

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



June 25, 2024

Regular City Council Meeting at 6:30 PM

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

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

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

1. CALL TO ORDER

- 2. PLEDGE OF ALLEGIANCE** - Haylee Gallegos and Jionni Moore, Parks & Recreation
Discovery Days Participant

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

- 3. INVOCATION** - Lauren Hansell, Police Chaplain

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing the month of July as National Parks and Recreation Month.

Submitted by: Terry Moore, Parks and Recreation Director

5. WORK SESSIONS/BRIEFINGS

5A. Review Rules of Procedure of the City Council of the City of Bastrop Texas, and any proposed amendments to be brought back at a future meeting.

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

5B. Presentation regarding a petition to create Bastrop County Emergency Services District No. 3.

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

6. STAFF AND BOARD REPORTS-NONE

7. CITIZEN COMMENTS

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

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

8. CONSENT AGENDA

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

8A. Consider action to approve City Council minutes from the June 11, 2024, Regular meeting.

Submitted by: Ann Franklin, City Secretary

- 8B. Consider action to approve the second reading of Ordinance No. 2024-18 approving the creation of a Charter Review Commission; appointing initial commissioners; providing for severability; providing for repeal; and providing an effective date.

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

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution No. R-2024-72 of the City Council of the City of Bastrop, Texas, accepting a donation from HEB in support of and as sponsorship of the BIG BANG special event fireworks display at Fisherman's Park, in the amount of Three Thousand dollars (\$3,000.00).

Submitted by: Terry Moore, Parks and Recreation Director

- 9B. Consider Action to approve the first reading of Ordinance No. 2024-19 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12 Titled "Traffic and Vehicles," Article 12.05 Titled "Speed Limits," amending section 12.05.007 titled "SH 21 speed limits." zoning for traffic and rate of speed therein, on SH 21 in the city limits of the City of Bastrop; defining speeding and fixing a penalty therefore; declaring what may be a sufficient complaint in prosecutions hereunder; repealing all prior ordinances that are in conflict herewith; and providing for findings of fact, enactment, codification, effective date, repealer severability, proper notice and meeting as shown in Exhibit A, and move to include on the July 9, 2024, Consent Agenda for second reading.

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

- 9C. Consider action to approve Resolution No. R-2024-71 of the City Council of the City of Bastrop, Texas authorizing a license to encroach agreement with Aqua Water Supply Corp. - c/o Dacy Cameron, GM - to encroach into the Public Utility Easement to facilitate expansion of Aqua WSC facilities, as attached in Exhibit B of the License Agreement; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

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

- 9D. Consider action to approve Resolution No. R-2024-74 regarding a petition filed by JMA Entity to remove Tract 1: 2.333-acre tract, lot and Tract 2: 5.292-acre tract or parcel of land, as described in the petition, from the City of Bastrop's extraterritorial jurisdiction pursuant to Local Government Code Chapter 42.

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

- 9E. Consider Action to approve the first reading of Ordinance No. 2024-20 of the City Council of the City of Bastrop, Texas adopting certain restrictions on the participation of registered sex offenders in programs or events, involving minors and certain restrictions on where registered sex offenders may go or reside, within a specified distance of premises where children commonly gather. As attached in Exhibit A; and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting and move to include on the July 9, 2024, Consent Agenda for the second reading.

Submitted by: Vicky Steffanic, Chief of Police

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

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

9G. Consider action to approve Resolution No. R-2024-78 proposal from Terra Pave International, a University of Texas Technology Commercialized Company for \$59,841 as a sole source provider for a fog seal street sealant known as Terra Cool.

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

9H. Consider action to approve Resolution R-2024-76 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to award the Request for Qualifications (RFQ) for Indefinite Delivery Indefinite Quantity (IDIQ) for Engineering Services to 18 firms as shown in Exhibit A; authorizing the City Manager to negotiate and execute all necessary documents with selected firms; providing for a repealing clause; and establishing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

9I. Consider action to approve Resolution No. R-2024-75 of the City of Bastrop, Texas, directing staff to prepare a service plan for providing extension of full municipal services to R30094 being 10.559 acres of land out of the Nancy Blakey Survey Abstract No.A98, located north of SH 71 W and west of FM 969, and approximately 1,893 feet of FM 969 right-of-way located north of SH 71 W and south of Capps Lane, and approximately 10,145 feet of SH 304 right-of-way located south of SH 71 W and north of Lower Red Rock Road/Trigg Road, and approximately 1,942 feet of FM 20 right-of-way located south of SH 71 W and north of Shiloh Road to be annexed, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

9J. Consider action to approve Resolution No. R-2024-77 of the City Council of the City of Bastrop, Texas appointing Council Member Kerry Fossler as the City's liaison to the Bastrop County Public Health Department Task Force, as authorized by Section 3.01 of the City's Charter, and establishing an effective date.

Submitted by: Mayor Lyle Nelson

10. EXECUTIVE SESSION

10A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel regarding a potential long-term lease to the African American Cultural Center.

Sponsored by Councilmember Myer and Mayor Pro-Tem Kirkland

- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 to seek the advice of legal counsel and possible action regarding a potential request for a petition to create Bastrop County Emergency Services District No. 3.
- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and .087 to seek the advice of legal counsel regarding the contribution of Hotel Occupancy Tax Funds to fund renovations and updates to the Bastrop Opera House.
- 10D. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.087 to seek the advice of legal counsel regarding potential economic development incentives related to the Bastrop Food Pantry.
- 10E. City Council shall convene into closed executive session pursuant to Government Code Sections 551.071 and 551.087 to seek the advice of legal counsel regarding a proposed 380 Agreement and proposed amendments to a development agreement related to the Valverde development.
11. **TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION**
12. **ADJOURNMENT**

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, June 21, 2024, at 3:30 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: June 25, 2024

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas recognizing the month of July as National Parks and Recreation Month.

AGENDA ITEM SUBMITTED BY:

Terry Moore, Parks and Recreation Director

BACKGROUND/HISTORY:

Park and recreation professionals and facilities play a vital role in bringing people together, providing essential services and fostering the growth of our communities. These activities make a positive impact on their community members every single day.

This year the theme is “Where You Belong” and celebrates the many ways park and recreational professionals across the country foster a sense of belonging in their community by providing welcoming and inclusive parks and programs, and safe accessible spaces to build meaningful connections. We are coming together and celebrating big this July with free fun, active, inclusive and unique opportunities for our community.

This year’s free festivities include, music, discovery, free classes, freeze pops, coffee and friends, as well as bikes and ice.

FISCAL IMPACT:

None

RECOMMENDATION:

Support by recognizing the value of Park and Recreation in our community.

ATTACHMENTS:

N/A



PROCLAMATION



WHEREAS, parks and recreation is an integral part of communities throughout this country, including City of Bastrop; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, July 19th has been designated as Park and Recreation Professionals Day to celebrate all the dedicated professionals who keep our parks clean, safe, welcoming, inclusive and ready to use.

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, City of Bastrop recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, I, Sylvia Carrillo-Trevino, City Manager, do hereby recognize July,

2024 as:

NATIONAL PARKS AND RECREATION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, TX to be affixed this 25th day of June, 2024.

Sylvia Carrillo-Trevino, City Manager





STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Review Rules of Procedure of the City Council of the City of Bastrop Texas, and any proposed amendments to be brought back at a future meeting.

AGENDA ITEM SUBMITTED BY: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The Rules of Procedure for the City Council of the City of Bastrop, Texas contains Section 1.4 Annual Review, which states:

“Following the municipal elections each year, Council will review these rules of procedure annually, make changes as appropriate, and adopt their own rules of procedure in accordance with the Charter at the first scheduled meeting in July. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the Council’s right and ability to amend the rules at any other time during the year, in accordance with the Charter.”

On April 9, 2024, the agenda item: “Consider action to approve Resolution No. R2024-48 of the City of Bastrop, Texas amending the City Council Rules of Procedure attached as Exhibit A; establishing a repealing clause; and establishing an effective date” was heard.

Additional amendments are proposed at this time. Council shall hear said amendments and direct staff to prepare a resolution for a future agenda action item.

The items that were approved by Council in Resolution No. R-2024-48 are in bold green, the newly suggested items are in red.

RULES OF PROCEDURE EDITS:

- Section 2.2 Meetings Shall Be in Compliance
- Section 2.10 Quorum
- Section 3.2 – Model Format for Agenda Discussion
- Section 3.5 – Discussion and Debate
- Section 4.4 – Presentations
- Section 3.12 – Council May Discipline Its Own Members
- Article 4 – Agenda Order
- Section 4.4 – Presentations
- Section 4.7 – Citizen Comments
- Section 5.3 – Rules Governing Citizen Comments

RECOMMENDATION:

Direct staff to make the necessary edits and bring back an amended resolution for action at a future meeting.

ATTACHMENTS:

- Previous Resolution R-2024-48
- Proposed Rules of Procedure Amendments



Rules of Procedure for the City Council and Boards & Commissions of the City of Bastrop, Texas



Adopted: August 23, 2005
Revised: October 10, 2017
Revised: July 24, 2018
Revised: July 9, 2019
Revised: September 8, 2020
Revised: July 27, 2021
Revised: August 23, 2022

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ARTICLE 1. AUTHORITY, APPLICABILITY, AMENDMENT, AND ANNUAL REVIEW

1.1 Authority.

Article III, Section 3.13 of the City Charter of the City of Bastrop, Texas grants the City Council the right to determine its own rules of procedure. The following rules are enumerated under and by authority of said provision.

1.2 Applicability.

The rules of procedure adopted by the City Council are applicable not only to the City Council, but also to all boards, commissions, and committees of the City of Bastrop. When applied to boards, commissions and committees, the term Mayor means the chairperson and the terms City Council or Council Members means the members of the board, commission, or committee.

1.3 Amendment.

These rules may be amended or new rules adopted by a minimum of three (3) of the five (5) voting members of the City Council present.

1.4 Annual Review.

Following the municipal elections each year, Council will review these rules of procedure annually, make changes as appropriate, and adopt their own rules of procedure in accordance with the Charter at the first scheduled meeting in July. In the event no annual review occurs, the standing rules of procedure continue in effect. This does not limit the Council's right and ability to amend the rules at any other time during the year, in accordance with the Charter.

ARTICLE 2. GENERAL RULES OF PROCEDURE AND POLICIES

2.1 Construction of Authority.

The construction of authority in all matters associated with the meetings and activities of the City Council, including the agenda, shall be: (1) the U.S. Constitution and Statutes of the United States of America; (2) the Texas Constitution and Statutes of the State of Texas; (3) the City Charter; (4) the Code of Ordinances of the City of Bastrop, Texas; and (5) these rules. Rosenberg's Rules of Order are a preferred source of guidance for matters not addressed herein.

2.2 Meetings Shall Be in Compliance.

All meetings of the City Council shall be in compliance with the Texas Government Code, Chapter 551, Open Meetings Act including the Act's prohibition of discussions about an item of public business among a quorum through a series of communications. Except in the case of an emergency meeting, notice of all meetings shall be given 72 hours before the time set for any meeting.

If meetings are held at Bastrop City Hall, they may be televised live on the City's television channel via the appropriate cable providers and/or live-streamed via social media. If unable to televise meetings live due to technical difficulties, the meeting shall be recorded for a later broadcast. The Council meetings shall be rebroadcast as a part of the City's on-going channel programming.

The Bastrop City Hall is wheelchair accessible and special parking is available on the west side of the building. If special accommodations are required, please contact the City Secretary a minimum of 24 hours in advance at 512-332-8800.

2.3 Conduct of Meetings.

Meetings of the City Council shall be conducted according to the rules adopted by the City Council. For additional guidance (non-binding), the City Council may refer to Rosenberg's Rules of Order as amended herein and when not inconsistent with these rules.

2.4 Regular Meetings.

Regular meetings of the City Council shall be on the second and fourth Tuesday of each month at 6:30 p.m. The Council may, by majority vote at a regular meeting, change the days or times of meetings as circumstances may necessitate. Per the City Charter, the Council shall meet regularly and at least once each month.

2.5 Special Meetings.

The City Council may hold as many additional, special meetings as may be necessary for the transaction of the business of the City. Special meetings of the City Council may be called as necessary upon written notice to the City Secretary by the Mayor or by any three (3) members of the City Council unless made at a regular meeting at which a quorum of Council Members is present. The City Manager and all Council Members shall be notified of all special meetings.

2.6 Emergency Meetings.

In case of an emergency or urgent public necessity, which shall be expressed in the meeting notice, it shall be sufficient if members receive and notice is posted one (1) hour before the meeting is convened. Notice shall be provided also to the media as requested in accordance with the Texas Government Code, Section 551.047.

2.7 Workshops (Work Session).

Workshops are special meetings called for the purpose of conducting a detailed and thorough exploration of matters that may properly come before the City Council. Citizen comments on agenda items listed for open portions of the workshop can be addressed to the City Council (i.e., not executive session) before or during the City Council's consideration of the item.

2.8 Executive Sessions.

Executive sessions are meetings closed to the public. These sessions are only permitted for the purpose of discussing matters enumerated in Texas Government Code Chapter 551, the Open Meetings Act. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

The City Council can retire into an executive session during a regular or special meeting as stated on a posted agenda or when deemed necessary by the presiding officer or a majority of the City Council. However, before said session begins, the presiding officer shall announce that the executive session is commencing, the items to be discussed, and the section of the Open Meetings Act that justify the executive session(s). The order in which an executive session may

appear on the agenda is subject to the discretion of the Mayor. A certified record of the meeting will be created by the presiding officer or their designee, sealed and permanently kept, subject to opening by court order. No voting or action shall be taken by the City Council during an executive session. No other subject but that posted on the agenda is to be considered. Adjournment of the executive session and any vote needed shall be made during the open public meeting.

2.9 Recessed Meetings.

No meeting shall be recessed for a longer period of time than until the next regular meeting except when required information has not been received, or, in the case of work sessions or special meetings, to a date certain by motion duly passed.

2.10 Quorum.

~~Four (4)~~ Three (3) voting members of the Council shall constitute a quorum to do business.

2.11 Conflict of Interest.

A Council Member prevented from voting by a conflict of interest shall file a conflict of interest affidavit with the City Secretary as soon as possible after the posting of an agenda, which contains a conflict, unless an applicable conflict of interest affidavit has already been filed.

A Council Member prevented from voting by a conflict of interest shall step down from the dais and leave the Council Chambers, shall not vote on the matter, shall not participate in discussions regarding the matter or attempt to influence the Council's deliberation of the matter in any way (during meetings or outside of meetings), shall not attend Executive Sessions regarding the matter, and shall otherwise comply with the state law and City ordinances concerning conflicts of interest including Chapter 171 of the Texas Local Government Code.

2.12 Presiding Officer.

The Mayor shall serve as the Presiding Officer for all meetings of the City Council. In the absence of the Mayor, the Mayor Pro Tem shall serve as the Presiding Officer. In the absence of the Mayor and Mayor Pro Tem, the City Manager shall call the meeting to order, if a quorum of the Council is present, and the first order of business shall be for Council to elect by majority vote, a temporary presiding officer from the members then seated and in attendance. The temporary presiding officer shall serve in such capacity until the meeting is adjourned.

The Presiding Officer shall serve as the chair of all meetings and shall make final rulings on all questions pertaining to these rules. All decisions of the presiding officer are final unless overruled by the City Council through a motion to appeal as described in Article 3.9 – Courtesy, Decorum and Order of these rules.

The Mayor, as Presiding Officer, is entitled to participate in the discussion and debate, but may not vote, except in elections, to break a tie, and as otherwise provided in the City's Charter. Because the Presiding Officer conducts the meeting, it is common courtesy for the chair to take a less active role than other members of the Council in debates and discussions. This practice in no way precludes the presiding officer from participating in the meeting fully and freely.

The presiding officer of boards and commissions shall be the person selected by the board or commission as the chair, co-chair, or vice chair. If these persons are not in attendance, the board or commission shall choose a temporary presiding officer from among the members in attendance.

2.13 Minutes of Meetings.

The City Secretary shall keep minutes of all proceedings of the City Council and they shall be open to public inspection in accordance with the laws of the State of Texas. Staff Liaisons will take minutes of proceedings of the various Boards & Commissions and provide them to the City Secretary as Records Custodian.

2.14 Suspension and Amendment of Rules.

Any provisions of these rules not governed by federal, state law or the City Charter may be temporarily suspended by a supermajority vote (see Article 3.7 of these rules) of the City Council. Any provisions of these rules may be amended by majority vote if such amendment is appropriately posted on an agenda of a regular meeting of the City Council and receives approval of the majority of City Council at such meeting.

2.15 Rules for the Press and Media.

The use of media equipment, such as lights, cameras and/or microphones must be coordinated with the City Manager prior to the meeting to ensure that the equipment does not disturb or otherwise conflict with or disrupt the meeting or the Council's activities.

ARTICLE 3. PARLIAMENTARY PROCEDURE

3.1 Purpose.

The purpose of these rules of parliamentary procedure is to establish orderly conduct of the meetings. Simple rules lead to a wider understanding and participation. Complex rules create two classes: (1) those who understand the rules, and (2) those who do not fully understand and those who do not fully participate. The ultimate purpose of these rules of parliamentary procedure is to encourage and facilitate decision-making by the City Council. In a democracy, the majority opinion carries the day.

These rules enable the majority to express their opinion and fashion a result, while permitting the minority to also express itself (but not dominate) and fully participate in the process.

3.2 Model Format for an Agenda Item Discussion.

The following ten (10) steps may be used as a model or guidebook by the Presiding Officer. The meeting is governed by the agenda and the agenda constitutes the only items to be discussed. Each agenda item can be handled by the Presiding Officer (Mayor) in the following basic format:

1. *Announce the Item.* The Mayor should clearly announce the agenda item number. The Mayor or the Mayor's designee shall clearly state the subject matter of the agenda item by reading the caption for the item being considered.

2. *Receive a Report.* The Mayor should invite the appropriate people to report on the item, including any recommendation they might have.
3. *Ask Clarifying Questions.* The Mayor should ask the Council Members if they have any technical questions for clarification. At this point, members of the City Council may ask clarifying questions to the people who reported on the item, and they should be given time to respond.
4. *Seek Citizen Input.* The Mayor should invite citizen comments – or if a public hearing, open the public hearing. Upon conclusion, the Mayor should announce that public input is closed, or if a public hearing, close the public hearing.
5. *Discussion . Allow council discussion before a motion is made.*
6. *Motion First.* The Mayor should invite a motion from the City Council before debate is given on the merits of the item. The Mayor should announce the name of the member who makes the motion.
7. *Motion Second.* The Mayor should determine if any member of the City Council wishes to second the motion. The Mayor should announce the name of the member who seconds the motion. If no member of the City Council wishes to second the motion, then the motion fails, and should be so stated by the Mayor.
8. *Repeat Motion.* If the motion is made and seconded, the Mayor should make certain that everyone (including the audience) understands the motion. This is done in three ways:
 - a. The Mayor can ask the maker of the motion to repeat it;
 - b. The Mayor can repeat the motion; or
 - c. The Mayor can ask the City Secretary to repeat the motion.
9. *Discuss the Motion.* The Mayor should now invite the members of the City Council to discuss the motion. If there is no desired discussion, the Mayor may call for a vote. If there has been no discussion or a brief discussion, then there is no need to repeat the motion before taking a vote. If the discussion has been lengthy, it is a good idea to repeat the motion before calling for the vote.
10. *Vote.* The Mayor may ask the City Secretary to call roll. Unless a super-majority is required for passage of the motion, a simple majority vote determines whether the motion passes or fails. Unless a member of the Council seeks recusal from voting on any question where the vote would constitute a conflict of interest, and that recusal is consented to by a majority of the remainder of the Council, all members of the Council shall vote upon every question, ordinance or resolution. Action items require a vote.
11. *Announce the Outcome.* The Mayor announces the results of the vote and should also state what action (if any) the Council has taken. The Mayor should announce the name of any member who voted in the minority on the motion.

3.3 The Basic Motions.

The basic motion is the one that puts forward a decision for consideration. A basic motion might be: “I move for approval of the ordinance as submitted,” or “I make a motion that we deny the resolution.” Multiple motions may be made on the same agenda item provided they are made and voted on sequentially.

A failed motion to approve shall be construed as a successful motion to deny. This shall be the case with or without conditions. However, the Mayor may call for additional motions to clarify what (if any action) the Council wishes to take.

3.4 The Motion to Amend.

If a member wants to change a basic motion, the member would have to motion to amend the original or previously amended motion. A motion to amend might be: "I move that we amend the motion to include the changes we discussed to the ordinance." A motion to amend seeks to retain the basic motion on the floor (a motion made and seconded), but to modify it in some way. A motion to amend requires the agreement of the person making the original motion. If the basic motion has already been seconded, the motion to amend must be acknowledged and accepted by the member who seconded the basic motion.

3.5 Discussion and Debate.

The basic rule of motions is that they are subject to discussion and debate. Accordingly, the basic motion and the motion to amend are all eligible, each in their turn for full discussion by and before the City Council. Once the motion is made, The length of individual statements by the Mayor and members is limited to ten five minutes unless the City Council votes to extend the time allotted. Discussion and debate can continue ~~as long as the members wish to discuss it, or~~ until the Mayor or any member decides that it is time to move on and call a vote on the motion once all council members have had the opportunity to discuss the motion.

3.6 Other Motions.

There are exceptions to the general rule of free and open debate on motions. The exceptions All apply when there is a desire of the Council to move on. The following motions are not debatable, and the Mayor must immediately call a vote on the motion, if seconded by another member.

- *Motion to Adjourn.* This motion, if passed, requires the Council to immediately adjourn to its next regularly scheduled meeting. This motion requires a simple majority vote.
- *Motion to Recess.* This motion, if passed, requires the Council to immediately take a recess. Normally the Mayor will determine the length of the recess which could last for a few minutes to several hours. It requires a simple majority vote.
- *Motion to Fix the Time to Adjourn.* This motion, if passed, requires the Council to adjourn the meeting at the specific time set in the motion. For example, "I move we adjourn this meeting at Midnight." It requires a simple majority vote.
- *Motion to Table.* This motion, if passed, requires discussion of the agenda item to be halted immediately, and the agenda to be placed on hold. The motion may contain a specific time to bring the item up again, or it may not specify a time. If no time is specified, the item shall be placed on the agenda at the following Council meeting.
- *Motion to Remove from Table.* This motion, if passed, allows the Council to remove an item previously placed on hold. A vote in favor of removing an item from the table must be made before the Council can take action on an item that was tabled.

3.7 Motions Requiring a Supermajority Vote to Pass.

A supermajority vote consists of a majority plus one (i.e., To pass as a motion under this section requires affirmative votes of a majority, plus one more).

- *Motion to Limit Debate.* This motion is sometimes referred to as, “moving the question” or, “calling the question.” When a member of the Council makes such a motion, the member is saying, “I have had enough discussion, let’s vote on the issue.” When such a motion is made, the Mayor should ask for a second, stop the discussion and vote on the motion to limit debate. The motion requires a supermajority vote to pass. Meaning, the number of council members voting for the motion must equal four or more.
- *Motion to Object to the Consideration of an Item.* This motion, if passed, precludes the City Council from even considering the item on the agenda. It does not preclude the item from appearing on a future agenda. The motion requires a supermajority vote to pass. (Normally, this motion is unnecessary, because the objectionable item can be defeated outright or tabled.)
- *Motion to Suspend the Rules.* This motion is debatable, but requires a supermajority vote to pass. This motion allows the Council to suspend its own rules for a particular purpose. For example, the Council may desire to give a particular speaker more time than normally allowed. A “motion to suspend the rules and give the speaker ten additional minutes,” accomplishes this desire.

3.8 Motion to Reconsider.

There is a special motion that requires a bit of explanation all by itself: the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. As such, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a simple majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

The first issue involves timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next regular meeting or at a special meeting called for that specific item (if properly noticed and on the posted agenda). A motion to reconsider made at a later time is considered untimely and it may not be considered unless the Council suspends the rules to consider it.

Secondly, the motion to reconsider can only be made by a member of the Council who voted in the majority on the original motion. The motion to reconsider may be seconded by any member of the City Council regardless of how they voted on the original motion. If a member of the Council who voted in the minority on the original motion seeks to make a motion to reconsider, it MUST be ruled out of order by the Mayor. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back again and again, which would defeat the purpose of finality.

If a motion to reconsider passes, then the original matter is back before the Council, and a new original motion is in order. The matter may be discussed as if it were on the floor for the first time.

The City Attorney should be consulted prior to making a motion to reconsider so that potential legal implications can be evaluated in advance.

3.9 Courtesy, Decorum and Order.

These rules of order are meant to promote an atmosphere of courtesy and decorum appropriate for the efficient discussion of business. It is the responsibility of the Mayor (and the members of the City Council) to maintain that atmosphere of courtesy and decorum. The Mayor should always ensure that debate and discussion focus on the item and the policy in question, not on the personalities of the participants of the discussion. Debate on policy is healthy; debate on personalities is not. In order to assist in the creation and maintenance of that atmosphere, the following rules shall govern all meetings:

1. *Request to Speak.* Before a Council Member, staff member or an audience member may speak on open session agenda items, they must first be recognized by the Mayor. Upon recognition the person requesting to speak shall hold the floor and shall make their point clearly and succinctly. Public comments must be kept relevant to agenda items or other matters over which the city council has jurisdiction. The Mayor shall rule on the relevance of comments. Persons making irrelevant, impertinent, overly redundant or slanderous remarks may be barred by the Mayor from further comment before the Council during the meeting. Audience members may criticize the city council, including criticism of any act, omission, policy, procedure, program, or service. The Mayor has the right to cut a speaker off if the discussion becomes too personal to an individual, loud, crude, irrelevant, impertinent, redundant, or slanderous.
2. *Order.* While the Council is in session, all Council Members must preserve order and decorum. If a person fails to request to speak before speaking, the Mayor shall rule them 'out of order' and remind them that they do not have the floor. A person shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the meeting, nor disturb any other person while speaking or refuse to obey the orders of the Mayor. Members of the City Council should not leave their seats during a meeting without first recusing themselves, obtaining permission of the Mayor, or making a motion to recess.
3. *Improper References Prohibited.* Every person desiring to speak shall address the entire Council and shall not single out a member of the Council, the audience or a staff member. Speakers shall confine themselves to the question under debate, avoiding all personal attacks and indecorous language.
4. *Interruptions.* A Council Member, once recognized, shall not be interrupted when speaking unless it is to call the member to order, or other such interruption expressed below. If the Council Member, while speaking, is called to order, the member shall cease speaking until the question of order is determined, and if the Council Member is found to be in order, the member shall be permitted to proceed speaking. Allowable interruptions or points of order are as follows:
 - a. *Point of Privilege.* The proper interruption would be: "Point of Privilege." The Mayor would then ask the interrupter to, "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room might be too hot or cold, or a fan motor might interfere with a

Council Members ability to hear.

- b. *Point of Order.* The proper interruption would be: “Point of Order.” The Mayor would then ask the interrupter to, “state your point.” Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the Mayor called for a vote on a motion that permits debate without allowing any discussion.
- c. *Motion to Appeal.* If the Mayor makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the Mayor by stating, “motion to appeal.” If the motion is seconded and after debate if it passes by a simple majority vote, the ruling of the Mayor is reversed.
- d. *Call for orders of the day.* If a council member believes the discussion has strayed from the agenda, the member may say, “let’s return to the agenda.” The motion does not require a vote. If the Mayor discovers that the discussion has strayed from the agenda, the Mayor simply returns to the business of the day.
- e. *Withdraw a Motion.* During the debate and discussion of a motion, the original maker of the motion on the floor, at any time, may interrupt the speaker to withdraw his or her motion. The motion is immediately deemed withdrawn and discussion on the motion shall cease. Council members are free to make the same motion or another motion.

3.10 City Council and Board Member Disruptions.

As stated in Resolution R-2017-20, when members of the City Council or other Board Members become engaged in heated discussions that could be construed as not following parliamentary procedures. It will be the responsibility of the Presiding Officer (Mayor or Board Chair) to restore order to the meeting. In the event that order cannot be immediately restored, the Presiding Officer should call for a recess. When the recess is called, a sufficient number of the City Council or Board Members should depart the room so that a quorum is no longer present. Information Technology personnel will ensure that the microphones and audio for the television channel are turned off. The Presiding Officer will determine what action to take and will resume the meeting, when appropriate. Law enforcement personnel will not become involved unless a crime (i.e. assault, terroristic threat, etc.) is committed.

3.11 Audience Disruptions.

It is against the laws of the State of Texas for anyone to intentionally or recklessly disrupt official proceedings. As stated in Resolution R-2017-20, if a member of the audience (gallery) becomes disruptive, the Presiding Officer will inform that person that their conduct is not permissible and to cease. If that person receives a second warning, the Chief of Police or the Chief’s designee will position themselves in proximity to that person. On the third warning (when appropriate), the Presiding Officer will inform the person that their actions are disrupting this lawful meeting and they must depart immediately. The Chief of Police or the Chief’s designee has the discretion to escort the person out of the chambers and off of City property. In the event the person does not leave the chambers, the person may be subject to being arrested under Section 42.05 of the Texas Penal Code (TPC) and/or Section 38.13 of TPC, or punished as provided in an ordinance

enacted under Section 217.003 of the Texas Local Government Code. The person will be subject to arrest under Section 30.05 TPC if the person does not leave the property. In the event the same person comes to a subsequent meeting and disrupts that meeting to the point they are requested to leave again, a criminal trespass warning can be issued.

3.12 Council May Discipline its Own Members.

In the event a Council Member violates the Charter, these rules or any other ordinance of the city, or acts in a manner that causes embarrassment or disgrace to the City of Bastrop, the City Council on supermajority vote may discipline the offending member. To consider such an action, the Mayor or two Council Members may place the item on an agenda.

Such action may only take place after an executive session is held to discuss the offense. The offending member shall be present at the executive session to answer any questions asked by members of the City Council or make other statements as the member may desire to make in their defense. If the offending member refuses to attend the executive session, the remaining members of the City Council may proceed in their absence.

The outcome of the executive session may be as follows and shall be made publicly in open session in accordance with the Texas Open Meetings Act:

1. *No Action.* The City Council chooses to take no action.
2. *Private Censure.* The City Council may choose to privately censure the offending member, leaving their comments to the offending member left in the confines of the executive session.
3. *Public Censure.* The City Council may choose to publicly censure the offending member through a resolution passed by supermajority vote and entered into the public record.
4. Language that includes the process for filing a complaint via the Ethics Commission and establish language that determines what a council member can and can't do to override their decision. This commission was formed to ensure implementation and enforcement of the City's Code of Ethics to allow for a fair and unbiased process when considering disciplinary action. The council should accept the ruling of the committee to avoid the appearance of personal and political agendas in disciplinary action against council members and/or the mayor. City Manager discussion with other council members should be confidential and not discussed with other members of the council to avoid violation of the Quorum and impede public council discussion.

ARTICLE 4. AGENDA ORDER

The ~~Mayor and the~~ City Manager or an appropriate designee shall prepare a draft agenda and deliver it to City Council via electronic transmission on the Monday prior to the final agenda posting. The City Manager or an appropriate designee shall prepare an agenda and cause the same to be posted in accordance with the Texas Open Meetings Act. Agendas and packet material shall be delivered to the City Council via electronic format uploaded into a cloud storage service. City Council shall be notified via email that the agenda and packet have been uploaded and available for review 72

hours prior to a regularly scheduled Council Meeting. The goal would be to upload the agenda and packet on Thursday prior to a regularly scheduled Council Meeting. In the event of an emergency meeting of the City Council, this provision shall be suspended when not inconsistent with the provisions of federal or state law or the City Charter.

In order to facilitate the agenda process, the Mayor and one Council Member, two Council Members, or the City Manager may place an item on the agenda. Staff assistance, if required, should be requested through the City Manager (City Charter, Article III, Section 3.05 Prohibitions). Agenda items must be provided to the City Manager's Office at City Hall by 12:00 noon on the 7th calendar day preceding the date of the regular meeting. If the agenda topic does not allow for staff to adequately prepare information for Council's consideration, the item may be postponed until the next regular meeting.

4.1 Call to Order.

The Mayor shall call the meeting to order. The Mayor shall announce that a quorum of the City Council is present and shall state for the record the names of all members of the City Council that are absent.

4.2 Pledges of Allegiance to the United States & Texas Flags.

The Council shall recite the Pledge of Allegiance, first to the United States Flag, and then to the state Flag of Texas. The Council welcomes individuals and organizations, young and old, to lead the Pledges.

4.3 Invocation.

All regular meetings of the City Council shall include an invocation.

4.4 Presentations.

Presentations ~~may will~~ be made by the Mayor, City Council, or Staff. ~~The Mayor may deliver any proclamation as may be required from time to time.~~ Proclamations shall be signed by the mayor and shall be read by the Mayor and/or any City Council Member, at the request of the Council Member or entity requesting the Proclamation. City Secretary and signed by the City Manager. All City Council Members shall will be afforded the opportunity to pose for a group photograph for presentations and the proclamation. Proclamations for Outside entities shall be read by the Mayor, or designee by the Mayor, unless a request has been made by the entity for a specific Council Member and organizations granted permission to make a presentation shall be placed in this section.

Proposed proclamations and resolutions will not be placed on an agenda or brought before the City Council for discussion or action that:

- (a) Take a position on a matter of religious or spiritual values or principles, including ones that advance one religion, denomination or article of faith over another;
- (b) Promote political partisanship favoring one party over another;
- (c) Advocate outcomes in legal matters in which the City of Bastrop is not a party and are pending before a court or administrative law body (e.g., State Office of Hearings Examiners);
- (d) Is contrary to a policy position stated in an ordinance previously adopted by the Council

(unless the Council is in the process of amending or repealing the prior ordinance).

4.5 Work Session/Briefings.

Items may be included in this section for the purpose of conducting a detailed and thorough exploration of matters that may subsequently come before City Council as an item for individual consideration. All questions of a technical nature, which require a detailed explanation for understanding, may be considered in a work session. Council may, through the City Manager, request the attendance of such staff members or outside experts as may be required to answer such questions. No formal action may be taken on items. Council may provide staff direction on the matter being considered. Citizen comments and questions will be considered at the end of the prepared presentation and after Council has asked questions.

4.6 Staff and Board Briefings.

Items that are provided to Council on a routine basis, such as monthly financial statements and quarterly investment reports, should be included in this section. Appointed boards of the City, who have been requested to provide periodic updates, such as the Bastrop Economic Development Corporation and Visit Bastrop, will be included in this section.

4.7 Citizen Comments .

Every agenda must include the following language for purposes of open and transparency to inform the public of how to appropriately address the City Council:

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 electronically will only be given to the presiding officer during the meeting and will be included in public record, however only support or opposition will be acknowledged by the presiding officer when indicated; comments will not be read out loud. ~~by this time will be given to the City Council during the meeting and included in the public record, but not read aloud.~~ Citizens signing up to speak on a specific agenda item will be allowed to submit an in-person request prior to the agenda item, during discussion on the agenda item, and/or prior to the close of the agenda item discussion. It shall be at the discretion of the presiding officer to allow for a procedural amendment regarding citizens comments when time restrictions for speaker registration have not been met. 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.

4.8 A Approval of the Minutes.

The Council shall consider the minutes of any meeting presented for their review since the last regular meeting. This heading will only be used when there are no other items listed on a consent agenda; otherwise, this heading may take the form of one item among others on the Consent Agenda.

4.8B Consent Agenda Items.

There is hereby established, as a part of every agenda for regular and/or special called meetings of the City Council, a portion of said agenda that shall be labeled "consent agenda." Said consent agenda may consist of any and all business regularly coming before the City Council including approval of the minutes of previous meetings.

Any member of the City Council or a citizen may request that any item be removed from the consent agenda and considered separately prior to the City Secretary reading the caption of each item. If any item was removed from the consent agenda, it will be considered immediately following approval of the remainder of the consent agenda.

The City Secretary shall read the caption of each item and/or ordinance prior to a motion being made to approve the Consent Agenda. Once a second is received on the motion, the Council shall vote.

All items set out in the consent agenda shall be deemed passed upon passage of an affirmative motion, by a vote of the majority of the members of the City Council, that the consent agenda be adopted. No further action shall be deemed necessary, and all such items appearing on the consent agenda, upon passage of such motion, shall be deemed adopted as if voted upon separately.

4.9 Items for Individual Consideration.

Items for individual consideration shall be considered by the City Council individually and approved by either a simple majority vote or a supermajority vote as the case may be.

Public hearings, which are statutorily required, shall be included in this section. The Mayor shall first request staff comments. The Mayor shall open the public hearing and receive citizen input. While the public hearing is open, Council may ask questions of the speakers, but may not deliberate or argue with the public on the matter at hand. Those speaking at a public hearing are required to follow the rules established herein for citizen comments. Upon conclusion of citizen comments, the Mayor shall close the public hearing. Council may deliberate or take action on the matter at hand upon the closing of the public hearing.

Unless a majority of the City Council votes to proceed with consideration, items listed for individual consideration shall be removed at the request of one of the following:

- (a) The Mayor,
- (b) the item's sponsor(s),
- (c) the city manager,

- (d) the council liaison to board or commission giving rise to the item, or
- (e) the applicant seeking an approval from the Council.

4.10 Executive Session Items.

This section is only used when it is known in advance that it is necessary for the Council to convene in executive session. Executive sessions are sessions closed to the public. They are only permitted for the purpose of discussing matters enumerated in Chapter 551, Open Meetings Act of the Texas Government Code. Disclosure of topics to be discussed shall be made to the public in accordance with the requirements of the Open Meetings Act.

If the subject of the executive session warrants, the executive session may be held prior to the regular session. Council may agree in Executive Session what can be shared in public prior to concluding the Executive Session. Nothing herein shall limit the ability of the Council to adjourn into Executive Session at any time during a meeting to discuss any agenda item.

4.11 Action on Executive Session Items.

This section is only used if Council conducts an executive session. As a general rule, action on executive session items must be taken during public/open session of the Council, unless as authorized by law. Action may include the taking of no action at all.

4.12 Adjournment.

The Mayor shall adjourn the meeting upon passage of the appropriate motion.

ARTICLE 5. RULES GOVERNING CITIZEN COMMENTS

5.1 Purpose.

It is the desire of the City Council to hear from the citizens of Bastrop and to stimulate discussion and offer a forum for a cordial and meaningful public debate on matters that are properly a concern of the City Council. The following rules shall control and govern audience comments.

5.2 Rules for Audience Comments.

Immediately preceding the opening of a public hearing, the Mayor may direct the City Secretary to read the rules governing citizen comments during a Public Hearing. Generally, the rules for a Public Hearing are the same as for Citizen Comments (below); however, the rules for Public Hearings may be altered by the Mayor in advance of the hearing if reasonably necessary to facilitate audience input, Council deliberations, and an efficient meeting.

5.3 Rules Governing Citizen Comments.

1. Citizen comments are limited to those speakers who have been acknowledged by the Presiding Officer and who speak from the designated microphone.
2. Each registered speaker is limited to one citizen's comment for a maximum of timed limit of three minutes ~~on any item except for a public hearing item for which the Presiding Officer has announced a longer time period is allowed. Speakers cannot pool or donate their time allotment to other speakers.~~
3. During specific agenda items and/or public hearings, the presiding officer can announce a

longer time period for speaking when deemed necessary for council discussion. A registered citizen present at the council meeting may donate the entirety of their speaking time to another person. A speaker may not use the donated time of more than two other in person registered speakers on a specific agenda item or public hearing; and may only speak on the agenda item for which they registered for comment.

4. No individual may address the Council without submitting a speaker card, which may be done online or in person. The card must clearly state the subject or issue on which the citizen wishes to speak. If the subject matter does not pertain to city business, the Mayor shall advise the individual and/or make recommendations as to how they may get the issue addressed.
5. Citizens speaking on agenda items shall restrict their comments to the subject matter listed. Citizens speaking on agenda items may make comments either during the Citizen Comment portion of the agenda or when the City Council takes up that particular agenda item.
6. Citizens speaking on non-agenda items shall only speak during the Citizens Comment portion of the agenda.
7. Council may not act upon or discuss any issue brought forth as a non-agenda item, except to:
 - a. Make a statement of specific factual information given in response to the inquiry, or
 - b. A recitation of existing policy in response to the inquiry.

Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

8. Proper respect, decorum, and conduct shall prevail at all times. Impertinent, slanderous, or personal attacks are strictly prohibited and violators may be removed from the Council Chambers.
9. No placards, banners or signs may be displayed in the Council Chambers or City Hall. Exhibits relating to a presentation are acceptable provided that copies are given to the City Attorney for reference, and to the City Secretary to be included in the official records of the meeting.
10. Because of cyber-security concerns, citizens are not allowed to utilize the City's audio-visual equipment for electronic multi-media presentations unless permission is granted by the City Secretary at least 24 hours in advance (at the City Secretary's sole discretion). Hard copies must be provided to the City Secretary to be included in the official records of the meeting.
11. Arguing loudly or forcefully, efforts at intimidation of speakers or attendees, or other disruptive behavior is prohibited. Civil discussion and/or debate are acceptable on items specifically listed on the agenda.
12. Unauthorized remarks from the audience, stomping of feet, applauding, whistles, yells, or any type of disruptive behavior is prohibited. Applause of appreciation may be acceptable when recognizing a significant event or achievement.
13. Council meetings are the workplace to carry out the business of the City of Bastrop; therefore, any conduct that could constitute harassment in the workplace is prohibited.

5.4 Preservation of Order.

As referenced in Article 3.11 above, the Mayor shall preserve order and decorum and, if necessary, shall cause to be silenced or removed from the Council Chambers any non-Council

Member speaking out of order or disrupting the order of the meeting.

5.5 Applicants.

An applicant appearing before the Council seeking approval for items such as contracts or development authorizations is limited to a maximum time of ten minutes. An applicant who has made a presentation to the Council must again be recognized before being allowed to return to the podium to make additional comments or answer questions.

ARTICLE 6. COUNCIL LIAISONS TO BOARDS AND COMMISSIONS

One Council Member will be appointed as the council liaison to each of the city's boards and commissions annually as a part of the Board & Commission Member appointment process, except for the Ethics Commission, Bastrop Housing Authority, Zoning Board of Adjustments, and the Hunters Crossing Local Government Corporation (Council Members are appointed to this board). The Mayor will appoint council liaisons with consideration given to applicable expertise. Council liaisons are asked to make every effort to attend the meetings of the boards or commissions to which they have been appointed as liaison. Board and commission members may contact their council liaison concerning items of concern or interest with regard to their appointed board.

ARTICLE 7. TABLE OF MOTIONS AND POINTS OF ORDER

MOTION/ORDER	REQUIRES SECOND	DEBATABLE	AMENDABLE	VOTE TYPE
Basic Motion	Yes	Yes	Yes	Simple
Motion to Amend	*	No	Yes	N/A
Motion to Adjourn	Yes	No	No	Simple
Motion to Recess	Yes	No	Yes	Simple
Motion to Fix the Time to Adjourn	Yes	No	No	Simple
Motion to Table	Yes	No	No	Simple
Motion to Limit Debate	Yes	No	No	Super
Motion to Object to the Consideration of an Item	Yes	No	No	Super
Motion to Suspend Rules	Yes	No	No	Super
Motion to Reconsider	Yes	Yes	Yes	Simple
Point of Privilege	No	No	No	N/A
Point of Order	No	No	No	N/A
Motion to Appeal	Yes	Yes	No	Simple
Call for Orders of the Day	No	No	No	N/A
Withdraw a Motion	No	No	No	N/A
Motion to Enforce	Yes	No	No	Simple

* For the purposes of these rules, Amendments are not debatable and only require the approval of the member who made the original motion. An amendment to an amendment, requires first the approval of the member who made the original amendment and secondly the approval of the member who made the original motion.



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Presentation regarding a petition to create Bastrop County Emergency Services District No. 3.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

One June 4, 2024, the City of Bastrop received a letter from Preston McGrew and Caleb Peck. The letter was characterized as a “formal request” that Bastrop’s City Limits and ETJ be included in the formation of Emergency Services District #3 which would address Emergency Medical Services (EMS) services within the county.

Existing emergency EMS services are provided by Acadian Ambulance service via a contract with Bastrop County. Recent efforts by Acadian to enter into an exclusive franchise agreement with the City of Bastrop for non-emergency services has proved unsuccessful.

This item seeks to have council approval to allow the item to be placed on a future ballot for voter consideration. All governmental entities within the affected area must pass similar actions. To date, the City of Smithville has approved such a resolution.

FISCAL IMPACT:

Potential Ad Valorem increase to \$0.10 per /1,000 valuation to residents in the affected areas.

RECOMMENDATION:

Review the presentation materials and provide direction to staff.

ATTACHMENTS:

1. None



Bastrop County ESD # 3





What is ESD #3

EDS#3 will be a county wide overlay to provide EMS services to the residence. Forming an ESD will provide consistent funding and stability to provide readily medical services to the residents of Bastrop County.

Because of the projected growth of the county(220,00 by 2030 and 330,00 by 2040) the EMS service that the county contracts with now allowing for 4 ambulances will not be sufficient. Under the current EMS service, the residents of Bastrop County may wait **30 minutes or more** for an ambulance to arrive. But when there are multiple emergencies and interfacility transfers happening it can take upwards of 45minutes to an hour in some parts of the county.

Currently Bastrop County relies on non-transporting EMS responders to help when ambulances have extended response times. In the long-term outlook, this solution is unsustainable without increasing the number of ambulances in Bastrop County.

The Plan

EDS#3 will provide a long-term solution for EMS services to the residents of Bastrop County. ESD#3 will provide funding to increase the number of ambulances from 4 to 11 with room to grow as the county does. This will allow for a much shorter response time even in the more remote parts of the county.

In anticipation of Bastrop Countys growth having more ambulances will reduce the crew's downtime and response readiness. Fatigue created by the overstressed EMS system leads to poor quality of patient care and poor patient outcomes.



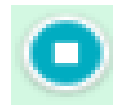
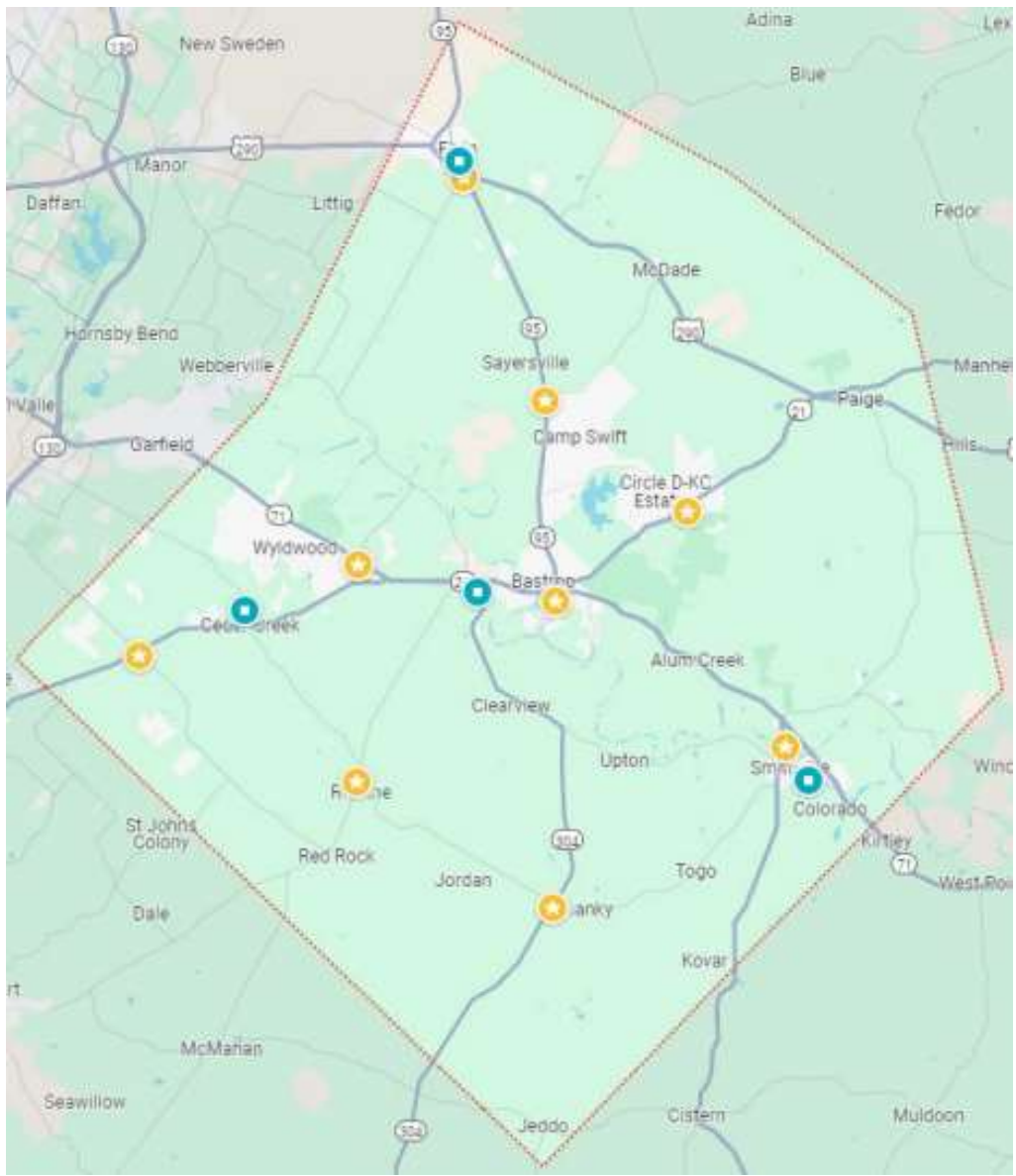
How does this benefit Bastrop County?

Having a county-run EMS system will allow us to create protocols fitted to the needs of Bastrop County instead of a one-size fits all approach that is currently in place. The current approach deprives medical providers of equipment and protocols that are considered standard practice in all the surrounding county EMS systems. This is depriving the residents of what is considered standard care and that is not acceptable.

Having a good quality EMS service for our friends and families is what Bastrop County deserves. ESD# 3 provides us the funding and authority to create a modern EMS system that will provide us shorter response times, proper staffing and training with reliable equipment and vehicles to serve all residents of Bastrop County.



Proposed stations for EDS #3



Current Acadian Stations



Proposed EDS #3 Stations





STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Consider action to approve City Council minutes from the June 11, 2024, Regular meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

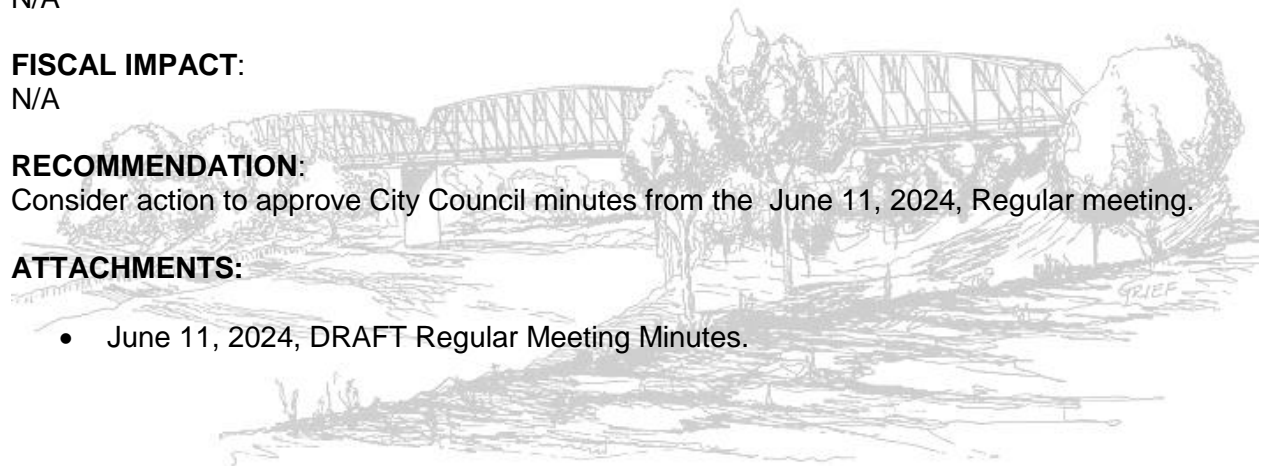
N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the June 11, 2024, Regular meeting.

ATTACHMENTS:

- June 11, 2024, DRAFT Regular Meeting Minutes.



JUNE 11, 2024

The Bastrop City Council met in a regular meeting on Tuesday, June 11, 2024, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Meyer, Lee, Fossler, and Plunkett. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Kaison Ancrum and Aria Perkins led the pledges.

INVOCATION

Arthur Banks, Police Chaplain, gave the invocation.

PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing the legacy of Harriet Tubman.

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

Proclamation was read into record by Ann Franklin, City Secretary and accepted by members of the Kerr Center Board.

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

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

Proclamation was read into record by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager and accepted by the Juneteenth Committee.

WORK SESSIONS/BRIEFINGS - NONE

STAFF AND BOARD REPORTS - NONE

CITIZEN COMMENTS

SPEAKERS

**Lindy Larsen
1320 Farm St.
Bastrop, TX 78602
432-770-5969**

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

Dax Havrilak
779 Peach Creek Rd.
Rosanky, Tx
1-214-364-0085

Meagan Webb
109 Tyrah Lane
512-704-5469

Kevin “Lippy” Mawby
206 Jennifer Lane
Bastrop, TX 78602
512-574-6449

CONSENT AGENDA

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

- 8A. Consider action to approve City Council minutes from the May 28, 2024, Regular meeting.
Submitted by: Ann Franklin, City Secretary

- 8B. Consider action to approve the second reading of Ordinance No. 2024-17 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12 Titled "Traffic and Vehicles," Article 12.05 Titled "Speed Limits," adding Section 12.05.009 titled "SH 304 speed limits." Zoning for traffic and rate of speed therein, on SH 304 in the city limits of the City of Bastrop; defining speeding and fixing a penalty therefore; declaring what may be a sufficient complaint in prosecutions hereunder; repealing all prior ordinances that are in conflict herewith; and providing for findings of fact, enactment, codification, effective date, repealer, severability, proper notice and meeting as shown in Exhibit A.
Submitted by: Kennedy Higgins, Senior Planner, Development Services Department

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

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

ITEMS FOR INDIVIDUAL CONSIDERATION

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

A motion was made by Council Member Plunkett to approve the first reading of Resolution No. R-2024-69 and to include on the June 25, 2024, Individual Consideration agenda for second reading with a comparable contract, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

- 9B. Consider action to approve the first reading of Ordinance No. 2024-18 approving the creation of a Charter Review Commission; appointing initial commissioners; providing for severability; providing for repeal; and providing an effective date; and move to include on the June 25, 2024, consent agenda for second reading.
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager.

A motion was made by Council Member Lee to approve the first reading of Ordinance No. 2024-18 including Richard Martin as a thirteenth member and to include on the June 25, 2024, consent agenda for second reading, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

- 9C. Consider action to approve Resolution No. R-2024-66 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Krissie Fountain to Place 7, of the Bastrop Parks and Recreation Board as required in Section 3.08 of the City's Charter; and establishing an effective date.
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
Presentation was made by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager.

A motion was made by Council Member Fossler to approve Resolution No. R-2024-66, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

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

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

No vote was needed, appointments were made by the Mayor's authority.

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

Submitted by: Mayor Lyle Nelson and Council Member Cynthia Meyer

A motion was made by Mayor Pro Tem Kirkland to confirm appointment of Council Member Kerry Fossler to the ad hoc executive committee to address considerations related to a regional sports facility, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

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

Submitted by: Andres Rosales, Assistant City Manager

Presentation was made by Andres Rosales, Assistant City Manager.

A motion was made by Council Member Fossler to approve Resolution No. R-2024-68, seconded by Council Member Lee, motion was approved on a 5-0 vote.

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

Submitted by: Edi McIlwain, Chief Financial Officer

Presentation was made by Edi McIlwain, Chief Financial Officer.

A motion was made by Council Member Plunkett to approve Resolution No. R-2024-70, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 7:46 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072 to seek the advice of legal counsel regarding potential acquisitions of real estate related to the Westside Collection System wastewater improvements project and the following cases pending in Bastrop County Court at Law No. 1: Case No. 20-20462, City of Bastrop, Texas v. Baham

Interests Limited Partnership; and Case No. 20-20464, City of Bastrop, Texas v. Palms Properties, LLC.

- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 to seek the advice of legal counsel and possible action regarding a potential request for a petition to create Bastrop County Emergency Services District No. 3.
- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.087 to seek the advice of legal counsel and possible action regarding a 380 Agreement economic development incentives for the Sendero - Pearl River (PRC 01 Bastrop, LLC) development.
- 10D. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071, 551.072, and 551.087 to seek the advice of legal counsel regarding the real estate and economic development aspects of a potential development of a Qualified Hotel Project.

Mayor Nelson recessed the Executive Session at 9:46 p.m.

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

- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.087 to seek the advice of legal counsel and possible action regarding a 380 Agreement economic development incentives for the Sendero - Pearl River (PRC 01 Bastrop, LLC) development.
A motion was made by Council Member Meyer to approve the 380 agreement and authorize the City Manager to execute it subject to the following 2 edits by the City Attorney: 1) limitation on HOT Fund expenditures and 2) limitation on duration to maximum 6 years or maximum reimbursement amount, whichever is earlier, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

Adjourned at 9:47 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on June 25, 2024, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Consider action to approve the second reading of Ordinance No. 2024-18 approving the creation of a Charter Review Commission; appointing initial commissioners; providing for severability; providing for repeal; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

At the May 14, 2024, City Council meeting, Council directed the City Manager and the City Attorney to draft a resolution to create a Charter Review Committee composed of residents within the City of Bastrop. The list below represents residents the council has submitted.

1. David Bragg
2. Jimmy Crouch
3. Judy Enis
4. **Alex** Henley
5. Bernie Jackson
6. Dock Jackson
7. Ken Kesselus
8. Chris Kirby
9. Debbie Moore
10. Robin Peyson
11. Connie Schroeder
12. Joe Grady Tuck

At the June 11, 2024, City Council meeting, Council voted to approve the first reading of Ordinance No. 2024-18 to include Richard Martin as a thirteenth member.

The last day to order a general election or election on a measure is February 14, 2025.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve the names as submitted.

ATTACHMENTS:

None

ORDINANCE NO. 2024-18

CREATION OF CHARTER REVIEW COMMISSION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE CREATION OF A CHARTER REVIEW COMMISSION; APPOINTING INITIAL COMMISSIONERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Bastrop, Texas (the “City”), desires to review its Home-Rule Charter (“Charter”); and

WHEREAS, the City has the ability to amend its Charter under Chapter 9 of the Texas Local Government Code and the Charter; and

WHEREAS, Section 13.09 of the Charter requires that the Charter be reviewed periodically; and

WHEREAS, the Mayor and City Council seek citizen input and City staff guidance regarding what, if any, modifications should be made to the Charter.

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

Section 1. The Charter Review Commission is hereby created as a temporary, *ad hoc* advisory group, with the limited purpose of recommending to the City Council what (if any) modifications should be presented to Bastrop voters as amendments to the Charter.

Section 2. Notwithstanding the City of Bastrop Code of Ordinances, Section 1.04.002: **(a)** the Commission shall have 13 members; **(b)** Commissioners’ terms shall expire upon dismissal by the City Council, or January 15, 2025, whichever shall occur first; and **(c)** Commissioners shall be registered voters of the City.

Section 3. Having been nominated by the Mayor and/or members of the City Council, appointed by the Mayor, and confirmed by the City Council, the initial Commissioners shall be those named in *Attachment “A”*.

Section 3. The City Secretary is designated as the staff liaison to the Commission. The City Manager and the City Attorney shall work with the City Secretary and the Charter Review Commission to prepare a report to the

City Council.

Section 5. The Charter Review Commission shall give a report summarizing its recommendations to the City Council no later than November 12, 2024.

Section 6. The City Council intends to call a special election to allow voters to approve or disapprove the proposed amendments to the Charter in May 2025.

Section 7. Should any portion or part of this Ordinance be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 8. This Ordinance shall be in full force and effect from and after its passage.

Section 9. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY ORDAINED & ADOPTED on First Reading by the City Council of the City of Bastrop, Texas, on this, the 11th day of June, 2024.

DULY ORDAINED & ADOPTED on Second Reading by the City Council of the City of Bastrop, Texas, on this, the 25th day of June, 2024.

THE CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**Initial Commissioners comprising the
2024 – 2025
City of Bastrop Home Rule Charter Commission**

1. David Bragg
2. Jimmy Crouch
3. Judy Enis
4. **Alex** Henley
5. Bernie Jackson
6. Dock Jackson
7. Ken Kesselus
8. Chris Kirby
9. Debbie Moore
10. Robin Peyson
11. Connie Schroeder
12. Joe Grady Tuck
13. Richard Martin



STAFF REPORT

MEETING DATE: June 25, 2024

AGENDA ITEM:

TITLE:

Consider action to approve Resolution No. R-2024-72 of the City Council of the City of Bastrop, Texas, accepting a donation from HEB in support of and as sponsorship of the BIG BANG special event fireworks display at Fisherman's Park, in the amount of Three Thousand dollars (\$3,000.00).

AGENDA ITEM SUBMITTED BY:

Terry Moore, Parks and Recreation Director

BACKGROUND/HISTORY:

HEB has been a longtime supporter of community events. They supported the fireworks event through the years when the chamber organized it and continued last year when the city began organizing and executing the event. In return for the donation, HEB asked that the city include their logo on printed media.

FISCAL IMPACT:

Donation would go into the Designated Park fund to be invested back into the parks system.

RECOMMENDATION:

Recommending approval of Resolution No. R-2024-72 of the City Council of the City of Bastrop, Texas, to accept a donation from HEB in support of and as sponsorship of the BIG BANG special event fireworks display as Fisherman's Park, in the amount of Three Thousand dollars (\$3,000).

ATTACHMENTS:

N/A

RESOLUTION NO. R-2024-72

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ACCEPTING A DONATION FROM HEB IN SUPPORT OF AND AS SPONSORSHIP OF THE BIG BANG SPECIAL EVENT FIREWORKS DISPLAY AT FISHERMAN'S PARK, IN THE AMOUNT OF THREE THOUSAND DOLLARS (\$3,000). AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

WHEREAS, HEB supports community events.

WHEREAS, accepting a donation from HEB in the amount of \$3,000 for the BIG BANG fireworks event in Fisherman's Park will go towards the designated parks fund for park enhancements.

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

SECTION 1. That the City Manager is hereby authorized to execute all necessary documents, authorizing accepting the donation from HEB in the amount of \$3,000 for the BIG BANG fireworks event.

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

SECTION 3. That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of June 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Consider Action to approve the first reading of Ordinance No. 2024-19 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12 Titled "Traffic and Vehicles," Article 12.05 Titled "Speed Limits," amending section 12.05.007 titled "SH 21 speed limits." zoning for traffic and rate of speed therein, on SH 21 in the city limits of the City of Bastrop; defining speeding and fixing a penalty therefore; declaring what may be a sufficient complaint in prosecutions hereunder; repealing all prior ordinances that are in conflict herewith; and providing for findings of fact, enactment, codification, effective date, repealer severability, proper notice and meeting as shown in Exhibit A, and move to include on the July 9, 2024, Consent Agenda for second reading.

AGENDA ITEM SUBMITTED BY:
Kennedy Higgins, Senior Planner

BACKGROUND/HISTORY:

TXDOT conducted an engineering and traffic investigation regarding the speed and number of vehicles that utilized SH 21. The recommendation from TXDOT was to lower the speed limit from 50 miles per hour, to 45 miles per hour.

POLICY EXPLANATION:

Texas Transportation Code

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

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

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

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

Bastrop Code of Ordinances

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

Sec. 12.05.003 - Specific speed limits.

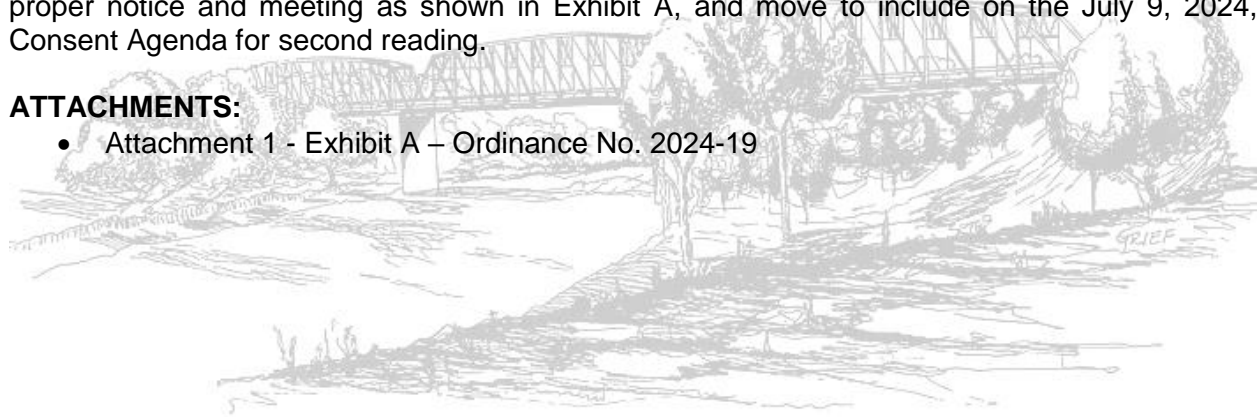
When signs are erected giving notice thereof, no person shall operate a vehicle on any road or highway within the city at a speed greater than that indicated in the schedule as maintained on file in the office of the City Secretary.

RECOMMENDATION:

Consider Action to approve the first reading of Ordinance No. 2024-19 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12 Titled "Traffic and Vehicles," Article 12.05 Titled "Speed Limits," amending section 12.05.007 titled "SH 21 speed limits." zoning for traffic and rate of speed therein, on SH 21 in the city limits of the City of Bastrop; defining speeding and fixing a penalty therefore; declaring what may be a sufficient complaint in prosecutions hereunder; repealing all prior ordinances that are in conflict herewith; and providing for findings of fact, enactment, codification, effective date, repealer severability, proper notice and meeting as shown in Exhibit A, and move to include on the July 9, 2024, Consent Agenda for second reading.

ATTACHMENTS:

- Attachment 1 - Exhibit A – Ordinance No. 2024-19



ORDINANCE NO. 2024-19

SPEED LIMIT ON SH 21

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE CODE OF ORDINANCES RELATED TO CHAPTER 12 TITLED "TRAFFIC AND VEHICLES", ARTICLE 12.05 TITLED "SPEED LIMITS", AMENDING SECTION 12.05.007 TITLED "SH 21 SPEED LIMITS." ZONING FOR TRAFFIC AND RATE OF SPEED THEREIN, ON SH 21 IN THE CITY LIMITS OF THE CITY OF BASTROP; DEFINING SPEEDING AND FIXING A PENALTY THEREFORE; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; REPEALING ALL PRIOR ORDINANCES THAT ARE IN CONFLICT HERewith; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, CODIFICATION, EFFECTIVE DATE, REPEALER SEVERABILITY, PROPER NOTICE AND MEETING.

WHEREAS, the Texas Department of Transportation has determined upon the basis of engineering and traffic investigation that the prima facie maximum speed limit for that portion of SH 21 as shown on the attached Exhibit A, shall be stated and described hereinafter; and

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

WHEREAS, the City Council desires to change the current prima facie speed limits on SH 21 in the city limits of the City of Bastrop, as provided herein, to 45 mph pursuant to Section 12.05.003 of the Code of Ordinances to better protect the convenience, health, safety, and welfare of the residents of the City and of the motoring public.

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

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

Section 2. It is hereby determined upon the basis of an engineering and Traffic investigation that the prima facie maximum speed limit on those portions of SH 21 routed in the City of Bastrop, is hereby stated, which prima facie maximum speed limit shall be effective at all times and signs will be erected giving notice of the prima facie maximum speed limit so declared to wit.

FOR EASTBOUND TRAFFIC

Beginning at Control Section 0322-01 at mile point 20.000 (SH 71) to milepoint 20.393 (Chestnut St.), a distance of 0.393 miles, a prima facie maximum speed limit of forty-five (45) miles per hour.

FOR WESTBOUND TRAFFIC

Beginning at Control Section 0322-01 at mile point 20.393 (Chestnut St.) to milepoint 20.000 (SH 71), a distance of 0.393 miles, a prima facie maximum speed limit of forty-five (45) miles per hour.

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

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

Section 4. Amendment to the City Code. The City of Bastrop Code of Ordinances Chapter 12 “Traffic and Vehicles”, Article 12.05 “Speed Limits”, Section 12.05.007 “SH 21 Speed Limits” of the Code of Ordinances is hereby amended to lower the speed limit on those portions of SH 21 routed in the City of Bastrop per section 2 of this ordinance, and shall read in accordance with Exhibit B.

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

Section 6. Severability. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall

continue to have full force and effect.

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

Section 8. Effective Date. This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 25th day of June 2024.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 9th day of July 2024.

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit B – Amendment to;
City of Bastrop Code of Ordinances Chapter 12; Traffic and Vehicles

Article 12.05; Speed Limits - Section 12.05.007; SH 21 Speed Limits.

Sec. 12.05.007 - SH 21 speed limits.

(a) Due to an imminent threat to public health and safety, the speed limits on SH 21 within the city shall be as follows:

(1) *Eastbound.*

(A) On SH 21 from mile point 14.813 to mile point 15.041, a distance of 0.228 miles, shall hereby be a maximum speed limit of fifty-five (55) miles per hour.

(B) On SH 21 from mile point 14.041 to mile point 14.709 (at Jackson St.), a distance of 0.668 miles, shall hereby be a maximum speed limit of fifty-five (55) miles per hour.

(C) On SH 21 from mile point 20.000 (at SH 71) to mile point 20.393 (Chestnut St.), a distance of 0.393 miles, a prima facie maximum speed limit of forty-five (45) miles per hour.

(2) *Westbound.*

(A) On SH 21 from mile point 14.709 (at Jackson St.) to mile point 14.041, a distance of 0.668 miles, shall hereby be a maximum speed limit of fifty-five (55) miles per hour.

(B) On SH 21 from mile point 15.041 to mile point 14.813, a distance of 0.228 miles, shall hereby be a maximum speed limit of fifty-five (55) miles per hour.

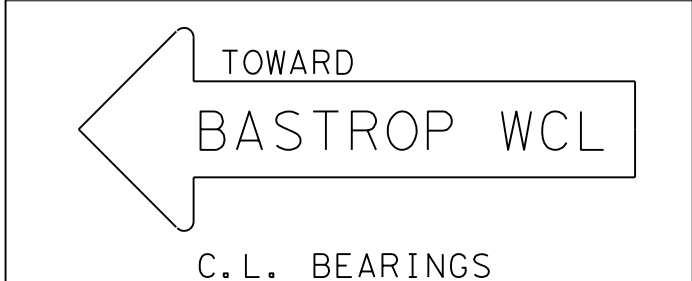
(C) On SH 21 from mile point 20.393 (Chestnut St.) to mile point 20.000 (at SH 71), a distance of 0.393 miles, a prima facie maximum speed limit of forty-five (45) miles per hour.

(b) The director of public works shall cause SH 21 speed limit signs and other traffic-control devices to be erected at such locations deemed necessary to provide reasonable notice of the above speed limits to those traveling on SH 21 within the city.

(c) Violators shall be cited and subject to a fine for the offense of speeding as set forth in section 12.05.008.

MAP 3 OF 5

DEVELOPMENT	} SEE BELOW
RES. SIGHT DISTANCE	
BALL BANK or ADVISORY SPEED	
CURVES OVER 2°	
GRADES OVER 3%	
SURFACE WIDTH AND TYPE	
R.O.W. AND RDBD. WIDTH	
ACCIDENTS	
ZONE LENGTHS MILE	
ZONE SPEEDS MPH	



SH 21



CONTROL/SECTION
265-4 & 265-5
322-1 & 265-10

- - CITY ORDINANCE
DATE

ZONE SPEEDS MPH	
ZONE LENGTHS MILE	
ACCIDENTS	NOT RECORDED
R.O.W. AND RDBD WIDTH	
SURFACE WIDTH AND TYPE	
GRADES OVER 3%	NONE
CURVES OVER 2°	
BALL BANK or ADVISORY SPEED	NONE
RES. SIGHT DISTANCE	NONE
DEVELOPMENT	

DIST. AUSTIN COUNTY BASTROP		MINUTE NO.
HIGHWAY SH 21 CITY BASTROP		REPLACES
DATE OF SURVEY 07/18/23 SCALE 1" = 800'		REPLACED BY
		CANCELED BY

SECTION ONE			LENGTH 0.393 MILES	SECTION TWO		
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT.
	20.000	0322-01				
ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT	ENDS	STA. OR M.P.	CONT.
	20.393	0322-01				

Item 9B.

4-12' LANES
1-12' MEDIAN
2-10' SHOULDERS

05.664/20.000

20.393/01.500

0.393 MILES

END 265-5

BEG 322-1

45 MPH

END 322-1

BEG 265-1

S=053 L=000480 H15 DL
0008-CONC GRDR SPA

CURRENTLY 50 MPH

SPEED CK# 115

MP 20.189

this is where it splits 21/71

38
50
372
07/18/23

005.664

020.107
EMILE ST.

020.167

020.308 020.515
OS 4075

001.435 020.393

SH0095

020.000
JACKSON ST

020.098

07/18/23
45
65
1251

DRAIN

000480 H20 DL
C GRDR SPA

2-8' X8' BC

S=008 L=000027 H15 D
0004-NO VALUE

CURRENTLY 50 MPH

0.393 MILES

45 MPH

USROW0210-MNROW0210

x USROW010

4-12' LANES
1-12' MEDIAN
2-10' SHOULDERS

x044FT-61



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Consider action to approve Resolution No. R-2024-71 of the City Council of the City of Bastrop, Texas authorizing a license to encroach agreement with Aqua Water Supply Corp. - c/o Dacy Cameron, GM - to encroach into the Public Utility Easement to facilitate expansion of Aqua WSC facilities, as attached in Exhibit B of the License Agreement; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Kennedy Higgins – Senior Planner, Development Services

BACKGROUND/HISTORY:

The applicant is requesting a license to encroach in the Public Utility Easement on the portion of the property along Old Austin Highway as shown on Exhibit B of the License Agreement. The reason for the request is for the expansion of office space, as well as an attempt to meet the B3 code requirement of the building being between 2-15 feet of the property line. The agreement is for a period of one year with an automatic one-year renewal beginning on the effective date.

POLICY EXPLANATION:

A License to Encroach Agreement is reviewed and approved by Council.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2024-71 of the City Council of the City of Bastrop, Texas authorizing a license to encroach agreement with Aqua Water Supply Corp. c/o Dacy Cameron, GM to encroach into the Public Utility Easement to facilitate expansion of Aqua WSC facilities, as attached in Exhibit B of the License Agreement; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Attachment 1 - Resolution R-2024-71
- Attachment 2 – License to Encroachment Agreement

RESOLUTION NO. R-2024-71

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING A LICENSE TO ENCROACH AGREEMENT ON A PUBLIC UTILITY EASEMENT LOCATED AT 415 OLD AUSTIN HIGHWAY, ALSO KNOWN AS AQUA WSC; AUTHORIZING EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (“City”) is a Home-Rule City acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Council understands the benefit of allowing certain encroachments on to a Public Utility Easement for the operation of businesses within the City; and

WHEREAS, Dacy Cameron (“Licensee”) seeks to encroach on a portion of a Public Utility Easement; and

WHEREAS, The encroachment is located adjacent to the parcel on which Licensee conducts activities; and

WHEREAS, The City Staff has reviewed the request and License to Encroach Agreement and finds it to be justifiable based upon the use of this Property; and

WHEREAS, The City finds that the allowed encroachments under this Agreement will have negligible negative impacts on the public’s use of the Public Utility Easement; and

WHEREAS, It is in the best interests of City and the utility to have access to the existing and future infrastructure while allowing for encroachment of private property into the Public Utility Easement; and

WHEREAS, City Council finds that it is necessary and proper to enact this Resolution.

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

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

Section 2. The City Council authorizes the execution of the License to Encroach Agreement, which is attached and incorporated herein as Exhibit A.

Section 3. Should any portion or part of this Resolution be held for any reason invalid or unenforceable by a court of competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions hereof shall remain in full force and effect.

Section 4. This Resolution shall be in full force and effect from and after its passage.

Section 5. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 25th day of June, 2024.

THE CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A
License to Encroach Agreement

LICENSE TO ENCROACH AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This is a License Agreement between the City of Bastrop, acting by and through the City Manager (hereinafter “City”) and Aqua Water Supply Corp., acting by and through the General Manager, Dacy Cameron (hereinafter “Licensee”) for the use of a certain Public Utility Easement located adjacent to 415 Old Austin Highway, Bastrop, TX, also known as Aqua WSC. (hereinafter “Agreement”), with such encroachments into the Public Utility Easement being described and depicted in this Agreement. Collectively, City and Licensee will be referred to as the “Parties.”

RECITALS

The Parties acknowledge and agree on the following:

1. The property where Aqua WSC and where the Public Utility Easement is located is shown on Exhibit A (hereinafter “Property”), which is attached and incorporated herein.
2. The encroachment in the Public Utility Easement is located adjacent to the parcel on which Licensee conducts activities which is shown more accurately on Exhibit B, which is attached and incorporated herein.
3. It is in the best interests of City and Utility Providers to have access to the existing and future infrastructure while allowing for encroachment of private property into the public utility easement.
4. The City finds that this Agreement will have negligible negative impacts on the public’s use of the Public Utility Easement for the allowed encroachments.
5. This Agreement is supported by full and adequate consideration.

TERMS OF THE AGREEMENT

In consideration of the recitals and mutual covenants contained in this Agreement, the Parties agree to the following terms:

ARTICLE 1

PREMISES AND PRIVILEGES

For and in consideration of the terms, conditions, and covenants of this Agreement to be performed by Licensee, all of which Licensee accepts, City authorizes and permits Licensee to have the non-exclusive use of the public utility easement for the encroachment as shown in Exhibit B. The herein described privileges are transferable and shall convey with the sale of the property for the term of the agreement described in Article 2. Licensee accepts the condition of the Property as is, where is, and in its condition as of the effective date of this Agreement with no expectation that City will incur any expense in connection with the Property.

ARTICLE 2

TERM

The term of this Agreement shall be for a period of one year, beginning on the effective date of this Agreement. Unless and until the Agreement is terminated, this Agreement will renew itself automatically on each anniversary of the Agreement for an additional one-year term.

- A. The City may terminate this agreement without cause. The City shall give written notice of the termination of the Agreement to Licensee in accordance with Article 7 below, which termination shall become effective on the date specified in the written notice.

ARTICLE 3

OBLIGATIONS OF LICENSEE

In addition to any other obligations imposed by this Agreement, Licensee accepts and will perform the following obligations:

1. Licensee shall not deny access to utility or telecommunication providers.
2. Licensee shall neither construct nor permit any buildings, structures, or improvements other than those listed in this Agreement without approval of the City of Bastrop in writing.
3. Licensee shall maintain and upkeep the Property, including that infrastructure that is encroaching in the Public Utility Easement, or remove those encroaching items if the items are not maintained or kept in good working order.
4. Licensee agrees all future work within the public utility easement will require a request through the permit process and approval by the City Manager
5. Licensee acknowledges that City may desire to repair, repave, or otherwise improve the public utility easement. In this event, Licensee shall allow the City access for such period of time as is necessary. The City also retains the right to access the property for all other rights incidental to and necessary in connection with any utility lines or facilities that may be located on or under the Property.

ARTICLE 4

NOT A CONVEYANCE OF REAL PROPERTY INTEREST

The Parties agree and acknowledge that this Agreement is not a conveyance or transfer of any tenancy, leasehold, or ownership interest of any kind in the Public Utility Easement.

ARTICLE 5

NO LIABILITY FOR CITY

The Parties agree that City shall have no liability for any losses or damages, direct or consequential, resulting from the loss of anything on the Property, real or personal, whether by theft, vandalism, negligence, act of God, or some other event or occurrence.

ARTICLE 6

NO ASSIGNMENT

Licensee shall not assign this Agreement without the prior written consent of the City.

ARTICLE 7

TERMINATION

This Agreement shall terminate upon the occurrence of any of the following:

1. Either the City or the Licensee may terminate this Agreement without cause by submitting 30 (thirty) days' written notice of such to the other Party.
2. Licensee defaults in the performance of its obligations under this Agreement, if such default continues for a period of ten (10) days after written notice to Licensee by City of the default.

Upon termination of this Agreement, Licensee shall remove all things placed within the public utility easement by Licensee or its agents, servants, or employees. Licensee shall restore the public utility easement as nearly as practical to its condition prior to the initial execution of this Agreement.

The failure of City to declare this Agreement in default shall not operate to bar or waive the right of City to terminate this Agreement because of any subsequent violation of the Agreement.

ARTICLE 8

MISCELLANEOUS GENERAL PROVISIONS

- A. Attorney's Fees. In any action brought for the enforcement of the obligations in this Agreement, the prevailing party shall be entitled to recover interest and reasonable attorney's fees.
- B. Misrepresentation. All terms and conditions with respect to this Agreement are expressly contained in this document. Licensee agrees that no representative or agent of the City has made any representation or promise with respect to this Agreement not expressly contained in the Agreement.
- C. Paragraph Headings. The paragraph headings are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
- D. Notices. Notices that are sent pursuant to any provision of this Agreement, at a minimum, shall be sent to the following:

City:

The City of Bastrop
 ATTN: City Secretary
 1311 Chestnut Street
 Bastrop, TX 78602

Licensee:

Aqua Water Supply Corporation
 415 Old Austin Highway
 Bastrop, TX 78602

- E. Choice of Law and Venue. This Agreement is made and entered into by the Parties in Bastrop, Bastrop County, Texas, and is intended to be performed in Bastrop. This Agreement shall be construed in accordance with the laws of the State of Texas and the venue of any suits arising from this Agreement shall be Bastrop County, Texas.
- F. Entire Agreement Amendment: This Agreement including all exhibits constitutes the full and entire understanding and agreement between the Parties and supersedes any prior or contemporaneous written or oral agreements between the Parties. This Agreement may not be amended except by a written instrument signed by both Parties.
- G. Rights and Remedies Cumulative: The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the Parties may have by law, statute, ordinance, or otherwise.
- H. Agreement Approval: Each Party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the Parties indicated.
- I. Originals: This Agreement may be executed in multiple or duplicate originals. A duplicate original or copy of this Agreement is as fully enforceable as an Original, whether the document is “hard copy” or electronic. This Agreement may be signed and a pdf copy of the document transmitted electronically which shall then constitute an original signature on the document.
- J. Effective Date: The effective date of this Agreement shall be on the date last signed by a Party.

[SIGNATURE PAGE TO FOLLOW.]

AGREED:

City of Bastrop, Texas

By: _____ Date: _____
Sylvia Carrillo, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this the ____ day of _____, 2024, by _____, the _____ and the duly authorized representative of the City of Bastrop.

Notary Public, State of Texas

My Commission Expires: _____

AGREED:

By: _____ Date: _____
Dacy Cameron, General Manager

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this the ____ day of _____, 2024, by _____, the _____ and the duly authorized representative of the City of Bastrop.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2024

Notary Public, State of Texas

My Commission Expires: _____



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Consider action to approve Resolution No. R-2024-74 regarding a petition filed by JMA Entity to remove Tract 1: 2.333-acre tract, lot and Tract 2: 5.292-acre tract or parcel of land, as described in the petition, from the City of Bastrop's extraterritorial jurisdiction pursuant to Local Government Code Chapter 42.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The City Secretary received a petition for the release of a certain tract of land comprised of approximately 2.333-acre tract, lot and 5.292-acre tract or parcel of land currently situated within the ETJ of the City.

POLICY EXPLANATION:

Texas Senate Bill 2038 passed by the Texas State Legislature in the 88th Legislative Session, Texas Local Government Code Chapter 42 allows for the release of an area from the City's extraterritorial jurisdiction ("ETJ") by petition of landowners or by election.

Pursuant to Texas Local Government Code Section 42.102, a resident of an area or the owners of the majority in value of an area in the City's ETJ may file a petition with the City Secretary for the area to be released from the ETJ.

Pursuant to Texas Local Government Code Section 42.152, a resident of an area in the City's ETJ may request the City to hold an election to vote on the question of whether to release the area from the City's ETJ by filing a petition with the City Secretary

RECOMMENDATION:

Consider action to approve Resolution No. R-2024-74 regarding a petition filed by JMA Entity to remove Tract 1: 2.333-acre tract, lot and Tract 2: 5.292-acre tract or parcel of land, as described in the petition, from the City of Bastrop's extraterritorial jurisdiction pursuant to Local Government Code Chapter 42.

ATTACHMENTS:

- Resolution No. R-2024-74
- Petition

CITY OF BASTROP, TX
RESOLUTION NO. R-2024-74

EXTRATERRITORIAL JURISDICTION RELEASE

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS FOR
THE RELEASE OF LAND FROM THE CITY'S
EXTRATERRITORIAL JURISDICTION UPON REQUEST
AND PROVIDING FOR FINDINGS OF FACT, REPEALER,
SEVERABILITY, EFFECTIVE DATE, AND PROPER
NOTICE AND MEETING**

- WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”) has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and
- WHEREAS,** pursuant to Texas Senate Bill 2038 passed by the Texas State Legislature in the 88th Legislative Session, Texas Local Government Code Chapter 42 allows for the release of an area from the City’s extraterritorial jurisdiction (“ETJ”) by petition of landowners or by election; and
- WHEREAS,** pursuant to Texas Local Government Code Section 42.102, a resident of an area or the owners of the majority in value of an area in the City’s ETJ may file a petition with the City Secretary for the area to be released from the ETJ; and
- WHEREAS,** pursuant to Texas Local Government Code Section 42.152, a resident of an area in the City’s ETJ may request the City to hold an election to vote on the question of whether to release the area from the City’s ETJ by filing a petition with the City Secretary; and
- WHEREAS,** the City Council has received a petition for the release of a certain tract of land comprised of 5.100 acres currently situated within the ETJ of the City (“Property”), which Property is more accurately described in Exhibit A, which is attached hereto and incorporated herein; and,
- WHEREAS,** having received verification from the City Secretary, the City Council finds the attached ETJ Release Petition for the Property (“Petition”), which is attached here as Exhibit A and incorporated herein, is valid and this Resolution is necessary and proper for the good government, peace, or order of the City to release the Property from the City’s ETJ.

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

- Section 1. Findings of Fact:** The foregoing recitals are incorporated into this resolution (“Resolution”) by reference as findings of fact as if expressly set forth word-for-word herein.
- Section 2. Release:** The Petition is hereby considered verified; therefore, the Property as described in the Petition is hereby released from the City’s ETJ.
- Section 3. Filing:** The City Secretary is hereby directed to file a certified copy of this Resolution and an updated map of the City’s ETJ boundary with the County Clerk of Bastrop County, Texas.
- Section 4. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- Section 5. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
- Section 6. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, its Code of Ordinances, and the laws of the State of Texas.
- Section 7. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 25th day of June, 2024.

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"
ETJ Release Petition

19WY71
RECEIVED Item 9D.
OCT 23 2023

STATE OF TEXAS §
 §
COUNTY OF Bastrop §

PETITION FOR RELEASE FROM EXTRATERRITORIAL JURISDICTION (“ETJ”) AREA BY LANDOWNER PURSUANT TO CHAPTER 42.101 SUBCHAPTER D, TEXAS LOCAL GOVERNMENT CODE

The undersigned **JMA Entity LLC** (“Petitioner”) hereby petitions the City of Bastrop, Bastrop County, Texas (the “Municipality”), to remove the below-described property from the ETJ boundaries of the Municipality as allowed by Texas Local Government Code §42.101, Subchapter D (the “Statute”).

The Property is described in the attached Exhibit D” being the Recorded Deed and map to the Property designating such territory which are incorporated herein by reference for all purposes.

1. THE STATUTE APPLIES TO THE PETITIONER’S PROPERTY

The Property is not area located:

- (1) within five miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted;
- (2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:
 - (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and
 - (B) that has a population greater than 240,000;
- (3) within the portion of the extraterritorial jurisdiction of a Municipality with a population of more than 1.4 million, that is:
 - (A) within 15 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted; and
 - (B) in a county with a population of more than two million;
- (4) in an area designated as an industrial district under Section 42.044; or
- (5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

2. PETITION REQUIREMENTS

The petition requesting release under the Statute has been signed by:

- (1) more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding uniform election date; or
 - (2) a majority in value of the holders of title of land in the area described by the petition, as indicated by the tax rolls of the applicable central appraisal district.
 - (3) All signature requirements under SB 2038 have been satisfied.
 - (4) The petition includes a map of the land to be released and describes the boundaries of the land to be released by (1) metes and bounds or lot/block number if there is a recorded map or plat.
- Petitioner requests that the Municipality shall immediately release the area from the Municipality's extraterritorial jurisdiction.

4. MUNICIPALITY'S ACTIONS ONCE THE PETITION IS FILED

The municipal secretary or other person responsible for verifying signatures shall verify the signatures contained in the Petition and notify the residents and landowners of the area described within this petition of the results of the petition.

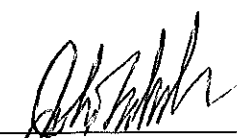
If a resident or landowner obtains the number of signatures on the petition required under Texas Local Govt. Code Section 42.104, the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

3. MUNICIPALITY'S FAILURE TO TAKE ACTION

If a Municipality fails to take action to release the Property by the later of the 45th day after the date the Municipality receives the petition or the next meeting of the Municipality's governing body that occurs after the 30th day after the date the Municipality receives the petition, the area is released by operation of law.

PETITIONER: Dated October 20, 2023

JMA Entity LLC

Signed:  _____

By: John Muhich – Manager

By: John Muhich date of birth 8/16/1954

By: John Muhich, 4203 Spinnaker Cove, Austin, TX 78731

OFFICIAL PUBLIC RECORDS



Krista Bartsch
KRISTA BARTSCH, County Clerk
Bastrop Texas

November 15, 2022 12:21:01 PM **202223755**
FEE: \$38.00
DEED

STATE OF TEXAS)
)
COUNTY OF BASTROP)

KNOW ALL MEN BY THESE PRESENTS:

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THAT JMA LAND LLC, a Delaware limited liability company, an owner of the below-described property hereby declares that it has good and full power to sell and dispose of the said property ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantor paid by JMA ENTITY LLC, a Delaware limited liability company, 4203 Spinnaker Cove, Austin, Texas 78731 ("Grantee"), the receipt of which is hereby acknowledged and confessed;

Grantor has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto said Grantee the following described property:

SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO AND INCORPORATED BY REFERENCE.

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns, forever. And Grantor does hereby bind himself, his heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

Current ad valorem taxes on the Property having been prorated, as of and through the Effective Date of this deed, the payment thereof is assumed by Grantee.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership, or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors and

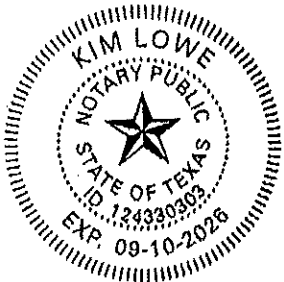
administrators” or “heirs and assigns” shall, with respect to such corporation or trustee, be construed to mean “successors and assigns”.

JMA LAND LLC,
a Delaware limited liability company

By: *John Muhich*
JOHN MUHICH, its manager

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 15 DAY OF NOVEMBER 2022 BY JOHN MUHICH, MANAGER OF JMA LAND LLC, A DELAWARE LIMITED LIABILITY COMPANY ON BEHALF OF SAID COMPANY.



Kim Lowe
NOTARY PUBLIC – STATE OF TEXAS

RECEIVED
OCT 23 2023
Item 9D.

EXHIBIT "A"
LEGAL DESCRIPTION

Real property in Bastrop County, Texas, described as follows:

TRACT 1:

BEING a 2.333-acre tract, lot, or parcel of land out of and being a part of the Nancy Blakey Survey, A-98, in Bastrop County, Texas, and being a part of that certain 10.501-acre tract described in a deed from Herman Washington and Sharon J. Washington to George H. Arnold and wife, Janice Arnold, dated April 1, 1993, recorded in Volume 662, Page 346, Bastrop County Deed Records. Said 10.501-acre tract being a part of that certain 223-acre tract described in a deed from P.O. Eizmer to B.J. Taylor, recorded in Volume 3 I, Page 166, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod found at a fence corner in the north or northeast line of State Highway NO.7 J, the southwest corner of the said 10.501-acre tract, the southeast corner of that certain 5.296-acre tract described as second tract and set aside to B.J. Taylor, Jr., in a Partition Deed recorded in Volume 308, Page 427, Bastrop County Deed Records, for the southwest corner of this tract. THENCE with the common line of the said 10.501-acre tract and Taylor 5.296-acre tract, N 00 deg. 02 min. 03 sec. W, 524.23 feet to a 5/8-inch iron rod with survey cap marked "property corner" found for the northwest corner of this tract. THENCE N 89 deg. 57 min. 57 sec. E, 200.00 feet to a 5/8 iron rod with survey cap marked "property corner" found for the northeast corner of this tract.

THENCE S 00 deg. 02 min. 03 sec. E, 409.90 feet to a 5/8 iron rod found for an angle corner of this tract.

THENCE S 89 deg. 57 min. 57 sec. W, 75 .00 feet to a 5/8-inch iron rod found for an interior corner of this tract.

THENCE S 00 deg. 02 min. 03 sec. E, 200.00 feet to a 5/8-inch iron rod with survey cap marked "property corner" found in the north or northeast line of State Highway No. 71, the south or southwest line of the said 10.501-acre tract, for the southeast corner of this tract.

THENCE with the northeast line of State Highway No. 71, the southwest line of the said 10.501-acre tract, N 55 deg. 36 min. 33 sec. W, 151.54 feet the POINT OF BEGINNING, containing 2.333 acres of land, subject to a 30-foot X 50-foot access easement at the southeast corner and adjacent to the east line of the herein described tract.

TRACT 2:

BEING a 5.292-acre tract or parcel of land out of and being a part of the Nancy Blakey Survey, A-98, in Bastrop County, Texas, and being all of that certain tract said to contain 5.296 acres described as Second tract in a Partition Deed from F.D. Taylor, et al, to B. J. H. Taylor, Jr., dated April 28, 1982, recorded in Volume 308, Page 427, Bastrop County Deed Records. Said tract being a part of that certain 223.0-acre tract described in a deed from P. O. Elzner to B. J. Taylor, dated January 30, 1900, recorded in Volume 31, Page 166, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found near a fence corner in the north line of the said 223-acre tract and the south line of Block A, The Woodlands, a subdivision in said county as recorded in Plat Cabinet 2, Page 350A, Bastrop County Plat Records, the northwest corner of that certain 8.168-acre tract described in a deed from George H. Arnold, et al, to Saskalta, Inc., recorded in Volume 1069, Page 736, Bastrop County Deed Records, for the northeast corner of this tract.

THENCE with the west line of the Saskalta 8.168 acre tract, S 00 deg. 51 min. 57 sec. W, 199.89 feet to a 5/8 inch iron rod found, N 88 deg. 53 min. 39 sec. W, 99.69 feet to a 5/8 inch iron rod found; S 00 deg. 50 min. 41 sec. W, at 117.53 feet pass a 5/8-inch iron rod found at an upper southwest corner of the Saskalta 8.168 acre tract and the northwest corner of that Cretan 2.333 acre tract described in a deed from George H. Arnold, et ux, to Doyle F. Tory, et al, recorded in Volume 664, Page 569, Bastrop County Deed Records, continuing with the west line of the Tory 2.333 acre tract, a total distance of 641.35 feet to a 5/8 inch iron rod set for the southwest corner of the Tory tract in the northeast line of State Highway No. 71, for the southeast corner of this tract.

THENCE with the north line of State Highway No. 71, N 54 deg. 53 min. 25 sec. W, 339.24 feet to a 5/8-inch iron rod found at the southeast corner of that certain 5.296-acre tract designated as Tract No. 1-B in a deed from Floyd D. Taylor, et al, to Ulysses Johnson, et UX, recorded in Volume 481, Page 554, Bastrop County Deed Records, for the southwest corner of this tract.

THENCE with the east line of the Johnson 5.296-acre tract, N 00 deg. 48 min. 43 sec. E, 657.78 feet to the northeast corner of same, a 5/8-inch iron rod found in the north line of the said 223-acre tract and south line of the Woodlands Subdivision, for the northwest corner of this tract.

THENCE with the north line of the 223-acre tract and south line of the Woodlands Subdivision, S 87 deg. 57 min. 07 sec. E, 380.59 feet to the POINT OF BEGINNING, containing 5.292 acres of land.



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Consider action to approve the first reading of Ordinance No. 2024-20 of the City Council of the City of Bastrop, Texas adopting certain restrictions on the participation of registered sex offenders in programs or events involving minors and certain restrictions on where registered sex offenders may go or reside, within a specified distance of premises where children commonly gather. As attached in Attachment A; and provide for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting and move to include on the July 9, 2024, Consent Agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Vicky Steffanic, Chief of Police

BACKGROUND/HISTORY:

Chapter 62 of the Texas Code of Criminal Procedures establishes the State of Texas sex offender registration program, which includes certain requirements to register with the local police department. The Texas local Government Code (341.906), to provide for public safety, authorizes cities to adopt ordinances restricting registered sex offenders from going in, on, or within a specified distance of premises where children commonly gather for the good of government, peace or order of the city.

FISCAL IMPACT:

None

RECOMMENDATION:

Consider action to approve the first reading of Ordinance 2024-20 of the City Council of the City of Bastrop, Texas, approving the amendment to Chapter 8 of the Bastrop Code of Ordinances, to read "General Health, Safety and Sanitation Regulations" and adopt a new Article 8.06, of the Bastrop Code of Ordinances.

ATTACHMENTS:

- Ordinance 2024-20

CITY OF BASTROP, TX
ORDINANCE NO. 2024-20

SEX OFFENDER ORDINANCE

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS ENACTING CHAPTER 8, ARTICLE 8.06, OF THE BASTROP CODE OF ORDINANCES, PROVIDING FOR RESTRICTIONS RELATED TO REGISTERED SEX OFFENDERS; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop (City Council) has general authority consistent with state law and with its home-rule charter to adopt ordinances for the good government, peace, or order of the City; and

WHEREAS, Chapter 62 of the Texas Code of Criminal Procedure establishes the State of Texas sex offender registration program, which includes certain requirements to register with the local police department; and

WHEREAS, Texas Local Government Code Section 341.906, to provide for the public safety, authorizes cities to adopt ordinances restricting registered sex offenders from going in, on, or within a specified distance of premises where children commonly gather; and

WHEREAS, the City Council finds that, to provide for the public safety, adopting certain restrictions on the participation of registered sex offenders in programs or events involving minors and certain restrictions on where registered sex offenders may go or reside within a specified distance of premises where children commonly gather is reasonable and necessary for the good government, peace, or order of the City; and

WHEREAS, the City Council finds that enacting certain additions to the Bastrop Code of Ordinance, as attached in *Attachment "A"*, are reasonable, necessary, and in the best interest of the City.

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

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

Section 2. Enactment: The title of Chapter 8 of the Bastrop Code of Ordinances shall be amended to read "General Health, Safety, and Sanitation Regulations," and a new Article 8.06, of the Bastrop Code of Ordinances is hereby

adopted and enacted and shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

Section 3. Repealer: To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.

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

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

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

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

PASSED & APPROVED on *First Reading* by the City Council of the City of Bastrop, on this, the 25th day of June 2024.

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

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**CITY OF BASTROP
CODE OF ORDINANCES**

CHAPTER 8. GENERAL HEALTH, SAFETY, AND SANITATION REGULATIONS

ARTICLE 8.06 - SEX OFFENDER ORDINANCE

Sec. 8.06.001 - Definitions

- (a) For the purposes of this article, the following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Sex Offender. An individual who, because of one or more violations, is required to register as a sex offender under: Chapter 62 of the Texas Code of Criminal Procedure; the laws of another state; federal law; the laws of a foreign country; or the Uniform Code of Military Justice.

City Park. Land located within the city limits that is owned or controlled by a unit of local government which is designated by the unit of local government for use as a park, which includes regular use for children's recreation.

City Recreation Center. City recreational areas, including but not limited to city recreational parks or other recreational facilities, as well as the soccer fields and baseball fields under the jurisdiction of a unit of local government.

Minor. A person who is under the age of seventeen (17) years of age.

Permanent Residence. A place where a person abides, lodges, or resides for seven (7) or more consecutive days.

Premises where children commonly gather. Any city park, city recreational center, private or public youth center, video arcade, public or private school, child-care facility, daycare center, or child safety zone, as those terms are defined in Texas Local Government Code Section 341.906, Texas Health and Safety Code, sections 341.064 and 481.134, and Texas Human Resources Code, section 42.002. The term does not include a church, as defined by Texas Insurance Code Section 544.251.

Property Owner. Any owner of record, person who has contractual responsibility for managing leases of the property, or person who has the legal right of possession of the property.

Temporary Residence. A place where a person abides, lodges, or resides in the City during any month in which the person on at least three (3) occasions spends more than forty-eight (48) consecutive hours in the City, and which is not the person's Permanent Residence.

Sec. 8.06.002 - Programs Involving Minors

- (a) *Generally.* A sex offender shall not participate in any program or event that includes minors as participants and regularly provides athletic, civic, or cultural activities.

- (b) *Halloween*. A sex offender shall not on each October 31st leave an exterior porch light on or otherwise invite trick-or-treaters who are minors to the premises.

Sec. 8.06.003 - Offender Registration, Reporting, and Residency Prohibition

- (a) A sex offender shall register with the City of Bastrop Police Department when establishing either a permanent or temporary residence in the City, consistent with the requirements of Chapter 62 of the Texas Code of Criminal Procedure.
- (b) A sex offender for whom the City of Bastrop Police Department is designated as that person's primary registration authority by the Texas Department of Public Safety shall report to the City of Bastrop Police Department to verify the information in the person's registration form maintained by the City of Bastrop Police Department either:
- (1) At least once in each ninety (90) day period following the date the person first registered with the City of Bastrop Police Department, if the sex offender is subject to such a ninety (90) day reporting requirement under Article 62.058, Texas Code of Criminal Procedure, because the sex offender has been convicted two or more times for a sexually violent offense, received an order of deferred adjudication two or more times, or been convicted and received an order of deferred adjudication; or
 - (2) At least once each year, not earlier than the thirtieth (30th) day before and not later than the thirtieth (30th) day after the anniversary of the sex offender's date of birth, if the sex offender is subject to such annual reporting under Article 62.058, Texas Code of Criminal Procedure; or
 - (3) If the sex offender is subject to Article 62.202, Texas Code of Criminal Procedure, regarding persons civilly committed as a sexually violent predator, either:
 - a. If the person resides at a civil commitment center, at least once each year; or
 - b. If the person does not reside at a civil commitment center, at least once in each thirty (30) day period following either the date the person first registered with the City of Bastrop Police Department, or, if applicable, the date the person moved from a civil commitment center.
- (c) It is unlawful for a sex offender to establish a permanent or temporary residence within one thousand (1,000) feet of any premises where children commonly gather.

Sec. 8.06.004 - Property Owners Prohibited from Renting Real Property to Sexual Offenders

- (a) It is unlawful for a property owner to let or rent any place, structure or part thereof, manufactured home or trailer, with the knowledge that it will be used as a permanent residence or temporary residence by any sex offender prohibited from establishing such permanent residence or temporary residence pursuant to the terms of this article, if such place, structure or part thereof, manufactured home, trailer, or other conveyance, is located within one thousand (1,000) feet of any premises where children commonly gather.

Sec. 8.06.005 – Enforcement: Penalty; Affirmative Defenses; Evidentiary Matters

- (a) *Penalty*. Any firm, corporation or person who violates any provision contained in the provisions of this article is guilty of a misdemeanor, and upon conviction, shall be fined in

an amount not to exceed five hundred dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

(b) *Affirmative defenses.* It is an affirmative defense to prosecution that any of the following conditions apply:

- (1) The sex offender established the permanent or temporary residence and has complied with all the sex offender registration laws of the state, prior to the date of the adoption of this article;
- (2) The person was a minor when he/she committed the offense and was not convicted as an adult;
- (3) The person is a minor;
- (4) The premises where children commonly gather, as specified herein, within one thousand feet (1,000) of the permanent or temporary residence of the sex offender was opened, established or created after the date the sex offender had established the permanent or temporary residence and complied with all sex offender registration laws of the state;
- (5) The information on the state's sex offender registry database is incorrect, and if corrected, this article would not apply to the person; or
- (6) At the time of the violation, the person was subject to community services supervision pursuant to Article 42A of the Texas Code of Criminal Procedure or a period of supervision as a condition of parole pursuant to Chapter 508 of the Texas Government Code, and the court or parole board reduced or waived the 1,000-foot restriction as it pertains to the person's residence.
- (7) For a violation of Section 8.06.002, the person posted a sign at the entrance to the person's residence on October 31st stating "No Trick-or-Treating", or substantially similar language expressly discouraging trick-or-treating at the residence, and such sign was posted by or before 3:00pm and remained posted through 11:59pm on October 31st.
- (8) The person applied for and was approved for an exemption under Section 8.06.006 specific to the violation.

(c) *Evidentiary Matters.*

- (1) Neither allegation, nor evidence, of a culpable mental state is required for the proof of an offense defined by this article, except for a violation under Section 8.06.004, which requires knowledge on the part of the property owner.
 - a. For purposes of Section 8.06.004, a property owner has knowledge that the property will be used as a permanent residence or temporary residence by a sex offender if either the sex offender's status on the state's sex offender registry database is disclosed to the property owner in an application to lease the property or through a related background check of the prospective tenant, or if the property owner is made aware of the sex offender's status on the state's sex offender registry database by any other means.

- (2) It shall be prima facie evidence that this article applies to such a person if that person's record appears on the state's sex offender registry database.
- (3) *Measurements.* For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather, as described hereinabove.
- a. In the case of multiple residences on one (1) property, measurement is from the nearest wall of the building or occupied structure or the parking/driveway, whichever is closer to the nearest property line of the premises to the nearest property line of the premises where children commonly gather, as described herein.
 - b. The city will maintain a map depicting the prohibited areas. The city shall annually review the map for changes. Said map will be available to the public, at the city police department.
 - c. In cases of a dispute over measured distances, it shall be incumbent upon the person(s) challenging the measurement to prove otherwise.
- (4) Nothing in this section is intended to modify or reduce a "child safety zone" implemented by a court or parole panel under other law.

Sec. 8.06.006 – Exemptions

- (a) Exemptions from the terms of this article shall not be contrary to the laws of this State or the public interest, but may be granted on an event-by-event basis where or when, owing to special conditions, a literal enforcement of the provisions of this article (1) will result in unnecessary hardship, such as interfering with the person's ability to attend school or to hold a job, and (2) is broader than necessary to protect the public, given the nature and circumstances of the special conditions.
- (b) A sex offender shall have the right to make an appeal for an exemption from a provision of this article by making a request to the chief of police, in writing, stating the provision from which an exemption is sought, the event for which an exemption is sought, the special conditions which would cause a literal enforcement of the provision to result in unnecessary hardship, and any other relevant factors showing that granting an exemption would be in the public interest.
- (c) Special conditions and factors that may be considered by the chief of police on whether to grant an exemption include, but are not limited to, the following:
 - (1) Whether a literal enforcement of the provisions of this article in the event-specific instance will result in unnecessary hardship, such as interfering with the person's ability to attend school or to hold a job;
 - (2) Whether a literal enforcement of the provisions of this article in the event-specific instance is broader than necessary to protect the public, given the nature and circumstances of the special conditions;
 - (3) If the person is subject to a period of community supervision under Texas Code of Criminal Procedure Article 42A, or a period of supervision as part of parole under

- Texas Government Code Chapter 508, whether the person has served at least two years of such period of supervision;
- (4) If the person was subject to community services supervision pursuant to article 42.12, section 13B Article 42A of the Texas Code of Criminal Procedure or a period of supervision as a condition of parole pursuant to Chapter 508 of the Texas Government Code, the court or parole board reduced or waived the 1,000-foot restriction as it pertains to the person's residence, or otherwise established conditions less restrictive than those of set forth in this article.
 - (5) Whether the person is seeking the exemption as part of a program to reunite with the person's family; and
 - (6) Whether the person's written request seeking the exemption has specified how the person intends to cope with any stressful situations that occur.
- (d) The decision of the chief of police, which may be made based solely on the written appeal without further hearing, shall be final.



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

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

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

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

During this time, staff was working through minor amendments of the B3 Code and reviewing the draft drainage master plan, as well as undergoing a transportation impact fee discussion and approval. The City Manager placed a pause on the comprehensive plan work to allow the community discussions regarding the code and other plans to take place. The time is now to revisit the plan as the code amendments have highlighted several disconnects between the plan, master plans, and the development code (B3).

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

A memo highlighting the breakout of the additional amount is attached and includes:

- **Enhanced Technical Review of Recent Plans:** In response to recent plans, we have allocated additional resources to conduct a comprehensive technical review. This will ensure that our recommendations are grounded in the latest data and best practices, enhancing the effectiveness and sustainability of the project outcomes. The estimated increase is \$8,500.
- **Added Hazard Risk Analysis as a Component to the Land Use Planning:** Recognizing the impact of flooding, wildfire and other hazards in the area, we have integrated data associated with these components into the land use analysis and overall project planning. The estimated increase is \$10,000.

- Adjusted Staffing Rates from 2022 Levels: Since this initial project was scoped in the bidding process in 2022, staff and staffing rates have been adjusted in this proposal to reflect current billing rates. The estimated increase is \$19,530.
- Travel and Supplies: Since the initial project was scoped, the costs for supplies, materials, and travel have increased. These updated amounts better reflect the current expenses based on recent meetings and travel. The estimated increase is \$1,250.

Expected completion is May of 2025.

FISCAL IMPACT:

\$40,280 – FY 2025 Development Services Fund

RECOMMENDATION:

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

ATTACHMENTS:

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



June 13, 2024

Sylvia Carrillo, City Manager
 City of Bastrop
 1311 Chestnut Street
 Bastrop, Texas 78602

RE: Contract Cost Updates

Thank you again for the opportunity to work with the City of Bastrop. We are very excited to help the City prepare an update to the 2016 Comprehensive Plan, with a focus on growth and land use, Chapters 2 and 5, respectively.

This memo provides background regarding the recent increase in contract costs for the plan update and confirms the services provided for public engagement. The planning process will include the same number of meetings and engagement activities outlined in the original contract. This includes a total of 11 meetings, specifically: 2 technical committee meetings, 3 stakeholder listening sessions, 1 public meeting, 1 city council workshop, 3 planning/zoning briefings, and 1 city council meeting, which will be finalized with staff through the Public Engagement Plan.

This increase includes no time and materials encumbered during the delay period. The City requested this project to be placed on hold which necessitated several key changes in the scope of needs. Due to staff changes at the City and at the request of the City Manager, the project requires a restart. This restart involves redoing the stakeholder meetings with new City staff and reviewing additional planning documents completed by the City during the interim period. In addition to the restart of the project, the following components contributed to the \$40,280 increase in fee:

- **Enhanced Technical Review of Recent Plans:** In response to recent plans, we have allocated additional resources to conduct a comprehensive technical review. This will ensure that our recommendations are grounded in the latest data and best practices, enhancing the effectiveness and sustainability of the project outcomes.
 - *The estimated increase is \$8,500.*
- **Added Hazard Risk Analysis as a Component to the Land Use Planning:** Recognizing the impact of flooding, wildfire and other hazards in the area, we have integrated data associated with these components into the land use analysis and overall project planning.
 - *The estimated increase is \$10,000.*
- **Adjusted Staffing Rates from 2022 Levels:** Since this initial project was scoped in the bidding process in 2022, staff and staffing rates have been adjusted in this proposal to reflect current billing rates.
 - *The estimated increase is \$19,530.*
- **Travel and Supplies:** Since the initial project was scoped, the costs for supplies, materials, and travel have increased. These updated amounts better reflect the current expenses based on recent meetings and travel.
 - *The estimated increase is \$1,250.*



PROJECT SCHEDULE

The timeline for this effort will remain at nine (9) months, starting from the contract approval date. Please see the updated Gantt chart below. Note that this schedule is contingent on meeting availability and the city's schedule, with some variability expected due to holidays.

Month	1	2	3	4	5	6	7	8	9
	July/Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Mar/May
PHASE 1 Initiation /Administration	■	■							
PHASE 2 Existing Conditions		■	■						
PHASE 3 Community Engagement		■		■		■		■	
PHASE 4 Analysis				■	■	■			
PHASE 5 Draft Recommendation						■	■	■	
PHASE 6 Final Plan								■	■

RESOLUTION NO. R-2024-69

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

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

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

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

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

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

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

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

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of June 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

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

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

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

PLANNING PROCESS PARAMETERS

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

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

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

PHASE 1 – INITIATION AND ADMINISTRATION

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

TASK 1.01 - PROJECT INITIATION & KICK-OFF

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

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

TASK 1.02 – REQUEST FOR INFORMATION AND DATA COLLECTION

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

TASK 1.03 – PUBLIC ENGAGEMENT PLAN

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

TASK 1.04 – BASE MAP

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

TASK 1.05 – PROJECT MANAGEMENT

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

TASK 1.06 – QA/QC

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

Phase 1 Meeting Summary

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

Phase 1 Items Provided by City

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

Phase 1 Deliverables:

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

PHASE 2 – EXISTING CONDITIONS

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

TASK 2.01 – EXISTING STUDIES REVIEW

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

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

TASK 2.02 – RECORD OF ACCOMPLISHMENTS

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

Phase 2 Meeting Summary

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

Phase 2 Items Provided by City

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

Phase 2 Deliverables:

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

PHASE 3 – COMMUNITY ENGAGEMENT

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

TASK 3.01 – COUNCIL VISIONING WORKSHOP

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

TASK 3.02 – ONLINE SURVEY

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

TASK 3.03 – PUBLIC MEETING

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

TASK 3.04 – TECHNICAL COMMITTEE

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

TASK 3.05 – STAKEHOLDER LISTENING SESSIONS

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

- Developers
- Utility providers
- Neighborhood Associations
- Businesses

- Bastrop ISD
- County Representatives
- EDC

TASK 3.06 – ELECTED AND APPOINTED OFFICIALS BRIEFINGS

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

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

Phase 3 Meetings Summary

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

Phase 3 Items Provided by City

- Facilitation of meeting, participation in presentations.

Phase 3 Deliverables:

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

PHASE 4 – ANALYSIS

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

TASK 4.01 – POPULATION PROJECTIONS

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

TASK 4.02 – GROWTH PATTERN ANALYSIS

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

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

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

TASK 4.03 – GAP ANALYSIS

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

TASK 4.04 – LAND USE OBJECTIVES & ALIGNMENT

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

Phase 4 Meeting Summary

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

Phase 4 Items Provided by City

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

Phase 4 Deliverables:

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

PHASE 5 – DRAFT RECOMMENDATIONS

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

TASK 5.01 – VISION AND GOALS

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

TASK 5.02 – FUTURE LAND USE PLAN

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

TASK 5.03 – DRAFT PLAN CHAPTERS 2 & 5

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

Phase 5 Meeting Summary

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

Phase 5 Items Provided by City

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

Phase 5 Deliverables:

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

PHASE 6 – FINAL PLAN

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

TASK 6.01 – IMPLEMENTATION PLAN

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

TASK 6.02 – FINAL PLAN CHAPTERS 2 & 5

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

TASK 6.03 – PROJECT CLOSE-OUT AND TRANSMITTAL

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

Phase 6 Meeting Summary

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

Phase 6 Items Provided by City

- Review and edits, as appropriate.

Phase 6 Deliverables:

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

ATTACHMENT B
BASIS OF COMPENSATION

BASIC SERVICES – FEE SUMMARY.

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

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

ADDITIONAL SERVICES AND MEETINGS

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

ATTACHMENT C CITY SUPPORT

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

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

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

ATTACHMENT D PROJECT SCHEDULE

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

(insert basic schedule by phase)

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

RESOLUTION NO. R-2023-66

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

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

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

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

I. General Information and Terms.

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

Contract Parts: This Contract consists of the following parts:

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

II. Standard Contractual Provisions.

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

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

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

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

D. Termination Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Additional Terms or Conditions.

Insurance

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

A. Audit

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

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

B. Reports of Incidents

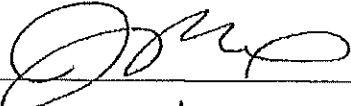
Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any known accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor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

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

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

V. Signatures.

HALFF ASSOCIATES, INC.


By: 

Printed Name: Jordan Maddox

Title: Director of Planning

Date: 3/9/22

CITY OF BASTROP

By: 

Printed Name: Sylvia Carrillo

Title: City Manager

Date: May 3, 2023

EXHIBIT A-1

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

(See Attached)

EXHIBIT A-2

Scope of Services dated April 2023

(See Attached)

EXHIBIT 'A-2' - SCOPE OF SERVICES

Bastrop 5-Year Land Use Update Bastrop, TX

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

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

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

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

Key Bastrop leaders guiding the plan update:

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

PROCESS SUMMARY

Phase One: Discovery

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

Phase Two: Outreach

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

Phase Three: Alignment

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

Phase Two: Conclusions

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

ASSUMPTIONS

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

SCOPE OF WORK

1.00 PHASE ONE: DISCOVERY

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

PROJECT MANAGEMENT (ON-GOING)

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

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

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

1.01 PROJECT KICK-OFF AND CITY TOUR

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

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

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

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

1.03 PRE-PLANNING AND BACKGROUND INFORMATION

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

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

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

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

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

1.02 PROJECT BRANDING

To be prepared by the City of Bastrop.

1.03 BASE MAP PREPARATION

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

Product - Base map for foundation of planning efforts.

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

1.04 REVIEW PREVIOUS PLANS AND TRENDS

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

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

Product - Review of past studies and reports.

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

1.05 IMPLEMENTATION PLAN REVIEW

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

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

1.06 DEMOGRAPHIC AND GROWTH TREND ANALYSIS

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

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

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

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

2.00 PHASE TWO: OUTREACH

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

2.01 COUNCIL VISIONING SESSION

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

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

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

2.02 STAKEHOLDER LISTENING SESSIONS

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

The meetings can be conducted in either the following formats:

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

2.03 LAND USE WORKSHOPS WITH STAFF CPC AND P&Z

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

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

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

2.04 ONLINE COMMUNITY SURVEY

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

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

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

2.05 PUBLIC OPEN HOUSE

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

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

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

2.06 P&Z MEETINGS (TOTAL)

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

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

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

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

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

2.07 PUBLIC OUTREACH SUMMARY

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

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

3.00 PHASE THREE: ALIGNMENT

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

3.01 GAP ANALYSIS - PLANS, CODES AND PUBLIC INPUT

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

3.02 AFFIRM GOALS AND DIRECTION WITH CITY COUNCIL

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

3.03 LAND USE OBJECTIVES AND ALIGNMENT DIRECTION

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

4.00 PHASE FOUR: CONCLUSIONS

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

4.01 DRAFT FUTURE LAND USE PLAN MAP

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

Products – Digital pdf maps format for review by staff.

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

4.02 PLAN EDITS

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

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

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

4.03 PUBLIC REVIEW AND INPUT – PRELIMINARY DRAFT

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

4.04 FINAL DRAFT CHAPTERS AND ADOPTION

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

End of Exhibit ‘A’

EXHIBIT 'B' – BASIS OF COMPENSATION

Bastrop Comprehensive Plan Update City of Bastrop, TX

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

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

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

ADDITIONAL MEETINGS

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

FINAL DOCUMENT

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

EXHIBIT 'C' – SCHEDULE FOR COMPLETION

Bastrop Comprehensive Plan Update City of Bastrop, TX

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

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

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

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

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation Statutory limits, State of TX.

X Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

X Commercial General Liability:

	<u> </u> Very High/High Risk	<u> X </u> Medium Risk	<u> </u> 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

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

<u> </u> Very High/ High Risk	<u> X </u> Medium Risk	<u> </u> 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.

X 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.



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Consider action to approve Resolution No. R-2024-78 proposal from Terra Pave International, a University of Texas Technology Commercialized Company for \$59,841 as a sole source provider for a fog seal street sealant known as Terra Cool.

AGENDA ITEM SUBMITTED BY:

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

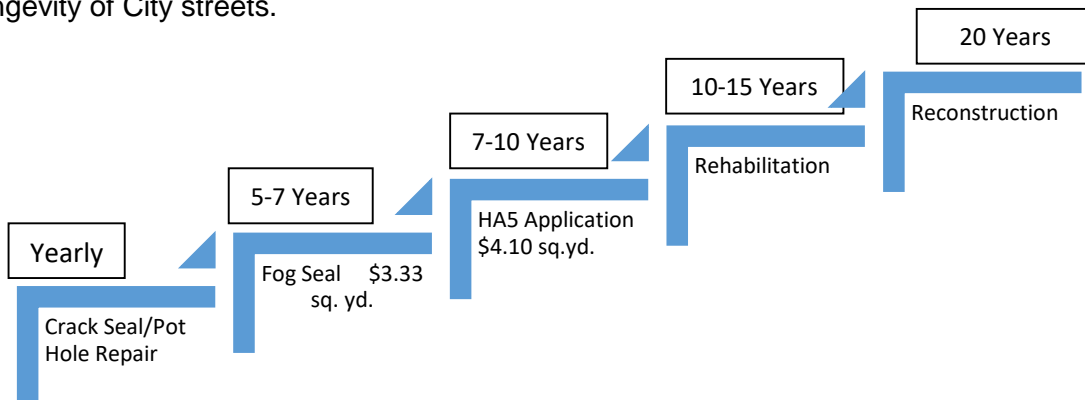
BACKGROUND/HISTORY:

On April 9, 2024, Council approved a purchase for a fog seal called Terra Pave. Terra Pave is a fog sealant defined as “a light application of asphalt, usually emulsion, applied to retain aggregate. It is sometimes used over an asphalt concrete surface or a new seal coat, particularly if a porous aggregate has been used as the cover aggregate....Common preventive maintenance treatments are seal coats, micro surfacing, fog seals, crack seal-ing, joint sealing, thin overlays and others. Prevention means longer pavement life, better pavement performance, improved pavement condition and increased safety”

Terra Pave is a type of fog sealant created by Dr. Yetkin Yildirim, Ph.D., PE that is water based, applied with a water truck, and is a drivable surface within a few hours of application. The product has been applied on Slaughter Lane in Austin and has held up for over five years.

Its attractiveness is the ease of application (a water truck) and a rapid curing time allowing for a much-shortened traffic diversion program.

The product is intended to be put into an overall street maintenance program to increase the longevity of City streets.



The targeted neighborhood is Piney Creek Bend due to its position in the street pavement condition index. It is in a “green” zone, meaning a relatively new streets, out of developer warranty period, but also not quite ready for crack sealing or an HA5 treatment. The proof of concept would potentially allow the need for an HA5 treatment to be delayed by 5-7 years.

Since the April meeting, Terra Pave representatives have met with the residents in Piney Creek explaining the process and timeframe. HOA representatives have requested a different product which is much lighter in color due to the heat created by the black color of the asphalt. Terra Cool, the new product, reduces the heat in the street by 18 degrees.

The company has offered to replace the purchased product; however, staff feels the product can be used on Hoffman Road, which just received a chip seal through our partnership with Bastrop County. The previously purchased amount would allow us to do a proof of concept on the longevity of the chip seal by applying the Terra Pave product over the chip seal only within the city limits. We can then compare it to the street section that only received a chip seal.

The proposed amount of \$59,841

FISCAL IMPACT:

\$59,841

RECOMMENDATION:

Approve the agreement with Terra Pave for the Terra Cool product.

ATTACHMENTS:

1. TXDOT Seal Coat and Surface Treatment Manual – [Online PDF Link](#)
2. Terra Pave Information
3. Terra Cool Information
4. Invoice

RESOLUTION NO. R-2024-78

**APPROVING TERRA PAVE INTERNATIONAL AS A
SOLE SOURCE PROVIDER OF TERRA COOL FOG SEAL**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
BASTROP, TEXAS, APPROVING A PROPOSAL FROM
TERRA PAVE INTERNATIONAL, A UNIVERSITY OF
TEXAS TECHNOLOGY COMMERCIALIZED COMPANY,
FOR \$59,841 AS A SOLE SOURCE PROVIDER FOR A FOG
SEAL STREET SEALANT KNOWN AS TERRA COOL;
PROVIDING FOR SEVERABILITY; PROVIDING FOR
REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Bastrop recognizes the important role well-maintained streets play in ensuring the safety and prosperity of the community;

WHEREAS, the application of fog seal street sealant to aging streets can be used as a cost-effective means of increasing the longevity and condition of roads.

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

- Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2. Execution:** The City Council authorizes the City Manager to negotiate and execute all necessary documents to enter an agreement with Terra Pave International as a sole source provider of the Fog Seal Street Sealant known as Terra Cool, for an amount not to exceed \$59,841.00.
- Section 3. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

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

Section 6. Proper Notice & Meeting: It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 25th day of June, 2024.

THE CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Terra Pave International

Quote / Invoice

Terra Pave International

P.O.Box 203904
 Austin, TX 78720
 University of Texas Technology Commercialized Co. TPI

<-- Mailing Address

DATE 6/20/2024
INVOICE # 06202024MBTCPBCTX
CUSTOMER ID 06202024MBTCPBCTX
DUE DATE 6/24/2024

Bill-To	Signature/Date:	LENGTH Ft	6900	Project Dimensions
Sylvia Carrillo City of Bastrop Texas 1311 Chestnut St, Bastrop, TX 78602 scarrillo@cityofbastrop.org		WIDTH Ft	26.1	180,090 sqft project Length Yd 2300

PRODUCT DESCRIPTION	Quantity Gallon	Retail Unit Cost \$USD/Gal	Adjusted Cost 14%	TAX 0.00%	AMOUNT
Terra Pave White TSW (gallons) - Transportation	-	\$ -	\$ -	\$ -	\$ -
Terra Pave Black TSB (gallons) - Transportation	-	\$ -	\$ -	\$ -	\$ -
Terra Fog (gallons) - Transportation	-	\$ -	\$ -	\$ -	\$ -
Terra Pave Solar Albedo (gallons) - Solar	-	\$ -	\$ -	\$ -	\$ -
Terra Prime (gallons) - Tack Coat - Transportation	-	\$ -	\$ -	\$ -	\$ -
Terra Cool Pavement (gallons) - Transportation	715	\$ 90.00	\$ 77.40	\$ -	\$ 55,341.00
Terra Pave Solar Base (gallons) - Solar	-	\$ -	\$ -	\$ -	\$ -
Deluxe Spray Bar Kit (SBK)	1	\$ 3,500.00		\$ -	\$ 3,500.00
USA Engineers/Consultant at the project site	1	\$ -	FREE		\$ -
Number of Totes 275 gals/tote	2				\$ -
Number of Drums 55 gals/drum,	3				\$ -
Shipping freight by AAFG LLC (totes/Drums)	5	\$ -	Estimate TBD		\$ 1,000.00
					\$ -
1 time trial test discount - Adjusted Cost					\$ -

Terra Pave Products have shelf life of 1 year from shipping date (see MSDS)

TP Subtotal w/o Ship	\$ 55,341.00
Taxable	No
Tax rate	0.000%
Tax due	-
Other/Shipping	4,500.00
TOTAL	\$ 59,841.00
\$ per SqMeters	\$ 3.58
\$ per SqFt	\$ 0.33

Payment/Wire Transfer Information
Wire transfer instruction: Account name: Terra Pave International, Inc. Bank Name: Bank of America Account #: 586012825043 Routing #: 026009593 Swift Code: BOFAUS3N Bank of America Branch: 2511 W. Parmer Lane, Austin, TX 78758 USA

Make Payable: Terra Pave International
 100% payment at Invoice Acceptance

FOR CUSTOMER SERVICE CONTACT ONLY
 If you have any questions about this quote/invoice, please contact

	Attn: Jaime Astorga	texasventuress@gmail.com
	Address: P.O.Box 171214, Austin, TX 78728	Customer Service ONLY
	Email: info@terrapavetech.com	www.terrapavetech.com
	Phone: P +1 512 815-3064	Customer Service

Thank You For Your Business!

The Future of Pavement Maintenance and Preservation

Polymer/Water-Based Alternatives to
Asphalt Sealants

Yetkin Yildirim, Ph.D., PE



Introduction

Terra Pave International

- Research and IP from UT Austin
 - cutting edge polymer technology
 - Marketing studies
- High Performance
- Cost-effective
- Eco-friendly
- constructing and maintaining
 - roadways, parking lots, airfields, and all other traffic-bearing surfaces.



Introduction

TPI is promoting

- sustainability and revolutionizing the field of pavement materials.
- TPI has developed many variations on their materials which are specifically engineered to address the many different types of distresses which occur in aging pavement structures.

Terra Fog (fog seal)

Terra Fog extends the service life of asphalt pavements and forestalls drastic maintenance, such as resurfacing and seal coating, by preventing water from infiltrating the base. Terra Fog enriches and maintains dry asphalt pavements by:

- Preventing asphalt oxidation
- Renewing surface appearance
- Sealing small cracks and loose particles
- Strengthening the pavement's structural matrix

Terra Fog City of Austin Test Section



← Fresh Terra Fog atop a
Chip Seal

Fresh Terra Fog atop →
old, oxidized asphalt



Terra Fog City of Austin Test Section

Three months later: Chip Seal application

vs.

Chip Seal application with Terra Fog overlay



Terra Fog



Environmentally Safe

Superior Strength

Cost-effective

Impermeable

Rapid Curing

Terra Fog City of Austin 1st street Test Section



Terra Fog City of Austin 1st street Test Section

Item 9G.

Section with Terra Fog



Section without Terra Fog



Chip seal section with Terra Fog did not loose any aggregate, whereas section without Terra Fog lost significant amount of aggregate less than one year after construction

Terra Fog - S 1st Street

Item 9G.

Section with Terra Fog

Section with Terra Fog

Section without Terra Fog



125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 506-5821 | WWW.TXDOT.GOV

Item 9G.

February 1, 2016

Yetkin Yildirim, Ph.D., PE
President & CTO

Terra Pave International
www.terrapaveinternational.com

Yetkin,

This is a letter to confirm what we discussed about use of Terra Fog on TxDOT projects. As you know we've used Terra Fog on projects and spot work in San Antonio and Austin, and I've also seen the applications by the City of Cedar Park. All of these appear to have worked well and seem to be good treatments.

I'd be interested in seeing the product used on some TxDOT projects in other locations, and getting feedback from the TxDOT users on the application. Of course we don't have a statewide specification for this type of material yet; these projects would feed into the process of rolling a spec out.

So, if you identify TxDOT Districts who are interested in Terra Fog, I would encourage them to use it on a trial basis. Please ask them to contact me, and I can provide additional information and a draft specification on request.

As always, contact me any time.

Gerald D. (Jerry) Peterson, P.E.

Asphalt, Chemical and Calibration Branch Manager
Construction Division

Conclusion

Terra Pave International's line of eco-friendly, polymer/water-based Terra Fog provide solutions to a wide variety of pavement maintenance challenges by

- Preventing asphalt oxidation
- Preventing aggregate lost for chip seals
- Renewing surface appearance
- Sealing small cracks and loose particles
- Strengthening the pavement's structural matrix

Yetkin Yildirim, Ph.D., PE

President & CTO

Terra Pave International

www.terrapaveinternational.com

yyildirim@terrapaveinternational.com

512-736-2225



Terra Pave International

Quote

Terra Pave International

P.O.Box 203904
 Austin, TX 78720
 University of Texas Technology Commercialized Co. TPI

DATE 3/8/2024
INVOICE # 03072024JATFBCTX
CUSTOMER ID 03072024JATFBCTX
DUE DATE 3/12/2024

Bill-To	Signature/Date:	LENGTH Ft	6900	Project Dimensions
Sylvia Carrillo City of Bastrop Texas 1311 Chestnut St, Bastrop, TX 78602		WIDTH Ft	26.1	180,090 sqft project Length Yd 2300

PRODUCT DESCRIPTION	Quantity Gallon	Retail Unit Cost \$USD/Gal	Adjusted Cost 10%	TAX 0.00%	AMOUNT
Terra Pave White TSW (gallons) - Transportation	-	\$ -	\$ -	\$ -	\$ -
Terra Pave Black TSB (gallons) - Transportation	-	\$ -	\$ -	\$ -	\$ -
Terra Fog (gallons) - Transportation	715	\$ 80.00	\$ 72.00	\$ -	\$ 51,480.00
Terra Pave Solar Albedo (gallons) - Solar	-	\$ -	\$ -	\$ -	\$ -
Terra Prime (gallons) - Tack Coat - Transportation	-	\$ -	\$ -	\$ -	\$ -
Terra Cool Pavement (gallons) - Transportation	-	\$ -	\$ -	\$ -	\$ -
Terra Pave Solar Base (gallons) - Solar	-	\$ -	\$ -	\$ -	\$ -
Deluxe Spray Bar Kit (SBK)	1	\$ 3,500.00		\$ -	\$ 3,500.00
USA Engineers/Consultant at the project site	1	\$ -	FREE		\$ -
Number of Totes 275 gals/tote	2				\$ -
Number of Drums 55 gals/drum,	3				\$ -
Shipping freight by AAFG LLC (totes/Drums)	5	\$ -	Estimate TBD		\$ 800.00
					\$ -
					\$ -

Terra Pave Products have shelf life of 1 year from shipping date (see MSDS)

TP Subtotal w/o Ship	\$ 51,480.00
Taxable	No
Tax rate	0.000%
Tax due	-
Other/Shipping	4,300.00
TOTAL	\$ 55,780.00
\$ per SqMeters	\$ 3.33
\$ per SqFt	\$ 0.31

Payment/Wire Transfer Information
Wire transfer instruction:
Account name: Terra Pave International, Inc.
Bank Name: Bank of America
Account #: 586012825043 Routing #: 026009593
Swift Code: BOFAUS3N
Bank of America Branch: 2511 W. Parmer Lane, Austin, TX 78758 USA

Make Payable: Terra Pave International

100% payment at Invoice Acceptance

FOR CUSTSOMER SERVICE CONTACT ONLY

If you have any questions about this quote/invoice, please contact

Attn: Jaime Astorga
 Address: P.O.Box 171214, Austin, TX 78728
 Email: info@terrapavetech.com
 Phone: P +1 512 815-3064

texasventuress@gmail.com
www.terrapavetech.com
 Customer Service

Thank You For Your Business!

memo

To: Honorable Mayor Nelson and Bastrop City Council
From: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
CC: Ann Franklin, City Secretary
Date: 04/04/2024
Re: Sole Source Provider

Mayor and Council,

Terra Pave is presented for consideration on the April 9, 2024 City Council agenda.

Under LGC 252.022, exceptions for sole sourcing here would perhaps be “items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.”

Terra Pave is under patent by the University of Texas. The application method is water based and the ease of application with only a water truck makes Terra Pave the only surface treatment/fog seal in its class to perform extremely well under those conditions.

The inventor of the technology will be available for questions at the council meeting.



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Consider action to approve Resolution No. R-2024-76 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to award the Request for Qualifications (RFQ) for Indefinite Delivery Indefinite Quantity (IDIQ) for Engineering Services to 18 firms as shown in Exhibit A; authorizing the City Manager to negotiate and execute all necessary documents with selected firms; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

On April 5, 2024, the City of Bastrop issued a Request for Qualifications (RFQ) for Indefinite Delivery Indefinite Quantity (IDIQ) for Engineering Services (RFQ #2024-101-002). The deadline to submit qualifications in response to the RFQ expired on April 19, 2024. After reviewing the qualified submittals and verifying that they were received in a timely manner, staff received approval from City Council on May 28, 2024 (Resolution No. R-2024-63) to close the RFQ #2024-101-002 and to proceed with the evaluation and selection of an engineering firm or firms consistent with the evaluation process set forth in the RFQ. Staff has since evaluated and identified multiple respondents across various categories based on qualifications and is requesting that City Council approve staff to proceed with contract negotiations as necessary.

The City received a total of 60 submittals. The submittals broke down to 20 for General Engineering, 5 for Environmental, 11 for Land Surveying, 7 for Geotechnical, 7 for Mechanical/Electrical/Plumbing (MEP), 8 for Project Management, and 2 for Fire Protection.

The respondents selected for each category are as follows:

General Engineering: Halff Associates, Inc.; Freeland Turk Engineering Group, LLC.; Kimley-Horn and Associates, Inc.; Huitt-Zollars, Inc.; BEFCO Engineering, Inc.; American Structure Point, Inc.; DKS Associates; Walker Partners, LLC.; International Consulting Engineers (ICE)

Environmental: Freese and Nichols, Inc.; ECS Southwest, LLP.

Land Surveying: BEFCO Engineering, Inc.; Datapoint Surveying and Mapping II, LLC.; Surveying and Mapping, LLC. (SAM); Walker Partners

Geotechnical: Raba Kistner, Inc.; ECS Southwest, LLP.

MEP: EMA Engineering & Consulting, Inc.; Wylie Engineering

Project Management: The Goodman Corporation; Johnson, Mirmian, & Thompson, Inc. (JMT)

Fire Protection: International Consulting Engineers (ICE); Wylie Engineering

FISCAL IMPACT:

Contracts will be issued at a later date after negotiations with each firm and on an as-needed basis.

RECOMMENDATION:

Authorize the City Manager to proceed with contract negotiations as necessary with the selected respondents.

ATTACHMENTS:

1. Resolution No. R-2024-76

CITY OF BASTROP

RESOLUTION NO. R-2024-76

RESOLUTION APPROVING THE AWARD OF AN RFQ FOR INDEFINITE DELIVERY INDEFINITE QUANTITY FOR ENGINEERING SERVICES

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO AWARD THE REQUEST FOR QUALIFICATIONS FOR INDEFINITE DELIVERY INDEFINITE QUANTITY FOR ENGINEERING SERVICES TO 18 FIRMS AS SHOWN IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS WITH SELECTED FIRMS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, On April 5, 2024, the City of Bastrop (“City”) issued a Request for Qualifications (RFQ) for IDIQ for engineering services (RFQ # 2024-101-002); and

WHEREAS, The deadline to submit statements of qualifications in response to the RFQ expired on April 19, 2024 and Qualified submittals were timely received by the city; and

WHEREAS, The City Council on May 28, 2024 (Resolution No. R-2024-63) approved to close the RFQ and to proceed with evaluation and selection of an engineering firm or firms; and

WHEREAS, The City has evaluated and identified multiple respondents across various categories based on qualifications; and

WHEREAS, The City Council authorizes staff to proceed with contract negotiations and execute all necessary documents.

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

Section 1: All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this Resolution.

Section 2: The City Council approves and authorizes the closure of the submission period for RFQ # 2024-101-002.

Section 3: The City Council authorizes the City Manager, consistent with the evaluation process and criteria set forth in the RFQ, to proceed with the to

enter into negotiations with selected respondents to the RFQ for potential selection for contracts on future projects, with the final section and proposed contracts to be subject to the approval of the City Council.

Section 4: 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 5: The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act.

Section 6: This Resolution shall take effect immediately upon its passage.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 25th day of June 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A List of Firms

General Engineering:

Half Associates, Inc.
Freeland Turk Engineering Group, LLC.
Kimley-Horn and Associates, Inc.
Huitt-Zollars, Inc.
BEFCO Engineering, Inc.
American Structure Point, Inc.
DKS Associates
Walker Partners, LLC.
International Consulting Engineers (ICE)

Environmental:

Freese and Nichols, Inc.
ECS Southwest, LLP.

Land Surveying:

BEFCO Engineering, Inc.
Datapoint Surveying and Mapping II, LLC.
Surveying and Mapping, LLC. (SAM)
Walker Partners

Geotechnical:

Raba Kistner, Inc.
ECS Southwest, LLP.

MEP Services:

EMA Engineering & Consulting, Inc.
Wylie Engineering

Project Management:

The Goodman Corporation
Johnson, Mirmian, & Thompson, Inc. (JMT)

Fire Protection:

International Consulting Engineers (ICE)
Wylie Engineering



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Consider action to approve Resolution R-2024-75 of the City of Bastrop, Texas, directing staff to prepare a service plan for providing extension of full municipal services to R30094 being 10.559 acres of land out of the Nancy Blakey Survey Abstract No.A98, located north of SH 71 W and west of FM 969, and approximately 1,893 feet of FM 969 right-of-way located north of SH 71 W and south of Capps Lane, and approximately 10,145 feet of SH 304 right-of-way located south of SH 71 W and north of Lower Red Rock Road/Trigg Road, and approximately 1,942 feet of FM 20 right-of-way located south of SH 71 W and north of Shiloh Road to be annexed, as attached in Exhibit A; authorizing the City Manager to execute necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Andres Rosales, Assistant City Manager

BACKGROUND:

The City has received a voluntary annexation request for the property known as "R30094", being 10.559 acres of land out of the Nancy Blakey Survey Abstract No.98, located north of SH 71 W and west of FM 969.

Additionally, the City would like to pursue annexation of the following TxDOT owned and maintained corridors: approximately 1,893 feet of FM 969 right-of-way located north of SH 71 W and south of Capps Lane, and approximately 10,145 feet of SH 304 right-of-way located south of SH 71 W and north of Lower Red Rock Road/Trigg Road, and approximately 1,942 feet of FM 20 right-of-way located south of SH 71 W and north of Shiloh Road. Annexation of these corridors will significantly enhance the city's ability to strategically develop in areas adjacent to the city's utility infrastructure, thereby ensuring more efficient and sustainable growth for the city.

To proceed with annexation, the Texas Local Government Code, Section 43.056(B), requires municipalities to complete a Municipal Service Plan with the property owner before annexation. The Municipal Service Plan is what is used to identify the timeline/process for extending the following city services to the area being annexed:

1. police protection;
2. fire protection;
3. emergency medical services;
4. solid waste collection, except as provided by Subsection (o);
5. operation and maintenance of water and wastewater facilities in the annexed area that are not within the service area of another water or wastewater utility;
6. operation and maintenance of roads and streets, including road and street lighting;
7. operation and maintenance of parks, playgrounds, and swimming pools; and
8. operation and maintenance of any other publicly owned facility, building, or service.

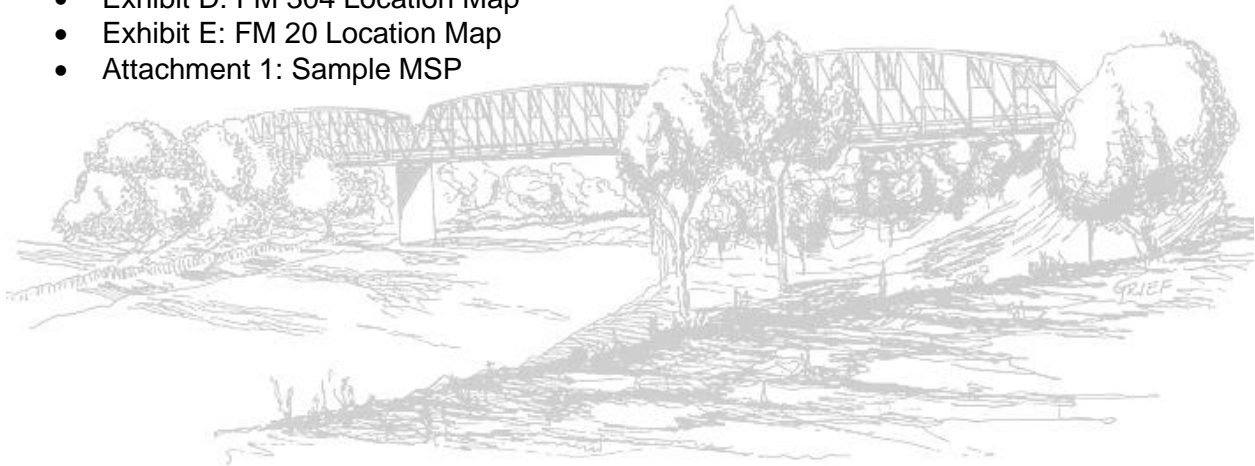
To proceed with preparing the Municipal Service Plan, the Texas Local Government Code, Section 43.065, requires the municipality's governing body to direct Staff to prepare a service plan for the area that provides for the full extension of municipal services to the area to be annexed.

RECOMMENDATION:

Consider action to approve Resolution R-2024-75 directing Staff to proceed with preparing a Municipal Service Plan for R30094, being 10.559 acres of land out of the Nancy Blakey Survey Abstract No.A98, located north of SH 71 W and west of FM 969, and approximately 1,893 feet of FM 969 right-of-way located north of SH 71 W and south of Capps Lane, and approximately 10,145 feet of SH 304 right-of-way located south of SH 71 W and north of Lower Red Rock Road/Trigg Road, and approximately 1,942 feet of FM 20 right-of-way located south of SH 71 W and north of Shiloh Road as presented by Staff.

ATTACHMENTS:

- Resolution No. R-2024-75
- Exhibit A: Overall Annexation Location Map
- Exhibit B: R 30094 Location Map
- Exhibit C: FM 969 Location Map
- Exhibit D: FM 304 Location Map
- Exhibit E: FM 20 Location Map
- Attachment 1: Sample MSP



RESOLUTION NO. R-2024-75

DIRECTING THE PREPARATION OF MUNICIPAL SERVICE PLANS RELATED TO AREAS PROPOSED FOR ANNEXATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, DIRECTING STAFF TO PREPARE SERVICE PLANS FOR PROVIDING EXTENSION OF FULL MUNICIPAL SERVICES TO CERTAIN PROPERTY AND RIGHT-OF-WAY, AS ATTACHED IN EXHIBIT A, WHICH ARE AREAS PROPOSED FOR CONSIDERATION FOR ANNEXATION AT A FUTURE DATE; PROVIDING FOR SEVERABILITY AND A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City has authority to annex certain property, including right-of-way, under the circumstances and following the procedures set forth in Texas Local Government Code Chapter 43, including the preparation by City staff of proposed service plans that provide for the extension of full municipal services to the areas proposed for consideration to be annexed at a future date; and

WHEREAS, the City is considering proposing the annexation of the following property and right-of-way areas, as more specifically described in Exhibit A, attached hereto and incorporated herein:

- The property identified as Bastrop County Appraisal District Parcel R30094 being 10.559 acres of land out of the Nancy Blakey Survey Abstract No.A98, located north of SH 71 W and west of FM 969, for which the City has received a voluntary request from the owner for annexation;
- Approximately 1,893 feet of FM 969 right-of-way located north of SH 71 W and south of Capps Lane;
- Approximately 10,145 feet of SH 304 right-of-way located south of SH 71 W and north of Lower Red Rock Road/Trigg Road;

- Approximately 1,942 feet of FM 20 right-of-way located south of SH 71 W and north of Shiloh Road; and

WHEREAS, the City Council finds that the preparation of the service plans for the property and right-of-way areas proposed for annexation is in the City's interest in order that the City may consider the proposed annexations at a future date.

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

- Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2.** The City Council directs the City Manager and appropriate City staff to prepare service plans consistent with Chapter 43, Texas Local Government Code, that provide for the extension of full municipal services to the areas proposed to be annexed, being the property and right-of-way areas as more particularly described in Exhibit A, attached here to and incorporated herein by reference.
- Section 3. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
- Section 5. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.
- Section 6. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 25th day of June, 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

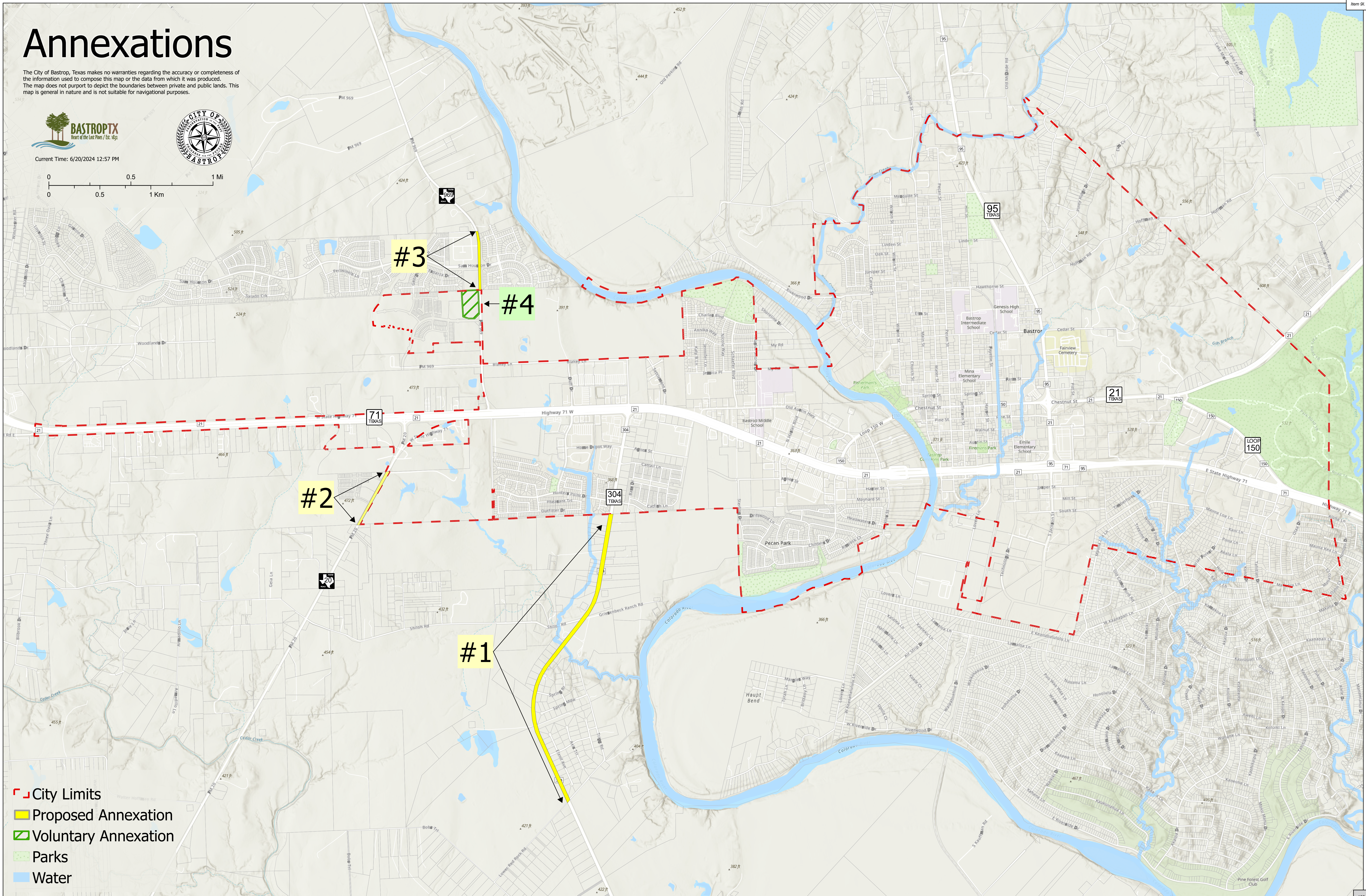
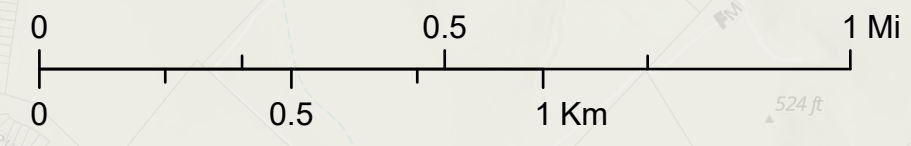
Alan Bojorquez, City Attorney

Annexations

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



Current Time: 6/20/2024 12:57 PM



- City Limits
- Proposed Annexation
- Voluntary Annexation
- Parks
- Water

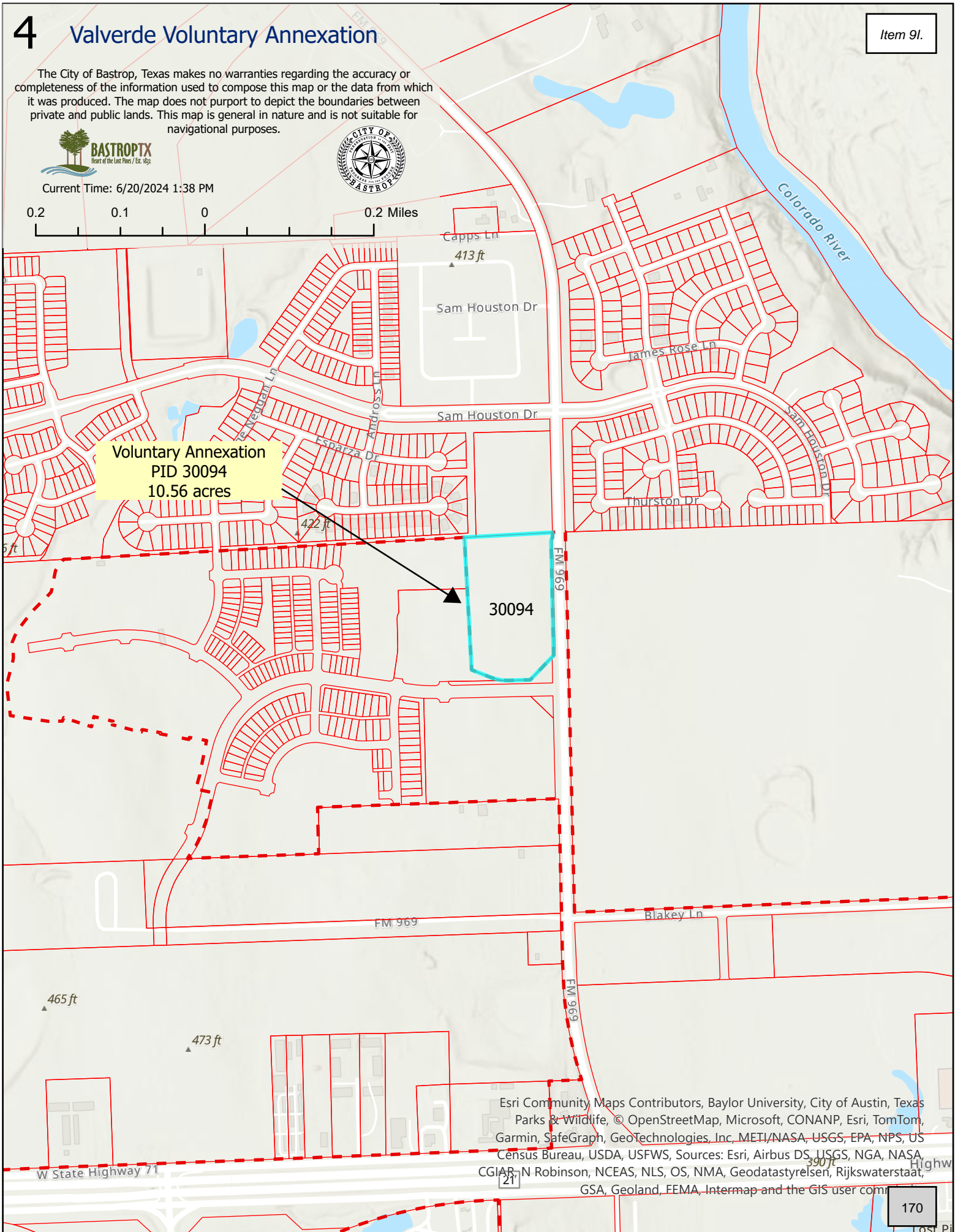
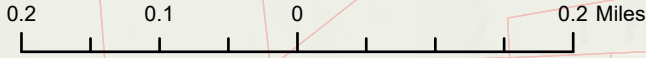
4 Valverde Voluntary Annexation

Item 91.

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Voluntary Annexation
PID 30094
10.56 acres

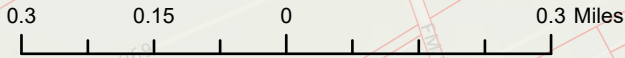
30094

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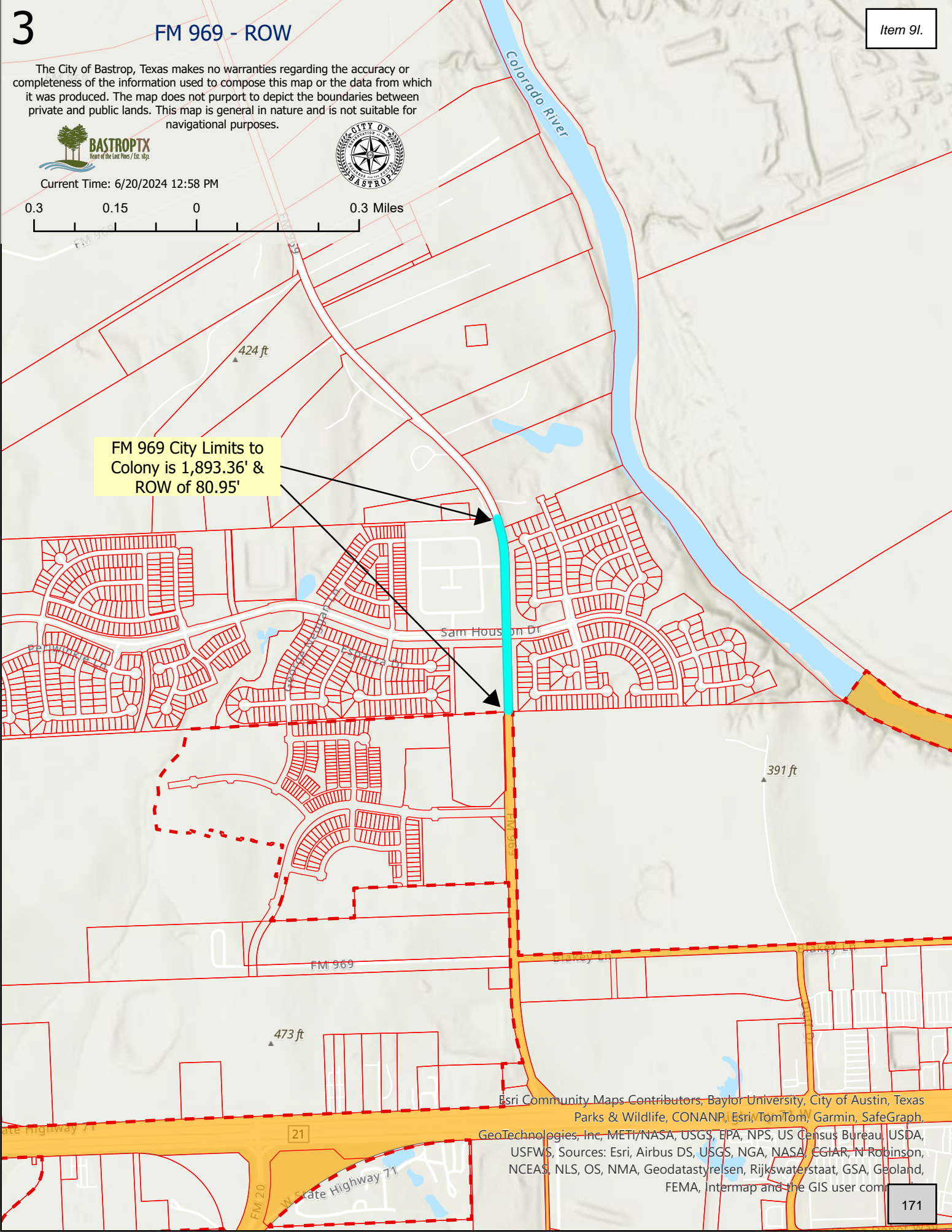
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Current Time: 6/20/2024 12:58 PM



FM 969 City Limits to Colony is 1,893.36' & ROW of 80.95'



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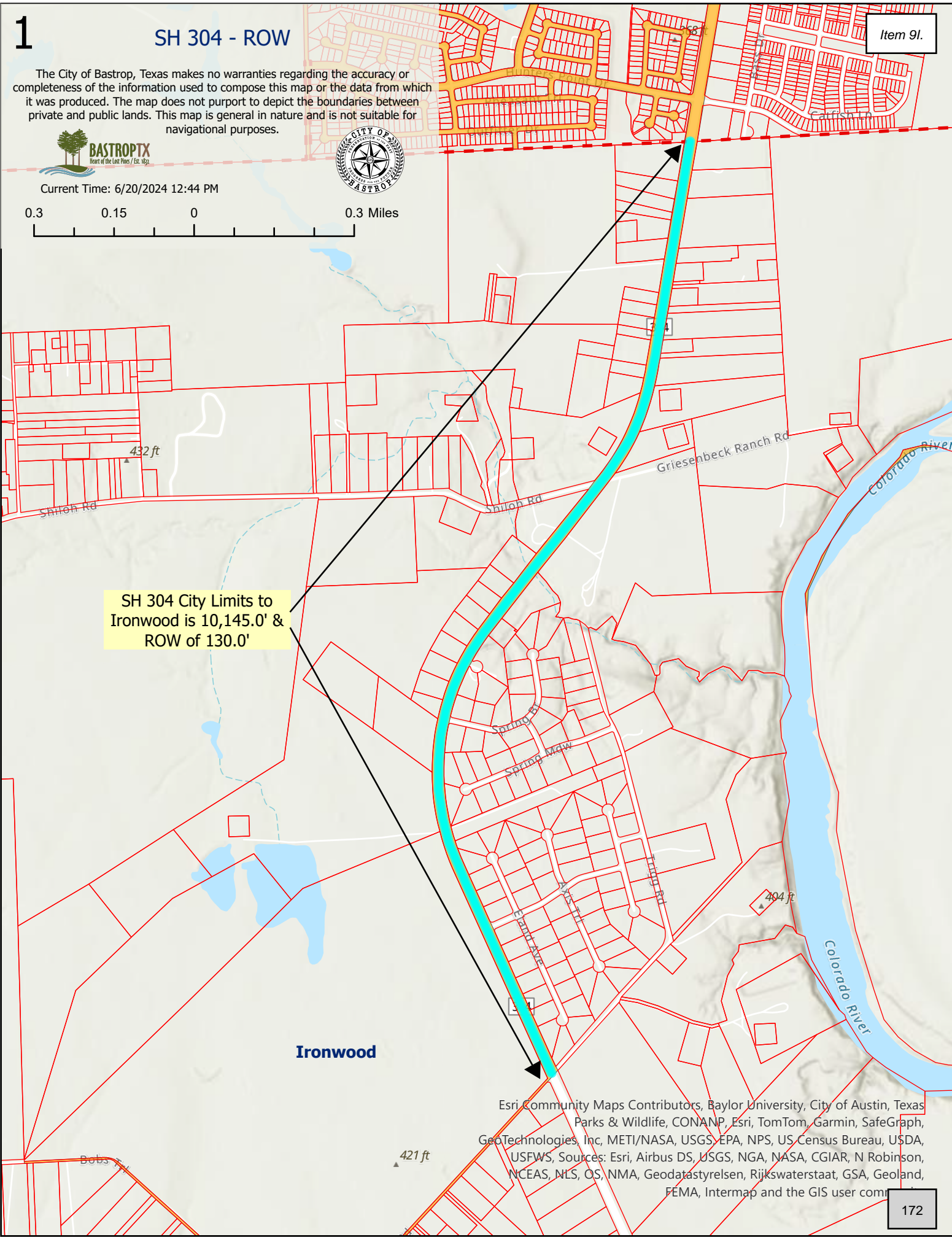
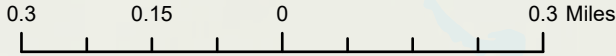
SH 304 - ROW

Item 91.

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Current Time: 6/20/2024 12:44 PM



SH 304 City Limits to Ironwood is 10,145.0' & ROW of 130.0'

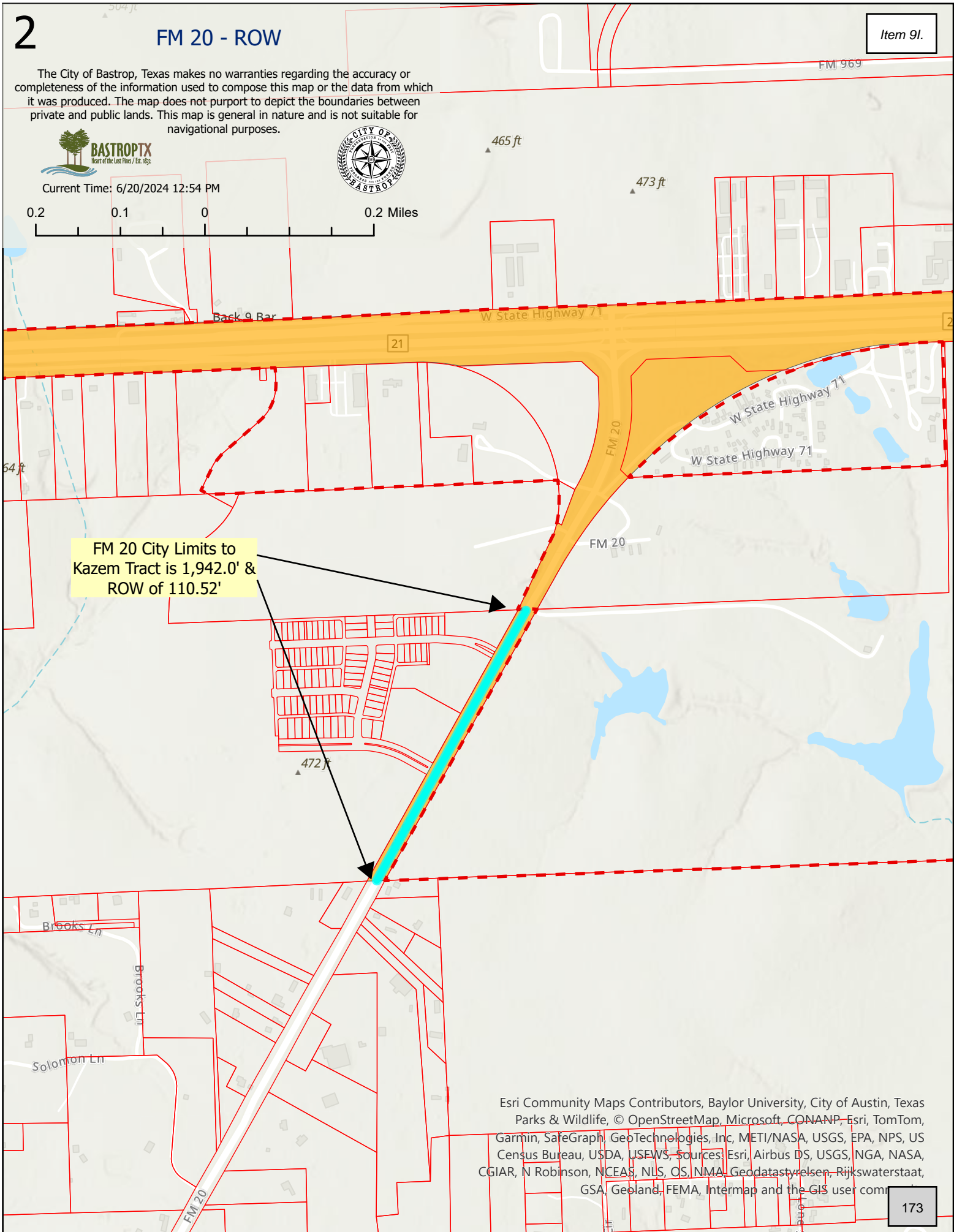
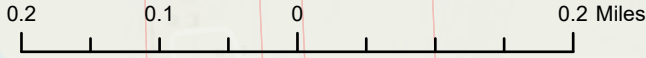
Ironwood

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Current Time: 6/20/2024 12:54 PM



FM 20 City Limits to Kazem Tract is 1,942.0' & ROW of 110.52'

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**CITY OF BASTROP
MUNICIPAL SERVICES PLAN
FOR ANNEXATION OF +/- XXX ACRES OUT THE XXX
LOCATION ADJACENT TO THE CITY OF BASTROP
MUNICIPAL LIMITS**

Owner: XXX
Acreage +/-XXX Acres

This Municipal Services Plan (“Plan”) is entered into on this ___ day of _____ 2024 and between the City of Bastrop, Texas, a home-rule municipality of the State of Texas (“City”) and **XXXXX**, a Limited Liability Company (“Owner”).

RECITALS

WHEREAS, the described tract is situated in Bastrop County, Texas, and consists of approximately **XXXX**+/- acres of land situated in the City’s extraterritorial jurisdiction, such property being more particularly described and setforth in Exhibit A attached and incorporated herein by reference (“Property”);

WHEREAS, **XXXXX** (the “Owner”) has entered into a Development Agreement with the City pursuant to Section 212.172 of Texas Local Government Code (as amended, the “Development Agreement”) and is hereby voluntarily requesting full-purpose annexation of the Property;

WHEREAS, when a municipality elects to annex such an area, the municipality is required to enter into a written agreement with the property owner that sets forth services to be provided by the municipality for the properties in the affected area; and

WHEREAS, the City services to be provided for the Property on or after the effective date of annexation and provided for herein

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Plan is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Plan provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Plan, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure

extension policies and developer or property owner participation in accordance with applicable City ordinances, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

- a. **Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.
- b. **Fire Services.** The Property is within the XXXX Service Area. The City of Bastrop Fire Department will provide aid through the Automatic Aid Agreement with XXXX. The City of Bastrop intends to submit a petition to remove the area from XXXX territory, per the Health and Safety Code, Section 775.022 (a) to become the sole provider of emergency services to the annexed area. Until the petition process is complete, fire suppression will continue to be provided from XXXX, as provided by such service provider's authorized service plans and approved areas.

XXXX fire suppression services may, however, be supplemented by services provided by the City of Bastrop Fire Department and XXXX pursuant to mutual aid and/or interlocal policies, and agreements. If so, such fire response services will be provided from the City of Bastrop Fire Department (Station No. 1) located at 802 Chestnut Street in Bastrop, Texas, or XXXX (XXXX No. 1) located on Station Address, or future stations located in proximity to the Property. In addition, fire prevention activities will be provided by the City of Bastrop's Fire Marshalls office, as needed.

ESD Service areas are shown on attached Exhibit "C."

- c. **Building Inspection/Code Enforcement Services.** The City of Bastrop will provide building inspection and code enforcement services upon annexation. The Building Inspection Department will also assist in issuance and enforcement activities related to all other applicable City of Bastrop Codes and regulations that apply to building construction within the City of Bastrop.
- d. **Libraries.** Bastrop Public Library provides library services.
- e. **Environmental Health & Health Code Enforcement.** The Bastrop County Health Department will continue to oversee the enforcement of the State, County, and City of Bastrop's health ordinances and regulations, for example, those related to inspections of commercial kitchens, mobile food vendors, food preparation establishments, and handling operations. The City will perform other enforcement of the City of Bastrop's health and sanitation ordinances and regulations, including but not limited to weed, brush control, and control over junked and abandoned vehicles. This service will be provided by the City's Code Enforcement Department and Police Department and shall begin in this Property on the effective date of the annexation. Additionally, the City's control of dilapidated structures will be handled by the City pursuant to its regulations and Code.

- f. Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. The planning and zoning of the Property will be in accordance with the terms and conditions set forth in the Development Agreement. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.
- g. Parks & Recreation.** All services and amenities associated with the City's Parks and Recreation activities will extend to the Property on the effective date of the annexation ordinance.
- h. Street & Drainage Maintenance.** The City will maintain public streets over which the City has jurisdiction. Maintenance to the street facilities will continue to be provided in accordance with the City's policies and procedures for City streets and roadways. Bastrop County shall continue to be responsible for County Roads, and TxDOT shall continue to be responsible for State of Texas highways and farm to market roadways, pursuant to their statutory authorities. As new subdivisions and development occurs within the Property, the developers of property may be required to dedicate appropriate right-of-way and construct City streets in accordance with the City of Bastrop's Subdivision Code, regulations, and policies that are in place at the time of the development. Upon completion of, dedication to, and the City's acceptance of, new streets and public rights-of-way, the City shall provide ongoing operation and maintenance for those streets, rights-of-way, and roadways.

The City will provide maintenance on existing public drainage systems and floodplain management of the Property. Developers will provide stormwater drainage and meet floodplain requirements as per the City's Code, regulations, and policies, and such facilities will be inspected by the City's Engineer at the time of completion of such facilities. The City will maintain public drainage facilities within the City right-of-way, as per the City's Code, regulations, and policies.

- i. Street Lighting.** The City will provide street lighting to the Property in any public right-of-way in accordance with standard City Policy as the Property develops.
- j. Traffic Engineering.** The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the Property.
- k. Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to **Progressive Waste Solutions of TX d/b/a Waste Connections of Texas**, which will be notified of all newly-annexed parcels.
- l. Water Service.** The Property will be served by water service by the City of Bastrop. Extension of services to serve the Property will be at the Owner's expense, except as may be set forth in the Development Agreement. **The Property will be served water by the AQUA.**

- m. Sewer Service.** The Property will be served by wastewater service by the City of Bastrop. Extension of services to serve the Property will be at the Owner's expense, except as may be set forth in the Development Agreement.
- n. Miscellaneous.** All other applicable municipal services will be provided to the Property in accordance with policies established by the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

The City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

- 5. AUTHORITY.** City represents that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Plan.
- 6. SEVERABILITY.** If any term or provision of this Plan is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Plan shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Plan a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.
- 7. INTERPRETATION.** The Parties to this covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
- 8. GOVERNING LAW AND VENUE.** This Plan and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Plan are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Plan shall be in Bastrop County, Texas.
- 9. NO WAIVER.** The failure of either Party to insist upon the performance of any term or provision of this Plan or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
- 10. GOVERNMENTAL POWERS.** It is understood that by execution of this Plan, the City does not waive or surrender any of its governmental powers or immunities.
- 11. COUNTERPARTS.** This Plan may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12. **CAPTIONS.** The captions to the various clauses of this Plan are for informational purposes only and shall not alter the substance of the terms and conditions of this Plan.
13. **PLAN BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Plan is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Plan constitutes covenants running with the land comprising the Property and is binding on the Owner.
14. **ENTIRE PLAN.** It is understood and agreed that this Plan contains the entire agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter, except as may be set forth in the Development Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Plan exist. This Plan cannot be changed or terminated orally.

[The remainder of this page intentionally left blank.]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Ann Franklin
Title: City Secretary

By: _____
Name: Sylvia Carrillo-Trevino
Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Sylvia Carrillo-Trevino, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

XXXX

(a Texas limited Liability Company)

By: **XXXX**

(a Texas limited liability company)

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of **XXXX**, a ., a Texas limited liability company, on behalf of said entities.

(SEAL)

Notary Public, State of Texas

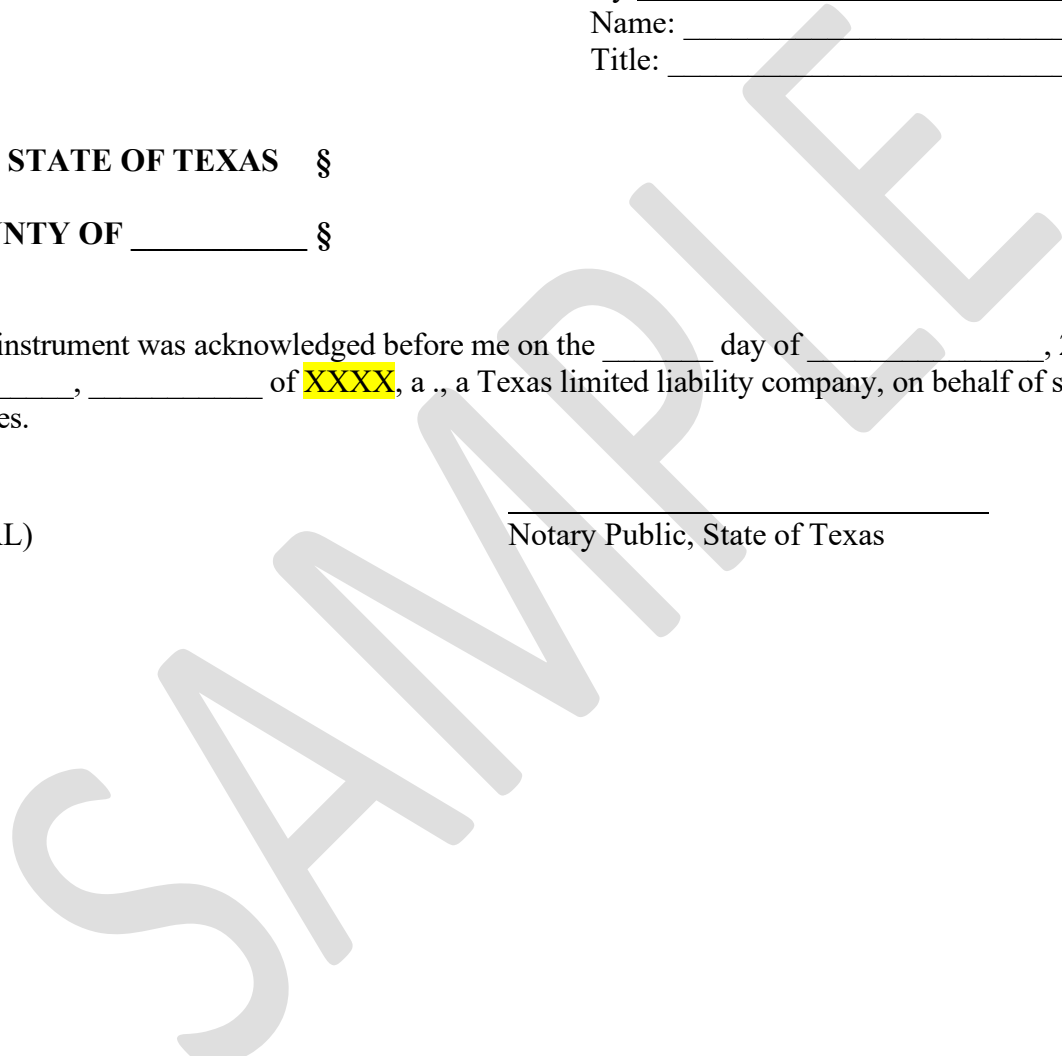


EXHIBIT A
PROPERTY

SAMPLE



STAFF REPORT

MEETING DATE: June 25, 2024

TITLE:

Consider action to approve Resolution No. R-2024-77 of the City Council of the City of Bastrop, Texas appointing Council Member Kerry Fossler as the City's liaison to the Bastrop County Public Health Department Task Force, as authorized by Section 3.01 of the City's Charter, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Mayor Lyle Nelson

BACKGROUND/HISTORY:

Section 3.01, of the City Charter authorizes the City Council to provide for boards and commissions and appoint members.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2024-77 of the City Council of the City of Bastrop, Texas appointing Council Member Kerry Fossler as the City's liaison to the Bastrop County Public Health Department Task Force, as authorized by Section 3.01 of the City's Charter, and establishing an effective date.

ATTACHMENTS :

- Resolution

RESOLUTION NO. R-2024-77

APPOINTMENTS TO PUBLIC HEALTH DEPARTMENT TASK FORCE

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPOINTING COUNCIL MEMBER KERRY FOSSLER AS THE CITY'S LIAISON TO THE BASTROP COUNTY PUBLIC HEALTH DEPARTMENT TASK FORCE

WHEREAS, Section 3.01 of the City Charter authorizes the City Council to provide for boards and commissions and appoint members; and

WHEREAS, in 2023 Bastrop County created a Health Department and Mayor Lyle Nelson was previously appointed the local elected official for the City of Bastrop; Council Member Kerry Fossler is now being appointed in Mayor Nelson's place on the Bastrop County Public Health Department Task Force; and

WHEREAS, Mayor Lyle Nelson appoints Council Member Kerry Fossler to serve in the capacity of a local elected official on the Task Force.

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

Section 1: The City Council hereby appoints as their representative on the Bastrop County Public Health Department Task Force, Council Member Kerry Fossler as a local elected official; and

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

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

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop this, the 25th day of June 2024.

Item 9J.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney