	2/23/2023	3/30/2023	4/25/2023	5/9/2023
3/13/2023	3/14/2023	3/23/2023	4/27/2023	5/23/2023	6/13/2023
4/10/2023	4/11/2023	4/20/2023	5/25/2023	6/27/2023	7/11/2023
5/8/2023	5/9/2023	5/18/2023	6/29/2023	7/25/2023	8/8/2023
6/12/2023	6/13/2023	6/22/2023	7/27/2023	8/22/2023	9/12/2023
7/10/2023	7/11/2023	7/20/2023	8/31/2023	9/26/2023	10/10/2023
8/14/2023	8/15/2023	8/24/2023	9/28/2023	10/24/2023	11/14/2023
9/11/2023	9/12/2023	9/21/2023	10/26/2023	11/14/2023	12/12/2023
10/2/2023	10/3/2023	10/12/2023	11/30/2023	1/9/2024	1/23/2024
11/6/2023	11/7/2023	11/16/2023	12/21/2023	1/23/2024	2/13/2024
12/4/2023	12/5/2023	12/14/2023	1/25/2024	2/27/2024	3/12/2024
1/8/2024	1/9/2024	1/18/2024	2/29/2024	3/26/2024	4/9/2024

2023 Schedule of Uniform Submittal Dates

Plats Administratively Approved



Amending, Minor, Non-Residential Replat

Submittal Dates	Submittal Check Date	First Administrative Decision Date	Resubmittal Date	Final Administrative Decision Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must have all required items to enter review	Approved, Approved with Conditions, Denied (Thursday)	For projects that were Approved with Conditions (Monday unless City holiday)	Verify conditions have been met for Approved with Conditions projects
1/3/2023	1/3/2023	1/12/2023	1/17/2023	1/26/2023
2/6/2023	2/7/2023	2/16/2023	2/20/2023	3/1/2023
3/6/2023	3/7/2023	3/16/2023	3/20/2023	3/30/2023
4/3/2023	4/4/2023	4/13/2023	4/17/2023	4/27/2023
5/1/2023	5/2/2023	5/11/2023	5/15/2023	5/25/2023
6/5/2023	6/6/2023	6/15/2023	6/19/2023	6/29/2023
7/3/2023	7/5/2023	7/13/2023	7/17/2023	7/27/2023
8/7/2023	8/8/2023	8/17/2023	8/21/2023	8/31/2023
9/5/2023	9/5/2023	9/14/2023	9/18/2023	9/28/2023
10/2/2023	10/3/2023	10/12/2023	10/16/2023	10/26/2023
11/6/2023	11/7/2023	11/16/2023	11/20/2023	11/30/2023
12/4/2023	12/5/2023	12/14/2023	1/2/2024	1/11/2024
1/2/2024	1/2/2024	1/11/2024	1/16/2024	1/25/2024

2023 Schedule of Uniform Submittal Dates

Site Development Plans & Public Improvement Plans (PIPs)



Submittal Dates	Submittal Check Date	First Administrative Decision Date	Resubmittal Date	Final Administrative Decision Date
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2/20/2023	2/21/2023	3/1/2023	3/6/2023	3/16/2023
3/20/2023	3/21/2023	3/30/2023	4/3/2023	4/13/2023
4/17/2023	4/18/2023	4/27/2023	5/1/2023	5/11/2023
5/15/2023	5/16/2023	5/25/2023	5/30/2023	6/8/2023
6/19/2023	6/20/2023	6/29/2023	7/3/2023	7/13/2023
7/17/2023	7/18/2023	7/27/2023	7/31/2023	8/10/2023
8/21/2023	8/22/2023	8/31/2023	9/5/2023	9/15/2023
9/18/2023	9/19/2023	9/28/2023	10/2/2023	10/12/2023
10/16/2023	10/17/2023	10/26/2023	10/30/2023	11/9/2023
11/20/2023	11/21/2023	11/30/2023	12/4/2023	12/14/2023
12/11/2023	12/12/2023	12/21/2023	1/2/2024	1/11/2024
1/16/2024	1/16/2024	1/25/2024	1/29/2024	2/8/2024

Items for Individual Consideration

Public hearing and consider action to approve Ordinance No. 2022-28 to adopt the 2023 Schedule of Uniform Submittal Dates for Site Plans, Place Type Zoning changes, Plats, Public Improvement Plans, and Neighborhood Regulating Plans in accordance with the Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates, and the Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A, and move to include on the January 10, 2023 Consent Agenda for the second reading.



Submittal Schedule

- House Bill 3167 codified into Local Government Code Chapter 212
 - 30-day approvals
- Predictable, upfront information within timeline
- Monday submittal, Thursday comments (9 Business Days)
- Notification requirements
- Holiday adjustments
 - December meeting moved to third Thursday. No change for November.



2023 Schedule of Uniform Submittal Dates

Plats Requiring Planning & Zoning Commission Approval



Preliminary, Final, Residential Replat

Submittal Dates	Submittal Check Date	Comments Issued Date	Planning & Zoning Commission Meeting Date	Resubmittal Date	Plat Recommendation	Planning & Zoning Commission Meeting Date
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6/5/2023	6/6/2023	6/15/2023	6/29/2023	7/10/2023	7/20/2023	7/27/2023
7/3/2023	7/3/2023	7/13/2023	7/27/2023	8/14/2023	8/24/2023	8/31/2023
8/7/2023	8/8/2023	8/17/2023	8/31/2023	9/11/2023	9/21/2023	9/28/2023
9/4/2023	9/5/2023	9/14/2023	9/28/2023	10/9/2023	10/19/2023	10/26/2023
10/2/2023	10/3/2023	10/12/2023	10/26/2023	11/13/2023	11/16/2023	11/30/2023
11/6/2023	11/7/2023	11/16/2023	11/30/2023	12/4/2023	12/14/2023	12/20/2023
12/4/2023	12/5/2023	12/14/2023	12/21/2023	1/8/2024	1/18/2024	1/25/2024
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2023 Schedule of Uniform Submittal Dates

Zoning Concept Schemes and Neighborhood Regulating Plans



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2/13/2023	2/14/2023	2/23/2023	3/30/2023	4/25/2023	5/9/2023
3/13/2023	3/14/2023	3/23/2023	4/27/2023	5/23/2023	6/13/2023
4/10/2023	4/11/2023	4/20/2023	5/25/2023	6/27/2023	7/11/2023
5/8/2023	5/9/2023	5/18/2023	6/29/2023	7/25/2023	8/8/2023
6/12/2023	6/13/2023	6/22/2023	7/27/2023	8/22/2023	9/12/2023
7/10/2023	7/11/2023	7/20/2023	8/31/2023	9/26/2023	10/10/2023
8/14/2023	8/15/2023	8/24/2023	9/28/2023	10/24/2023	11/14/2023
9/11/2023	9/12/2023	9/21/2023	10/26/2023	11/14/2023	12/12/2023
10/2/2023	10/3/2023	10/12/2023	11/30/2023	1/9/2024	1/23/2024
11/6/2023	11/7/2023	11/16/2023	12/21/2023	1/23/2024	2/13/2024
12/4/2023	12/5/2023	12/14/2023	1/25/2024	2/27/2024	3/12/2024
1/8/2024	1/9/2024	1/18/2024	2/29/2024	3/26/2024	4/9/2024

2023 Schedule of Uniform Submittal Dates

Plats Administratively Approved

Amending, Minor, Non-Residential Replat



Submittal Dates	Submittal Check Date	First Administrative Decision Date	Resubmittal Date	Final Administrative Decision Date
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3/6/2023	3/7/2023	3/16/2023	3/20/2023	3/30/2023
4/3/2023	4/4/2023	4/13/2023	4/17/2023	4/27/2023
5/1/2023	5/2/2023	5/11/2023	5/15/2023	5/25/2023
6/5/2023	6/6/2023	6/15/2023	6/19/2023	6/29/2023
7/3/2023	7/5/2023	7/13/2023	7/17/2023	7/27/2023
8/7/2023	8/8/2023	8/17/2023	8/21/2023	8/31/2023
9/5/2023	9/5/2023	9/14/2023	9/18/2023	9/28/2023
10/2/2023	10/3/2023	10/12/2023	10/16/2023	10/26/2023
11/6/2023	11/7/2023	11/16/2023	11/20/2023	11/30/2023
12/4/2023	12/5/2023	12/14/2023	1/2/2024	1/11/2024
1/2/2024	1/2/2024	1/11/2024	1/16/2024	1/25/2024

2023 Schedule of Uniform Submittal Dates

Site Development Plans & Public Improvement Plans (PIPs)



Submittal Dates	Submittal Check Date	First Administrative Decision Date	Resubmittal Date	Final Administrative Decision Date
Must be received by 4:00 pm CDT (Monday unless City holiday)	All submissions must have all required items to enter review	Approved, Approved with Conditions, Denied (Thursday)	For projects that were Approved with Conditions (Monday unless City holiday)	Verify conditions have been met for Approved with Conditions projects
1/17/2023	1/17/2023	1/26/2023	1/30/2023	2/9/2023
2/20/2023	2/21/2023	3/1/2023	3/6/2023	3/16/2023
3/20/2023	3/21/2023	3/30/2023	4/3/2023	4/13/2023
4/17/2023	4/18/2023	4/27/2023	5/1/2023	5/11/2023
5/15/2023	5/16/2023	5/25/2023	5/30/2023	6/8/2023
6/19/2023	6/20/2023	6/29/2023	7/3/2023	7/13/2023
7/17/2023	7/18/2023	7/27/2023	7/31/2023	8/10/2023
8/21/2023	8/22/2023	8/31/2023	9/5/2023	9/15/2023
9/18/2023	9/19/2023	9/28/2023	10/2/2023	10/12/2023
10/16/2023	10/17/2023	10/26/2023	10/30/2023	11/9/2023
11/20/2023	11/21/2023	11/30/2023	12/4/2023	12/14/2023
12/11/2023	12/12/2023	12/21/2023	1/2/2024	1/11/2024
1/16/2024	1/16/2024	1/25/2024	1/29/2024	2/8/2024

P&Z Approvals

- 30-day timeline for plat approval includes P&Z action.
 - Important to meet quorum.
 - Zoning Board of Adjustment members can serve as alternates on P&Z.

Recommendation

- Public hearing and consider action to approve Ordinance No. 2022-28 to adopt the 2023 Schedule of Uniform Submittal Dates for Site Plans, Place Type Zoning changes, Plats, Public Improvement Plans, and Neighborhood Regulating Plans, as shown in Exhibit A, and move to include on the January 10, 2023 Consent Agenda for the second reading.

- At the November 17, 2022 Planning & Zoning Commission, the Commission recommended approval by unanimous vote.





STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Consider action to approve the first reading of Ordinance No. 2022-16 of the City Council of the City of Bastrop, Texas, updating the Bastrop Code of Ordinances, adding Chapter 13, Article 13.13, Entitled “Licensing Agreement for Attachments to Utility Facilities”; adding Section 13.13.001, “General Provisions”; adding Section 13.13.002 “Standard Licensing Agreement for Attachments to Utility Facilities”; and providing for: findings of fact, enactment, enforcement, repealer and severability, establishing an effective date, proper notice and meeting, and move to include on the January, 10 2023 agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City of Bastrop approved Ordinance 2016-35 in January of 2017 establishing a licensing agreement and establishing attachment fees. The section that this ordinance was codified to was overwritten by another ordinance in 2019. It was necessary for this ordinance to be taken back to City Council to be approved again, coded to a new section in the Code of Ordinances. Since it had been several years since this ordinance was reviewed, BP&L engaged an engineering firm to review the agreement and conduct a review on the fees being assessed.

This review took longer than expected but has been thoroughly reviewed by City Staff, legal staff and the engaged engineering firm.

FISCAL IMPACT:

Bastrop Power & Light revenue

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of first reading of Ordinance No. 2022-16 of the City Council of the City of Bastrop, Texas, updating the Bastrop Code of Ordinances, adding Chapter 13, Article 13.13, Entitled “Licensing Agreement for Attachments to Utility Facilities”; adding Section 13.13.001, “General Provisions”; adding Section 13.13.002 “Standard Licensing Agreement for Attachments to Utility Facilities”; and providing for: findings of fact, enactment, enforcement, repealer and severability, establishing an effective date, proper notice and meeting, and move to include on the January 10, 2023 agenda for a second reading.

ATTACHMENTS:

- Ordinance 2022-16
- Attachment A – Licensing Agreement for Attachments to Utility Facilities

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS UPDATING THE BASTROP CODE OF ORDINANCES, ADDING CHAPTER 13, ARTICLE 13.13, ENTITLED “LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES”; ADDING SECTION 13.13.001, GENERAL PROVISIONS”; ADDING SECTION 13.13.002 “STANDARD LICENSING AGREEMENT FOR ATTACHMENTS TO UTILITY FACILITIES”; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, A REPEALER, SEVERABILITY, ENFORCEMENT, AUTHORIZATION AND; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop is a Home Rule municipality incorporated and operating under the Laws of the State of Texas; and

WHEREAS, the City Council of the City of Bastrop, Texas recognizes a need to add to its existing articles to adopt a standard licensing agreement for attachments to City Utility Facilities; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is necessary and fiscally prudent for the City to adopt rates for fees and charges related to attachments to City Utility Facilities; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is necessary to adopt an application and application process related to attachments to City Utility Facilities; and

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

SECTION 1. FINDINGS OF FACT

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

SECTION 2. ENACTMENT

That Article 13.13 “Licensing Agreement Attachments to Utility Facilities” of the Code of Ordinances of the City of Bastrop, Texas hereby added to read as follows:

Article 13.13 – Licensing Agreement for Attachments to Utility Facilities

Section 13.13.001 – General Provisions

(a) The purpose of this section is to

- 1) assist in the management of the City Utility Facilities;
- 2) Govern the use and occupancy of the City Utility Facilities by telecommunication service and cable service providers;
- 3) Secure fair and reasonable compensation for the use and occupancy of the City Utility Facilities by telecommunications service and cable service providers in a nondiscriminatory and competitively neutral manner; and
- 4) Assist the City in its efforts to protect the public health, safety and welfare.

(b) No rights agreed in this article by the city shall be exclusive, and the city reserves the right to grant franchises, licenses, easements, or permissions to use the rights-of-ways and Utility Facilities within the city to any person as the city, in its sole discretion, may determine to be in the public interest.

(c) A licensee is not authorized to provide telecommunication service and or cable service as a telecommunication operator and or cable operator in the city under this article, but must first obtain a franchise from the city for that purpose, under such terms and conditions as may be required by law.

Section 13.13.002 - Standard Licensing Agreement for Attachments to Utility Facilities

(a) The city hereby adopts a Standard Licensing Agreement for Attachments to Utility Facilities, with Appendices as may be subsequently approved by the City Council, as shown in Exhibit A which is incorporated herein by reference as if set forth in full.

(b) The Licensing Agreement for Attachment to Utility Facilities must be submitted to the Planning and Development Department for review and consideration.

SECTION 3. REPEALER

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

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT

The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. AUTHORIZATION

The City Council authorizes the City Staff to utilize the Licensing Agreement for Attachments to Utility Facilities, which is attached and incorporated herein as Attachment A, in evaluating the potential pole attachments and contracting with the owners of the Property being conveyed to the City, including any due diligence and assessments for suitability to satisfy public purposes.

SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 8. OPEN MEETINGS

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.

READ & ACKNOWLEDGED on First Reading on the 13th day of December 2022.

READ & APPROVED on the Second Reading on the ___ day of January 2023.

APPROVED:

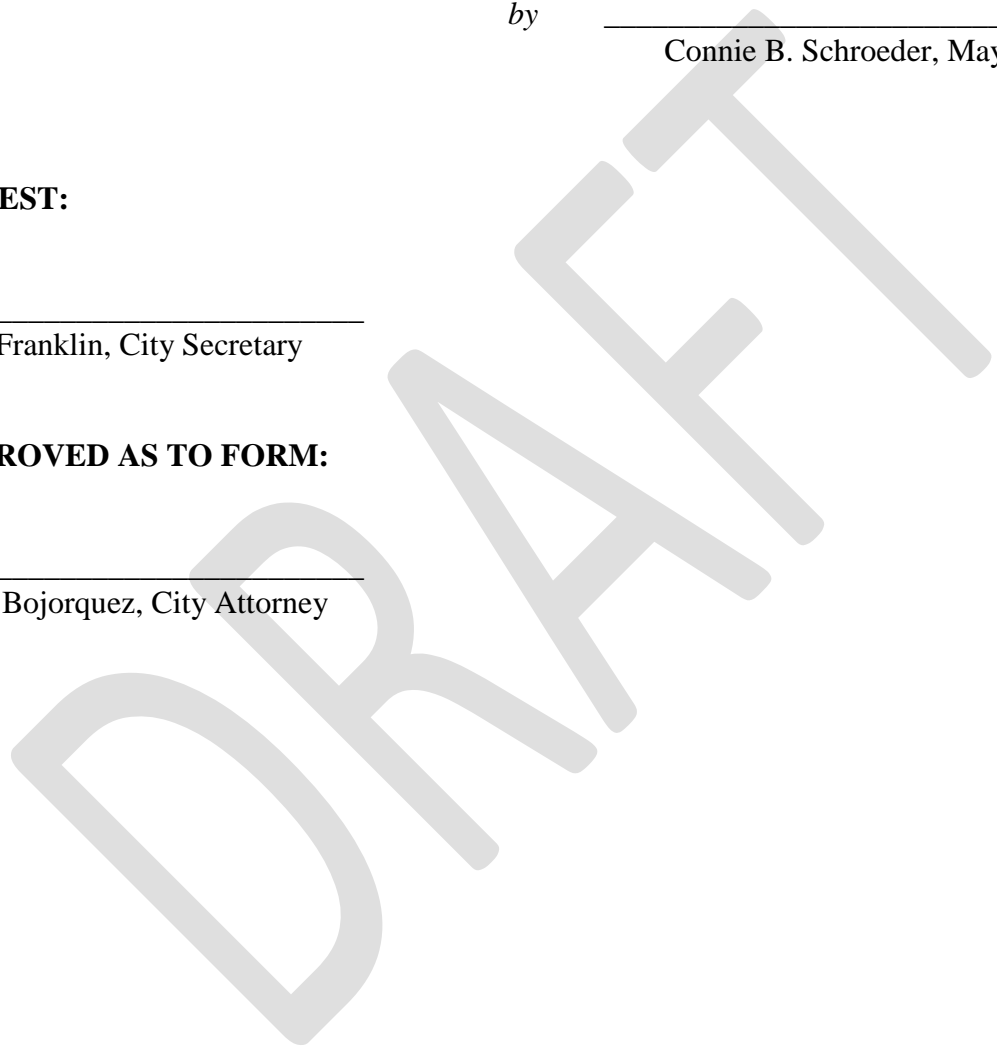
by _____
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



ATTACHMENT A

Licensing Agreement for Attachments to Utility Facilities

DRAFT

Attachment A



STANDARD LICENSING AGREEMENT FOR ATTACHMENTS TO
UTILITY FACILITIES AND
TECHNICAL DESIGN MANUAL

PREPARED BY
 **SCHNEIDER
ENGINEERING**
ENERGY. FOCUS. COMMITMENT.
TX REG. # F-1594

UPDATED
NOVEMBER 2022

What is the purpose of the City of Bastrop's Standard Licensing Agreement for Attachments to Utility Facilities and Technical Design Manual?

The City of Bastrop developed the Pole Attachment Agreement and Technical Design Manual to govern the primary relationship between the attaching entity and the City. It will serve as the primary guide and "rulebook" regarding how an attaching entity may attach to the City's facilities and delineates how the City will facilitate the attachment process.

What is the process for working with the City on a pole attachment application?

A party with an active agreement with the City of Bastrop must apply for a permit by submitting all required documents prior to any construction or attachment activities involving Bastrop Power & Light facilities through the City's website www.cityofbastrop.org under the Planning and Development page.

For most applications the attaching entity will be notified within fifteen (15) business days after the receipt of a completed application whether the application is approved or rejected. Please see Section IV of the Pole Attachment Agreement for detailed scenarios and timeframes.

Where can I get a Request to Attach to Poles Form (Appendix A) or the Request to Modify Attachments on Existing Poles Form (Appendix B)?

These forms are attached to the Pole Attachment Agreement document (part of this document set). This document can be downloaded from the City of Bastrop's website www.CityofBastrop.org

Who is the contact person(s) for applications for the City of Bastrop?

The Director of Bastrop Power & Light is the primary contact for pole attachments for the City of Bastrop. Contact information:

Email: cervin@cityofbastrop.org

Phone: 512-332-8900

Mailing Address: 1311 Chestnut Street, Bastrop, TX 78602



**STANDARD LICENSING AGREEMENT FOR ATTACHMENTS
TO UTILITY FACILITIES**

BETWEEN

CITY OF BASTROP, TX

AND

DATED:

TABLE OF CONTENTS

ARTICLE I - SCOPE OF AGREEMENT 6

ARTICLE II - EXPLANATION OF TERMS 6

ARTICLE III - SPECIFICATIONS..... 8

ARTICLE IV – JOINT POLE INVENTORY 9

ARTICLE V - ESTABLISHING ATTACHMENT TO POLES 9

ARTICLE VI - PLACEMENT OF NEW POLES 11

ARTICLE VII - RIGHT OF WAY FOR ATTACHER'S ATTACHMENTS..... 12

ARTICLE VIII - MAINTENANCE OF POLES AND ATTACHMENTS..... 12

ARTICLE IX - SAFETY INSPECTIONS..... 14

ARTICLE X - DIVISION OF COSTS 15

ARTICLE XI - UNAUTHORIZED ATTACHMENTS 19

ARTICLE XII - ABANDONMENT OF JOINT USE POLES 20

ARTICLE XIII – ADJUSTMENT PAYMENTS 21

ARTICLE XIV – FEES AND CHARGES 21

ARTICLE XV – DEFAULTS 23

ARTICLE XVI - RIGHTS OF OTHER PARTIES 23

ARTICLE XVII - ASSIGNMENTS OF RIGHTS..... 24

ARTICLE XVIII - WAIVER OF TERMS OR CONDITIONS..... 24

ARTICLE XIX - PAYMENT OF TAXES 25

ARTICLE XX - BILLS AND PAYMENT FOR WORK 25

ARTICLE XXI – NOTICES 25

ARTICLE XXII - TERM OF AGREEMENT 26

ARTICLE XXIII - EXISTING CONTRACTS 27

ARTICLE XXIV – LIABILITY 28

ARTICLE XXV – CONSTRUCTION..... 29

ARTICLE XXVI - REMEDIES CUMULATIVE 29

ARTICLE XXVII – INSURANCE..... 29

ARTICLE XXVIII – GOVERNING LAW AND VENUE 31

ARTICLE XXIX - SEVERABILITY..... 31

APPENDIX A – REQUEST TO ATTACH TO POLE(S)..... 33

APPENDIX B – REQUEST TO MODIFY ATTACHMENTS ON EXISTING POLE 35

APPENDIX C – SPECIFICATION FOR ATTACHER’S ATTACHMENTS TO UTILITY POLES 36

APPENDIX D – REFERENCE CONSTRUCTION DRAWINGS 40

Section 2. Definitions..... 3

Section 3. Prohibited and Preferred Locations of Micro Network Node, Network Node, Node Support Pole and related ground equipment..... 8

Section 4. Guidelines on Placement. 11

Section 5. General Aesthetic Requirements..... 17

Section 6. Electrical Supply 19

Section 7. Insurance, Indemnity, Bonding and Security Deposits. 20

Section 8. Requirements in Regard to Removal, Replacement, Replacement, Maintenance and Repair 21

Section 9. Installation and Inspections 24

Section 10. Requirements Upon Abandonment OF OBSOLETE MICRO Network Node, Network Node, Node Support Pole and related ground equipment. 25

Section 11. General Provisions. 26

Section 12. Administrative Hearing – Request for Exemption 29

Section 13-19 Reserved 30

Section 20. Design Manual - Updates..... 31

APPENDIX E – TECHNICAL DESIGN MANUAL (Standalone document – new page numbers)

PREAMBLE

The City of Bastrop, (hereinafter called the "Utility"), and _____, a corporation organized under the laws of the State of _____ (hereinafter called the "Attacher"), desiring to enter into this Pole Attachment License Agreement ("Agreement") for the use of Utility's poles, erected or to be erected within the areas in which both parties render service in the State of Texas, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement, do hereby, in consideration of the promises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective _____, 2022 ("Effective Date"):

WITNESSETH

WHEREAS, the Utility and the Attacher desire to continue joint use of steel or other types of poles and in the future to establish further joint use of their respective poles when and where joint use shall be of mutual advantage; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

- A. This Agreement shall be in effect in the area in which both of the Parties render service in the State of Texas, and shall cover all poles now existing or hereafter erected in the above territory when said poles are brought under this Agreement in accordance with the procedure hereinafter provided.
- B. The Utility reserves the right for good cause to exclude from use any of its facilities for objective reasons of safety, reliability, capacity, and generally applicable engineering standards.

ARTICLE II - EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

- A. **Attacher** is any entity other than the Utility who either attaches to Utility facilities or installs equipment within the public right of way.
- A. **Attachment** is any Attacher cable, wire, strand, circuit, service drop, over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the pole.
- B. **Bonded-Ground** is a pedestal or other ground mounted equipment bonded to the vertical ground on a pole but not attached to the Pole.
- C. **Cost in Place** is the cost of the bare pole, labor to install the pole and associated overheads, including engineering.

- D. **Initial Safety Inspection** is a safety inspection of Utility poles to identify and remediate non-conforming Attachments (e.g. NESC violations) and other safety conditions on Utility poles, performed after the Effective Date as explained in ARTICLE IX hereof.
- E. **Joint Pole** is a pole for which joint use is established or continued pursuant to the terms of this Agreement.
- F. **Attacher** is the party having the right under this Agreement to make and maintain Attachments on a Joint Pole that the other party owns.
- G. **Make-ready** is all work necessary or appropriate to make space for or otherwise accommodate new or changed Attachments, including, if necessary or appropriate, Rearrangements, removal and replacement of the pole, Transfers and other work incident thereto.
- H. **NESC** is the National Electrical Safety Code.
- I. **Non-guyed Service Drop** is a Service Drop that requires no guys under the Attacher's design standards or the applicable specifications of ARTICLE III - SPECIFICATIONS. (If, atypically, a wire used to connect to a customer's location were to require guying under the Attacher's design standards or the applicable specifications of ARTICLE III, then it would not be treated as a Non-guyed Service Drop under this Agreement but would be treated as a cable.)
- J. **Normal Pole** is a pole which is just tall enough to provide Normal Space, as Normal Space is hereinafter defined, for the respective parties and just strong enough to meet the requirements of the specifications mentioned in ARTICLE III - SPECIFICATIONS for the Attachments ordinarily placed by the parties in their respective Normal Spaces. Such pole for the purpose of this Agreement shall be a forty (40)-foot class 3 wood pole as classified by the pole classification tables of the American National Standards Institute. The foregoing definition of Normal Pole is not intended to preclude the use of Joint Poles shorter or of less strength than the Normal Pole in locations where such poles will meet the requirements of the parties hereto.
- K. **Normal Space** is the following described space:
1. For the Utility, the uppermost six and a half (6 ½) feet measured from top of pole on thirty-five (35)-foot poles and the uppermost nine (9) feet measured from top of pole on forty (40)-foot poles.
 2. For the Attacher a space of one (1) foot on both thirty-five (35)-foot and forty (40)-foot poles at a sufficient distance below the space of the Utility to provide at all times the minimum clearance required by the specifications mentioned in ARTICLE III - SPECIFICATIONS and at a sufficient height above ground to provide the proper vertical clearance above ground or track rails for the lowest horizontally run line wires or cables attached in such space. When practicable, the Attacher will, after the Effective Date, make its initial Attachments one foot above the lowest possible point that provides such ground clearance, which is the midpoint of its Normal Space.

3. In the event the Utility installs a pole larger than the Normal Pole solely in anticipation of its future requirements or additions, the Normal Space for the Utility, as defined above, for that pole shall be increased to include the additional above ground space provided by the Utility.
- L. **Outside Party** is any person or entity which is not a party to this Agreement and which has a right to use the pole of either party.
- M. **Permit** means authorization from the Utility to the Attacher to attach an Attachment pursuant to this Agreement.
- N. **Rearrangement** is the moving of Attachments from one position to another on a pole.
- O. **Service Drop** means a wire used to connect to a customer's location. A Service Drop may run directly from a pole used to service many customers to a specific customer's location, without the use of any other poles, or a Service Drop may itself be supported by more than one pole to carry the Service Drop to the customer's location.
- P. **Space** is the linear portion of a joint pole parallel to its axis reserved for the exclusive use of one of the parties (subject only to the exceptions provided for in this Article and the specifications mentioned in ARTICLE III - SPECIFICATIONS which in certain instances permit the making of certain Attachments by one party in the space reserved for the other party).
- Q. **Technical Design Manual** is the binding policy governing non-utility pole attachments and nodal attachments as found in Appendix E. If, in any circumstance, the Technical Design Manual and this Agreement are in conflict, this Agreement shall take precedence.
- R. **Transfer** is the removal of Attachments from one pole and the placement of them or substantially identical Attachments upon another.
- S. **Utility** means the Bastrop Power & Light Department of the City of Bastrop or any other departments designated by the Director of Bastrop Power & Light to review, approve, and manage any attachment to City facilities or installations within the public right of way.

ARTICLE III - SPECIFICATIONS

Except as otherwise provided in ARTICLE VIII - MAINTENANCE OF POLES AND ATTACHMENTS F., referring to construction that has not yet been brought into conformity with the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with all applicable: (1) accepted published modern methods; (2) requirements of the National Electrical Safety Code and subsequent revisions thereof ("NESC"); (3) lawful requirements of public authorities; and (4) the requirements of APPENDIX C. It is understood by both parties that the requirements of the NESC are minimum requirements and that reasonable, additional requirements for height and strength may be required for good practice for the given local conditions.

Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the joint use of poles, which acceptance shall not be unreasonably withheld.

ARTICLE IV – JOINT POLE INVENTORY

A. In order to transition to this Agreement from the prior Agreement, an initial Inventory may be necessary to establish the baseline total of Joint Use poles. The scope and timeframe of the initial Inventory will be mutually agreed upon in writing. The Parties shall conduct each Inventory, initial or subsequent, jointly to verify the pole ownership and number of poles with at least one Attachment belonging to the other. Such inventory may be performed by a mutually agreed upon vendor or jointly by the Parties. In lieu of a physical Inventory, the Parties may agree to a joint review of records. At each Party's own expense, the scope and proportional division of cost of such Inventory shall be identified in a separate Inventory agreement. Prior to such an undertaking, the Party desiring such Inventory shall notify the other Party at least one hundred twenty (120) days in advance of the proposed start date.

ARTICLE V - ESTABLISHING ATTACHMENT TO POLES

A. Before Attacher shall make use of Utility's Poles under this Agreement, it shall comply with the requirements set forth herein. APPENDIX A or B shall be submitted along with all required documents through the City's website www.cityofbastrop.org under the Planning and Development page.

B. APPENDIX A PROCEDURE. Except in connection with (i) the placement of Non-Guyed Service Drops; (ii) the placement of distribution terminals; (iii) the placement of power secondary wires; (iv) the placement of street lighting fixtures; (v) making safety corrections; (vi) Rearrangements or Transfers required by the Utility, whenever either party desires to place an Attachment on any pole of the other that is not then in joint use (including road improvement projects and reconstruction of pole lines) or where existing joint use consists solely of one or more Non-guyed Service Drops, it shall submit a completed written application therefor on the form attached hereto and identified as APPENDIX A or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on APPENDIX A. In the case of overlashing, Attacher may submit after-the-fact notification, so long as Appendix A information, including engineering calculations and a pole loading study, are submitted. Within fifteen (15) business days after the receipt of such completed application the Utility shall notify the applicant whether the application is approved or rejected. If so approved or if not rejected within the fifteen (15) day period, the pole will become a Joint Pole, and the Attacher shall have the right to place Attachments on such pole as provided in this Agreement. If the Utility rejects the application in whole or in part, the Utility will specify the reason(s). The application shall be rejected only for good cause. Upon receipt of notice from the Utility that the application has been approved or in

the absence of rejection of the application within fifteen (15) business days from the receipt of the completed application, and after the completion of any transferring or rearranging which is required to permit the attaching of the applicant's Attachments on such poles, including any necessary pole replacements, the applicant shall have the right as Attacher hereunder to place such Attachments on such poles in accordance with the terms of the application and of this Agreement (including ARTICLE III).

C. APPENDIX B PROCEDURE. Except in connection with (1) the placement of Non-guyed Service Drops; (ii) the placement of distribution terminals; (iii) the placement of power secondary wires; (iv) the placement of street lighting fixtures; (v) the vertical use of the unused space on a pole as provided in ARTICLE IV.E. below; (vi) Rearrangements; (vii) Transfers required by the Utility and (viii) overlashing, whenever the Attacher desires to modify its existing Attachments or place one or more additional Attachments on a Joint Pole, the Attacher shall submit a completed written application therefor on the form attached hereto and identified as APPENDIX B or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on APPENDIX B. Unless the Utility rejects the completed form within fifteen (15) business days from the date of receipt, the Attacher may proceed with making such Attachments or changes as are identified in the form in accordance with the terms of the application and this Agreement (including ARTICLE III - SPECIFICATIONS). If the Utility rejects the application in whole or in part, the Utility will specify the reason(s). The application shall be rejected only for good cause. If the Utility determines that any such Attachments do not comply with the terms of this Agreement (including the provisions of ARTICLE III), then the parties will work together to minimize the cost of correcting any such deficiencies, but the Attacher shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

D. Any Non-guyed Service Drop that is placed by Attacher on Utility's pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement. The placement of one or more Non-guyed Service Drops shall not, alone and without more, create Normal Space.

E. Either party, without following the APPENDIX A or APPENDIX B procedure, may utilize vertical unused space below its Normal Space as defined in ARTICLE II - EXPLANATION OF TERMS for street lighting, terminals, risers or other vertical Attachments if the existing joint use of such pole is authorized, such use does not interfere with the other party's operations, and such use complies with the terms of this Agreement (including the provisions of ARTICLE III - SPECIFICATIONS).

F. Each party shall place, Transfer and rearrange its own Attachments, and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. On existing poles, each party will perform any tree trimming or cutting necessary for their initial or additional Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables.

Each party shall, with due diligence, attempt at all times to execute such work promptly and in such manner as not to interfere with the service of the other party.

G. The cost of establishing the joint use of existing poles as provided herein, including the making of any necessary pole replacements, shall be borne by the parties hereto in the manner provided in ARTICLE X - DIVISION OF COSTS.

H. Joint use of a pole shall automatically be continued under the terms of this Agreement if either of the following circumstances applies:

1. The pole was a Joint Pole under the Old Joint Use Agreement as of the Effective Date.
2. Both parties had Attachments on the pole - the pole was actually in joint use – as of the Effective Date.

I. Both before and after any termination of the right to place Attachments on additional poles, the Attacher shall have the right to Transfer its Attachments from an existing pole to a new pole installed as part of a road widening project and to continue joint use on such pole. If the Attacher is materially breaching this Agreement or acting in bad faith or failing to cooperate or communicate as provided in this Agreement, the Utility may terminate the Attacher's rights under this ARTICLE V.I.

J. To facilitate the implementation of this Agreement, each party will share with the other party information about its future pole line projects, as appropriate, to facilitate the other party's planning and budgeting.

K. To facilitate any preparation of APPENDIX A or APPENDIX B, the parties' representatives will, as reasonably necessary and appropriate and if requested by a party, discuss with one another the matters that are the subject of APPENDIX A or APPENDIX B.

ARTICLE VI - PLACEMENT OF NEW POLES

A. Whenever either party hereto requires new pole facilities for any reason, including an additional pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, it may promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new poles and the character of circuits it intends to use thereon and indicating whether or not such pole facilities will be, in the estimation of the party proposing to construct the new pole facilities, suitable for joint use. In case of emergency verbal notice, the other party will preliminarily respond verbally on an expedited basis that it does or does not want to seek initial joint use of the new poles and will generally describe its planned initial Attachments. Within a reasonable period (not to exceed thirty (30) business days after the receipt of such written notice, the other party will submit an APPENDIX A if required by ARTICLE V above, and the provisions of ARTICLE V will govern.

B. Each party shall place its own Attachments on the new Joint Poles and place guys and anchors to sustain any unbalanced loads caused by its Attachments except as otherwise provided under ARTICLE V - ESTABLISHING ATTACHMENT TO POLES. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

C. Any new poles that are placed within the public right of way by any entity that are not subject to Utility use must not interfere with the safe use, operations, and maintenance of Utility facilities.

ARTICLE VII - RIGHT OF WAY FOR ATTACHER'S ATTACHMENTS

While the Utility and Attacher will cooperate as far as may be practicable in obtaining rights-of-way for both parties on Joint Poles, the Utility does not warrant or assure to the Attacher any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Attacher shall at any time be prevented from placing or maintaining its Attachments on the Utility's poles, no liability on account thereof shall attach to the Utility of the poles.

ARTICLE VIII - MAINTENANCE OF POLES AND ATTACHMENTS

A. The Utility shall maintain all Joint Poles in a safe and serviceable condition and in accordance with the specifications mentioned in ARTICLE III - SPECIFICATIONS and shall replace, reinforce or repair should a pole become defective.

B. When replacing a Joint Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement poles where risers (dips) are installed should be set as close as possible to the existing pole. The Utility will make reasonable efforts to conduct a joint field review or otherwise coordinate with Attacher to determine the location of the proposed pole. Reasonable efforts will be made to coordinate locations of risers and Non-guyed Service Drops with the locations of the power facilities serving the customer.

C. Whenever it is necessary to replace or relocate a Joint Pole, the Utility shall, before making such replacement or relocation give reasonable notice thereof by electronic mail or NJUNS (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Attacher, specifying in such notice the time of such proposed replacement or relocation and the Attacher shall at the time so specified Transfer its Attachments to the new or relocated Joint Pole.

1. Should the Attacher fail to Transfer its Attachments to the new Joint Pole on the date specified for such Transfer of Attachments (after all Utility Transfers have been accomplished), the

Utility may elect to relinquish the ownership of the old pole from which it has removed its Attachments, with the giving of verbal notice to be subsequently followed in writing. If the Utility so elects, such old pole shall thereupon, at no cost to the Attacher, become the property of the Attacher, as is, and the Attacher shall save harmless the former Utility of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such pole or of any Attachments thereon. The unused portion of the pole above the Attacher's Attachments shall be cut off and removed by the Utility before relinquishing ownership, if the pole remains in structural conflict with the power route.

2. Should the Attacher fail to Transfer its Attachments to the new Joint Pole within five (5) business days or forty-eight (48) hours in cases of emergency, after the date specified for such Transfer of Attachments and after all third party and Utility responsible Transfers have been accomplished, whichever is later ("Attacher Transfer Date"), and if the Utility does not elect to relinquish the ownership of the old pole from which it has removed its Attachments, the Utility may use its own personnel or hire a third-party contractor to make the transfer. Attacher agrees to pay the actual costs of such transfer, plus a 15% administrative fee. The intent of this paragraph is to ensure timely Transfers and minimize situation of two or more poles needlessly remaining at the same location for extended periods of time. The aforementioned provisions of this paragraph will only apply when poles are installed in a manner consistent with ARTICLE VIII.B.

D. Each party shall at all times maintain all of its Attachments in accordance with the specifications mentioned in ARTICLE III and shall keep them in safe condition and in thorough repair.

E. Each party shall be responsible for right-of-way maintenance for its own circuits at its own expense.

F. Any existing joint use construction of the parties hereto which does not conform to the specifications mentioned in ARTICLE III - SPECIFICATIONS shall be brought into conformity therewith as soon as practicable. To the extent such construction is compliant with the specifications in effective at the time of installation, neither party will be required to retrofit such existing, compliant attachments and at all times NESC grandfathering rules will apply. When such existing construction shall have been brought into conformity with said specification, it shall at all times thereafter be maintained as provided in Sections A and D of this ARTICLE VIII.

G. The cost of maintaining poles and Attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in this Agreement.

H. Where a pole currently exists, and different, new or replacement poles are needed in substantially the same place to accommodate the Attacher's desired additional Attachments or desired new joint use, then, if joint use is established or to be established as provided in this Agreement, the Utility will construct and own the new poles, and the costs will be paid as provided

in ARTICLE X - DIVISION OF COSTS. If the Utility does not commit to build the poles within the time reasonably needed by the Attacher, then the Attacher may build the poles and the costs will be paid as provided in ARTICLE X - DIVISION OF COSTS, with the party owning the existing poles owning the new poles. (This section addresses overbuilding of existing poles by the Attacher.)

I. The Utility shall have the right to require the Attacher, within ninety (90) days after the Attacher Transfer Date (as defined in ARTICLE VIII - MAINTENANCE OF POLES AND ATTACHMENTS), either (a) to Transfer its Attachments from an existing pole to a new pole that is erected to carry the same or a similar service or Attachments as those on the existing pole, or (b) to remove its Attachments from the existing pole and terminate joint use as to the existing pole. The choice of option (a) or (b) will be the Utility's. Or, if neither the Utility nor the Attacher desires a Transfer, the Utility may elect to abandon the existing pole to the Attacher as provided in ARTICLE VIII - MAINTENANCE OF POLES AND ATTACHMENTS C. I. In the case of any such Transfer, the costs of transferring the Attacher's Attachments will be paid by the Attacher, unless such Transfer is required due to the requirements of an Outside Party, in which case the Outside Party shall reimburse the Attacher upon demand. Should the Attacher fail to either abandon the existing pole, or transfer its Attachments, within the 90-day timeframe, then the Attacher shall be deemed to have agreed to Utility's transferring said Attachments at Utilities actual cost plus a 15% administrative fee.

ARTICLE IX - SAFETY INSPECTIONS

A. INSPECTION PERFORMANCE. If, at any point, the Utility has reasonable cause to believe Code Violations or unsafe conditions (or other violations of ARTICLE III) involving the Attacher exist on its system, it will provide documentation of this belief to the Attacher and may pursue additional inspections of the condition to any of the Attacher's Attachments, not precluding the annual inspection. Not more than once every year, the Utility may perform a periodic safety inspection of Utility's Poles, including Attachments under this Agreement. The scope of the safety inspection may include the entire system or may be limited to a smaller portion of the system, such as one circuit or the circuits fed by one substation, at the discretion of the Utility. At least three (3) months prior to any such safety inspection, Utility shall provide notice of the safety inspection to the Attacher, which shall describe the scope of the inspection and provide Attacher with notice of the anticipated date of the inspection. Utility and Attacher shall share equally in the cost of the Initial Safety Inspection and any subsequent safety inspection, whether performed directly by Utility or a third party contractor engaged by Utility, provided that to the extent that any person or entity which is not a party to this Agreement is also bound by contract or otherwise to share in the cost of any safety inspection, then the cost of any such safety inspection shall also be shared with any such person or entity not a party to this Agreement in accordance with its contractual or other obligations.

B. CORRECTIONS. In the event Attacher's facilities are in violation of the specifications set forth in ARTICLE III, and such violation poses an imminent danger to persons or property ("Imminent

Danger Violation”), such party shall correct such violation immediately, but at least within twenty-four (24) hours, unless otherwise agreed to by the parties. Should Attacher fail to correct such violation after notice, the Utility may correct the violation and bill the Attacher for the Actual Costs incurred plus a 15% administrative fee. Attacher shall not be subject to any safety violation penalties pursuant to a system-wide Safety Inspection provided that Attacher corrects any safety violation that is not an Imminent Danger Violation (a “Non-Imminent Danger Violation”) discovered during the Safety Inspection within eighteen (18) months of the documentation and reporting of the violation or unsafe conditions. For Safety Inspections involving a smaller scope of work (such as one circuit or the circuits fed by one substation), if any facilities of the Attacher are found to be a Non-Imminent Danger Violation, and Attacher has caused the violation, Attacher shall have sixty (60) days to correct any such violation upon written notice from Utility, or within a longer, mutually agreed-to time frame. If correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. Notwithstanding the foregoing grace periods, in the event Utility or any other third party prevents Attacher from properly correcting a Non-Imminent Danger Violation, the timeframe for correcting such violation shall be extended to account for the time during which Attacher was unable to correct the violation due to such actions of the Utility or the third party. Attacher will not be responsible for the costs associated with violations caused by others. In all circumstances, all of the parties on the Pole will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Attacher shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Attacher, including removal and replacement of the pole and all Transfers or other work incident thereto. Attacher shall insure that its employees, agents, or contractors, which Attacher causes to work on Utility Poles, will be notified of pending, unresolved Poles requiring corrective actions, prior to activities on such Poles, and Attacher shall not allow unqualified, or improperly equipped personnel to work on such poles.

C. PENALTIES. Utility may impose a penalty in the amount of one hundred (\$100) dollars for any violation caused by Attacher that is not corrected in accordance with the terms of this Agreement.

D. OBSERVED SAFETY VIOLATIONS. For avoidance of doubt, Attacher shall be required to correct any safety violations as provided herein whether or not such are observed or noticed.

ARTICLE X - DIVISION OF COSTS

A. NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST. Whenever Utility requires new pole facilities within the Attacher’s service territory for any reason, including an additional Pole line, an extension of an existing pole line, or in connection with the reconstruction of an existing Pole line, it shall make a best effort to notify Attacher to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location of the new pole. In the case of emergency, the Attacher will preliminarily respond verbally on an expedited basis that it does or does not want to attach its Attachments and will generally describe its planned Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after

the receipt of such written notice, the Attacher shall submit the notice required under ARTICLE V - ESTABLISHING JOINT USE OF POLES AND PERMISSION FOR JOINT USE. If Attacher chooses to attach to a newly installed pole(s) and requires more than the 12" of space on such pole, then the Attacher shall pay the incremental cost of the required new pole. If in connection with the construction of a pole(s) the Attacher makes the payment required by this paragraph, then the Attacher shall in the future be entitled to attach on such pole(s) even if the pole(s) does not at that time become a Joint Pole. If joint use is established pursuant to ARTICLE VI – PLACEMENT OF NEW POLES A. above, the cost to erect new Joint Poles coming under this Agreement, to construct new pole lines, or to make extensions to existing pole lines shall be borne by the parties as set forth in this ARTICLE X – DIVISION OF COSTS A. If joint use is not established pursuant to ARTICLE VI - PLACEMENT OF NEW POLES A. above, the provisions of ARTICLE X – DIVISION OF COSTS below will control.

1. A Normal Pole, or if adequate a Joint Pole smaller than the Normal Pole, shall be erected at the sole expense of the Utility.
2. A pole larger than the Normal Pole, the extra height or strength of which is due wholly to the Utility's requirements including owner's requirements for pole space in excess of Normal Space set forth in ARTICLE II - EXPLANATION OF TERMS and requirements as to keeping the Utility's wires clear of trees shall be erected at the sole expense of the Utility.
3. In the case of a pole larger than the Normal Pole, the extra height or strength of which is due wholly to the Attacher's requirements including Attacher requirement for pole space in excess of Normal Space set forth in ARTICLE II - EXPLANATION OF TERMS and requirements as to keeping the Attacher's wires clear of trees, the Utility shall pay all costs associated with the construction of a Normal Pole and the Attacher shall pay to the owner the remaining costs of erecting the larger than Normal Pole. If in connection with the construction of a pole the Attacher makes the payment required by this paragraph, then the Attacher shall in the future be entitled to its Space on such pole even if the pole does not at that time become a Joint Pole; provided, however, if the Attacher does not attach to the pole within three years from the date the pole was set, then the Attacher shall no longer be entitled to its Space on such pole.
4. In the case of a pole larger than the Normal Pole, the extra height or strength of which is due to the requirements of both parties for greater than Normal Space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such pole and the Cost in Place of a Normal Pole shall be shared equally by the Attacher and the Utility, with the rest of the cost of erecting such pole to be borne by the Utility.
5. A pole, including all appurtenances or fixtures, erected between existing poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the owner and the Attacher, which it would have been unnecessary except solely due to Attacher's use had not been undertaken, shall be erected at the sole expense of the Attacher.

B. PAYMENTS DO NOT AFFECT OWNERSHIP. Any payments for poles made by the Attacher under any provisions of this Article shall not entitle the Attacher to the ownership of any part of the poles for which it has contributed in whole or in part.

C. REPLACEMENT OF EXISTING POLES. Where an existing pole is replaced for maintenance purposes, Utility shall erect a pole adequate for the existing Attachments and additional Attachments for which Applications have been delivered, unless such Application is denied in accordance herewith, and the Utility will pay all the costs of installing the replacement pole. Attacher will pay to replace its existing Attachments. The replaced pole shall be removed and retained by Utility.

1. A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to the Utility's requirements, such as providing service, normal maintenance, or keeping the Utility's wires clear of trees, shall be erected at the sole expense of the Utility. The Utility shall bear the full expense of replacing or transferring all the Utility's Attachments and the Attacher shall bear the full expense of replacing or transferring all the Attacher's Attachments within 90 days from date Utility notifies Attacher that the new pole is ready for transfer.

2. A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to the Attacher's requirements, including Attacher's requirements as to keeping the Attacher's wires clear of trees, the Attacher shall pay to the Utility the Make-ready cost of the new pole.

3. A pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength of which is due wholly to Attacher's requirements such as providing service, correcting a safety violation or keeping Attacher's wires clear of trees, Attacher shall pay all of the Make-ready cost of the new pole, including any costs associated with replacing or Transferring Attacher's Attachments.

4. In the case of a pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength which is due to the requirements of all parties on the pole, such as when the parties share responsibility for correcting a safety violation, the difference between the Cost in Place of such pole and the Cost in Place of the existing pole shall be shared equally by the Attacher and the Utility, and other third parties, if applicable, the rest of the cost of erecting such pole to be borne by the Utility. The Utility and Attacher shall replace or Transfer all Attachments at their own expense.

5. In the case of a pole larger than the existing pole, which is installed to replace an existing pole, the extra height or strength which is due wholly to the requirements of an Outside Party, the Outside Party shall pay all of the Make-Ready cost of the new pole, including any costs associated with replacing or Transferring Attacher's Attachments.

D. **RESPONSIBILITY FOR OWN ATTACHMENTS.** Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.

E. **SERVICE DROPS.** Where an existing pole is replaced by a taller one to provide the necessary clearance for the Attacher's Service Drop, the Attacher shall pay to the Utility the installed cost of the new pole plus the labor costs of replacing or Transferring of the Attachments on the existing pole and the cost to remove the existing pole, minus any salvage value to the Utility.

F. **PAYMENT BASIS.** Payments made under the provisions of this Article may be based on the estimated or Actual Cost, as mutually agreed upon (including overhead), of making such changes but in no event, however, shall either Party be required to pay for such changes more than 120% of the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.

G. **UTILITIES INSTALLING LARGER POLES FOR UTILITY'S FUTURE USE.** In the event the Utility installs a utility pole larger than is initially required for Utility's and Attacher's use in anticipation of Utility's future requirements or additions, the additional space provided by Utility shall be reserved for Utility's sole use. Attacher may request documentation to validate the need for future space.

H. **CORRECTIVE MEASURES.**

1. If any Attachment of the Attacher is found to be in violation of the terms of this Agreement, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Attacher shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

2. If any Attachment of the Utility is found to be in violation of the terms of this Agreement, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Utility shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the pole and all Transfers or other work incident thereto.

3. If there exists a violation of the terms of this Agreement (including the provisions of ARTICLE II - EXPLANATION OF TERMS and ARTICLE III - SPECIFICATIONS), and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies; provided, however, that if a party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in any costs. Such a modification shall not relieve a party from sharing in such costs if the party making the modification could still have been a cause of any deficiency that remains.

4. If one or more Outside Party Attacher(s) caused the violation, then such Outside Party Attacher(s) will pay the corrective costs incurred by all who have Attachments on the pole, including for the Attacher, Utility and any other Attachers; and the Utility will make reasonable effort to cause the Outside Party to make such payment.

I. WHEN EXISTING POLES NOT IN JOINT USE BECOME JOINT POLES.

1. If an existing pole not in joint use was constructed before the Effective Date and becomes a Joint Pole, the Attacher shall pay all necessary Make-ready costs associated with the Attacher attaching to the pole.

2. If an existing pole not in joint use was constructed after the Effective Date and becomes a Joint Pole, then:

a. The Attacher shall pay all Make-ready costs associated with the Attacher attaching to the pole if (i) the Utility gave notice pursuant to ARTICLE VI.A. but (a) the Attacher did not, if required, submit an APPENDIX A as provided in ARTICLE V - ESTABLISHING JOINT USE OF POLES AND PERMISSION FOR JOINT USE and, if applicable, ARTICLE VI.A.; or (ii) both (a) the pole is a Normal Pole or larger and (b) was constructed in connection with a project involving three (3) or fewer poles.

b. If (i) the Utility did not give notice pursuant to ARTICLE VI.A. with respect to the pole, and (ii) either (a) the pole is smaller than a Normal Pole or (b) the pole was constructed in connection with a project involving four (4) or more poles, then the Utility shall pay all Make-ready costs associated with the Attacher attaching to the pole.

J. BUILDING DOWN. If one party installs Attachments that encroach or needs to install Attachments that would encroach upon the other party's use of its own Normal Space (sometimes known as "building down"), the party installing or needing to install such Attachments must pay the Make-ready costs necessary to permit the other party to use its own Normal Space.

K. MAKE-READY WHEN APPENDIX A OR APPENDIX B NOT REQUIRED. Except as provided in ARTICLE X.I. above, the Utility shall not be obligated to pay Make-Ready costs for any initial or additional Attacher Attachment for which an APPENDIX A or APPENDIX B is not required.

ARTICLE XI - UNAUTHORIZED ATTACHMENTS

If any Attachment made after the Effective Date of this Agreement is identified for which the APPENDIX A or APPENDIX B requirements (as set forth herein) have not been satisfied ("Unauthorized Attachment"), then the Attacher shall pay to the Utility a one-time fee of fifty dollars (\$50) per pole plus a sum equal to the adjustment payments that would have been payable from and after the date the Attachment was first placed on the Utility's pole as determined from Attacher's records or other evidence; provided, however, that if the date on which the Attachment was made cannot be determined, then the Attacher will pay a sum equal to the adjustment payments that would have been payable from and after the date the last Actual Inventory of Joint

Poles was conducted, subject to any applicable laws regarding statutes of limitations. In addition, the Utility may, without prejudice to its other rights or remedies under this Agreement, require the Attacher to submit within fifteen (15) business days of verification by Attacher that an Attachment is an Unauthorized Attachment (provided that Attacher has 30 days to verify or deny that an Unauthorized Attachment exists upon receiving written notice from Utility), an APPENDIX A or APPENDIX B, as appropriate, along with supporting engineering design data for each such Attachment, and upon review of such information, the Utility may require the Attacher to make or pay for such modifications as may be specified by mutual consent of the parties or if non-approval of APPENDIX A or APPENDIX B is justified, remove the Unauthorized Attachment at Attacher's expense within 90 days or by mutual agreement after Attacher has verified that the Attachment is an Unauthorized Attachment. If Attacher has failed to submit an APPENDIX A or APPENDIX B, as appropriate, or has not removed such Unauthorized Attachments within the 90 days or by mutual agreement if such non-approval is justified, then the Utility may remove such Attachments at the Attacher's expense and with no liability to Utility, in which event the Attacher shall reimburse the Utility upon demand for the cost the Utility incurred in making such removal and shall indemnify and save the Utility harmless from and against all loss, liability, or expense (including but not limited to claim of third parties) resulting from the removal of such Unauthorized Attachment, except in cases of negligence, gross negligence or intentional misconduct. Nothing herein shall relieve the Attacher of its obligation to maintain Attachments at all times in conformity with ARTICLE III - SPECIFICATIONS.

ARTICLE XII - ABANDONMENT OF JOINT USE POLES

- A. If the Utility desires at any time to abandon any Joint Pole, it shall, except as provided in ARTICLE VIII - MAINTENANCE OF POLES AND ATTACHMENTS C., give the Attacher notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such pole. If at the expiration of said period the Utility shall have no Attachments thereon, but Attacher has not removed its Attachments, such pole shall thereupon become the property of the Attacher, as is, and the Attacher shall save harmless Utility from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such pole or of any Attachments thereon; and shall pay the Utility the then depreciated value in place of the pole to the Utility. The Utility shall further evidence transfer of title to the pole by appropriate means. Credit shall be allowed for any payments which the Attacher may have made under the provisions of ARTICLE X - DIVISION OF COSTS, when the pole was originally set, provided the Attacher furnishes proof of such payment.
- B. The Attacher may at any time abandon the use of a Joint Pole by removing therefrom any and all Attachments it may have thereon and by giving written notice thereof.

ARTICLE XIII – ADJUSTMENT PAYMENTS

A. At intervals of five (5) years, unless otherwise mutually agreed by the parties, an actual inventory of Joint Poles shall be made by representatives of the parties (the "Actual Inventory"). At the request of either party, an Actual Inventory shall be initiated within a year of the Effective Date and be promptly completed as the parties may more particularly agree. For the purpose of such Actual Inventory, any pole used by the Attacher for the sole purpose of attaching wires or cables thereto shall be considered a Joint Pole. Each Outside Party shall pay a prorated share of the cost of performing the Actual Inventory, based on the number of poles to which each Attacher has Attachments on Utility's poles.

B. For a year in which there is no Actual Inventory, the number of Joint Poles used in calculating the adjustment payments provided for herein shall be based on the number of applications submitted by the Attacher.

C. For a year for which there is an Actual Inventory, the adjustment payments provided for herein shall be based on the Actual Inventory; but there shall also be the adjustment provided for in ARTICLE XIII.D. below.

D. For a year for which there is an Actual Inventory, the following adjustment shall be made:

1. The difference between the number of Joint Poles found by the Actual Inventory for the year in question and the number of Joint Poles found by the previous Actual Inventory, whenever conducted, including any Actual Inventory conducted prior to the Effective Date of this Agreement, shall be prorated evenly based on the assumption that such poles were added evenly over the years between the Actual Inventories in order to calculate, on the basis of such proration, a prorated number of poles for each year between the year of the previous Actual Inventory and the year of the present Actual Inventory.

2. If the adjustment payment so calculated pursuant to this section is greater than the adjustment payment that was actually made, the difference shall constitute an additional amount owed by the Attacher to the Utility; if less, the difference shall constitute an amount owed by the Utility or a credit to the Attacher.

ARTICLE XIV – FEES AND CHARGES

A. Payment of Fees and Charges. Attacher shall pay to Utility fees and charges and shall comply with the terms and conditions specified in the Agreement.

B. Payment Period. Unless otherwise expressly provided, Attacher shall pay any invoice it receives from Utility pursuant to this Agreement within thirty (30) calendar days after Attacher receives the invoice.

C. The applicable computation of payments and calculations as above provided shall be made on or about December 1st of the calendar year prior to the Attachment rental year, each party

acting in cooperation with the other. For example, on or about December 1st, 2022, Utility will issue the rental invoice for the rental period covering January 1, 2023 through December 31, 2023.

D. Annual Pole Attachment Fee per pole per year shall be as follows:

Duration: Jan.1, 2022 - Dec. 31, 2022

Rate: \$15.20

For years 2024 and after, the annual adjustment payment shall be determined by applying the most recent twelve (12) months' percentage change in the Handy Whitman Index (HWI) July index numbers for the North Central Region Account 364, Poles Towers and Fixtures, to the previous year's rate. In the event the HWI is no longer usable for this purpose, the parties shall use the Consumer Price Index-All Urban Consumers-Not Seasonally Adjusted for the Midwest Urban area, or such other index as is the closest equivalent thereof. The rate for each such year shall be calculated as in the following example:

For 2022, the adjusted rate would be the Percentage of Change (PC) in the HWI 2021 and the HWI 2020 multiplied by the Amount Payable by Attacher (in 2021).

OR: $AC = AP + IC$ where

AC = Adjusted Rate Current Year (for 2022)

AP = Adjusted Rate Previous Year for the Attacher and Utility

IC = Incremental Change = $PC \times AP$

$PC = (HWI\ 2021 - HWI\ 2020) / HWI\ 2021$

The adjusted rates for subsequent years would be calculated in like manner.

F. Notwithstanding any other provision hereof, a pedestal or other ground mounted equipment with a Bonded-Ground will have a one-time attachment fee of fifty dollars (\$50) rather than an annual pole charge. The fee is tabulated at the time of the Actual Inventory. During the Actual Inventory, there shall be a count of the total number of pedestals or mounted equipment with a Bonded-Ground. Subtracted from this count will be the prior Actual Inventory count of the total number of pedestals or mounted equipment with a Bonded-Ground. The increase will be billed at a rate of fifty dollars (\$50).

G. Non-Recurring Fees:

a. Permit Application Fee:

Number of Poles Affected	Application Fee (Per Application)
1-10	\$50
11-20	\$150

21-25	\$250
26+	Cost Estimate Will Be Provided

- b. Make Ready Charges: See Article X
- c. Miscellaneous Charges: See Article X
- d. Unauthorized Attachment Fee: See Article XI
- e. Safety Inspection Fees: See Article IX
- f. Inventory Inspection Fees: See Article XIII
- g. Timely Transfer Fees: See Article VIII

ARTICLE XV – DEFAULTS

A. If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after due notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default insofar as concerns the granting of future joint use and if such default shall continue for a period of ninety (90) days after such suspension, the party not in default may forthwith terminate this Agreement.

B. If after reasonable notice either party shall make default in the performance of any work it is obligated to do under this Agreement at its sole expense, the other party may elect to do such work, and the party in default shall reimburse the other party for the cost thereof. Failure on the part of the defaulting party to make such a payment within thirty (30) days upon presentation of bills therefor shall, at the election of the other party, constitute a default under this ARTICLE XV.

ARTICLE XVI - RIGHTS OF OTHER PARTIES

A. If either of the parties hereto has, prior to the execution of this Agreement, conferred upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such Outside Parties shall be in accordance with the requirements of ARTICLE XVI.B. below, except where such Outside Parties have by agreements entered into prior to the execution of this Agreement acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. The Utility shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.

B. If either party hereto desires to confer upon Outside Parties, by contract or otherwise, rights or privileges to attach to any of its poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the

following: (1) such Attachments shall be maintained in conformity with the requirements of ARTICLE III - SPECIFICATIONS, and (2) such Attachments shall not be located within the space allocation of Attacher. The Utility shall derive all of the revenue accruing from such Outside Parties.

C. With respect to any rights and privileges granted by pole owner under this Article to others not parties hereto, owner shall reimburse Attacher's cost for transferring and rearranging Attacher's Attachments to provide space for Attachments for such Outside Parties.

D. Outside Parties shall be responsible for their pro rata share of any costs mentioned in ARTICLE X-DIVISION OF COSTS.

ARTICLE XVII - ASSIGNMENTS OF RIGHTS

Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Joint Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it or associated or affiliated with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the Attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such pole by the permission as aforesaid of either party herein shall be considered as the Attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

ARTICLE XVIII - WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XIX - PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon Joint Poles, and the taxes and the assessments which are levied on Joint Poles shall be paid by the pole owner Utility, but any tax, fee, or charge levied on Utility's poles solely because of their use by the Attacher shall be paid by the Attacher.

ARTICLE XX - BILLS AND PAYMENT FOR WORK

A. Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs and such other party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

B. All amounts to be paid by either party under this Agreement shall be due and payable within thirty (30) days after the invoice is received. Except as provided in ARTICLE XX.C. below, any payment not made within thirty (30) days from the due date shall bear interest at the rate of a half percent (.5%) per month until paid, or if a half percent (.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law. If party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.

C. A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of a half percent (.5%) per month until paid, or if a half percent (.5%) exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within thirty (30) days of receipt of substantiation and determination of the correct amount.

ARTICLE XXI – NOTICES

A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

Attacher:

Utility

Title: Bastrop City Manager

Email: scarrillo@cityofbastrop.org Phone: 512-332-8800

Mailing Address: 1311 Chestnut Street, Bastrop, TX 78602

B. By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in ARTICLE XXI.A. above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).

C. Response to any notice or APPENDIX A or APPENDIX B shall be made to the sender rather than to the person designated in ARTICLE XXI.A. or ARTICLE XXI.B. above.

D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable electronic means, such as email or facsimile.

E. A second copy of any notice given under ARTICLE XV – DEFAULTS shall be given to the following persons, who may from time to time be changed by written notice:

Attacher:

Utility

Title: Director of Bastrop Power & Light

Email: cervin@cityofbastrop.org

Phone: 512-332-8900

Mailing Address: 1311 Chestnut Street, Bastrop, TX 78602

F. The parties will develop and maintain a joint form designating the people to whom notices shall be given pursuant to the foregoing.

ARTICLE XXII - TERM OF AGREEMENT

A. The Attacher shall have 180 days from the date the Utility has issued a Permit to complete attachment of Attacher's Attachment. If the Attachment has not been completed within the 180-day period, the Permit shall terminate without further notice to Attacher as to any pole or poles covered by the Permit to which Attacher has not attached its Attachment.

B. If at any time after Attacher has attached its Attachment to the Utility's poles, the Utility is informed or has reason to believe that such Attachment is not authorized by any governmental

authority or private property owner, then Attacher shall remove its Attachment from any of the Utility's poles immediately after receiving notice from the Utility of such circumstance and the Permit covering such poles shall automatically terminate, provided, however, if Attacher is in the process of disputing such lack of authority, and has received permission to remain on the pole pending the outcome of the dispute, Attacher may maintain its Attachment without any liability to Utility thereto.

C. The Utility may, in addition to seeking any other remedy available to it, terminate this Agreement or any Permit issued under this Agreement if Attacher fails to comply with any of the provisions of this Agreement and fails within 30 days (or such longer reasonable period if a 30 day cure period is not possible) after written notice from the Utility to correct such neglect, refusal, or default.

D. In the event a governmental entity at any time requires the Utility to remove 1 or more of its poles, any Permit issued to Attacher for such poles shall automatically terminate as to such poles, in which event the Utility shall refund to Attacher any unearned payments made pursuant to this Agreement.

E. Attacher may at any time terminate any right to attach an Attachment to any pole by removing its Attachment from such pole and notifying Utility of such removal. The Permit covering such pole shall terminate upon receipt of such notice by the Utility. Attacher may at any time terminate this Agreement by removing all of its Attachments from all of the Utility's poles and notifying the Utility of such removal.

F. Except as otherwise provided in this Agreement, the Attacher shall have 60 days within which to remove its Attachments from the Utility's pole or poles upon termination of this Agreement or of a Permit issued under this Agreement. If the Attacher fails to remove its Attachments from the Utility's pole or poles within such 60-day period, the Utility shall have the right to remove the Attacher's Attachments from said pole or poles, without notice or liability of any kind to the Attacher, in which event the Attacher shall reimburse the Utility upon demand for the cost the Utility incurred in making such removal. The Attacher shall indemnify and save the Utility harmless from and against all loss, liability, or expense resulting such removal, including but not limited to claims of third parties.

G. All Permits issued under this Agreement shall automatically terminate upon termination of this Agreement.

ARTICLE XXIII - EXISTING CONTRACTS

All existing agreements for Pole attachment license between the parties, and all amendments thereto (hereinafter "Old Joint Use Agreement") are by mutual consent hereby abrogated and superseded by this Agreement.

Nothing in the foregoing shall preclude the parties to this Agreement from entering such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this Agreement.

ARTICLE XXIV – LIABILITY

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or to the property of either party, or for injuries to other persons or their property arising out of the joint use of poles under this Agreement, or due to the proximity of the parties' Attachments to such Joint Poles, the liability for such damages as between the parties hereto shall be as follows:

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

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

C. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

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

E. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY SUCH PARTY OR BY ANY SUBSCRIBER, CUSTOMER OR PURCHASER OF SUCH PARTY FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE, REGARDLESS OF THE THEORY OF

LIABILITY UPON WHICH ANY SUCH CLAIM MAY BE BASED OR WHETHER IT (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

ARTICLE XXV – CONSTRUCTION

This Agreement was drafted by all parties to it and is not to be construed against any party. Neither the negotiations of the language of this Agreement, nor prior drafts of this Agreement, nor the inclusion or exclusion of any language from prior drafts shall be admissible or probative as to the meaning of this Agreement.

ARTICLE XXVI - REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

In witness whereof the parties hereto, have caused these presents to be executed in two (2) counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

ARTICLE XXVII – INSURANCE

A. Policies Required. At all times during the term of this Agreement, Attacher shall keep in force and effect all insurance policies as described below:

1. Workers Compensation and Employers' Liability Insurance. Statutory workers' compensation benefits and employers' liability insurance with a limit of liability no less than that required by Texas law at the time of the application of this provision for each accident. This policy shall be endorsed to include a waiver of subrogation in favor of Utility. Attacher shall require subcontractors and others not protected under its insurance to obtain and maintain such insurance.

2. Insurance Policy. All insurance policies shall be in strict accordance with the City's rights-of-way management ordinance (Ord. No. 2017-31), and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

3. Property Insurance. Each party will be responsible for maintaining property insurance on its own facilities, buildings, and other improvements, including all equipment, fixtures, and utility structures, fencing, or support systems that may be placed on, within, or around Utility facilities to protect fully against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as extended coverage insurance or self-insure for such exposures.

B. Qualification; Priority; Contractors' Coverage. The insurer must be authorized to do business under the laws of the state of Texas and have an "A" or better rating in Best's Guide. Such

insurance will be primary. All contractors and all of their subcontractors who perform work on behalf of License shall carry in full force and effect, workers' compensation and employers' liability, comprehensive general liability, and automobile liability insurance coverages of the type that Attacher is required to obtain under this ARTICLE XXVII with the same limits.

C. Certificate of Insurance; Other Requirements. Prior to the execution of this Agreement and prior to each insurance policy expiration date during the term of this Agreement, the Attacher will furnish the Utility with a certificate of insurance ("Certificate") and, upon request, certified copies of the required insurance policies. The Certificate shall reference this Agreement and workers' compensation and property insurance waivers of subrogation required by this Agreement. The Utility shall be given thirty (30) calendar days advance notice of cancellation or nonrenewal of insurance during the term of this Agreement. The Utility, its council members, board members, commissioners, agencies, officers, officials, employees and representatives (collectively, "Additional Insureds") shall be named as Additional Insureds under all of the policies, except workers' compensation, which shall be so stated on the Certificate. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. All policies may be written with deductibles, not to exceed \$100,000, or such greater amount as expressly allowed in writing by the Utility. Attacher shall defend, indemnify and hold harmless the Utility and Additional Insureds from and against payment of any deductible and payment of any premium on any policy required under this Article. Attacher shall obtain Certificates from its agents, contractors, and their subcontractors and provide a copy of such Certificates to the Utility upon request.

D. Limits. The limits of liability set out in this Article XXVII may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal, or other governmental compensation plans, or laws that would materially increase or decrease Attacher's exposure to risk.

E. Prohibited Exclusions. No policies of insurance required to be obtained by Attacher or its contractors or subcontractors shall contain provisions that: (1) exclude coverage of liability assumed by this Agreement with Utility except as to infringement of patents or copyrights or for libel and slander in program material, (2) exclude coverage of liability arising from excavating, collapse, or underground work, (3) exclude coverage for injuries to Utility's employees or agents, or (4) exclude coverage of liability for injuries or damages caused by Attacher's contractors or the contractors' employees, or agents. This list of prohibited provisions shall not be interpreted as exclusive.

F. Deductible/Self-insurance Retention Amounts. Attacher shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

G. Additional Insurance. The Utility shall have the right at any time to require public liability insurance and property damage liability insurance in greater amounts than those required in this ARTICLE XXVII. In any such event, the additional premium or premiums payable solely as the result of such additional insurance coverage shall be payable by Utility within thirty (30) days of the Attacher providing proof of such additional premium to the Utility and requesting payment therefor.

ARTICLE XXVIII – GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Texas without regard to its rules regarding choice of law. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the State Courts within Bastrop County in the State of Texas, and the parties expressly waive the right to bring any legal action or claims in any other courts.

ARTICLE XXIX - SEVERABILITY

The provisions (or parts thereof) of this Agreement shall be severable. In the event that any provision (or part thereof) of this Agreement is determined to be illegal, invalid, or otherwise enforceable, then such illegality, invalidity or unenforceability shall not affect or impair the remainder of this Agreement.

In witness whereof the parties hereto, have caused these presents to be executed in two (2) counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

Utility

By:

Printed Name

Title

Date

Attacher

By:

Printed Name

Title

Date

APPENDIX A – REQUEST TO ATTACH TO POLE(S)

Attacher Job Number _____ (to be completed by Attacher)

Pole Owner Job Number _____ (to be completed by Pole Owner)

REQUEST FOR POLE OWNER'S APPROVAL TO PLACE ATTACHMENTS ON A POLE: *(To be completed by the Attacher)*

Make-ready work required: Yes ____ No ____ Number of poles affected:

To: _____

POLE OWNER

DATE OF REQUEST

ADDRESS

This is to request permission for this Company to use jointly certain of your poles under the terms and conditions of our agreement for Pole Attachment License Agreement ("Agreement"). Our present plan is to start this work about _____, 20__ and complete the work about, _____, 20__.

Attached are copies, which contain the above job number, of detailed construction plans and drawings, together with necessary maps, to indicate specifically your poles that we wish to use jointly, the point of attachment on each pole, the number and character of the attachments to be placed on such poles (including messenger type, cable type, guy type, anchor type, and anchor distance from poles), any rearrangements of fixtures and equipment necessary, as well as any relocations or replacements of existing poles, and any additional poles that may be required, in accordance with the procedure provided in Articles IV and V of the Agreement.

The included technical information represents our proposed facilities, and any changes in cables, messengers, guys, anchors, or points of attachment above ground will be submitted to the Pole Owner for approval prior to construction. Should additional information be required by the Pole Owner for verification of compliance with the NESC or other applicable standards, the Attacher will provide such information.

The Attacher will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for the Attacher's proposed service and all easements, licenses, rights-of-way and permits necessary for the proposed use of these poles.

Number of poles affected: _____

If the joint use proposed is agreeable, please signify your approval of this request in the spaces provided and return a copy to the Applicant.

ATTACHER (COMPANY NAME)

CONTACT NUMBER

NAME OF APPLICANT

SIGNATURE OF APPLICANT

ADDRESS

TITLE

APPROVAL TO PROCEED WITH ATTACHMENTS: *(To be completed by the Pole Owner and sent to the Applicant)*

DATE

This is to advise you that the above request to use jointly certain poles of this system is approved. You may proceed with such joint use of poles on the terms and conditions of the Agreement referred to above, under the conditions outlined in your request, and subject to the changes and rearrangements at a cost to you of \$_____.

TITLE OF POLE OWNER'S REPRESENTATIVE

SIGNATURE OF POLE OWNER'S REPRESENTATIVE

CONTACT NUMBER

APPENDIX B – REQUEST TO MODIFY ATTACHMENTS ON EXISTING POLE

Attacher Job Number _____ (to be completed by Attacher)

Pole Owner Job Number _____ (to be completed by Pole Owner)

APPLICATION TO ADD OR MODIFY ATTACHMENTS ON AN EXISTING JOINT USE POLE: *(To be completed by the Attacher)*

Make-ready work required: Yes ____ No ____ Number of poles affected:

To: _____
POLE OWNER

DATE OF REQUEST

ADDRESS

This is to apply to add or modify attachments on existing joint use poles under the terms and conditions of our agreement for Pole Attachment License Agreement ("Agreement"). Our present plan is to start this work about _____, 20__ and complete the work about, _____, 20 __.

Attached are copies, which contain the above job number, of detailed construction plans and drawings, together with necessary maps, to indicate specifically the attachments we intend to add or modify, the point of attachment on each pole, the number and character of the attachments currently installed and those to be placed, replaced, or removed on such poles (including messenger type, cable type, guy type, anchor type, and anchor distance from poles), any rearrangements of fixtures and equipment necessary, as well as any relocations or replacements of existing poles, and any additional poles that may be required, in accordance with the procedure provided in Articles IV and V of the Agreement.

The included technical information represents our existing and proposed facilities, and any changes in cables, messengers, guys, anchors, or points of attachment above ground other than those listed will be submitted to the Pole Owner for verification of compliance prior to construction. Should additional information be required by the Pole Owner for verification of compliance with the NESC or other applicable standards, the Attacher will provide such information. The Attacher will obtain all authorizations, permits, and approvals from all Municipal, State, and Federal authorities to the extent required by law for the Attacher's proposed service and all easements, licenses, rights-of way and permits necessary for the proposed use of these poles. If the additions or modifications proposed are agreeable, please signify your approval of this request in the spaces provided and return a copy to the Applicant.

ATTACHER (COMPANY NAME)

CONTACT NUMBER

NAME OF APPLICANT

SIGNATURE OF APPLICANT

ADDRESS

TITLE

APPROVAL TO PROCEED WITH ATTACHMENTS: *(To be completed by the Pole Owner and sent to the Applicant)*

DATE

This is to advise you that the above request to use jointly certain poles of this system is approved. You may proceed with such joint use of poles on the terms and conditions of the Agreement referred to above, under the conditions outlined in your request, and subject to the changes and rearrangements at a cost to you of \$_____.

TITLE OF POLE OWNER'S REPRESENTATIVE

SIGNATURE OF POLE OWNER'S REPRESENTATIVE

CONTACT NUMBER

APPENDIX C – SPECIFICATION FOR ATTACHER’S ATTACHMENTS TO UTILITY POLES

Attacher, when making Attachments to Utility Poles, will adhere to the following engineering and construction practices.

A. All Attachments shall be made in accordance with ARTICLE III – SPECIFICATIONS.

B. Clearances

1. Attachment and Cable Clearances: Attacher's Attachments on Utility Poles, including metal attachment clamps and bolts, metal cross-arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code ("NESC") and in drawings and specifications Utility may from time to time furnish Attacher. (See Drawings A-01 to A-11.)

2. Service Drop Clearance: From the pole to the home/building the parallel minimum separation between Utility's service drops and communications service drops shall be twelve (12) inches, per NESC 235Clb (exception 3). (see drawing A-5)

3. Other Drop Clearances: All other drop clearances at the mid-span must conform to NESC table 235-6 (or its successor).

a. Sag and Mid-Span Clearances: Attacher will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are: (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of twelve (12) inches of separation must be maintained between all telecommunication cables that meet NESC rule 230E 1 (includes common phone, CATV, and fiber optic cables lashed to an effectively grounded messenger strand, or self-supporting cables).

NESC table 235-6 requires:

- 12" from neutral (by exception #16)
- 30" from supply lines carrying 0 to 8.7 kV (secondary)
- 30" plus 0.4" per kV in excess of 8.7 (primary)

4. Vertical Risers: All risers, including those providing 120/240 volt power for Attacher's equipment enclosure, shall be placed on the quarter faces of the pole and must be installed in conduit with weatherhead (if possible), attached to the pole with stand-off brackets. A two- (2) inch clearance in any direction from cable, bolts, clamps, metal supports, and other equipment shall be maintained. (See Drawings A-02 and A-04.)

5. Climbing Space: A clear climbing space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper climbing space on the face of the Utility pole. Attacher's cable/wire Attachments shall be placed on the same side of

the pole as those of other Attaching Entities. In general, all other Attachments and risers should be placed on pole quarter faces. (See Drawing A-09.)

6. Pedestals and Enclosures: Every effort should be made to install pedestals, vaults and/or enclosures at a minimum of four (4) feet from poles or other Utility facilities, or the distance specified by the Utility, whichever is greater.

1. License shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Utility's poles by Attacher's Attachments. Anchors must be guyed adequately.

2. Anchors and guy wires must be installed on each Utility pole where an angle or a dead-end occurs. Attacher shall make guy attachments to poles at or below its cable Attachment. No proposed anchor can be within four (4) feet of an existing anchor without written consent of Utility.

3. Attacher may not attach guy wires to the anchors of Utility or third-party user without the anchor owner's specific prior written consent.

4. No Attachment may be installed on a Utility pole until all required guys and anchors are installed. No Attachment may be modified, added to, or relocated in such a way as will materially increase the stress or loading on Utility poles until all required guys and anchors are installed.

5. Attacher's down guys, if needed, shall be bonded, to the vertical ground wires of Utility's pole, in accordance to NESC rule 92C. If there is no vertical ground present at the pole, the connections to the system neutral are to be made by the Utility as an item of Make-ready work. Utility will determine if guys should be grounded or insulated.

D. Certification of Attacher's Design

1. Attacher's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Texas, certifying that Attacher's aerial cable design fully complies with the NESC and Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.

2. This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Utility's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

E. Miscellaneous Requirements

1. Attachments: All Attachments will be made on the street side of the pole unless otherwise approved by Utility

2. Cable Bonding: Attacher's messenger cable shall be bonded according to NESC rule 92C 1 as a minimum, or at every pole with a vertical ground, as determined by the Utility. If no ground exists

on a pole to be bonded, Attacher shall install a pole ground in accordance with the attached detail drawing. (See Drawings A-03 to A-04.)

3. Customer Premises: Attacher's service drop into customer premises shall be protected as required by the most current edition of the NEC.

4. Communication Cables: All communications cables/wires not owned by Utility shall be attached within the communications space that is located 40 inches below the lowest Utility conductors. (See Drawings A-01 through A-11.)

5. Riser Installations: All Attacher's riser installations shall be in utility-approved conduit materials and placed on stand-off brackets. Ground wires may be attached directly to pole. (See Drawings A-02 to A-04.)

6. Tagging: On every other pole, Attacher's mainline cables shall be identified with a band-type communications cable tag or other identification acceptable to Utility within twelve (12) inches of the pole. The communications tag shall be consistent with communication industry standards and shall include at least the following: Attacher name and emergency contact number.

F. Distributed Antenna System

1. The applicant is responsible for responding to any and all community concerns or complaints related to the antenna, including aesthetic appearance, health concerns due to radio frequency emissions, etc.

2. Applicants seeking to attach pole-top antennas must provide the utility with the following:

a. Spec sheets (including typical attachment drawings) and design information for the equipment proposed for attachment;

b. Maps detailing locations for proposed attachment.

3. The Utility must approve the design and mounting requirements for all pole-top, and other type antennas.

4. The Utility must approve all pole locations selected for antenna placement.

5. Proposed pole-top antenna locations must have adequate pole space and not exceed the pole's maximum loading. The applicant is solely responsible for all associated Make-ready costs needed to bring the pole into compliance.

a. Only one antenna will be allowed on a pole.

6. Poles selected for pole-top antennas must meet the following criteria

a. Must be a tangent pole;

b. Poles selected must not have existing equipment (regulators, gang switches, capacitors, etc.);

c. Pole must be readily accessible by bucket truck;

d. Minimum of a class 3 pole.

7. Antennas must be a minimum of 5 feet above the highest electric attachment.
 - a. Pole extensions are not permitted.
 - b. In most cases, the pole must be changed out.
 - c. The Applicant will be responsible for the cost of the pole-loading analysis (if required by the Utility).
 - d. In the event the total height of the pole with the antenna attachment exceeds 60 feet, NESC rule 250D shall apply to the pole-loading analysis.
8. All pole-top antennas will be installed by the Utility or a contractor approved by the Utility.
9. A new ground rod is required at all pole-top antenna locations.
10. Antenna riser cables and grounds must be installed in a minimum of Schedule 40 conduit not larger than 2 inches.
11. All antenna power sources must have a lockable disconnect installed, to allow for the antenna power source and any back-up power sources to be disconnected. The Attacher must provide the Utility with access to the disconnect by providing keys or combination to the lock. Disconnect and meter boxes must be installed according to Utility's standards.
12. Where required, two RF warning signs must be installed. One RF warning sign must be placed at eye level, and a second sign must be placed at the pole top, just beyond where the safe approach distance ends. The sign must include the Utility's name, contact number, and the approach distance of the antenna
 - a. The applicant must provide the Utility with documentation that confirms all RF emissions comply with applicable laws governing RF exposure levels
13. Applicants seeking to attach antennas to streetlight arms must provide Utility with the following:
 - a. Spec sheets and design information for the equipment proposed for attachment;
 - b. Maps detailing locations for proposed attachment.
14. The Utility must review and approve the design and mounting requirements for antennas prior to the commencement of any installation.
15. All antennas must clamp to the streetlight arm. Holes drilled in the arm or bracket will not be permitted.

APPENDIX D – REFERENCE CONSTRUCTION DRAWINGS



Appendix E

Technical Design Manual

Installation of Network Nodes and Node Support Poles

Pursuant to Tex. Loc. Gov. Code, Chapter 284

Prepared for: City of Bastrop

Updated: September 2022

Table of Contents

SECTION 1. PURPOSE AND APPLICABILITY. 3

SECTION 2. DEFINITIONS. 3

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUP

SECTION 4. GUIDELINES ON PLACEMENT..... 11

SECTION 5. GENERAL AESTHETIC REQUIREMENTS 17

SECTION 6. ELECTRICAL SUPPLY 19

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS..... 20

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT,
MAINTENANCE AND REPAIR..... 21

SECTION 9. INSTALLATION AND INSPECTIONS..... 24

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE,
NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT..... 19

SECTION 11. GENERAL PROVISIONS..... 26

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION 29

SECTION 13-19 RESERVED 23

SECTION 20. DESIGN MANUAL - UPDATES..... 23

SECTION 1. PURPOSE AND APPLICABILITY.

The City of Bastrop, Texas (“City”) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

Purpose: Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as “Micro Network Nodes”, “Network Nodes”, and “Node Support Poles”.

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301ⁱ, the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

Applicability: This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

City Rights-of-Way Management Ordinance: A Network Provider shall comply with the City’s Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

SECTION 2. DEFINITIONS.

The definitions as used in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.ⁱⁱ

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with Chapter 284.

City means the City of Bastrop, Texas or its lawful successor.

City Council means the municipal governing body of the City of Bastrop, Texas.

Chapter 284 means Tex. Loc. Gov. Code, Chapter 284.

Collocate and collocation mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

Concealment or Camouflaged means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

Decorative pole means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Design District means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

Disaster emergency or disaster or emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

Distributed Antenna System or DAS shall be included as a type of "Network Node."

Easement means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

Federal Communications Commission or FCC means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

Local means within the geographical boundaries of the City.

Location means the City approved and lawfully permitted location for the Network Node.

Macro tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

Administrator means the Director of Bastrop Power & Light for the City of Bastrop, Texas, or designee.

Micro network node means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Municipal park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

Municipally owned utility pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

MUTCD means Manual of Uniform Traffic Control Devices.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower

Network provider means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of

supporting a network node.

Node support pole means a pole installed by a network provider for the primary purpose of supporting a network node.

Permit means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

Pole means a service pole, municipally owned utility pole, node support pole, or utility pole.

Private easement means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

Provider has the same meaning as “Network Provider.”

Public right-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, in which the municipality has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

Public right-of-way management ordinance means an ordinance that complies with Chapter 284, Subchapter C.

SCADA or Supervisory Control and Data Acquisition systems means a category of software application programs and hardware used by the City for process control and gathering of data in real time from remote locations in order to monitor equipment and conditions of the City public water and wastewater utility facilities. These systems may utilize both cable and wireless communications.

Service pole means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

Small cell shall be included as a type of “Network Node.”

Street means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-

of-way may include sidewalks, a “Street” does not. A “street” does not include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Underground Requirement Area shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

User means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

Utility pole means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

Wireless service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless service to the public.

Wireless facilities mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284.

SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

A. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.

1. **Municipal Parks and Residential Areas.** In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

a. not more than 50 feet wide of paved street surface, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

b. adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1 In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

1.2 Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. **Historic District and Design Districts.** In accordance with Chapter 284, Sec. 284.105, a Network Provider must obtain advance written approval from the City before collocating Network Nodes or installing Node Support Poles in a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

2.1. As a condition for approval of Network Nodes or Node Support Poles in Design Districts with Decorative Poles or in a Historic District, the City shall require reasonable design or Concealment measures for the Network Nodes or Node Support Poles. Therefore, any request for installations in a Design District with Decorative Poles or in a Historic District, must be accompanied with proposed Concealment measures in the permit applications.

2.2. The City request that a Network Provider explore the feasibility of using Camouflage measures to improve the aesthetics of the Network Nodes, Node Support Poles, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize the impact to the aesthetics in Design Districts or in an Historic District.

2.3. A Network Provider shall comply with and observe all applicable City, State, and federal historic preservation laws and requirements.

2.4. Each permit application shall disclose if it is within a Design District with Decorative Poles or in an area of the City zoned or otherwise designated as a Design District or Historic District.

3. **Historic Landmarks.** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

4. **Compliance with Undergrounding Requirements.** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

4.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

4.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

B. Least preferable locations.

1. **Residential Areas and Parks.** A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City Council if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

2. In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

3. **Historic Districts and Design Districts.** A Network Provider is discouraged from installing a Network Node or a Node Support Pole in the public right-of-way in any area designated by the City as a Design Districts or in an area of the City zoned or otherwise designated as a Historic District unless such a Network Node or a new Node Support Pole is camouflaged.

C. Most preferable locations

1. *Industrial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

2. *Highway Rights-of-Way* areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

3. *Retail and Commercial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

D. Designated Areas.

1. The City Council may designate an area as a Historic District or a Design District under Chapter 284.105 at any time.

2. The failure to designate an area in this Chapter shall not mean that such an area is not within a defined district, if so designated by the City Council. Future areas may be designated as one of these Districts at any time. Such a designation does not require a zoning case.

3. While not required under Chapter 284 to designate Underground Compliance Areas to prohibit above ground Wireless facilities, the City may also, from time to time, also designate Underground Compliance Areas.

E. Exceptions

The City by its discretionary consent and agreement may grant exceptions to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

F. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.

1. *Existing telephone or electrical lines between existing utility poles.* Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

3. Municipal Service Poles:

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal Service pole* use is discouraged.

4. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.

5. *Ground Equipment.* Ground equipment should be minimal and the least intrusive.

SECTION 4. GUIDELINES ON PLACEMENT.

A. Generally.

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
2. obstruct the legal use of a public right-of-way by other utility providers;
3. violate nondiscriminatory applicable codes;
4. violate or conflict with the City's publicly disclosed public right-of-way management ordinance or this Design Manual.
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

B. General Requirements and Information:

1. *Size Limits.* Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.ⁱⁱⁱ

2. *State and Federal Rights-of-way permit.* If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of non-interference with City Safety Communication or SCADA Networks.*

a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, SCADA system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

4. *Improperly Located Network Node facilities, Node Support Poles and related ground equipment:*

a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the

Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the Director of Bastrop Power & Light and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.

b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of \$500.00 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordinances concerning improperly located facilities in the rights-of-way.

B. Underground Requirement Areas.

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

3. Before commencing underground installation, 811 Dig Tess must be called so that the area can be flagged for underground utilities.

C. Network Node facilities placement:

1. *Right-of-Way:* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, six feet from the street curb and within six inches of the adjoining property line.

2. *Height above ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and

protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on number of Network Nodes per Site.* There shall be no more than one Network Node on any one Pole.

D. New Node Support Poles.

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or modified Utility Pole.* In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:

- a. 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
- b. 55 feet above ground level.

3. *Type of Pole.* To be consistent with the City's current practices, all new Network Support Poles shall be constructed of metal.

4. *Placement.* All Network Support Poles shall be placed at the greater of:

- a. Six Feet from the curb or, when no curb is present, end of the pavement;
- b. Six inches from the adjoining property line;
- c. If the right-of-way is less than 6 feet, then the Network Support Pole shall be placed six inches from the adjoining property line.

5. *Location with respect to underground utilities.* All network support poles shall be installed at least nine (9) feet from the centerline of any existing underground utility.

E. Ground Equipment.

1. *Ground Equipment near street corners and intersections:* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street

corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the Director of Bastrop Power & Light in writing.

3. *Minimize Ground equipment density:*

In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the Director of Bastrop Power & Light, or designee, may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more.

4. *Water, Sewer and Storm Drainage Lines:*

Special precautions must be taken where underground fiber optic cable is installed in public street right-of-ways commonly used for utility corridors.

- a. Underground utilities and service connections must be identified prior to excavation. "Dig Alert," "One Call," or similar underground utility contractor must be contacted to identify the locations of subsurface utilities.
- b. If temporary disruption of service is required, the installation contractor must notify the City, the service provider, and customers at least 24 hours in advance. No service on such lines may be disrupted until prior approval from the City and the service provider.
- c. At locations where the fiber optic cable will cross other subsurface utilities or structures, the cable must be installed to provide a minimum of 12 inches of vertical clearance between it and the other subsurface utilities or structures, while still maintaining the other applicable minimum depth requirement. To maintain the minimum depth requirement, the cable must be installed under the existing utility. If the minimum 12-inch clearance cannot be obtained between the proposed cable facility and the existing utility, the fiber optic cable must be encased in steel pipe of avoid future damage.
- d. *Existing Water Lines:* No communication lines shall be placed on top of a water line but may be placed to the side of a water line at least 4 feet from the center line of the water line. When crossing a water line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a water line.

- e. *Existing Sewer Lines:* No communication lines shall be placed on top of a sewer line but may be placed to the side of a sewer line at least 4 feet from the center line of the sewer line. When crossing a sewer line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a sewer line.
- f. *Existing Storm Drainage Lines:* No communication lines shall be placed on top of a storm drainage line but may be placed to the side of a storm drainage line at least 4 feet from the center line of the storm drainage line. When crossing a storm drainage line, a 12-inch vertical or horizontal clearance must be maintained. Poles must be at least 3 feet from a storm drainage line.

5. *Blocking streets, roads, alleys or lanes:*

Texas Department of Transportation (TxDOT) standards must be followed for work zone areas that will block streets, roads, alleys or lanes. A traffic plan must be submitted to the City prior to construction. Arrangements must be made with the City and the Police Dispatch at least 48 hours prior to any construction that would block a street.

F. Municipal Service Poles:

1. *In accordance with Agreement:* Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

2. *Required industry standard pole load analysis:* Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.

3. *Height of attachments:* All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

4. *Installations on Traffic Signals:* Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

- a. Be encased in a separate conduit than the traffic light electronics;

b. Have a separate electric power connection than the traffic signal structure; and

c. Have a separate access point than the traffic signal structure; and

5. *Installations on Street signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electrics shall:

a. Be encased in a separate conduit than any City signage electronics;

b. Have a separate electric power connection than the signage structure;

c. Have a separate access point than the signage structure; and

6. *Restoration of City facilities and private property:* The Network Provider shall be responsible for repairing any damage to any street, street right-of-way, ditch or any structure to its original condition immediately upon completing the installation. Any change to the slope of the land must be remedied, and there must be replacement of top soil and grass to its original condition.

SECTION 5. GENERAL AESTHETIC REQUIREMENTS

A. Concealment.

1. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.

2. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

4. The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

B. New Node Support Pole Spacing.

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

C. Minimize Ground Equipment Concentration.

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 25 sq. ft. or more to minimize effect on property values and aesthetics on the area.

D. Allowed Colors.

1. Colors in Historic Districts and Design Districts must be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284

2. Colors in Historic Districts and Design Districts must be approved by the Director of Bastrop Power & Light from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located

upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic Districts and Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

SECTION 6. ELECTRICAL SUPPLY

A. Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

B. NETWORK PROVIDER SHALL NOT ALLOW OR INSTALL GENERATORS OR BACK-UP GENERATORS IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH CHAPTER 284, SEC. 284.002 (12) (B) (1).

SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.

A. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

B. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR

A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.

1. Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284

2. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the Director of Bastrop Power & Light in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.

3. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.

1. Removal and Relocation of Network Provider's Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof required for a City project shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284, Sec. 284.107, except as provided in existing state and federal law.

2. In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the City managing the public right-of-way

3. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and federal law, including the common-law.

4. Network Provider shall, at the Director of Bastrop Power & Light's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the Director of Bastrop Power & Light reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a

street or public rights-of-way to enhance the traveling public's use for travel and transportation.

5. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the Director of Bastrop Power & Light within 90 days of Network Provider's receipt of the request, then the City shall be entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

6. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the Director of Bastrop Power & Light if the Director of Bastrop Power & Light reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

2. If the Director of Bastrop Power & Light reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

3. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the Director of Bastrop Power & Light if the Director of Bastrop Power & Light reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health,

safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law. If the Director of Bastrop Power & Light reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense.

4. The Director of Bastrop Power & Light shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

5. Network Provider shall reimburse City for the City's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

SECTION 9. INSTALLATION AND INSPECTIONS

A. INSTALLATION.

1. Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284

2. Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the Director of Bastrop Power & Light, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the Director of Bastrop Power & Light. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

B. INSPECTIONS.

1. The Director of Bastrop Power & Light, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way shall be allowed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284

2. THE DIRECTOR OF BASTROP POWER & LIGHT, OR DESIGNEE, MAY PERFORM VISUAL INSPECTIONS OF ANY MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE OR RELATED GROUND EQUIPMENT LOCATED IN THE RIGHT-OF-WAY AS THE DIRECTOR OF BASTROP POWER & LIGHT DEEMS APPROPRIATE WITHOUT NOTICE. IF THE INSPECTION REQUIRES PHYSICAL CONTACT WITH THE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLES OR RELATED GROUND EQUIPMENT, THE DIRECTOR OF BASTROP POWER & LIGHT SHALL PROVIDE WRITTEN NOTICE TO THE NETWORK PROVIDER WITHIN FIVE BUSINESS DAYS OF THE PLANNED INSPECTION. NETWORK PROVIDER MAY HAVE A REPRESENTATIVE PRESENT DURING SUCH INSPECTION.

SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.

1. Abandoned or obsolete Micro Network Node, Network Node, Node Support Pole and related ground equipment shall be removed in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

2. NETWORK PROVIDER SHALL REMOVE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT WHEN SUCH FACILITIES ARE ABANDONED REGARDLESS OF WHETHER OR NOT IT RECEIVES NOTICE FROM THE CITY. UNLESS THE CITY SENDS NOTICE THAT REMOVAL MUST BE COMPLETED IMMEDIATELY TO ENSURE PUBLIC HEALTH, SAFETY, AND WELFARE, THE REMOVAL MUST BE COMPLETED WITHIN THE EARLIER OF 90 DAYS OF THE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT BEING ABANDONED OR WITHIN 90 DAYS OF RECEIPT OF WRITTEN NOTICE FROM THE CITY. WHEN NETWORK PROVIDER REMOVES, OR ABANDONS PERMANENT STRUCTURES IN THE RIGHT-OF-WAY, THE NETWORK PROVIDER SHALL NOTIFY THE DIRECTOR OF BASTROP POWER & LIGHT IN WRITING OF SUCH REMOVAL OR ABANDONMENT AND SHALL FILE WITH THE DIRECTOR OF BASTROP POWER & LIGHT THE LOCATION AND DESCRIPTION OF EACH MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT REMOVED OR ABANDONED. THE DIRECTOR OF BASTROP POWER & LIGHT MAY REQUIRE THE NETWORK PROVIDER TO COMPLETE ADDITIONAL REMEDIAL MEASURES NECESSARY FOR PUBLIC SAFETY AND THE INTEGRITY OF THE RIGHT-OF-WAY.

SECTION 11. GENERAL PROVISIONS.

1. As Built Maps and Records. Network Provider's as built maps and records shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies and policies, except to the extent not consistent with Chapter 284.

1.1 A Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

2. Courtesy and Proper Performance. Courtesy and Proper Performance of Network provider's personnel, and contractors shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

2.1 A Network Provider shall make citizen satisfaction a priority in using the Right-of-Way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Micro Network Node, Network Node, Node Support Pole and related ground equipment in the Right-of-Way. Network Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the Director of Bastrop Power & Light or designee, Network Provider is not interacting in a positive and polite manner with citizens, he or she shall request Network Provider to take all remedial steps to conform to these standards.

3. DRUG POLICY. Drug policy of Network provider's personnel, and contractors in the public rights-of-way shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

3.1 It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City rights-of-way is prohibited.

4. ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE. The City Council has currently appropriated no funds to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under the law.

5. OWNERSHIP. Ownership of Network Node and related equipment shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable codes and ordinances, except to the extent not consistent with Chapter 284.

5.1 No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the

Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the Director of Bastrop Power & Light prior to any work in the Right-of-Way.

6. Tree Maintenance. Tree maintenance shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

6.1 A Network Provider, its contractors, and agents shall obtain written permission from the Director of Bastrop Power & Light before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. When directed by the Director of Bastrop Power & Light, Network Provider shall trim under the supervision and direction of the Director of Bastrop Power & Light. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

7. Signage. Signage shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

7.1 Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the Director of Bastrop Power & Light.

7.2 Except as required by law or by the Utility Pole owner, a Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

8. Graffiti Abatement. Graffiti abatement shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

8.1 As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

9. Restoration.

9.1 A Network Provider shall restore and repair of the public rights-of-way from any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property

of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

9.2 A Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the Director of Bastrop Power & Light.

10. Network provider's responsibility.

10.1 A Network Provider shall be responsible and liable for the acts and omissions of the Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances and policies, except to the extent not consistent with Chapter 284.

10.2 A Network Provider shall be responsible and liable for the acts and omissions of the Network Provider's employees, temporary employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole, Transport Facility and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

SECTION 12. ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION

12.1 Should the Network Provider desire to deviate from any of the standards set forth in the Design Manual, the Network Provider may request an Administrative Hearing before a Board of Appeals. The Zoning Board of Adjustment shall act as the Board of Appeals for a Request for Exemption.

12.2 The process for an application, hearing and vote shall follow the process set out for a variance.

SECTION 13-19 RESERVED

SECTION 20. DESIGN MANUAL - UPDATES

Placement or Modification of Micro Network Node, Network Node, Node Support Pole, Transport Facility, and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

ⁱ Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS. (a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

ⁱⁱ The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual.

Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "Applicable codes" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

(4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

(6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "Municipal park" means an area that is zoned or otherwise designated by municipal code as a

public park for the purpose of recreational activity.

(12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

(i) equipment associated with wireless communications;

(ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and

(iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

(i) an electric generator;

(ii) a pole; or

(iii) a macro tower.

(13) "Network provider" means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

(i) network nodes; or

(ii) node support poles or any other structure that supports or is capable of supporting a network node.

(14) "Node support pole" means a pole installed by a network provider for the primary purpose of supporting a network node.

(15) "Permit" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "Public right-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

(19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.

(20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-

of-way in the municipality.

(21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "Utility pole" means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "Wireless service provider" means a person that provides wireless service to the public.

ⁱⁱⁱ Sec. 284.002. DEFINITIONS (8) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

(1) each antenna that does not have exposed elements and is attached to an existing structure or pole:

- (A) must be located inside an enclosure of not more than six cubic feet in volume;
- (B) may not exceed a height of three feet above the existing structure or pole; and
- (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

(2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:

- (A) must fit within an imaginary enclosure of not more than six cubic feet;
- (B) may not exceed a height of three feet above the existing structure or pole; and
- (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

-
- (3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:
- (A) be more than 28 cubic feet in volume; or
 - (B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;
- (4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and
- (5) pole-mounted enclosures may not be taller than five feet.
- (b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):
- (1) electric meters;
 - (2) concealment elements;
 - (3) telecommunications demarcation boxes;
 - (4) grounding equipment;
 - (5) power transfer switches;
 - (6) cut-off switches; and
 - (7) vertical cable runs for the connection of power and other services.
- (c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.
- (d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.



STAFF REPORT

MEETING DATE: December 13, 2022

TITLE:

Consider action to approve Resolution No. R-2022-121 of the City Council of the City of Bastrop, Texas authorizing the City Manager to enter into an Agreement with Focused Advocacy to offer Full Service Legislative & Regulatory Consulting Services as Exhibit A; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop is currently determining the feasibility of a Downtown Boutique Hotel that will connect to the Bastrop Exhibit & Convention Center. As part of our discussions an opportunity has presented itself. A Central Texas based company Focused Advocacy provides Legislative & Regulatory Consulting Services, those services provide representation for the City of Bastrop to our Elected Officials at a state level. In this instance the city is requesting that Focused Advocacy assist the city with the following:

- a. Represent the City's general interests before the Texas legislature as guided by the City's publicly adopted legislative positions and agenda.
- b. Provide general guidance and assistance to the city to develop a legislative agenda that advances the health, safety, and welfare of the City's citizens;
- c. Develop strategies to gain public for support the City's legislative and regulatory goals including the passage of legislation to qualify the city for the state's qualified hotel project program and assist with the Comptroller of Public Accounts;
- d. Develop strategies to advance the City's legislative and regulatory goals within the legislative process;
- e. Work to pass legislation the city deems positive to the public health, safety, or welfare of its citizens;
- f. Work to defeat legislation the city deems detrimental to the public health, safety, or welfare of its citizens;
- g. Provide the City staff and Council with timely updates regarding the status of pending legislation.

- h. Utilize proprietary software to help the city monitor the progress of legislation that affects the city;
- i. Advise and inform the city of upcoming legislative committee hearings (both during the legislative session and the interim);
- j. Assist with the preparation and drafting of legislation and amendments.
- k. Assist with the development and drafting of letters, speeches, and other advocacy materials.
- l. Assist with the preparation of city officials who testify before legislative bodies; and
- m. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings.
- n. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the city of key state agency hearings; and
- o. As directed, engage with state agency staff and personnel to protect, or advance the City's interests during administrative rule-making proceedings.

The scope of service listed above will be used to accomplish a detailed and project specific goal which is a rebate from the State of Texas to the City of Bastrop for the future Bastrop hotel occupancy tax funding collected by the State of Texas. This goal can be reached by adding the City of Bastrop to an existing law that allows specific cities approximately (47) in the State of Texas can receive the State's 6% Hotel Occupancy Tax as a rebate. However, in order to be eligible for these funds you must be listed in the legislation that created the program.

The success rate of Focused Advocacy for this particular program has been 91% successful. If this change in legislation is successful for the City of Bastrop the potential future rebate will be an economic development tool that can be used for future hotels and shorten the return on investment if the City Council chooses to offer this rebate in the future.

RECOMMENDATION:

Approve Resolution No. R-2022-121

ATTACHMENTS:

- Resolution R-2022-121
- Focused Advocacy Agreement
- Proposal

RESOLUTION NO. R-2021-121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FOCUSED ADVOCACY TO OFFER FULL SERVICE LEGISLATIVE & REGULATORY CONSULTING SERVICES AS SHOWN IN EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the variety of lodging options available in Texas is as diverse as the Lone Star State itself, ranging from traditional hotels and motels to trendy treehouses and tiny houses. But no matter the differences in these accommodations, they all have one thing in common: they are all subject to Texas' State Hotel Occupancy Tax; and

WHEREAS, the City of Bastrop in addition, to other cities and counties in Texas can levy a Local Hotel Occupancy Tax. Both taxes are commonly referred to as HOT, additionally the purpose of the local hotel occupancy tax is to promote tourism and the convention and hotel industry; and

WHEREAS, The City of Bastrop understands State hotel occupancy tax applies to charges of \$15 or more per day for sleeping accommodations, meeting rooms and banquet rooms in a hotel or motel. The tax also applies to lodging at bed and breakfasts, condominiums, apartments and houses rented for less than 30 consecutive days. The state hotel tax rate is 6 percent and an opportunity for a rebate in that amount has potential to drive additional economic development; and

WHEREAS, The City of Bastrop finds Focused Advocacy to be subject matter experts in the area of Full Service Legislative & Regulatory Consulting Services.

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

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

Section 2. The City Manager is authorized to execute an agreement as shown in Exhibit A. with Focused Advocacy in the amount of Eight Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents \$ 8,333.33 per month plus potential \$350.00 expense for a term of twenty-four months to provide Full Service Legislative & Regulatory Consulting Services.

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 13th day of December 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

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Agreement Full Service Legislative & Regulatory Consulting Services City of Bastrop & Focused Advocacy

This contract (hereinafter the “Agreement”) represents an agreement between **Focused Advocacy, LLC**. (“the Consultant”) as located at 816 Congress Avenue, Suite 370, Austin, Texas 78701, and the **City of Bastrop** (“the City”) as located at 1311 Chestnut Street, Bastrop, Texas 78602.

1. **Term.** The term of this Agreement shall be for 24 months from **October 1, 2022 thru September 30, 2024**.
2. **Renewal.** At the mutual agreement of both parties and as evidenced by a written memorandum, this Agreement may be renewed for two (2) additional 24-month periods.
3. **Scope of Services.** The scope of services to be provided by the Consultant during the term of this Agreement is expressly limited to the following:
 - a. Represent the City’s general interests before the Texas legislature as guided by the City’s publicly adopted legislative positions and agenda;
 - b. Provide general guidance and assistance to the City to develop a legislative agenda that advances the health, safety, and welfare of the City’s citizens;
 - c. Develop strategies to gain public for support the City’s legislative and regulatory goals including the passage of legislation to qualify the City for the state’s qualified hotel project program and assist with the Comptroller of Public Accounts;
 - d. Develop strategies to advance the City’s legislative and regulatory goals within the legislative process;
 - e. Work to pass legislation the City deems positive to the public health, safety, or welfare of its citizens;
 - f. Work to defeat legislation the City deems detrimental to the public health, safety, or welfare of its citizens;

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- g. Provide the City staff and Council with timely updates regarding the status of pending legislation;
- h. Utilize proprietary software to help the City monitor the progress of legislation that affects the City;
- i. Advise and inform the City of upcoming legislative committee hearings (both during the legislative session and the interim);
- j. Assist with the preparation and drafting of legislation and amendments;
- k. Assist with the development and drafting of letters, speeches, and other advocacy materials;
- l. Assist with the preparation of City officials who testify before legislative bodies; and
- m. Attend and monitor on the City's behalf legislative hearings, agency hearings, stakeholder meetings, TML meetings, and interim legislative committee hearings;
- n. As directed, represent the City's interests before the regulatory bodies of Texas and various state agencies of the Texas executive branch by informing the City of key state agency hearings; and
- o. As directed, engage with state agency staff and personnel to protect, or advance the City's interests during administrative rule-making proceedings.

4. Expansion of Scope of Services.

- a. This Agreement is expressly limited to the scope of services detailed herein.
- b. Any additional services requested by the City will necessitate an amendment to this Agreement with new terms and a new retainer compensation arrangement.
- c. This Agreement does not include services for preparing an application to the state for tax rebates for a qualified hotel project.

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5. Retainer Compensation & Billing.

- a. In consideration for the performance of the services outlined in this Agreement, the City agrees to pay the Consultant eight-thousand three-hundred and thirty-three dollars and thirty-three cents (\$8,333.33) per-month.
- b. Monthly invoices will be sent on or around the first day of each month and payable by the 15th day of each month.
- c. Payment shall either be deposited directly to the bank account provided by the Consultant or otherwise mailed to Focused Advocacy at 816 Congress Avenue, Suite 370, Austin, Texas 78701.
- d. Certain services required by this contract and other services as requested by the Client from time-to-time not described by this contract will be provided by BCS, an affiliate business operation of Focused Advocacy with common ownership.

6. Reimbursement of Expenses.

- a. The City agrees to and shall reimburse Consultant three hundred and fifty dollar (\$350) per month for the meals and related out of pocket expenses incurred by the Consultant associated with the client-related business meetings hosted by the Consultant in furtherance of the duties and services required by this Agreement.
- b. This is a fixed-amount, monthly reimbursement and will not be accompanied by receipts.
- c. The City agrees to reimburse the Consultant for these expenses at the same time it pays the monthly retainer.
- d. In addition, the City will reimburse The Consultant for any reasonable and customary expenses related to any travel requested of the Consultant by the City (i.e. - airfare, mileage, rental cars, taxis, hotels, travel-related meals).

7. Contract for Professional Services. The parties to this Agreement mutually acknowledge and understand that pursuant to Section 252.022(a)(4) of the Texas

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Local Government Code, a procurement for professional services such as the service in this Agreement is exempt from the competitive bid or proposal requirement.

8. Termination.

- a. Any termination of this Agreement by the City requires ninety-days (90) written notice effective from the date written notice is delivered to the Consultant. The City is responsible for payment of the retainer through the end of the termination period and the Consultant shall be fully compensated by the City through any early termination date regardless of the appropriation of funds by the City.
- b. The City may terminate the contract with thirty days (30) written notice if termination is caused by a conflict of interest as governed by Chapter 305, Government Code regarding legislation that cannot be resolved between the City and another client of the Consultant regarding a specific piece of legislation.

9. Points of Contact. Unless directed otherwise, the City Manager shall act as the point of contact for the City and Brandon Aghamalian and Snapper Carr shall act as the point of contact for the Consultant. The Consultant will take its direction and work orders from the City Manager.

10. Compliance with Texas Ethics Laws. The Consultant agrees to comply with all applicable state lobby registration and reporting laws and with all applicable state authorities including the Texas Ethics Commission.

11. Conflicts of Interest.

- a. Should any other client of the Consultant take a position on a piece of legislation that is in opposition to the position of the City or should the Consultant believe that its representation of the City is materially affected by the position taken by another client, the Consultant will comply with all applicable state laws regarding conflicts of interest and will notify in writing the City within two (2) business days from the date the Consultant became aware of the conflict.
- b. The Consultant must obtain written permission from the City to continue its representation.

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- c. If the conflict is between the City and any other client of the Consultant that is private sector organization, the Consultant agrees to resolve the conflict in favor of the City.

12. Consultant Relationship. It is understood by the parties that the Consultant is an independent contractor for the purposes of any federal and/or state laws including tax laws, and that Consultant is not in any way an employee, full or part-time of Client.

13. Confidentiality.

- a. If a party provides information or materials indicated to be confidential, the receiving party will maintain the confidentiality of such matters and not disclose any such information except in proper performance of this Agreement and as required by law.
- b. It is understood by The Consultant that the materials produced and provided under this Agreement are the property of the City and shall be returned to them upon request.

14. Entire Agreement and Modifications.

- a. This Agreement contains the entire agreement and understandings of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.
- b. This Agreement may not be modified, rescinded, or terminated orally, and no modification, rescission, termination, or attempted waiver of any provision hereof (including this section) shall be valid unless in writing and signed by both parties.

(SIGNATURE PAGE FOLLOWS)

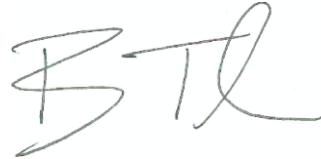
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This contract is accepted and effective as of **October 1, 2022**, as evidenced by the execution hereof and the signatures of the undersigned.

Signature - City of Bastrop

Printed name & title

Date



Signature - Focused Advocacy

Brandon Aghamalian, President

Printed name & title

December 6, 2022

Date



October 11, 2022

RE: PROPOSAL FOR SERVICES

The Honorable Connie Schroeder
Mayor, City of Bastrop
311 Chestnut Street
Bastrop, Texas 78602

Dear Mayor,

Thank you for inviting Focused Advocacy to propose our professional state government advocacy and consultation services for your city.

The Focused Advocacy team—Brandon Aghamalian, Snapper Carr, Andrew Keefer, Josh Meeks, Curt Seidlits and Lynlie Wallace—would be honored to represent the City of Bastrop.

The following pages highlight the strengths of our firm—primarily the history and qualifications of our team, our expertise with local government issues, and our track record of helping our clients achieve success.

Thank you and please contact Brandon Aghamalian at **512-695-6709** if you have any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read "BTL".

Brandon Aghamalian

A handwritten signature in blue ink, appearing to read "Snapper Carr".

Snapper Carr

A handwritten signature in blue ink, appearing to read "Curt Seidlits".

Curt Seidlits



PROPOSAL

Focused Advocacy respectfully proposes the following terms:

- 24-month term from October 1, 2020 through September 30, 2022 with two options to renew;
- \$8,333.33 monthly retainer (\$100,000 annual); and
- \$350 flat monthly expense reimbursement for expenses stemming from client-related business meetings in furtherance of the duties and services required.

Lastly, Focused Advocacy will request reimbursement for any reasonable and customary expenses related to travel requested by the client (i.e. – airfare, mileage reimbursement, rental cars, transportation network companies, hotels, travel-related meals, etc.).

These proposed terms are both competitive and within the market norms for what other qualified lobby firms would propose for the anticipated workload.



ABOUT US

Focused Advocacy is a premier public affairs and lobbying firm that specializes in representing cities. Our firm is organized around five core practice areas — Local Government Advocacy, Infrastructure, Utilities (energy, telecom and water), Economic Development and Business Development. Our team possesses established, measurable expertise within each of these disciplines, as illustrated by our accompanying biographies.

Focused Advocacy continues to set best practices for municipal, economic development, and utility-related advocacy. We take pride in our subject matter knowledge, our commitment to the clients, and our consistent performance at the highest ethical standards.

Municipal Specialists. Founded in 2009, our firm was created with the express purpose of providing lobbying services to local governments and to provide our clients with a team of subject matter experts. As such, Focused Advocacy enjoys the experience that comes with our long history of representing cities before the legislature. No other lobby team in Austin spends more time at the Capitol lobbying on behalf of municipal issues than Focused Advocacy. Our knowledge of municipal issues is simply unmatched within the lobby.

Focused Advocacy has a proven track record of success. Our firm boasts an impressive record of success—passing over 80 percent of our clients’ legislative initiatives. (Note: the average passage rate in the Texas Legislature is 20 percent). Our team has passed or defeated more local government-related legislation than any other lobby firm in history. Due to our successes, Focused Advocacy has repeatedly been recognized as one of the most influential lobby teams in the state (*Capitol Inside Lobby Rankings 2011, 2013, 2015, 2017, and 2019*).

Focused Advocacy is an experienced, bipartisan firm. We offer our clients a team of four (4) lobbyists, with the expertise of a former state legislator, former Director of Governmental Relations for the City of Fort Worth, former TML legislative and legal counselor, and a former member of Governor Perry’s policy staff. We bring to bear more than 100 years of combined experience, skill, and bipartisan relationships inside the Texas Capitol and regulatory agencies.



TEAM MEMBERS & AREAS OF EXPERTISE

TEAM MEMBER	AREAS OF EXPERTISE	
Brandon Aghamalian President	Economic Development Municipal Law Taxes and Appraisals Transit	Land Use Public Finance State Budget Transportation
Snapper Carr Partner & General Counsel	Energy Military/VA Issues Oil and Gas Telecommunications Water	Land Use Municipal Law Pensions Utilities Regulatory Agencies
Curtis Seidlits CEO	Civil law Energy Municipal law Telecommunications	Criminal law Land Use Utilities Executive Branch
Andrew Keefer Senior Associate	Energy Municipal Law Transit Utilities	Military/VA Oil and Gas Transportation Regulatory Agencies
Lynlie Wallace Legislative & Regulatory Counsel	Water Municipal Law Utilities Utilities	Military/VA Oil and Gas Transportation Regulatory Agencies
Josh Meeks Communications Director	Communications Crisis Management	Social Media Advocacy Materials



BIOGRAPHIES

Brandon Aghamalian is a recognized expert on municipal issues, public finance, economic development, property taxes, and transportation. Aghamalian joined Focused Advocacy in 2010 to co-found the firm's lobby and local government practice. Prior to that, Aghamalian co-founded the local government practice for HillCo Partners. From 2002 to 2006, Aghamalian served as the Director of Government Relations for the City of Fort Worth in the administrations of Mayor Ken Barr and Mayor Mike Moncrief. Prior to that, Aghamalian worked as the Director of the House Committee on Business and Industry, Chief of Staff for State Representative Kim Brimer, and Legislative Director for Representative Todd Smith. Aghamalian earned a BA in Accounting from Texas State University, a Doctor of Jurisprudence from The University of Texas School of Law and a Master of Public Affairs from the LBJ School of Public Affairs.

Snapper Carr joined Focused Advocacy in 2010 to co-found the firm's lobby and local government practice. His primary focus is representing the needs of local governments before the Texas Legislature. From 2006 to 2010, Carr co-founded the local government practice for HillCo Partners, representing dozens of cities before the Legislature. Previously, Carr served as the Legislative Counsel and Associate for the Texas Municipal League (TML) from 1998 to 2006, where he represented municipal interests and earned a reputation as an expert in the fields of land usage, utilities, military and water issues. From 1994 to 1998, Carr served as the committee clerk for the House Committee on State Affairs and House Committee on Land and Resource Management. Carr has a bachelor's degree in Communications and Government from The University of Texas and a Doctor of Jurisprudence from the UT School of Law.

The Honorable Curtis Seidlits is one of Austin's premier government affairs and lobby strategists. Before founding Focused Advocacy, Seidlits spent thirteen years as the Senior Vice President of Public Affairs for Energy Future Holdings, formerly TXU Corp, where he oversaw federal, state, and local governmental advocacy, public policy and the company's political action committees. At TXU, he helped engineer the changes establishing competition in the electric industry. Before joining TXU, Seidlits served as president and CEO of the Association of Electric Companies of Texas (AECT), a group representing the state's investor-owned electric companies. From 1986-1996, Seidlits served in the Texas House of Representatives where he was appointed to a variety of committees including Judiciary, Ways and Means, Elections and Redistricting. In 1993, he was appointed chairman of the House State Affairs Committee and oversaw tort reform, ethics, utilities, and public information. Seidlits authored legislation that substantially rewrote the state's electric and telecommunications regulations. Seidlits earned both his law degree and bachelor's degree in political science from Baylor University. He began his career as a prosecutor and has over forty years of legal experience.

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Andrew Keefer provides counsel on regulatory issues that require navigating the complicated regulatory landscape at the Public Utility Commission, the Railroad Commission of Texas, and Texas Commission on Environmental Quality. Prior to private practice, Keefer served as Chief of Staff for the Chair of the Texas Railroad Commission where he participated in the regulation of the oil and gas industry, pipelines, alternative energy and surface and uranium mining. At the Commission, he authored congressional testimony and helped implement the Hydraulic Fracturing Disclosure Rule. Prior to that, Keefer worked for Governor Rick Perry's energy and environment policy team. Previously, Keefer served as Chief of Staff for Representatives Linda Harper-Brown and Corbin Van Arsdale. Keefer studied at Abilene Christian University, attended the Institute for Economics at the State University of Campinas in Campinas, Sao Paulo, Brazil, and graduated from the University of Texas at Austin with a bachelor's degree in Latin American Studies. He is fluent in Portuguese and proficient in Spanish.

Lynlie Wallace, with 17 years of experience in facilitating the development of public policy in both local and state government, provides strategic counsel to a diverse client base to aid in the development of individualized strategies to achieve clients' legislative goals. Prior to joining Focused Advocacy, Lynlie served for over a decade as chief of staff to the chairman of the Texas House Natural Resources Committee. Her background includes staffing the Bexar County Commissioners Court staff, consulting on federal, state, and municipal political campaigns, and serving as an account executive for a regional public relations firm. Lynlie holds a Bachelor of Arts in Government from Angelo State University and Doctor of Jurisprudence from St. Mary's University School of Law.

Josh Meeks is a seasoned public affairs professional who specializes in creative communication solutions at the Texas Capitol and statewide. The founder of Republic Square Media, Josh delivers writing, digital design and storytelling support to former and current clients include local governments, issue campaigns, statewide trade associations, Fortune 10 companies, and more. Josh's work inside the Texas Legislature includes nearly a decade of service as legislative director and communications director in the Senate, where he staffed the Senate Finance Committee, state budget conference committee, and more. Josh currently manages Focused Advocacy's communications, social media and crisis management operations.



OUR APPROACH

Our firm's approach to advocating is most accurately described as: ***Hands-On, Detailed, Relationship-Driven, and Ethical.***

Hands-On

Legislative success is typically obtained by first formulating specific legislative objectives accompanied by an investment of time and energy to truly understand your issues. Using the full resources of our team, we develop the right strategy, implement the right tactics and deploy our extensive network of state government relationships to achieve success for our clients. To accomplish that objective, we intend to operate as an extension of your staff acting as the City's "boots on the ground" at the Capitol, operating as an extension of your team. The members of our team are uniquely qualified to handle *any* issue the City faces regardless of how intricate they are. Our team will confer with City leadership to formulate specific, immediate, and long-range objectives to develop a finely tuned legislative agenda that focuses on the City's goals.

Detailed

During the legislative session, we closely monitor all filed legislation, identifying pertinent bills to bring to your attention and drafting amendments as necessary. We provide notice of and monitor all committee hearings. When required, we help prepare your team to testify and arrange meetings with legislators and Capitol staff. We actively work the "calendar" process and monitor all daily sessions of the House and Senate. Throughout it all, Focused Advocacy actively works to solicit support for your legislative agenda and represents the City during behind-the-scenes negotiations. In order to keep our team coordinated, we hold regular meetings and/or conference calls with City staff. We develop a significant number of deliverables for our clients, including bill analyses, memorandum, speeches, talking points, memos, letters of support, collateral material and presentations. We will also publish a regular e-mail newsletter about important developments.

Outside of the session, during the interim, our services focus on monitoring state agencies, interim committee hearings, and staying abreast of municipal developments throughout the state. We confer regularly with TML, meet with legislators and staff to maintain relationships, host political events at our office, and actively participate in campaigns and fundraisers.

Relationship-Driven

Focused Advocacy maintains longstanding positive working relationships throughout all levels of state government, interacting regularly with everyone in the legislative process from the Governor to freshman legislators to state agency personnel. We are viewed by most as "the city

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lobbyists” and as such, elected officials consistently turn to our team for counsel on a wide range of municipal issues. Our reputation as “the city team” greatly enhances our ability to achieve positive results for our clients. Additionally, we have a deep understanding of the history of municipal issues within the legislature, and how key stakeholders react to issues. This institutional knowledge allows us to avoid pitfalls while increasing our overall chances of achieving success for your agenda.

The Focused Advocacy team has worked hard over the years to develop positive working relationships with all levels of state government (legislative, executive and judicial), and with both political parties. Due to these longstanding relationships, we are confident of our ability to represent your needs and protect the City’s best interests. While we passionately represent our clients—even when it means lining up against our friends in the Legislature—we do so with respect for the legislative process and the ebb and flow of professional debate, recognizing that today’s adversary can be tomorrow’s ally. We always work to defeat detrimental legislation with the goal of maintaining a positive relationship for future issues. Additionally, we participate actively in the campaign process, making political contributions through our Focused Advocacy Political Action Committee (PAC).

Ethical

At all times, the Focused Advocacy team adheres to the highest ethical and professional standards. Our reputation for integrity and “straight talk” is known throughout the Capitol community. Maintaining our positive reputation among key state agency leadership and legislators greatly enhances our ability to achieve positive results for your City. In addition, we offer your City a “conflict free” relationship. In fact, our firm has never filed a conflict of interest at the Texas Ethics Commission and has never had a conflict with a city client. We also understand the sensitivities that come with representing a public entity, such as open records and open meeting laws, and act accordingly.