

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



July 09, 2024

Regular City Council Meeting at 5:00 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** - Savannah Want, Library Teen Volunteer

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

3. **INVOCATION** - Ketrich Steger, Police Chaplain

4. **PRESENTATIONS**

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report

5. WORK SESSIONS/BRIEFINGS

- 5A. Receive a presentation on SB 1154 allowing a minimum of a 50% property tax exemption for licensed childcare facilities.

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

- 5B. Review requests and provide direction to staff for funding requests by outside agencies seeking funding from:

- A. Hotel Occupancy Funds – Community Assets
- B. General Fund – Community Partners

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

6. STAFF AND BOARD REPORTS

- 6A. Receive a presentation regarding Economic Development Tools Commonly Utilized by Texas Cities

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

- 6B. Receive presentation on the unaudited monthly Financial Report for the period ending May 31, 2024.

Submitted by: Edi McIlwain, Chief Financial Officer

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform 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 25, 2024, Regular meeting and July 2, 2024, Pre-Budget Planning Workshop.

Submitted by: Ann Franklin, City Secretary

8B. Consider Action to approve the second 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.

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

8C. Consider action to approve the second 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.

Submitted by: Vicky Steffanic, Chief of Police

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider action to approve Resolution R-2024-79 of the City of Bastrop, Texas amending the City Council Rules of Procedure; establishing a repealing clause; and establishing an effective date.

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

9B. Consider action to approve Resolution No. R-2024-86 of the City Council of the City Bastrop, Texas accepting a donation from the Lost Pines Art League in the amount of \$7,600.00 (Seven Thousand Six Hundred Dollars) for the creation of a sculpture within the boundaries of the Cultural Arts Commission District Project approved area; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Edi McIlwain, Chief Financial Officer

9C. Hold a public hearing and consider action to approve the first reading of Ordinance No. 2024-22 of the City Council of the City of Bastrop, Texas, annexing FM 969 Retail Center (R30094), for 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, as shown in Exhibit A, providing for findings of fact, adoption, establishing zoning and character district, repealer, severability, filing and enforcement; establishing an effective date; and proper notice and meeting.

Submitted by: Andres Rosales, Assistant City Manager

9D. Hold a public hearing and consider action to approve Resolution No. R-2024-82 of the City Council of the City of Bastrop consenting to the inclusion of the City of Bastrop city limits or extraterritorial jurisdiction inside the boundaries of the proposed Bastrop County Emergency Services District Number 3.

Submitted by: Andres Rosales, Assistant City Manager

9E. Consider action to approve Resolution No. R-2024-83 of the City Council of the City of Bastrop, Texas, approving and acting upon a request by the Bastrop County Emergency Food Pantry to waive certain permitting fees in the amount of \$26,835.61 related to facilities at 1201 Pine Street and 806 Fayette Street, Bastrop, Texas.

Submitted by: Andres Rosales, Assistant City Manager

9F. Consider action to approve Resolution R-2024-80 of the City of Bastrop, Texas, authorizing the closure of the submission period for the Request for Proposal (RFP) for Solid Waste and Recycling Services, authorizing the City Manager to proceed with negotiations of the contract for Solid Waste and Recycling Services with the qualified respondent Texas Disposal Systems; providing for a repealing clause; and providing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

9G. Consider action to approve Resolution No. R-2024-81 of the City Council of the City of Bastrop, Texas approving the name change of the Diversity, Equity, & Inclusion Board to the Bridging Bastrop Board; providing for a severability and repealing clause; and establishing an effective date.

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

9H. Consider action to approve Resolution No. R-2024-84 of the City Council of the City of Bastrop, Texas, approving amendments to the Pearl River Master CCN Transfer Agreement; 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-2024-85 of the City Council of the City of Bastrop, Texas approving an agreement between the City of Bastrop and Mike's Bikes providing for a one-year lease of a 400 square foot portion of Farm Lot 18 W M ST, acres 2.904 (48028), as shown in Exhibit A, located in Fisherman's Park with an option to renew for three additional one-year term upon mutual agreement; authorizing the city manager to execute said lease agreement on behalf of the city; and declaring an effective date.

- 9J. Discussion and possible action relative to Ordinance Number 2024-18 regarding the threshold for action by the Home Rule Charter Commission.

Submitted by: Mayor Nelson and Councilmember Lee

10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072 to seek legal counsel and discuss the potential acquisition of real estate adjacent to Gills Branch within the City of Bastrop.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072 to seek legal counsel and discuss the potential acquisition of real estate north of Farm Street and east of the Union Pacific Railroad within the City of Bastrop.
- 10C. 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 a proposed development located at Highway 304 and south of Shiloh Road, Bastrop County.

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: Wednesday, July 3, 2024, at 5:30 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: July 9, 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: July 9, 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:

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



STAFF REPORT

MEETING DATE: July 9, 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.

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- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



Work Session/Briefing

MEETING DATE: July 9, 2024

TITLE:

Receive presentation on SB 1145 allowing certain property tax exemptions for certain childcare facilities in cities or counties.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

SB 1145 added §11.36 to the Texas Tax Code, effective January 1, 2024. The new law allows, but does not require, counties and cities to exempt certain childcare facilities from local property taxes.

There are 12 in the 78602 zip code, and of that 9 reside within the City of Bastrop.

The tax exemption is specific to facilities who:

- Are a licensed childcare facility;
- Are a Texas Workforce Commission (TWC) Texas Rising Star program participant; and
- Have at least 20 percent of their children enrolled in TWC's Child Care Services (CCS) program.

FISCAL IMPACT

The total fiscal impact to the City of Bastrop is less than \$5,000.

RECOMMENDATION:

Allow a 50% tax exemption and work with the Chief Appraiser to create a process as required under SB 1145 to exempt properties who apply for the exemption and meet the requirements. This should be an annual request.

ATTACHMENTS:

1. Texas Workforce Commission Technical Document
2. List of potentially affected properties and the potential fiscal impact

Inside City Limits Childcare Facilities									
Type	BCAD Assessed Value	Taxes Paid to COB	Operation/Caregiver Name	Address	Status	Issue Date	Capacity	Texas Rising Star	Accepts ChildCare Scholarships
Licensed Center	\$236,966	\$1,183.41	Club Bee After School Care and Summercamp	1003 HILL ST	Initial Permit	5/15/2024	31	Entry-Level	No
Licensed Center	\$351,655	\$1,756.17	Pines Play School Learning Center	907 CHESTNUT ST	Full Permit	9/1/2021	48	Entry-Level	Yes
Licensed Center	\$325,167	\$0.00	BISD Community Services - STARS Mina Elementary School	1203 HILL ST	Full Permit	6/1/2004	150	3-Star	Yes
Licensed Center	\$3,361,449	\$0.00	Hideout Christian Learning Center	1202 WATER ST	Full Permit	6/27/1987	128	Entry-Level	Yes
Licensed Center	\$2,402,313	\$0.00	Emile Head Start Center	601 MARTIN LUTHER KING DR	Full Permit	1/13/2005	88	4-Star	Yes
Licensed Center	\$3,212,925	\$0.00	Little Sheep Learning Center	202 HIGHWAY 71 W	Full Permit	6/10/2011	118	4-Star	Yes
Licensed Center	\$661,039	\$0.00	Bastrop Child Development Center	603 MESQUITE ST	Full Permit	2/15/2011	42		No

Type	BCAD Assessed Value	Taxes Paid to COB	Operation/Caregiver Name	Address	Status	Issue Date	Capacity	Texas Rising Star	Accepts ChildCare Scholarships
Licensed Center	\$1,118,598	\$5,586.28	Wee Care Learning Center	159 SETTLEMENT DR	Full Permit	3/19/2013	328	Entry-Level	Yes
Licensed Child-Care Home	\$162,480	\$773.03	Proverbs Place School House	1101 EMILE ST	Full Permit	6/11/2024	12		No
Total Value	\$11,832,592	\$9,299	50% Impact \$4,649.45						
Outside City Limits Childcare Facilities									
Licensed Child-Care Home	\$400,557		A to Z Preschool	1375 LOVERS LN	Full Permit	11/29/2023	12		No
Listed Family Home	\$419,480		Connie Jara	326 NENE LN	Listed	4/22/2024	3		No
Licensed Center	\$838,346		Bastrop Montessori	875 SH 71 SERVICE RD.	Full Permit	9/1/2022	68		No
Total Value	\$1,658,383								

WORKFORCE DEVELOPMENT DIVISION
Workforce Programs
Technical Assistance Bulletin 304

Keyword: Child Care

Subject: Property Tax Exemptions for Certain Child Care Facilities

Date: February 5, 2024

This Technical Assistance (TA) Bulletin provides Local Workforce Development Boards (Boards) with information on Senate Bill (SB) 1145, 88th Texas Legislature, Regular Session (2023) related to property tax exemptions for child care facilities.

Background

SB 1145 added §11.36 to the Texas Tax Code, effective January 1, 2024. The new law allows, but does not require, counties and cities to exempt certain child care facilities from local property taxes.

Questions and Answers

Eligibility

Which child care facilities are eligible for the exemption?

The property must:

- be a licensed child care facility;
- be a Texas Workforce Commission (TWC) Texas Rising Star program participant; and
- have at least 20 percent of their children enrolled in TWC's Child Care Services (CCS) program.

Are Texas Rising Star providers designated as Entry Level eligible for the exemption?

Yes. The law includes all licensed facilities participating in the Texas Rising Star program, including programs participating at the Entry Level Designation.

Are home-based child care facilities eligible for the exemption?

Although licensed child care facilities, including licensed homes, are eligible for the tax exemption, registered child care homes are not.

Additionally, the law prohibits home-based providers from claiming both the residence homestead exemption under §11.13 of the Texas Tax Code and the child care exemption through §11.36 of the Texas Tax Code.

Scope of the Tax Exemption

When does the tax exemption go into effect?

Local taxing entities can offer the tax exemption in the 2024 tax year.

How much of the property taxes are exempt?

Cities and counties may exempt anywhere from 50 to 100 percent of the appraised value of the property.

What portions of the property are exempt from property taxes?

If the property is also used for purposes unrelated to child care, the exemption applies only to the portion of the property that is used for the child care facility.

Are properties leased to a child care facility eligible?

Yes. The law allows the exemption for part of the property that the person owns and leases to a child care facility.

Are property owners required to pass the tax exemption to child care providers renting or leasing the property?

Yes. The law requires the property owner to ensure that the rent charged reflects the tax reduction. The property owner may pass the tax exemption through a monthly or an annual rent credit.

Requirements for the Tax Exemption

How can providers or property owners indicate that they are participating in the Texas Rising Star program?

The documentation requirements will be determined by the local taxing entity. It is recommended that property owners contact their local tax office about the tax exemption requirements.

Because participation in Texas Rising Star is required for TWC's CCS program, an active CCS agreement with the Board shows participation in the Texas Rising Star program. Providers in Texas Rising Star suspension status are eligible as long as they meet the Entry Level Designation.

However, CCS providers that do not meet Entry Level Designation by the September 30, 2024, deadline are not eligible for the tax credit.

How can providers or property owners demonstrate that they meet the 20 percent CCS enrollment requirement?

Both CCS enrollment and the provider's total enrollment may vary from month to month. The local taxing entity may determine the method for calculating the 20 percent enrollment criteria. Therefore, it is recommended that property owners contact their local tax offices about the tax exemption requirements.

Personal identification information must be removed from CCS enrollment authorizations if used for verification. The local taxing entity may use standards to demonstrate the total non-CCS enrollment to calculate the CCS percentage of the total enrollment.

When must the provider meet the criteria to get the tax relief for the tax year?

The law does not specify when the provider must meet the criteria to get the tax relief for the tax year. Applicants for the tax relief should follow the directions provided by their local taxing entity and any rules adopted by the comptroller.

TWC and Board Resources Available

What resources do TWC or the Boards have to help cities and counties identify providers who may be eligible for the tax relief?

The [Texas Child Care Availability Portal](#) indicates whether a child care provider participates in the Texas Rising Star program and accepts financial aid through the CCS program.

TWC and the Boards have information on CCS enrollment and may provide this information to the local taxing entity upon request. Neither TWC nor the Boards collect information on a provider's total enrollment and cannot provide the additional data needed to calculate the 20 percent enrollment.

What help can Boards provide to local tax entities?

TWC encourages Boards to work with cities and counties that have granted or may be planning to grant property tax relief to child care providers. Boards may help them identify child care providers that may be eligible for the tax relief. Boards may also help them develop methods for calculating the 20 percent CCS enrollment based on the eligibility criteria established by the city or county.

Please distribute this information to appropriate staff. Send inquiries regarding this TA Bulletin to childcare.programassistance@twc.texas.gov.

References

[Senate Bill 1145, 88th Texas Legislature, Regular Session \(2023\)](#)
[Texas Tax Code §11.36](#)



Work Session/Briefing

MEETING DATE: July 9, 2024

TITLE:

Review requests and provide direction to staff for funding requests by outside agencies seeking funding from:

- A. Hotel Occupancy Funds – Community Assets
- B. General Fund – Community Partners

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

As part of the fiscal year budget creation, two groups apply for funding from the city for services provided that create a uniquely Bastrop experience.

The first group are referred to as Community Assets. This includes the Opera House, the Museum & Visitor Center, and the Lost Pines Art Center. This group seeks funding from the Hotel Occupancy Fund (HOT).

The second group are referred to as Community Partners. This group includes Bastrop County Long Term Recovery Team, Bastrop County Emergency Food Pantry, and others.

FISCAL IMPACT:

The total request from Community Assets, funded from the HOT fund is \$724,702.

The total request from the Community Partners, funded from the General Fund is 1\$47,972 with \$4,000 of that being in-kind for convention center use.

RECOMMENDATION:

Review the requests and direct staff to incorporate budget amounts.

ATTACHMENTS:

1. Associated applications and backup documentation.

**CITY OF BASTROP
CONTRACT FUNDING REQUESTS FY2024-2025**

	FY21-22 Approved Funding	FY22-23 Approved Funding	FY23-24 Approved Funding	FY24-25 PROPOSED FUNDING	
Bastrop County Historical Society (Visitor Center)	\$ 126,905.00	\$ 126,905.00	\$ 213,786.00	\$ 235,454.00	
Bastrop County Historical Society Museum					
	\$ 68,338.00	\$ 68,338.00	\$ 110,991.00	\$ 127,298.00	
Bastrop Opera House					
	\$ 118,806.00	\$ 118,806.00	\$ 169,800.00	\$ 194,000.00	
Lost Pines Art Center					
	\$ 89,500.00	\$ 89,500.00	\$ 156,950.00	\$ 167,950.00	
HOT FUNDED TOTAL					
	\$ 403,549.00	\$ 403,549.00	\$ 651,527.00	\$ 724,702.00	

CITY OF BASTROP
COMMUNITY SUPPORT FUNDING REQUESTS FY2024-2025

Item 5B.

Organization	FY22-23 APPROVED FUNDING	FY23-24 REQUESTED FUNDING	FY23-24 REQ. IN-KIND SERVICES	FY23-24 APPROVED FUNDING	FY24-25 REQUESTED FUNDING	FY24-25 REQ. IN-KIND SERVICES	FY24-25 APPROVED FUNDING
Austin Habitat for Humanity, Inc.	\$ 10,000	\$ 15,000	\$ -	\$ -	\$ -		\$ -
Bastrop Cats Anonymous TNR Society	\$ -	\$ 3,500	\$ -	\$ -	\$ 3,500		\$ -
Bastrop County Child Welfare Board	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Bastrop County Emergency Food Pantry (incl NIBBLES prog.)	\$ 33,000	\$ 33,685	\$ 4,000	\$ 33,685	\$ 33,685	\$ 4,000	\$ -
Bastrop County First Responders	\$ 17,500	\$ 11,905	\$ -	\$ 11,905	\$ 14,669		\$ -
Bastrop County Long Term Recovery Team	\$ 10,000	\$ 10,000	\$ 4,000	\$ 10,000	\$ 12,000		\$ -
Bastrop County Women's Shelter, Inc. - Family Crisis Center	\$ 10,000	\$ 12,000	\$ 4,000	\$ 12,000	\$ 12,000		\$ -
Bastrop Prayer and Healing Room	\$ -	\$ -	\$ -	\$ -			\$ -
Bastrop Pregnancy Resource Center	\$ 7,500	\$ 15,650	\$ -	\$ 8,000	\$ 10,450		\$ -
Children's Advocacy Center of Bastrop County	\$ 9,000	\$ 15,000	\$ 4,000	\$ 12,500	\$ 20,000		\$ -
Combined Community Action, Inc.	\$ 8,000	\$ 10,000		\$ 10,000	\$ 10,000	\$ -	\$ -
Court Appointed Special Advocate of Bastrop County (CASA)	\$ 9,000	\$ 9,000	\$ -	\$ 9,000	\$ 9,000		\$ -
Feed The Need	\$ -	\$ 10,000		\$ 10,000	\$ 10,000		\$ -
In the Streets-Hands Up High Ministry	\$ 8,000	\$ 15,000	\$ -	\$ 12,000	\$ 15,000		\$ -
Pines and Prairies Land Trust	\$ -	\$ 12,000	\$ -	\$ -	\$ 8,337		\$ -
TOTAL	\$ 122,000	\$ 172,740	\$ 16,000	\$ 129,090	\$ 158,641	\$ 4,000	\$ -

CITY OF BASTROP 2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

ORGANIZATION INFORMATION:

Bastrop County Historical Society		06/18/2024
Official Name of Organization		Date
Nicole DeGuzman, Executive Director	Nicole@bchs1832.org	
Contact Person	E-mail	
904 Main Street, Bastrop TX 78602		512-303-0057
Organization Address		Phone Number
bastropcountyhistoricalsociety.com		
Website Address		

Is your Organization:

YES 501(c)3
 Other (provide description) History Museum

\$ \$127,298 Requested amount as a % of Total Budget? 48 %
 Total Amount Requested

Provide a brief description of your organization's mission:

The mission of the Bastrop County Historical Society Museum is to preserve and promote Bastrop County history for all. The museum is committed to the enhancement of historical restoration and preservation projects.

CITY OF BASTROP 2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

PROGRAM INFORMATION

2025

Fiscal Year of Request

8,000

Expected Visitor Attendance Annually

55%

Percentage of attendees that will be staying overnight in hotels

How will you measure the impact of your program/event on area tourism?

We ask everyone who comes in where they are from and if they are spending the night in Bastrop. All information is put into a database overseen by Visit Bastrop. In addition, data is collected at events that take place outside the facility - for example, the Holiday Homes Tour. The numbers indicated above are anticipated admissions and researchers to the museum.

Do your promotional materials/website note area lodging facilities that can host participants?

Visit Bastrop listed on website

Tell us about your programming/events planned for next fiscal year:

Our programming includes a professionally curated history museum that spans the beginnings of Bastrop through WWII. The museum is open 6 days a week from 10 - 5 p.m. We have docent led museum tours available free to the public every Monday through Saturday. Step-on bus, behind-the-scenes, historic homes, historic churches, and walking tours are available with advanced booking. Self-guided walking and driving tours are available at all times. We have developed a traveling trunk for 3rd and 4th grade students with more to come. We are working on packaged self-guided tours with other area assets and businesses and meet on a monthly basis with all museums and libraries in the county to discuss packaged tours. We are planning and preparing for two Fairview Cemetery tours and another epic Holiday Homes tour in December. The homes tour in 2023 saw 800 attendees - it is our goal to exceed this number this year. Attendance is high with tourists coming from Houston and San Antonio and staying in hotels for the weekend. This year, we are also offering a professional three-day historic preservation symposium as part of the Holiday Homes tour and Bastrop Holiday weekend of events. Attendance will include three-four nights in a hotel. We continuously update museum scavenger hunts that are available free to all visitors. During Historic Preservation month we offer free downtown walking tours. Curriculum has been developed and mentors secured to continue growing these tour programs. We have developed a Junior Docent program where youth provide tours to families visiting the museum. The museum is uniquely Bastrop by maintaining and enhancing the historic community feel by leveraging the unique combination of community, parks, and cultural assets with historic events, docent tours, self guided tours, special exhibits, and the collection and ongoing care of Bastrop heritage.

Our archives include over 18,000 artifacts that are cared for and recorded in a database to be used in future exhibits and by future generations. Our research department provides assistance to researchers in their quest to learn about their heritage and our oral history program documents the stories of those who have lived in Bastrop and Bastrop County for years. We have launched a robust oral history project, which fills in the holes of our current research. These oral histories are transcribed and available to researchers.

We host four public quarterly speaker events a year on a wide range of engaging topics. We research, write, design, and create four to six special exhibits a year. Some exhibits travel to other regional museums and libraries. In 2023, we converted our archival database to online, providing an opportunity to share information more easily with other history programs and researchers.

CITY OF BASTROP 2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

How will you collaborate with other community assets & Visit Bastrop to increase tourism to Bastrop?

Whenever possible we work with the Bastrop Opera House and Lost Pines Art Center to provide packages of programming that encourage visitors to spend the night. During city and/or Visit Bastrop events we remain open when necessary and provide discounts to groups as well as personalized tours. We are working with the city to develop new and creative tours, such as a "behind the scenes tour" of the museum and archives with access to professional staff who inform about the preservation process. We also work with area hotels to package deals, such as the Hampton Inn and Suites. We are always offering content to Visit Bastrop to market our events and programs ahead of time and we fulfill the calendar of events on the Visit Bastrop website.

To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. How will this event promote tourism and the convention and hotel industry. Which expenditure category, as found below, is the most relevant to your project event? Please explain.

(5) the enhancement of historical restoration or preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.

PART TWO

 X The programming "directly enhances and promotes tourism AND the convention and hotel industry." (Tax Code, Sec. 351.101) **(This is a requirement)**

 5 The organization qualifies under AT LEAST ONE of the following categories:
(Please circle category number)

(1) the establishment, improvement, or maintenance of a convention center or visitor information center

(2) the facilitation of convention registration

(3) advertising, solicitations and promotions that attract tourist and convention delegates to City of Bastrop
NOTE: If applying under this category, legitimate media must be utilized IN ADVANCE of the event (examples include direct mail, postage, newspapers, magazines, radio, television, billboards, newsletters, brochures and other collateral material).

(4) the encouragement, promotion, improvement and application of the arts
NOTE: Must be a viable art form (examples include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft

(5) the enhancement of historical restoration and preservation projects

(6) funding cost in certain counties to hold sporting events that substantially increase hotel activity: (cities within counties of under 1 million population

(7) the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities

(8) funding transportation systems for tourist

 X The application is filled out thoroughly and completely with all requested documentations attached

 X It has been determined how the organization will track out-of-town guest, demonstrating that the programming will attract tourist that will increase tourism & support the convention and hotel industry

**CITY OF BASTROP
2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and according to the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Bastrop, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Nicole DeGuzman
Authorized Signature for the Applicant
Nicole DeGuzman
Name Printed or Typed

06/18/2024
Date
Executive Director
Title

Return completed application and attachments to:
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

DEADLINE: 5:00 P.M., JUNE 21, 2024

Electronic/Facsimile submissions will not be considered.

- Required Attachments:**
- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole
 - 2) Proposed Budget FY2025 (10/01/24 - 09/30/25) itemized detail relevant to HOT fund revenue requesting
 - 3) Copy of 501 (c) letter from Internal Revenue Service (only if 1st submittal)
 - 4) Programing schedule including planned events
 - 5) Identify other sources of funding
 - 6) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE, NO OTHER ATTACHMENTS ACCEPTED
 - 7) Marketing plan

BASTROP COUNTY HISTORICAL SOCIETY, INC.

Profit Loss (ALL)
October 2022 through September 2023

Item 5B.

	<u>Oct '22 - Sep 23</u>
Ordinary Income/Expense	
Income	
Admissions	
Admissions Tours	233.66
Admissions - Other	15,472.63
Total Admissions	<u>15,706.29</u>
Concessions	274.31
Donations	
Restricted	
Fairview Cemetery Project	1,000.00
Restricted - Other	5,050.00
Total Restricted	<u>6,050.00</u>
Society Donations	
Amazon Smile	34.15
Individual donation	7,123.84
Total Society Donations	<u>7,157.99</u>
Total Donations	13,207.99
Dues	
Benefactor Membership	2,953.51
Champion Membership	3,674.10
Family Membership	2,905.61
Hero Membership	6,262.62
Individual Membership	1,378.67
Member of the Month	5,729.12
Total Dues	22,903.63
Fundraising Events Income	
Homes Tour Ticket Regular	6,819.05
Rendezvous	
Tickets	3,072.20
Total Rendezvous	<u>3,072.20</u>
Sponsorship	
Ayuntamiento	4,979.61
Baron de Bastrop	9,183.61
Sam Houston	5,969.66
Stephen F. Austin	2,476.46
Total Sponsorship	<u>22,609.34</u>
Total Fundraising Events Income	32,500.59
Gift Shop Sales	
Sales Tax	313.76
Gift Shop Sales - Other	12,508.31
Total Gift Shop Sales	<u>12,822.07</u>
HOTEL MOTEL TAX	88,411.00

BASTROP COUNTY HISTORICAL SOCIETY, INC.

Profit Loss (ALL)
 October 2022 through September 2023

Item 5B.

	<u>Oct '22 - Sep 23</u>
Interest Income	8,982.16
Interest Income Reynolds Prop	8,270.90
Library	
Copies	119.56
Photo scans	185.56
Research fee	100.00
Library - Other	<u>171.00</u>
Total Library	576.12
Miscellaneous Income	33.96
Tours	
Symposium	250.00
Tours - Other	<u>322.19</u>
Total Tours	572.19
Total Income	<u>204,261.21</u>
Expense	
ARCHIVAL SUPPLIES/SUPPORT	
EQUIPMENT	1,147.31
SUPPLIES	3,297.45
ARCHIVAL SUPPLIES/SUPPORT - Other	<u>-150.00</u>
Total ARCHIVAL SUPPLIES/SUPPORT	4,294.76
Bank Charge	2,832.38
BCHS Membership	1,571.59
BCHS Ops Payroll Expenses	
BCHS HOT Reimbursement	
BCHS HOT PAYROLL	
BCHS HOT PAYROLL - Other	<u>10,977.56</u>
Total BCBS HOT PAYROLL	10,977.56
BCBS HOT Reimbursement - Other	<u>-16,404.20</u>
Total BCBS HOT Reimbursement	-5,426.64
Medical Insurance Stipend	3,750.00
Payroll Tax Expense	3,884.33
Reimburse Visitor Ctr Payroll	18,738.70
Salaries (Gross)	50,775.50
Total BCBS Ops Payroll Expenses	71,721.89
Building Maintenance	
Fire alarm inspection	312.50
Pest Control	118.50
Plumbing	392.50
Roof Repair	420.10
Building Maintenance - Other	<u>18,689.66</u>
Total Building Maintenance	19,933.26
CONTIN. VISITOR COMM.	2,707.48

BASTROP COUNTY HISTORICAL SOCIETY, INC.

Profit Loss (ALL)

October 2022 through September 2023

Item 5B.

	<u>Oct '22 - Sep 23</u>
Contract Labor	125.00
Depreciation	100,498.00
Dues Expense	472.00
Equipment	32.00
Exhibit - temporary (BCHS)	-1.74
EXHIBITS - TEMPORARY	1,978.45
Gift shop	
Merchandise for gift shop	5,910.84
Gift shop - Other	96.89
Total Gift shop	<u>6,007.73</u>
Insurance	6,326.68
Janitorial Service	3,014.65
Janitorial Supplies	426.95
Lease of 904 Main St. building	10.00
MAINTENANCE	
PERMANENT EXHIBIT	2,628.96
MAINTENANCE - Other	60.00
Total MAINTENANCE	<u>2,688.96</u>
Office Supplies	1,522.98
POSTAGE	871.13
Printing (BCHS)	38.86
Professional Development	683.04
Professional Services	
Tax Prep & Accounting Services	2,735.00
Professional Services - Other	6,375.00
Total Professional Services	<u>9,110.00</u>
Public Education Programs	662.19
Reconciliation Discrepancies	-0.40
RENDEZVOUS	
Bartender	794.82
Catering	3,465.00
Music	650.00
Venue Rental	1,210.00
RENDEZVOUS - Other	566.20
Total RENDEZVOUS	<u>6,686.02</u>
Safe Deposit Box	25.00
Software & Computer Expenses	
Computer equipment	1,253.43
Computer Software/Subscriptions	702.66
Payroll Subscription	724.00
Software & Computer Expenses - Other	170.89
Total Software & Computer Expenses	<u>2,850.98</u>

BASTROP COUNTY HISTORICAL SOCIETY, INC.

Profit Loss (ALL)

October 2022 through September 2023

Item 5B.

	<u>Oct '22 - Sep 23</u>
Telephone	
Elevator phone	379.61
Telephone - Other	1,012.76
Total Telephone	<u>1,392.37</u>
TOUR	
ADVERTISING	1,537.12
Fairview Cemetery Project	740.00
HOMES	480.16
Hospitality	89.04
Postage	252.00
PRINTING	831.35
Total TOUR	<u>3,929.67</u>
Tour Program Implementation	
Coordinator	13,000.00
Total Tour Program Implementation	<u>13,000.00</u>
Trash collection	341.44
Utilities	5,911.34
Volunteer Hospitality	715.22
WEBSITE	301.96
Total Expense	<u>272,681.84</u>
Net Ordinary Income	<u>-68,420.63</u>
Other Income/Expense	
Other Income	
Reimbursement from BCHS HOT	451.59
Total Other Income	<u>451.59</u>
Net Other Income	<u>451.59</u>
Net Income	<u><u>-67,969.04</u></u>

BCHS
2024-2025



Income from HOT Funds **\$127,298**

Preservation & Promotion

Archival Equipment	\$2,300
Archival Supplies	\$4,000
Exhibits (Temporary & Traveling)	\$2,000
Permanent Exhibit Maintenance	\$5,000
Public Programs	\$600
Continuing Visitor Communication	\$2,500
Payroll & Taxes (1 FTE, 2 PTE)	\$74,277
Postage	\$350
Fire Suppression Sinking fund	\$15,000
Website	\$1,200
	<u>\$107,227</u>

Historic Tours & Rendezvous Public Event

(Homes Tour/Tour Expenses)	
Advertising Home Tour	\$4,000
Home Tour Printing	\$1,500
Payroll & Taxes (1 PTE)	\$9,371
Postage	\$200
Rendezvous	\$4,000
Preservation Symposium	\$1,000
	<u>\$20,071</u>

TOTAL **\$127,298**



BCHS Museum & Visitor Center 2025 Program Schedule

- October – Cemetery Tours – Two tours of Fairview Cemetery (Sat)
 Indigenous Peoples Day event
 Public Quarterly Speaker Presentation
 Dia de los Muertos exhibit open to the public
 First Weekend in Bastrop (Fri/Sat)
 Music in the Museum
 Boo Bash
- November – Veteran’s Day Car Show – Headquarters for the day in the special exhibit room
 Veterans Day public tours of the WWII and Camp Swift exhibits
 Special exhibit open to the public
 First Weekend in Bastrop (Fri/Sat)
 Music in the Museum
- December – Public Rendezvous Holiday Gala (Fri)
 Holiday Homes Tour featuring six-seven downtown historic homes (Sat)
 Historic Preservation Symposium (Thur/Fri/Sat)
 New special exhibit open to the public
 Wassailfest event
 Kwanzaa Celebration event
 First Weekend in Bastrop (Fri/Sat)
 Music in the Museum
- January– Public Quarterly Speaker Presentation
 New special exhibit open to the public
 First Weekend in Bastrop (Fri/Sat)
 Music in the Museum
- February- Mardi Gras
 Special exhibit open to the public
 First Weekend in Bastrop (Fri/Sat)
 Music in the Museum
- March- Airing of the Quilts event
 Texas Independence Day event
 Special exhibit open to the public
 First Weekend in Bastrop (Fri/Sat)
 Music in the Museum

- April- Spring Tea event
Public Quarterly Speaker Presentation
Table on Main
Bastrop Library Teen Program
New special exhibit open to the public
First Weekend in Bastrop (Fri/Sat)
Music in the Museum
- May- Free Historic Downtown Docent Walking Tours (Saturdays)
Yesterfest 3-day event: Beard & Mustache Competition (Fri), Chuck Wagon
Competition (Fri/Sat), Reenactors, Street Dance (Sat), Cowboy Church, Bluegrass
music festival (Sun).
New Bastrop Historic Preservation exhibit open to the public
National Tourism Week events
Cinco de Mayo educational events
Bastrop Library Teen Program
First Weekend in Bastrop (Fri/Sat)
Music in the Museum
- June- Lunch & Learn Educational event
Juneteenth event
New special exhibit open to the public
First Weekend in Bastrop (Fri/Sat)
Music in the Museum
- July- National Day of the Cowboy event
Public Quarterly Speaker Presentation
Junior Police Academy Program
Special exhibit open to the public
First Weekend in Bastrop (Fri/Sat)
Music in the Museum
- August- Special exhibit open to the public
Homecoming events
First Weekend in Bastrop (Fri/Sat)
Music in the Museum
- September- Lunch & Learn Educational event
Special exhibit open to the public
Austin Museum Partnership Day event
Bastrop Music Festival events
First Weekend in Bastrop (Fri/Sat)
Music in the Museum

Ongoing –

Step-on docent-led bus tours

Historic downtown docent tours

Docent-led museum tours Monday through Saturday

School group tours

Self-guided and driving tours

Scavenger hunts are continuously revised and available

First Weekend in Bastrop (Fri/Sat) – open late hours and artist hosting

Special events – open additional hours by request

Special historic presentations – civic organizations, Chamber of Commerce events, City of Bastrop events, etc.

City of Bastrop community events – Movies in the Park, Boo Bash, etc.

Community events- Camp Swift Destroyer Days, Juneteenth, BISD back-to-school bash, etc.



BCHS Museum Other Sources of Funding

The museum fundraises throughout the year.

Some sources of additional funding include:

- Cash donations
- Annual Memberships
- Business of the Month Memberships
- Capital Campaign fundraising
- Annual gala sponsorships
- Foundation, national, local, government, and corporate grants
- Events such as lunch & learns, afternoon tea, and cemetery tours
- Scholarship opportunities
- In-kind services
- Board of Trustee contributions
- Restricted donations
- Library photocopy fees
- Museum Admission fees
- Gift Shop sales
- Concession sales
- Holiday Homes Tour ticket sales
- Rental fee of the museum and special exhibit room



BCHS Museum & Visitor Center 2025 Marketing Plan

- Email blasts
- Social Media (Facebook and Instagram) posts and paid advertising
- Visit Bastrop blogs, events, and calendar listings
- Quarterly printed newsletter
- Event postings on various online calendars throughout Bastrop
- Website updates – ongoing
- Press releases
- Continued television, newspaper, and radio interviews based on internal press releases
- Bastrop Chamber directory and map
- Visit Bastrop visitors' guide
- Community Asset advertising, such as the Bastrop Opera House program
- Houston House & Home for Holiday Homes Tour
- Texas Monthly for Holiday Homes Tour
- San Antonio Monthly magazine for Yesterfest
- Historical articles and stories in local magazines and newspapers
- Actively participate in all partner meetings such as Explore Bastrop County Office of Tourism, Visit Bastrop, Bastrop County Historical Commission, Bastrop Cultural Arts Commission, etc.
- Actively participate in educational activities at City of Bastrop community events, such as Boo Bash, Movies in the Park, etc. Including community partner events such as the Family Crisis Center, Bastrop County Cares, Juneteenth, and other stakeholder events.
- Continue relationships with tourism-related organizations such as the Independence Trail Association, Brazos Trail Association, el Camino Real de los Tejas National Trail Association, and Texas Travel Centers to provide info as requested.
- Continued paid advertising as funds allow

CITY OF BASTROP 2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

ORGANIZATION INFORMATION:

Bastrop Old Town Visitor Center	06/18/2024
Official Name of Organization	Date
Nicole DeGuzman, Executive Director	Nicole@bchs1832.org
Contact Person	E-mail
904 Main Street, Bastrop TX 78602	512-303-0904
Organization Address	Phone Number
bastropcountyhistoricalsociety.com	
Website Address	

Is your Organization:

YES 501(c)3 Other (provide description) Full Service Visitor Information Center

\$ 235,454 Requested amount as a % of Total Budget? 100 %
 Total Amount Requested

Provide a brief description of your organization's mission:

The mission of the Bastrop County Historical Society Visitor Center is to ensure all tourists, visitors and residents experience all that Bastrop has to offer by providing the most up to date information on area opportunities. Guests are encouraged to participate in activities of interest to them in an effort to increase their length of stay (focusing on local accommodations) as well as return visits. We often hear that tourists who have a good encounter during their visit choose to relocate to Bastrop for the unique Bastrop experience.

**CITY OF BASTROP
2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

PROGRAM INFORMATION**2025**

Fiscal Year of Request

16,000

Expected Visitor Attendance Annually

62%Percentage of attendees that will be
staying overnight in hotels

How will you measure the impact of your program/event on area tourism?

All visitors who enter the Visitor Center are asked where they are from and whether or not they are spending the night. All data collected is entered into a database that is overseen by Visit Bastrop. We track this data and submit quarterly reports to the City of Bastrop and other civic organizations when presenting on upcoming events.

Do your promotional materials/website note area lodging facilities that can host participants?

Visit Bastrop listed on website

Tell us about your programming/events planned for next fiscal year:

The Visitor Center is open 6 days a week, Monday through Saturday, from 10 a.m.- 5 p.m. All guests are provided information as requested with additional assistance offered as interests are uncovered through conversation. Guests are encouraged to experience local offerings as well as offerings that may be of interest for a future visit.

Visitor Center staff has received awards for organizational excellence through exceptional customer service. They often go above and beyond for the guest by calling local businesses or arranging for concierge-type services.

We have seen an increase in visitors who are considering a move to Bastrop. Visitor Center staff has created a "welcome packet" of information for those interested, and this has been well received.

Visitor Center staff provide support to Visit Bastrop and the Convention Center as requested. The Visitor Center is open for City, Visit Bastrop, Chamber, and Juneteenth, Homecoming, Veterans Day Car Show events as resources allow.

Visitor Center staff offer a scavenger hunt for youth to do in the museum - this has been very popular. Staff also promote the Toads in Town scavenger hunt and other driving/walking tours as "things to do."

Tourism events include the popular Yesterfest in downtown, monthly First Weekend events, monthly Music in the Museum, National Cowboy Day, Texas Declaration of Independence Day, Airing of the Quilts, and others to come.

CITY OF BASTROP 2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

How will you collaborate with other community assets & Visit Bastrop to increase tourism to Bastrop?

With one Director overseeing both the visitor center and museum partnerships between the Community Assets, Visit Bastrop and the City are easily maintained. Strong relationships have been built resulting in productive meetings that improve outcomes for all. Whenever possible, we collaborate with local hotels and community assets to provide additional programming that encourages visitors to stay overnight, optimally over 2 nights. Our events are often planned for tourists to stay over the weekend.

To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. How will this event promote tourism and the convention and hotel industry. Which expenditure category, as found below, is the most relevant to your project event? Please explain.

(1) the establishment, improvement, or maintenance of a convention center or visitor information center. The Visitor Center at 904 Main Street in Bastrop was established in 2012. It is a well maintained, professional and welcoming facility. HOT funds are used to maintain the award-winning customer service we have become known for.

PART TWO

X _____ The programming "directly enhances and promotes tourism AND the convention and hotel industry." (Tax Code, Sec. 351.101) **(This is a requirement)**

1 _____ The organization qualifies under AT LEAST ONE of the following categories:
(Please circle category number)

- (1) the establishment, improvement, or maintenance of a convention center or visitor information center
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- (3) advertising, solicitations and promotions that attract tourist and convention delegates to City of Bastrop
NOTE: If applying under this category, legitimate media must be utilized IN ADVANCE of the event (examples include direct mail, postage, newspapers, magazines, radio, television, billboards, newsletters, brochures and other collateral material).
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NOTE: Must be a viable art form (examples include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft
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- (7) the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities
- (8) funding transportation systems for tourist

X _____ The application is filled out thoroughly and completely with all requested documentations attached

X _____ It has been determined how the organization will track out-of-town guest, demonstrating that the programming will attract tourist that will increase tourism & support the convention and hotel industry

CITY OF BASTROP 2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and according to the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Bastrop, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Nicole DeGuzman
Authorized Signature for the Applicant
Nicole DeGuzman
Name Printed or Typed

06/18/2024
Date
Executive Director
Title

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- 2) Proposed Budget FY2025 (10/01/24 - 09/30/25) itemized detail relevant to HOT fund revenue requesting
- 3) Copy of 501 (c) letter from Internal Revenue Service (only if 1st submittal)
- 4) Programing schedule including planned events
- 5) Identify other sources of funding
- 6) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE, NO OTHER ATTACHMENTS ACCEPTED
- 7) Marketing plan

Bastrop Old Town Visitor Center

Profit & Loss

October 2022 through September 2023

	<u>Oct '22 - Sep 23</u>
Ordinary Income/Expense	
Income	
Event Income	
Yesterfest	6,250.00
First Friday	1,260.00
Total Event Income	7,510.00
Hotel/Motel Tax	162,986.00
Total Income	170,496.00
Expense	
Building Operations	
Telephone	1,399.48
Building maintenance	16,563.62
Janitorial Service	3,008.50
Janitorial Supplies	687.23
Utilities	6,252.81
Total Building Operations	27,911.64
Computer Expenses	
Computer equipment & Software	1,772.30
Total Computer Expenses	1,772.30
Event Expense	
First Friday	1,140.00
Yesterfest	5,267.28
Total Event Expense	6,407.28
Insurance	6,324.73
Marketing & Promotion	3,782.57
Office Supplies	1,429.33
Payroll Expenses	
Contract Labor	125.00
BCHS Payroll Reimbursement	-26,312.06
Medical Stipend	3,450.00
Payroll Taxes	11,432.59
Salaries & Wages	129,073.18
Total Payroll Expenses	117,768.71
Postage	121.25
Printing	598.95
Professional Development	472.04
Special Events Expenses	
Housekeeping/Janitorial Service	960.99
Total Special Events Expenses	960.99
Tax preparation	1,700.00
Volunteer Appreciation	507.44
Total Expense	169,757.23
Net Ordinary Income	738.77
Net Income	<u>738.77</u>

**BOTVC
2024-2025**

Item 5B.



Dedicated Visitor Center Facility

Administration & Office

Accounting	\$4,400
Computer Equipment & Software	\$6,000
Computer Maintenance & Repair	\$2,000
Insurance	\$7,000
Office Supplies	\$4,500
Telephone	\$2,100
Printing	\$2,000
Professional Development	\$800
Postage	\$650
Volunteer Appreciation	\$800

Building Operations (50%)

Building Maintenance (Includes Elevator & AC)	\$13,000
Fire Suppression Sinking Fund	\$10,000
Housekeeping	\$13,500
Janitorial Supplies	\$4,000
Utilities	\$9,000

Payroll & Payroll Taxes (1 FTE, 4 PTE) \$137,704

Special Events

Housekeeping/Janitorial Service	\$3,000
Special Event Supplies, etc.	\$5,000

Marketing & Promotion \$10,000

TOTAL \$235,454



BCHS Museum & Visitor Center 2025 Program Schedule

- October – Cemetery Tours – Two tours of Fairview Cemetery (Sat)
 Indigenous Peoples Day event
 Public Quarterly Speaker Presentation
 Dia de los Muertos exhibit open to the public
 First Weekend in Bastrop (Fri/Sat)
 Music in the Museum
 Boo Bash
- November – Veteran’s Day Car Show – Headquarters for the day in the special exhibit room
 Veterans Day public tours of the WWII and Camp Swift exhibits
 Special exhibit open to the public
 First Weekend in Bastrop (Fri/Sat)
 Music in the Museum
- December – Public Rendezvous Holiday Gala (Fri)
 Holiday Homes Tour featuring six-seven downtown historic homes (Sat)
 Historic Preservation Symposium (Thur/Fri/Sat)
 New special exhibit open to the public
 Wassailfest event
 Kwanzaa Celebration event
 First Weekend in Bastrop (Fri/Sat)
 Music in the Museum
- January– Public Quarterly Speaker Presentation
 New special exhibit open to the public
 First Weekend in Bastrop (Fri/Sat)
 Music in the Museum
- February- Mardi Gras
 Special exhibit open to the public
 First Weekend in Bastrop (Fri/Sat)
 Music in the Museum
- March- Airing of the Quilts event
 Texas Independence Day event
 Special exhibit open to the public
 First Weekend in Bastrop (Fri/Sat)
 Music in the Museum

- April- Spring Tea event
Public Quarterly Speaker Presentation
Table on Main
Bastrop Library Teen Program
New special exhibit open to the public
First Weekend in Bastrop (Fri/Sat)
Music in the Museum
- May- Free Historic Downtown Docent Walking Tours (Saturdays)
Yesterfest 3-day event: Beard & Mustache Competition (Fri), Chuck Wagon
Competition (Fri/Sat), Reenactors, Street Dance (Sat), Cowboy Church, Bluegrass
music festival (Sun).
New Bastrop Historic Preservation exhibit open to the public
National Tourism Week events
Cinco de Mayo educational events
Bastrop Library Teen Program
First Weekend in Bastrop (Fri/Sat)
Music in the Museum
- June- Lunch & Learn Educational event
Juneteenth event
New special exhibit open to the public
First Weekend in Bastrop (Fri/Sat)
Music in the Museum
- July- National Day of the Cowboy event
Public Quarterly Speaker Presentation
Junior Police Academy Program
Special exhibit open to the public
First Weekend in Bastrop (Fri/Sat)
Music in the Museum
- August- Special exhibit open to the public
Homecoming events
First Weekend in Bastrop (Fri/Sat)
Music in the Museum
- September- Lunch & Learn Educational event
Special exhibit open to the public
Austin Museum Partnership Day event
Bastrop Music Festival events
First Weekend in Bastrop (Fri/Sat)
Music in the Museum

Ongoing –

Step-on docent-led bus tours

Historic downtown docent tours

Docent-led museum tours Monday through Saturday

School group tours

Self-guided and driving tours

Scavenger hunts are continuously revised and available

First Weekend in Bastrop (Fri/Sat) – open late hours and artist hosting

Special events – open additional hours by request

Special historic presentations – civic organizations, Chamber of Commerce events, City of Bastrop events, etc.

City of Bastrop community events – Movies in the Park, Boo Bash, etc.

Community events- Camp Swift Destroyer Days, Juneteenth, BISD back-to-school bash, etc.



BCHS Visitor Center Other Sources of Funding

BCHS does not fundraise to support the Visitor Center operations.
For special events, sponsorships and vendor fees partially cover the cost of the event.

However, all operational expenses (utilities, maintenance, repair, etc.) are split with the museum
- including the director role. The museum does fundraise to cover these costs.



BCHS Museum & Visitor Center 2025 Marketing Plan

- Email blasts
- Social Media (Facebook and Instagram) posts and paid advertising
- Visit Bastrop blogs, events, and calendar listings
- Quarterly printed newsletter
- Event postings on various online calendars throughout Bastrop
- Website updates – ongoing
- Press releases
- Continued television, newspaper, and radio interviews based on internal press releases
- Bastrop Chamber directory and map
- Visit Bastrop visitors' guide
- Community Asset advertising, such as the Bastrop Opera House program
- Houston House & Home for Holiday Homes Tour
- Texas Monthly for Holiday Homes Tour
- San Antonio Monthly magazine for Yesterfest
- Historical articles and stories in local magazines and newspapers
- Actively participate in all partner meetings such as Explore Bastrop County Office of Tourism, Visit Bastrop, Bastrop County Historical Commission, Bastrop Cultural Arts Commission, etc.
- Actively participate in educational activities at City of Bastrop community events, such as Boo Bash, Movies in the Park, etc. Including community partner events such as the Family Crisis Center, Bastrop County Cares, Juneteenth, and other stakeholder events.
- Continue relationships with tourism-related organizations such as the Independence Trail Association, Brazos Trail Association, el Camino Real de los Tejas National Trail Association, and Texas Travel Centers to provide info as requested.
- Continued paid advertising as funds allow

CITY OF BASTROP 2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

ORGANIZATION INFORMATION:

Bastrop Opera House		6/15/2024
Official Name of Organization		Date
Lisa Holcomb	plays@bastropoperahouse.org	
Contact Person	E-mail	
711 Spring Street Bastrop, TX 78602		512-517-6422
Organization Address		Phone Number
www.BastropOperaHouse.org		
Website Address		

Is your Organization:

Yes 501(c)3 Other (provide description) _____

\$194,000
Total Amount Requested

Requested amount as a % of Total Budget? 25 %

Provide a brief description of your organization's mission:

Bastrop Opera House produces quality theatrical productions that entertain, inform and stimulate audiences. We train and support the next generation of theatre artists; we provide arts education programs that promote life-long learning to a diverse community. As a nonprofit organization, we are committed to enriching the community's quality of life by generating opportunities for participation in the arts, partnering with schools, collaborating with other mission-based organizations and driving regional economic prosperity.

CITY OF BASTROP
2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

PROGRAM INFORMATION

2025

Fiscal Year of Request

20,000

Expected Visitor Attendance Annually

TBD

Percentage of attendees that will be staying overnight in hotels

How will you measure the impact of your program/event on area tourism?

Approximately 90% of our tickets are purchased online and we require zip codes to be put in when purchasing. We run regular reports on these and know that between 60-80 percent of our patrons are from outside of Bastrop. We have recently added a requirement of our online patrons that request them to let us know if they are staying in local lodging.

Do your promotional materials/website note area lodging facilities that can host participants?

Yes

Tell us about your programming/events planned for next fiscal year:

See attached info.

CITY OF BASTROP 2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

How will you collaborate with other community assets & Visit Bastrop to increase tourism to Bastrop?

The Bastrop Opera House collaborates at every opportunity with other assets to help promote each other as well as to create programming that includes the assets and Visit Bastrop in order to increase visitors to Bastrop. Our website links to Visit Bastrop so website visitors can easily find accomodations and other activites in Bastrop during their visit.

To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. How will this event promote tourism and the convention and hotel industry. Which expenditure category, as found below, is the most relevant to your project event? Please explain.

The Bastrop Opera House fits best in #4 category. The Opera House has ongoing events every month that markets to patrons within 50 miles of Bastrop. With nine season shows as well as special events, we bring in thousands of people each season.

PART TWO

Yes The programming "directly enhances and promotes tourism AND the convention and hotel industry." (Tax Code, Sec. 351.101) **(This is a requirement)**

Yes The organization qualifies under AT LEAST ONE of the following categories: (Please circle category number)

- (1) the establishment, improvement, or maintenance of a convention center or visitor information center
- (2) the facilitation of convention registration

(3) advertising, solicitations and promotions that attract tourist and convention delegates to City of Bastrop
NOTE: If applying under this category, legitimate media must be utilized IN ADVANCE of the event (examples include direct mail, postage, newspapers, magazines, radio, television, billboards, newsletters, brochures and other collateral material).

(4) the encouragement, promotion, improvement and application of the arts
NOTE: Must be a viable art form (examples include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft

(5) the enhancement of historical restoration and preservation projects

(6) funding cost in certain counties to hold sporting events that substantially increase hotel activity: (cities within counties of under 1 million population

(7) the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities

(8) funding transportation systems for tourist

Yes The application is filled out thoroughly and completely with all requested documentations attached

Yes It has been determined how the organization will track out-of-town guest, demonstrating that the programming will attract tourist that will increase tourism & support the convention and hotel industry

CITY OF BASTROP 2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and according to the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Bastrop, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Authorized Signature for the Applicant

Date

Name Printed or Typed

Title

Return completed application and attachments to:
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

DEADLINE: 5:00 P.M., JUNE 21, 2024

Electronic/Facsimile submissions will not be considered.

Required Attachments:

- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole
- 2) Proposed Budget FY2025 (10/01/24 - 09/30/25) itemized detail relevant to HOT fund revenue requesting
- 3) Copy of 501 (c) letter from Internal Revenue Service (only if 1st submittal)
- 4) Programing schedule including planned events
- 5) Identify other sources of funding
- 6) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE, NO OTHER ATTACHMENTS ACCEPTED
- 7) Marketing plan

Profit & Loss

October 31, 2023 through June 20, 2024

06/20/24

Accrual Basis

	<u>Oct 31, '23 - Jun 20, 24</u>
Ordinary Income/Expense	
Income	
Contributions-Support	
Donations-Corporations	
Dell	125.00
Donations-Corporations - Other	2,000.00
	<hr/>
Total Donations-Corporations	2,125.00
Donations-Individuals	11,289.15
Donations - Our Next Act	106,000.00
Donations - Youth Rounding Up	1,000.00
Program Ad Revenue	2,675.00
Sponsorships	
Season Sponsorships	4,000.02
	<hr/>
Total Sponsorships	4,000.02
Wine Donations	5,924.00
	<hr/>
Total Contributions-Support	133,013.17
Donated Goods & Services Rev	170.00
Gov't Revenue	
City of Bastrop-Hot Funds	169,991.00
	<hr/>
Total Gov't Revenue	169,991.00
Production Revenues	
Concession Revenue	13,075.85
Gift Certificates	1,530.00
Production(Revenue)In House Tk	124,101.00
Program Advertising	450.00
Season Tickets	4,371.30
	<hr/>
Total Production Revenues	143,528.15
Youth Programs (Academy Rev)	
Academy-Ticket Sales	5,359.00
Academy Donations	40.00
Academy Tuition	21,709.60
Summer Camp Tuition	12,675.00
TNT Conference	1,872.00
	<hr/>
Total Youth Programs (Academy ...	41,655.60
Total Income	488,357.92
	<hr/>
Gross Profit	488,357.92
Expense	
Catering	
Catering Expense	2,982.33
	<hr/>
Total Catering	2,982.33
Facilities & Equipment Exp	
Insurance - Building	7,503.70
New Building	7,886.07
Repairs & Maintenance	487.33
Storage fee	1,981.00
Utilities	5,901.54
	<hr/>
Total Facilities & Equipment Exp	23,759.64
General Expenses	
Advertising-General	
Print Media Advertising	1,462.00

Bastrop Opera House, Inc.
Profit & Loss
October 31, 2023 through June 20, 2024

	Oct 31, '23 - Jun 20, 24
Social Media Advertising	5,628.34
Spectrum Advertising Package	8,428.50
Advertising-General - Other	1,448.00
Total Advertising-General	16,966.84
Bank Charges	
Course Storm Fees	1,574.65
Ludus Fees	184.83
Square Fees	245.60
Stripe CC Fees	0.24
Bank Charges - Other	20.69
Total Bank Charges	2,026.01
Concession Supplies	
Wine	2,749.07
Concession Supplies - Other	5,779.77
Total Concession Supplies	8,528.84
Dues, Membership, Subscriptions	2,034.00
Janitorial Supplies	752.96
Lawn Care	585.00
Misc Expense	79.80
Office Expenses	913.53
Postage, Shipping and Delivery	192.20
Program Ad Commission	686.25
Sales Tax Payable	653.60
Website	1,144.81
General Expenses - Other	299.06
Total General Expenses	34,862.90
Interest Expense	30,600.00
Legal & Professional	
Consultants	10,700.00
Professional Fees	5,647.00
Total Legal & Professional	16,347.00
Meeting & Travel Exp	
Conferences	833.80
Meals and Entertainment	1,641.45
Travel Lodging	1,342.11
Total Meeting & Travel Exp	3,817.36
Operations	
Postage, Mailing Service	130.00
Total Operations	130.00
Payroll Expenses	
Payroll Fees	1,036.12
Taxes	8,857.21
Wages	57,078.21
Payroll Expenses - Other	-1,990.46
Total Payroll Expenses	64,981.08
Production Related Exp	
Choreographer	3,975.00
Costumes/Sets	
Design	1,280.00
Costumes/Sets - Other	3,820.24
Total Costumes/Sets	5,100.24
Graphic Design	1,010.00

Profit & Loss

October 31, 2023 through June 20, 2024

	<u>Oct 31, '23 - Jun 20, 24</u>
Music Director	11,150.00
Music Tracks	1,772.70
Photography	3,000.00
Production Equipment Exp	9,129.41
Production Misc Expenses	350.00
Production Rights License	23,258.75
Program, Playbill, Marquee	6,723.73
Set Design/Build	2,640.10
Show Director	11,931.44
Stage Manager	6,841.83
Tech Equipment	3,287.05
Tech Support Professionals	25,500.00
Total Production Related Exp	<u>115,670.25</u>
Youth Program Exp	
Academy expense	4,517.31
Contract Labor - Creative	17,580.00
TNT Conference	2,688.00
Total Youth Program Exp	<u>24,785.31</u>
Total Expense	<u>317,935.87</u>
Net Ordinary Income	170,422.05
Other Income/Expense	
Other Income	
Interest Income	3,041.41
Total Other Income	<u>3,041.41</u>
Other Expense	
Suspense	315.42
Total Other Expense	<u>315.42</u>
Net Other Income	<u>2,725.99</u>
Net Income	<u><u>173,148.04</u></u>

10:00 AM

Bastrop Opera House, Inc.

Item 5B.

06/20/24

Profit & Loss

Accrual Basis

October 31, 2023 through June 20, 2024

Filters applied on this Report:

Date: Custom

Bastrop Opera House, Inc.

Profit & Loss

06/19/24

October 31, 2022 through October 31, 2023

Accrual Basis

	Oct 31, '22 - Oct 31, 23
Ordinary Income/Expense	
Income	
Bastrop County Bar Association	200.00
Contributions-Support	
Donations-Corporations	
Dell	1,100.00
Donations-Corporations - Other	325.00
Total Donations-Corporations	1,425.00
Donations-Individuals	10,336.90
Program Ad Revenue	14,958.75
Sponsorships	
Season Sponsorships	29,923.46
Sponsorships - Other	1,456.20
Total Sponsorships	31,379.66
Wine Donations	9,585.00
Contributions-Support - Other	-1,500.00
Total Contributions-Support	66,185.31
Other Revenue	
Building Rental	700.00
Total Other Revenue	700.00
Production Revenues	
Concession Revenue	23,683.46
Gift Certificates	1,130.00
Production-Streaming Tickets	1,611.50
Production(Revenue)In House Tk	215,418.74
Season Tickets	12,080.05
Total Production Revenues	253,923.75
Uncategorized Revenue	155.40
Youth Programs (Academy Rev)	
Academy-Ticket Sales	19,406.48
Academy Donations	
Theater Network Of TX - Techies	2,925.96
Academy Donations - Other	10,134.22
Total Academy Donations	13,060.18
Academy Tuition	25,766.84
Summer Camp Tuition	15,539.23
TNT Conference	3,574.86
Youth Programs (Academy Rev) - O...	73.00
Total Youth Programs (Academy Rev)	77,420.59
Total Income	398,585.05
Gross Profit	398,585.05
Expense	
Catering	
Catering Expense	2,415.30
Catering - Other	4,385.00
Total Catering	6,800.30
Education/Resources	76.05
Facilities & Equipment Exp	
Insurance - Building	5,752.30
Insurance - D & O	698.00
Repairs & Maintenance	1,203.14

Profit & Loss

October 31, 2022 through October 31, 2023

Accrual Basis

	<u>Oct 31, '22 - Oct 31, 23</u>
Storage fee	3,679.00
Utilities	9,994.90
Total Facilities & Equipment Exp	21,327.34
General Expenses	
Advertising-General	
Print Media Advertising	4,332.05
Social Media Advertising	5,349.36
Spectrum Advertising Package	16,199.86
Advertising-General - Other	750.00
Total Advertising-General	26,631.27
Bank Charges	
Ludus Fees	357.21
Square Fees	480.46
Stripe CC Fees	355.39
Bank Charges - Other	328.88
Total Bank Charges	1,521.94
Concession Supplies	
Wine	1,104.08
Concession Supplies - Other	14,551.68
Total Concession Supplies	15,655.76
Dues, Membership, Subscriptions	1,866.60
Equipment	885.85
Fundraising Expense	4,554.78
Janitorial Supplies	1,369.32
Lawn Care	855.00
Misc Expense	2,957.63
Office Expenses	2,461.70
Postage, Shipping and Delivery	282.88
Printing	1,005.52
Sales Tax Payable	4,373.55
Website	1,388.62
Total General Expenses	65,810.42
Interest Expense	246.33
Legal & Professional	
Consultants	15,468.75
Professional Fees	34,805.22
Total Legal & Professional	50,273.97
Meeting & Travel Exp	
Meals and Entertainment	1,827.75
Travel Lodging	2,379.30
Total Meeting & Travel Exp	4,207.05
Payroll Expenses	
Payroll Fees	579.43
Wages	92,029.03
Total Payroll Expenses	92,608.46
Production Related Exp	
Choreographer	4,540.25
Costumes/Sets	
Design	1,741.55
Costumes/Sets - Other	21,487.03
Total Costumes/Sets	23,228.58
Graphic Design	2,395.00

Profit & Loss

October 31, 2022 through October 31, 2023

06/19/24

Accrual Basis

	<u>Oct 31, '22 - Oct 31, 23</u>
Music Director	4,450.00
Photography	5,100.00
Production Coordinator	13,332.00
Production Equipment Exp	10,156.16
Production Misc Expenses	1,065.21
Production Rights License	30,974.03
Program, Playbill, Marquee	5,944.24
Show Director	8,400.00
Stage Manager	1,000.00
Statesman Advertising Package	2,083.62
Tech Support Professionals	27,500.00
Production Related Exp - Other	1,223.45
Total Production Related Exp	141,392.54
Reimbursement - Internal	-11,828.54
Transfer to Reserve Account	0.00
Youth Program Exp	
Academy expense	6,428.62
Contract Labor - Creative	25,598.00
Contract Labor - Director	2,650.00
Costumes/Sets	101.52
Rights/Licenses	5,708.34
Summer Camp Expenses	3,957.80
TNT Conference	9,803.60
Total Youth Program Exp	54,247.88
Total Expense	425,161.80
Net Ordinary Income	-26,576.75
Other Income/Expense	
Other Income	
Interest Income	2,982.04
Total Other Income	2,982.04
Other Expense	
Suspense	0.00
Total Other Expense	0.00
Net Other Income	2,982.04
Net Income	-23,594.71

The mission of the Bastrop Opera House is to engage, inspire, entertain and challenge audiences of all ages with theatrical productions that range from the classics to new works; we train and support the next generation of theatre artists; we provide arts education programs that promote life-long learning to a diverse community; and we celebrate the essential power of the theatre to illuminate our common humanity.

The 2024-2025 season will be a robust season with season productions, special events, and Academy productions. As the Bastrop Opera House has proven, we provide very high quality, professional productions while still remaining on a budget. Producing a season that will bring in tourist to Bastrop requires that we provide a season that will attract the tourist. A theatre, no matter the size, cannot operate on ticket sales alone. We have several avenues for acquiring funds, however, the support from the city’s hot funds is vital to our performances.

2024-2025 Season

The upcoming season will consist of five musicals and four plays, being a total of 9 major productions. Many of these productions are Tony award-winning productions that the Bastrop Opera House is privileged to have received the rights to produce on our stage.

Special Productions: Cabaret and Dinner shows, 8 Youth Productions, Summer Theatre Camp Musical, special events

Budget relevant to Hot Fund request

Production Projects:	94,425
Production Project Coordinator:	30,000.00
Academy Project Coordinator:	30,500.00
Production Equipment:	10,000.00
Advertising:	30,000.00
TOTAL Requested:	\$194,000

Advertising Plan for the 2024-2025 Season

Proper and aggressive marketing is very important to the success of each of our productions.

Social Media: Each show is heavily marketed on Facebook, Instagram and Twitter. Each show has several scheduled post that come out each week through the run of the production. There are scheduled post that are paid to be boosted throughout the run of the production. We also advertise in the Greater Austin area through Spectrum commercials.

Newsletter Campaigns: Currently there are 3520 people who receive our regular email blast.

Other Sources of Income:

Season Sponsors

Show Sponsors

Individual and Cooperate Donations

Income through advertising in season playbill

Income from ticket sales

Income from Academy tuition

CITY OF BASTROP 2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

ORGANIZATION INFORMATION:

Lost Pines Art Center		6/21/2024
Official Name of Organization		Date
Chloe Brevelle	chloe@lostpinesartcenter.org	
Contact Person	E-mail	
1204 Chestnut		512-321-8055
Organization Address		Phone Number
lostpinesartcenter.org		
Website Address		

Is your Organization:

YES 501(c)3
 Other (provide description) _____

\$ 167,950
 Total Amount Requested

Requested amount as a % of Total Budget? 40 %

Provide a brief description of your organization's mission:

Mission: The Lost Pines Art Center promotes artists and all forms of art through diverse and cultural programs and opportunities.

Vision: The Lost Pines Art Center is a leading force for inspiration, education, support and enrichment of the community through the creative power of the arts.

Our values encompass access for all to the arts through inspiring and educational programs and exhibits. We are proud to offer programming that is free or low cost, so visitors from various economic situations can take part in our offerings.

We are a home to many artists seeking a supportive space full of opportunity. Bastrop has long been a hub for artists, and continues to grow as such, with even more artists moving to the area. Together with our Community Partners, including the City of Bastrop, artists, donors and volunteers, we are able to produce programs and exhibits celebrating diversity and creativity without limits.

These partnerships allow us to continue our work of making Bastrop an arts destination.

**CITY OF BASTROP
2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

PROGRAM INFORMATION

2025

Fiscal Year of Request

25,000

Expected Visitor Attendance Annually

30%

Percentage of attendees that will be staying overnight in hotels

How will you measure the impact of your program/event on area tourism?

We will continue to use the following: Visit Bastrop metrics for major events, sign-in sheets at our entrances capturing hotel stays and zip codes, online registrations for classes and ticketed events with zip codes, maintaining an open dialogue with our hotel partners, and in-person surveys at events to count tourist guests.

Do your promotional materials/website note area lodging facilities that can host participants? Yes

Tell us about your programming/events planned for next fiscal year:

- Many of our Programs will continue, such as our Classes and experiences. Most of our classes are 1-3 days, allowing for out of town guests to complete a class during their visit.
- We will also continue Art After Dark each month. This event has developed a loyal following, and we also see many new faces each time, along with a more diverse demographic of attendees.
- We would like to offer more Horizons Concerts, which have been greatly successful. We packed the gallery with 150 people for the Peterson Bros., and want to continue to feature international music groups as well.
- Bastrop Art Fest will be back again with an international flair to the event. The first year drew over 900 visitors from around Texas, and we want to grow that number.
- The first Bastrop Mardi Gras was a huge success, and we plan to be involved again, offering a curated art show honoring the event, and an expanded Art After Dark that Saturday.
- The Central Texas Art Tour has been added to our line up. We are thrilled to continue this successful event in collaboration with other art businesses and restaurants downtown.
- We will hold our annual Gala Fundraiser in October 2024, with a live auction, fine art raffles, performances and more.
- We are adding traveling/featured art shows back in our largest gallery/event space, Art of the Pines.

**CITY OF BASTROP
2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

How will you collaborate with other community assets & Visit Bastrop to increase tourism to Bastrop?

We will offer packages of collective activities for tourists at the Hyatt, Hampton Inn and other area hotels, involving the Community Assets and downtown businesses. We have a great relationship with the sales and marketing reps at Visit Bastrop, and work with them to promote our programming and provide offerings for groups at our hotels and Convention Center. We will offer to include the Community Assets in our First Weekend event line up each month.

To qualify for financial assistance under the Hotel Occupancy Tax for Bastrop, the expenditure must satisfy Part One and at least ONE of the options in Part Two.

PART ONE - In order to be eligible to receive HOT Funding you must comply with State Law/Chapter 351 of the Tax Code. Revenues must be used to directly promote tourism and the convention and hotel industry. How will this event promote tourism and the convention and hotel industry. Which expenditure category, as found below, is the most relevant to your project event? Please explain.

The arts are a great vessel for tourism, as we see happening throughout the world. We exist as a venue and platform for the support and promotion of the arts in Bastrop. We offer year-round programming designed to attract and benefit both our community and the tourism industry. Many of our current followers, participating artists and customers are from outside of the area. Bastrop continues to gain momentum as an arts destination, and we are thrilled to contribute to that.

PART TWO

- The programming "directly enhances and promotes tourism AND the convention and hotel industry." (Tax Code, Sec. 351.101) **(This is a requirement)**

- The organization qualifies under AT LEAST ONE of the following categories: **(Please circle category number)**
 - (1) the establishment, improvement, or maintenance of a convention center or visitor information center
 - (2) the facilitation of convention registration
 - (3) advertising, solicitations and promotions that attract tourist and convention delegates to City of Bastrop
NOTE: If applying under this category, legitimate media must be utilized IN ADVANCE of the event (examples include direct mail, postage, newspapers, magazines, radio, television, billboards, newsletters, brochures and other collateral material).
 - (4) the encouragement, promotion, improvement and application of the arts
NOTE: Must be a viable art form (examples include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft
 - (5) the enhancement of historical restoration and preservation projects
 - (6) funding cost in certain counties to hold sporting events that substantially increase hotel activity: (cities within counties of under 1 million population
 - (7) the enhancement or upgrading of existing sports facilities or sports fields for certain municipalities
 - (8) funding transportation systems for tourist

- The application is filled out thoroughly and completely with all requested documentations attached

- It has been determined how the organization will track out-of-town guest, demonstrating that the programming will attract tourist that will increase tourism & support the convention and hotel industry

**CITY OF BASTROP
2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION**

The information contained herein and attached to this application is true and correct to the best of my knowledge. I hereby acknowledge that any funding received from the City of Bastrop must be expended as I have represented in this application and according to any requirements set by the City of Bastrop City Council and according to the program guidelines. I agree that if funds are not expended accordingly, in the opinion of the City of Bastrop, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Chloe Brevette
Authorized Signature for the Applicant
Chloe Brevette
Name Printed or Typed

6/21/2024
Date
Administrator
Title

Return completed application and attachments to:
City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

DEADLINE: 5:00 P.M., JUNE 21, 2024

Electronic/Facsimile submissions will not be considered.

- Required Attachments:**
- 1) Last fiscal year's financial statement (profit & loss statement) for your organization as a whole
 - 2) Proposed Budget FY2025 (10/01/24 - 09/30/25) itemized detail relevant to HOT fund revenue requesting
 - 3) Copy of 501 (c) letter from Internal Revenue Service (only if 1st submittal)
 - 4) Programing schedule including planned events
 - 5) Identify other sources of funding
 - 6) ALL ATTACHMENTS SHOULD BE PROVIDED IN 8.5" X 11" SIZE, NO OTHER ATTACHMENTS ACCEPTED
 - 7) Marketing plan

Lost Pines Art Center
HOT Funds Budget 2024-25

HOT Fund Request	167950
Advertising	
Advertising	6,000
Office/General	
Comm-email system	750
Supplies/Office Supplies	1000
Total Office/General	1750
Payroll Expenses	99840
--FT Program Coordination/PT Program Developer	
Program Expenses	
Classes Expenses	2000
Horizons Concert Series	6000
Festival-Show Expenses/Bastrop A	6000
Glassblowing Silo	15000
Receptions-Art Show Expenses	2500
**Central Texas Art Tour	2000
Total Program Expenses	33500
Subcontract Staffing	
Glass Silo Salary	5000
Instructor Pay	3500
Saturday Support	9360
**Marketing Coordinator/Seasonal	9000
Total Subcontract Staffing	26,860
Total Expense	167950



Budget Notes/Other Sources of Funding

The proposed budget will fund 12 months of programming in regards to the development, coordination and production of our vast array of activities and events. We propose raising our marketing budget, to expand our reach and to allow for more frequent and impactful marketing campaigns. We will also produce more brochures, flyers, postcards and other materials for distribution at area hotels and our Convention Center. We are adding a Part Time/Seasonal Marketing Coordinator with expertise in the field and enthusiasm about our organization and programs.

Production costs and supplies have increased from last year, but we have kept the proposed budget as frugal as we can.

Other Sources of Funding:

- Annual Gala Fundraiser
- Membership
- Event Sponsorships
- Donations on our website; (program-specific, such as Art After Dark)
- Donation Box/Donation QR Code visible at events/entrances
- Grants
- Art Show Fees/Art Sales
- Classes



Lost Pines Art Center 2024-25 Program Schedule

- **Art After Dark**, every first Saturday of the month; Opening of new shows, art talks, live music, reception, meet the artists. Admission is free.
- **Quarterly Art Shows** from over 100 artists from around Texas and beyond in our Mezzanine/Members Gallery. Quarterly, curated shows of traveling artists in our Art of the Pines Gallery/event space.
- **Art Workshops/Experiences**- Ongoing; Year-round classes over 1-3 days each for adults and youth. Workshops include painting (acrylic, watercolor, pastel), stained glass, fused glass, mosaics, drawing and sketching, ceramics, and non-traditional classes such as journal making, book binding, intuitive painting, and more. These shorter duration workshops are perfect for out of town guests looking for something unique during their visit.
- **Glassblowing**; our most successful program including intensive workshops, Blow your Own Glass (quick sessions), and demonstrations at events. Professional glassblowers rent time in the studio most days of the week, allowing guests to sit comfortably on our bleachers and watch. We also offer Blow Your Own Glass as part of our packages for hotel and convention guests.
- **Horizons Concert Series**, Quarterly, featuring jazz and international music in our large gallery space. We have had up to 150 attendees. Tickets are always just \$10 for world-class entertainment.
- **Wine and Unwind**, Quarterly; These paint along sessions for adults are fun and relaxing and we now have a great instructor to bring back these sessions (by popular demand)! We also offer this class to our hotel/convention guests, either at the Art Center or off site if needed.
- **Bastrop Mardi Gras**; first weekend on February. We exhibit a “Mardi Gras/Louisiana-themed” group show with guest artists, host a special edition of Art After Dark, and participate in the downtown mask contest (we were the 2024 winner!).
- **Youth Art Month**, March, we offer workshops, group shows and activities for area youth.
- **Central Texas Art Tour**, Spring 2025; involving all galleries, art-related businesses and restaurants downtown for a full day of demonstrations and special activities to attract tourists and locals to the downtown businesses. The first year of this event drew over 2000 visitors. Visit Bastrop reported that retail spending was up 174%.
- **Bird Lovers Weekend**, first weekend of May; we curate a group art show featuring native and migratory birds of the area and offer family activities that connect with downtown events.
- **Fundraising Gala**, October 2024; Formal event including fine art live auction, raffles and performances.
- **Bastrop Art Fest**, October 19th, 2024; A full day of arts and crafts vendors, demonstrations, family activities and games. This year, it will have an international theme, including performances and art activities from around the world. Admission is free.
- **Lost Pines Christmas**; First weekend of December; We offer a special edition of Art After Dark, serve wassail and host our Holiday Art Bazaar in the gallery.
- **Booths at area events**, ongoing; we have recruited volunteers to attend any area events that request an art booth, such as Movies in the Park and the Family Crisis Center CommUnity Night.



Marketing Plan 2024-25

- Visit Bastrop online listings/publications
- Chamber of Commerce/City of Bastrop online listings
- Monthly newsletter
- Social Media with paid ads/boosts
- Brochures at area hotels
- Radio/Television
- Press Releases
- Various online platforms, state and nationwide
- Hiring a seasonal marketing coordinator for major events support/online outlets
- Postcard mail outs of various events
- Flyers around town/county

Lost Pines Art Center

Item 5B.

Profit Loss

October 2022 - September 2023

	TOTAL
Revenue	
Revenue	0.00
Donations	0.00
Art Fest	5,500.00
Friday Night VIP Event	6,840.00
General Donations	1,591.75
Partnership Members (COF)	5,750.00
Total Donations	19,681.75
HOT Fund Revenue	129,660.00
Misc Income	3,384.00
Program Income	0.00
All Classes and Experiences	120.00
Classes and Workshops	6,428.00
Glass Silo	38,679.97
Total All Classes and Experiences	45,227.97
Art Sales	14,075.63
Conference Income	4,616.00
Facilities Rental	218,605.00
Insurance (deleted)	17,709.38
Maintenance	5,481.25
Telephone and Other (deleted)	552.96
Utilities	13,059.80
Total Facilities Rental	255,408.39
Festivals-Shows-Popups	2,462.12
General Membership	8,275.00
Program and Op Grants	18,500.00
Program Donations	5,706.00
Venue and Facility Rental	1,040.00
Total Program Income	355,311.11
Total Revenue	508,036.86
Total Revenue	\$508,036.86
GROSS PROFIT	\$508,036.86
Expenditures	
*Payroll Expenses	0.00
Advertising	3,410.76
Art Fest	8,628.84
Depreciation Expense	195,586.94
Friday Night VIP Event	13,509.95
Grants	0.00
CRA Grant - Frontier Bank	5,378.43
Total Grants	5,378.43

Depreciation of building for 990; not paid out

Lost Pines Art Center

Item 5B.

Profit Loss

October 2022 - September 2023

	TOTAL
Loan Payments	129,321.17
Miscellaneous Op Expenses	4,255.00
Office/General Administrative E	878.02
Accounting	2,639.85
Bank fees, payroll fees, QB fee	2,812.26
Comm-email system	1,427.41
General Admin	89.95
Insurance - nonemployee	22,467.00
Maintenance	7,828.09
Miscellaneous	1,670.13
Postage,Delivery & Shipping	597.87
Printing	170.39
Professional Fees	2,130.00
Supplies/Office Supplies	1,958.51
Total Office/General Administrative E	44,669.48
Program Expenses	564.46
Artist Commissions	7,983.59
Classes/Experiences Expenses	2,069.26
Conference	2,404.67
Festival-Show Expenses	7,203.46
Glass Silo	16,411.80
Membership Expenses	762.10
Program Supplies	91.96
Receptions-Art Show Expenses	2,514.56
Salinas Expenses	2,002.19
Venue Expenses	6.95
Total Program Expenses	42,015.00
Staffing Expenses	0.00
Taxes	0.00
Federal Taxes (941/944)	5,150.85
Total Taxes	5,150.85
Wages	39,304.74
Operations Contract Labor	32,537.50
Program Contract Labor	46,250.00
Total Wages	118,092.24
Total Staffing Expenses	123,243.09
Subcontract Staffing	9,657.50
Extra Staffing	450.00
Glass Silo Salary	6,900.00
Instructor Pay	5,040.00
Total Subcontract Staffing	22,047.50

Lost Pines Art Center

Item 5B.

Profit Loss

October 2022 - September 2023

	TOTAL
Utilities	29,124.65
Total Expenditures	\$621,190.81
NET OPERATING REVENUE	\$ -113,153.95
Other Revenue	
Interest Earned	90.16
Other Revenue	2,016.52
Total Other Revenue	\$2,106.68
NET OTHER REVENUE	\$2,106.68
NET REVENUE	\$ -111,047.27



Work Session/Briefing

MEETING DATE: July 9, 2024

TITLE:

Receive a presentation regarding Economic Development Tools Commonly Utilized by Texas Cities

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

At the request of the council, the City Manager is providing a presentation regarding economic development tools that may be utilized by Texas municipalities.

The City Attorney will also provide legal perspectives to consider when determining the appropriateness of any development agreement.



STAFF REPORT

MEETING DATE: July 9, 2024

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending May 31, 2024.

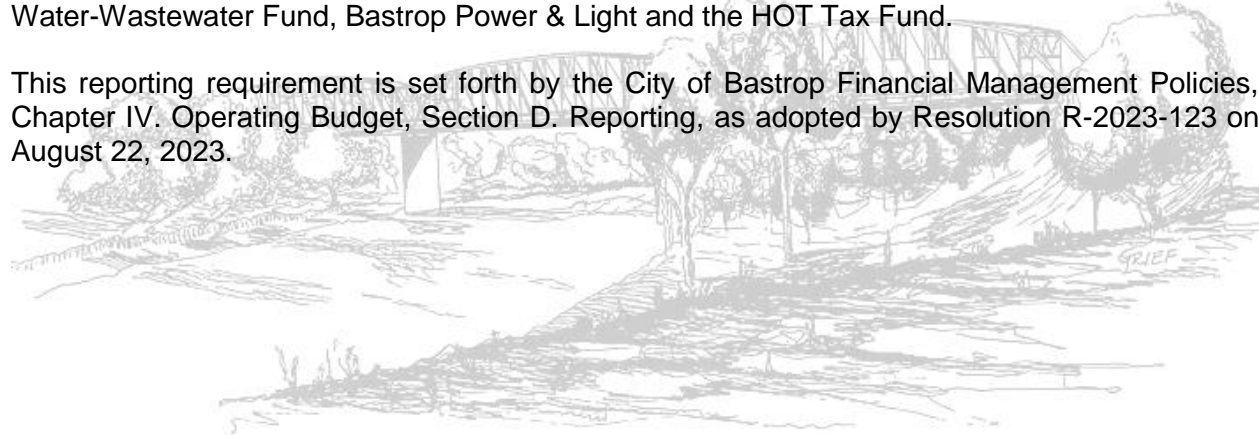
AGENDA ITEM SUBMITTED BY:

Edi McIlwain, Chief Financial Officer

BACKGROUND/HISTORY:

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

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



CITY OF BASTROP

Comprehensive Monthly Financial Report
May 2024



Performance at a Glance as of May 31, 2024



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

BUDGET SUMMARY OF ALL FUNDS

	FY2024 Approved Budget	FY2024 Forecast YTD	FY2024 Actual YTD	Variance
Revenues:				
General	\$ 16,987,033	\$ 12,587,968	\$ 13,479,608	7.1%
Designated	110,110	81,740	118,015	44.4%
General Fund One-time	88,500	88,500	88,081	-0.5%
Development Services	2,476,000	1,565,333	1,425,227	-9.0%
Street Maintenance	2,203,153	540,000	1,094,528	102.7%
Debt Service	4,333,468	3,923,254	3,964,068	1.0%
General Gov's Projects	4,792,000	1,403,333	2,663	-99.8%
Land Acquisition	-	-	52,414	0.0%
Water/Wastewater	8,922,540	5,480,720	5,654,159	3.2%
Water/Wastewater Debt	5,826,460	3,168,107	2,986,193	-5.7%
Water/Wastewater Capital Proj	742,000	494,667	515,469	4.2%
Impact Fees	4,848,640	3,232,427	1,465,546	-54.7%
Vehicle & Equipment Replacement	1,811,584	1,458,930	1,581,603	8.4%
Electric	8,872,870	5,299,385	5,391,954	1.7%
HOT Tax Fund	3,666,540	2,243,618	2,312,470	3.1%
Library Board	21,000	9,167	15,581	70.0%
Cemetery	198,400	124,767	181,368	45.4%
Capital Bond Projects	220,500	27,133	2,242,083	8163.3%
Grant Fund	3,865,330	316,712	131,541	0.0%
Park/Trail Land Dedication	1,865	1,243	1,342	8.0%
Hunter's Crossing PID	581,279	579,954	586,143	1.1%
Bas trop EDC	4,746,140	2,600,679	2,779,472	6.9%
TOTAL REVENUES	\$ 75,315,412	\$ 45,227,637	\$ 46,069,528	1.9%

POSITIVE
WARNING
NEGATIVE

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

COMPREHENSIVE MONTHLY FINANCIAL REPORT – May 2024

	FY2024 Approved Budget	FY2024 Forecast YTD	FY2024 Actual YTD	Variance
Expense:				
General	\$ 17,961,163	\$ 12,059,582	\$ 11,924,965	-1.1%
Designated	430,200	198,388	71,816	-63.8%
General Fund One-time	300,500	241,090	48,662	-79.8%
Development Services	1,962,936	1,155,857	884,104	-23.5%
Street Maintenance	921,483	525,000	66,331	-87.4%
Debt Service	4,746,311	1,155,857	880,755	-23.8%
General Gov't Projects	5,265,240	728,500	455,544	-37.5%
Water/Wastewater	9,573,234	6,500,139	6,138,730	-5.6%
Water/Wastewater Debt	7,070,185	1,673,896	1,617,331	-3.4%
Water/Wastewater Capital Proj.	877,000	465,500	314,498	-32.4%
Revenue Bond, Series 2020	156,919	156,919	487,742	210.8%
CO, Series 2021	385,567	385,567	1,622,324	320.8%
CO, Series 2023	18,300,000	16,385,809	19,238,854	17.4%
Impact Fees	6,125,501	3,518,282	1,255,877	-64.3%
Vehicle & Equipment Replacement	1,804,068	1,362,712	1,351,283	-0.8%
Electric	8,945,474	4,934,654	4,596,688	-6.8%
HOT Tax Fund	4,508,786	4,388,783	2,566,355	-41.5%
Library Board	17,500	30,667	11,158	-63.6%
Cemetery	249,243	174,829	164,425	-6.0%
Hunter's Crossing PID	559,019	512,237	75,739	-85.2%
CO, Series 2018	470,801	69,000	74,999	8.7%
Limited Tax Note, Series 2020	50,314	33,543	24,824	-26.0%
America Rescue Plan	2,388,071	35,000	18,119	-48.2%
CO, Series 2022	2,079,371	69,000	3,050	-95.6%
CO, Series 2023	13,125,000	560,000	287,283	-48.7%
Grant Fund	3,865,330	412,000	82,443	-80.0%
Bas trop EDC	5,371,685	3,133,483	1,742,873	-44.4%
TOTAL EXPENSES	\$ 117,510,901	\$ 60,866,294	\$ 56,006,771	-8.0%

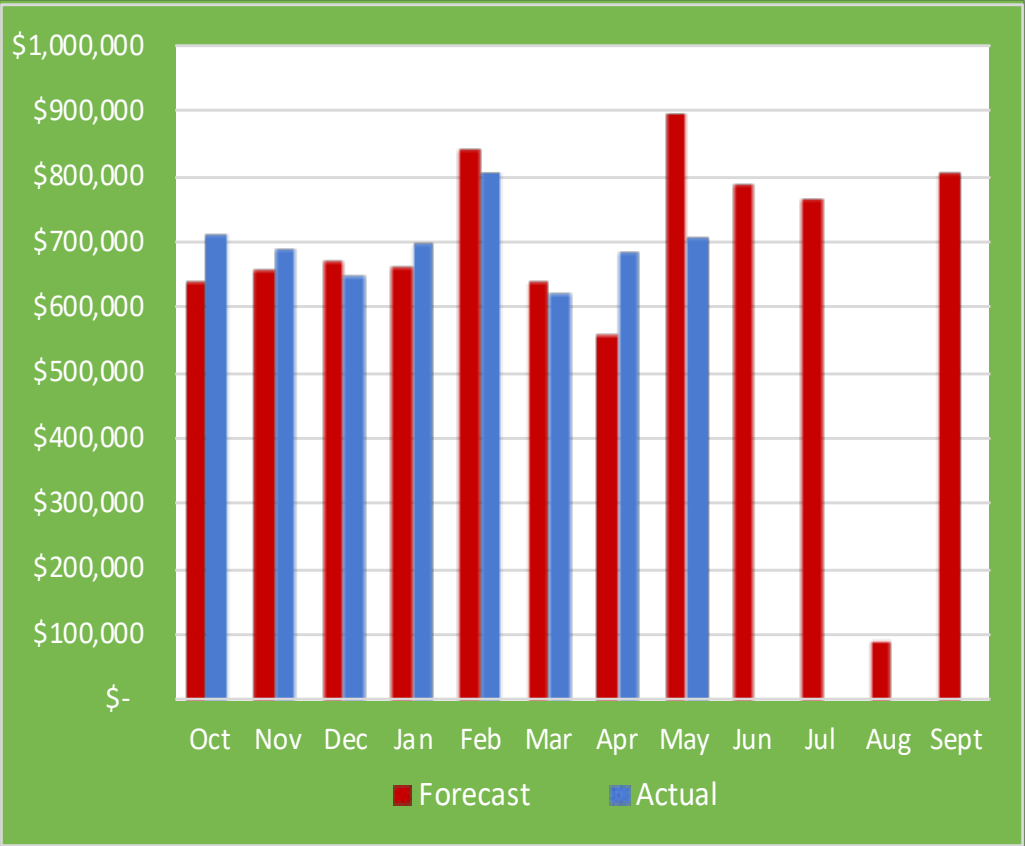
POSITIVE	= Positive variance or negative variance < 1% compared to forecast
WARNING	= Negative variance of 1-5% compared to forecast
NEGATIVE	= Negative variance of >5% compared to forecast

COMPREHENSIVE MONTHLY FINANCIAL REPORT – May 2024

REVENUE ANALYSIS

SALES TAX REVENUE

Month	FY2024 Forecast	FY2024 Actual	Monthly Variance
Oct	\$ 637,316	\$ 707,134	\$ 69,818
Nov	655,140	686,329	\$ 31,189
Dec	665,095	642,539	\$ (22,556)
Jan	656,648	693,059	\$ 36,411
Feb	837,006	803,359	\$ (33,647)
Mar	637,297	617,179	\$ (20,118)
Apr	554,894	679,149	\$ 124,255
May	892,389	700,692	\$ (191,697)
Jun	784,038		\$ (784,038)
Jul	762,715		\$ (762,715)
Aug	86,161		\$ (86,161)
Sept	802,532		\$ (802,532)
Total	\$ 7,971,231	\$ 5,529,440	\$ (2,441,791)
Cumulative Forecast	\$ 5,535,785		
Actual to Forecast	\$ (6,345)	-0.1%	



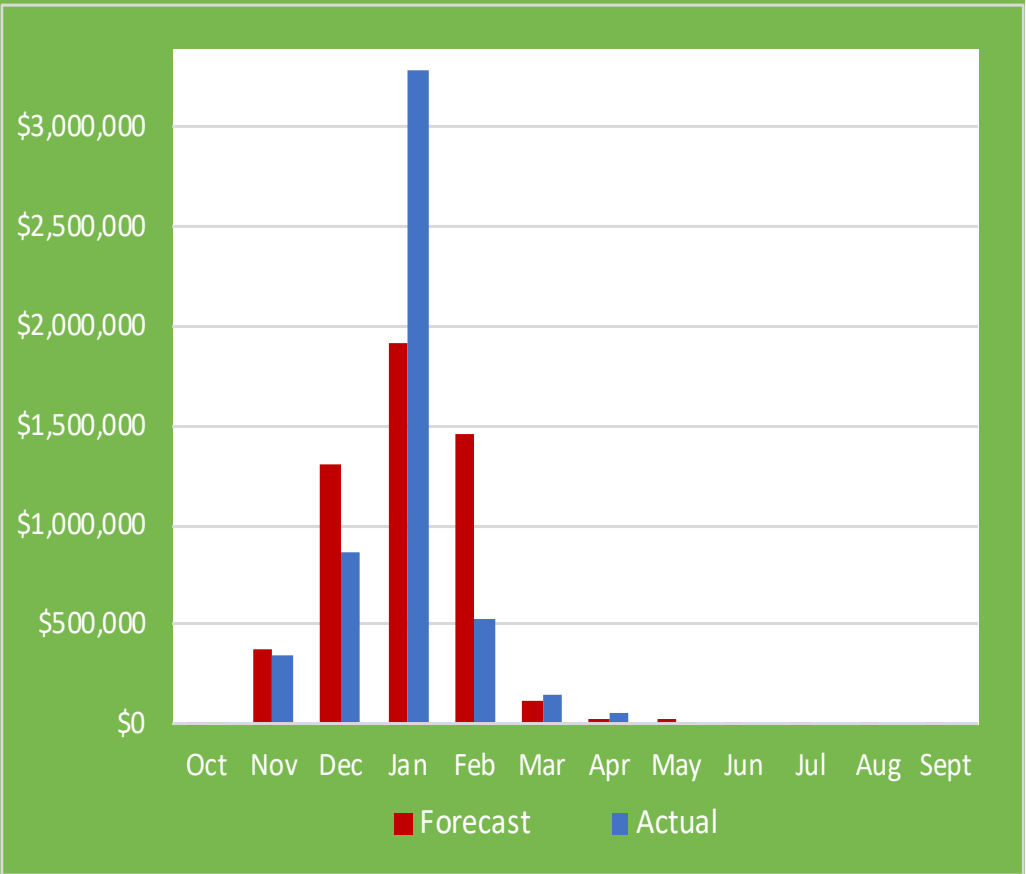
POSITIVE

Sales Tax is 46% of the total budgeted revenue for General Fund. The actual is 4% greater than forecasted.

REVENUE ANALYSIS

PROPERTY TAX REVENUE

Month	FY2024 Forecast	FY2024 Actual	Monthly Variance
Oct	\$ 10,451	\$ 13,951	\$ 3,500
Nov	369,713	339,559	\$ (30,154)
Dec	1,306,795	859,155	\$ (447,640)
Jan	1,910,693	3,295,302	\$ 1,384,609
Feb	1,463,096	525,399	\$ (937,697)
Mar	119,704	149,021	\$ 29,317
Apr	26,116	59,066	\$ 32,950
May	26,116	14,870	\$ (11,246)
Jun	10,498		\$ (10,498)
Jul	10,498		\$ (10,498)
Aug	10,498		\$ (10,498)
Sept	10,498		\$ (10,498)
Total	\$ 5,274,676	\$ 5,256,321	\$ (18,355)
Cumulative Forecast	\$ 5,206,568		
Actual to Forecast	\$ 49,753	0.96%	



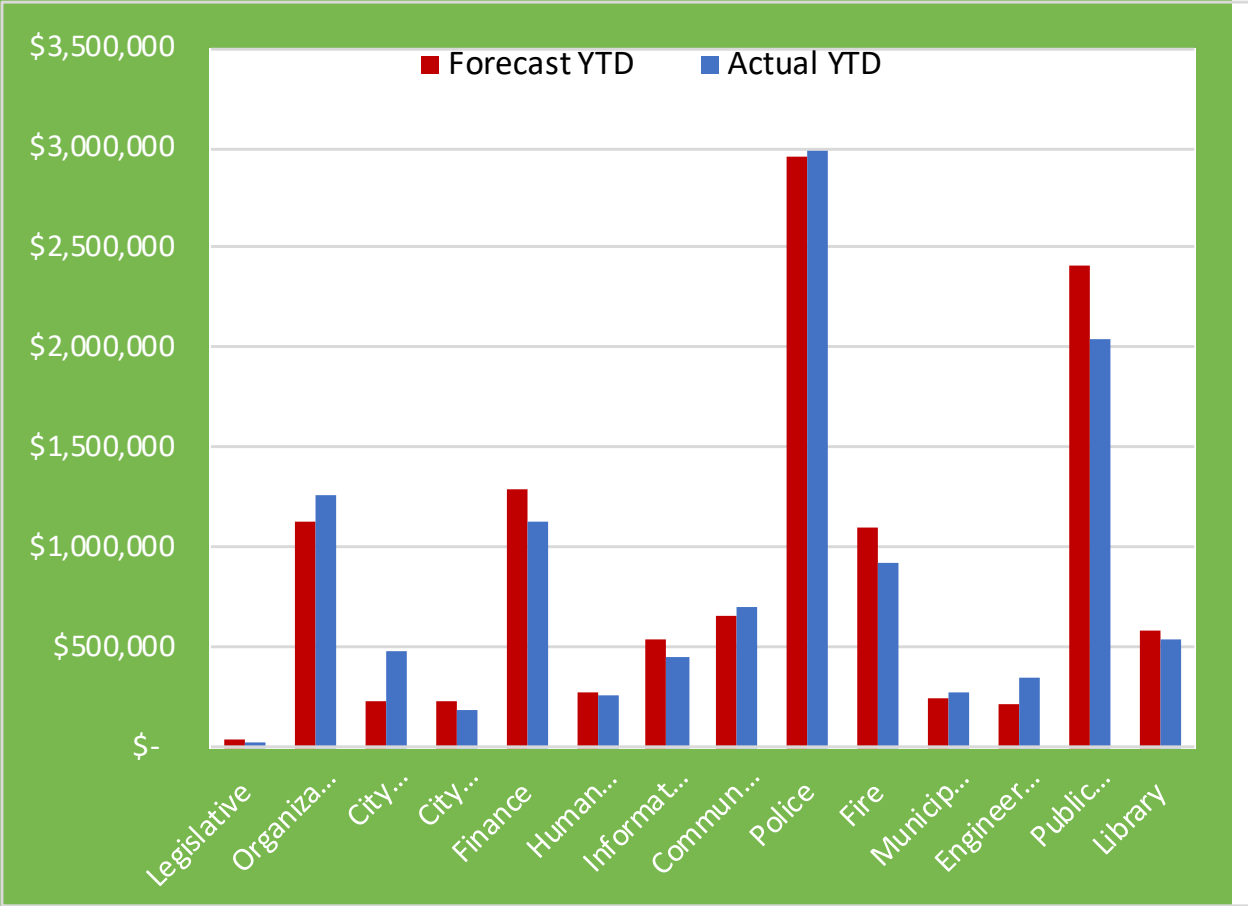
POSITIVE

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

COMPREHENSIVE MONTHLY FINANCIAL REPORT – May 2024

GENERAL FUND EXPENDITURES BY DEPT.

<u>Division</u>	<u>FY2024 Forecast YTD</u>	<u>FY2024 Actual YTD</u>	<u>Variance</u>
Legislative	\$ 36,235	\$ 28,533	\$ (7,702)
Organizational	1,128,345	1,264,554	\$ 136,209
City Manager	229,191	481,967	\$ 252,776
City Secretary	229,191	195,040	\$ (34,151)
Finance	1,297,135	1,137,853	\$ (159,282)
Human Resources	270,242	266,367	\$ (3,875)
Information Technology	543,978	459,738	\$ (84,240)
Community Engagement	665,110	709,014	\$ 43,904
Police	2,951,505	2,992,784	\$ 41,279
Fire	1,098,613	928,125	\$ (170,488)
Municipal Court	252,130	274,994	\$ 22,864
Engineering	221,208	347,024	\$ 125,816
Public Works	2,405,269	2,049,696	\$ (355,573)
Library	583,092	540,667	\$ (42,425)
Fleet & Facilities	-	548,420	\$ 548,420
Total	\$ 11,911,244	\$ 12,224,776	\$ 313,532



Actual to Forecast

102.6%

WARNING

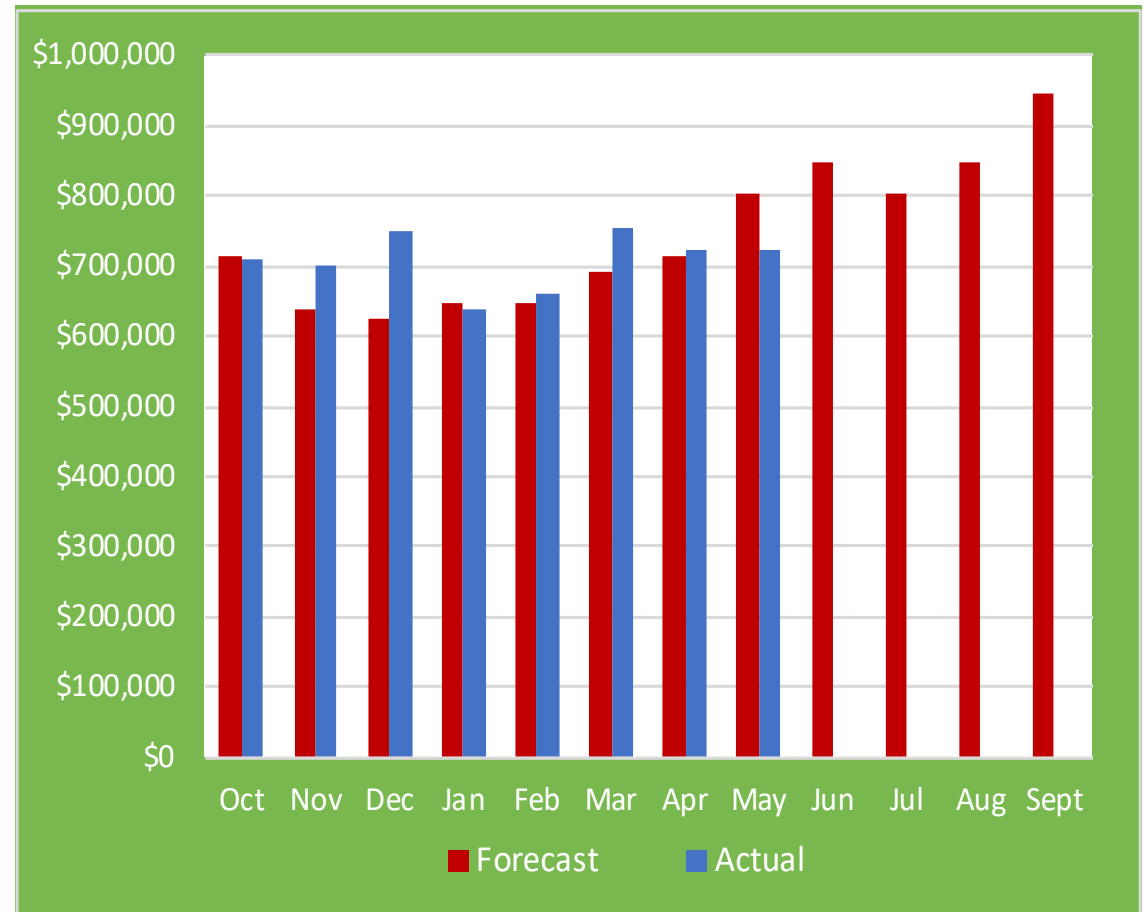
This page compares forecast to actual by department within the General Fund. YTD compared to actual is 102.6% of forecast.

REVENUE ANALYSIS

COMPREHENSIVE MONTHLY FINANCIAL REPORT – May 2024

WATER/WASTEWATER REVENUE

Month	FY2024 Forecast	FY2024 Actual	Monthly Variance
Oct	\$ 714,185	\$ 709,116	\$ (5,069)
Nov	637,698	700,275	\$ 62,577
Dec	625,252	748,149	\$ 122,897
Jan	646,845	637,282	\$ (9,563)
Feb	647,698	660,084	\$ 12,386
Mar	692,591	752,842	\$ 60,251
Apr	714,185	724,423	\$ 10,238
May	802,265	721,988	\$ (80,277)
Jun	846,305		\$ (846,305)
Jul	803,118		\$ (803,118)
Aug	847,158		\$ (847,158)
Sept	945,239		\$ (945,239)
Total	\$ 8,922,539	\$ 5,654,160	\$ (3,268,379)
Cumulative Forecast	\$ 5,480,719		
Actual to Forecast	\$ 173,441	3.16%	



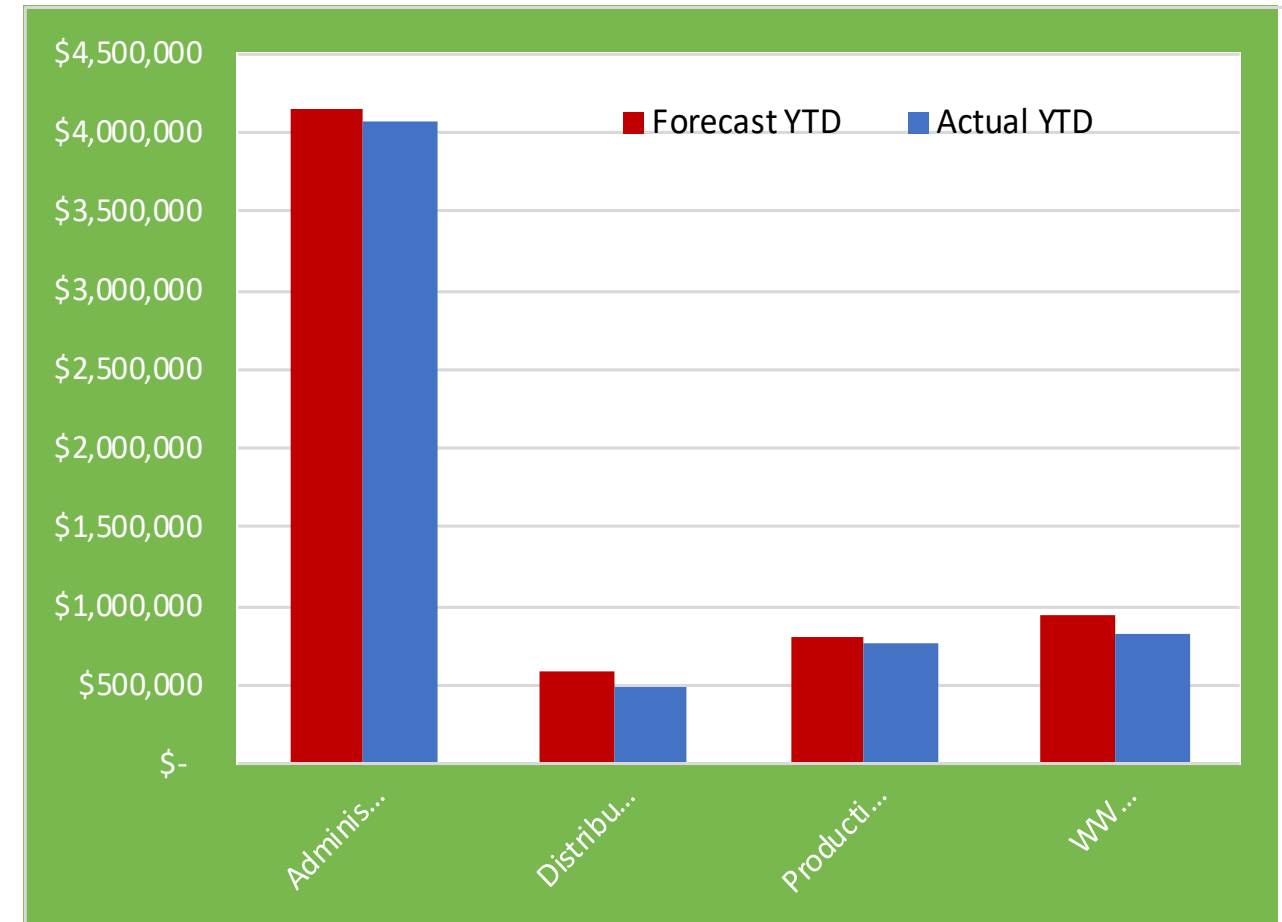
POSITIVE

The water and wastewater actual revenue is over forecast by 3.16%. There were new meters set this month, all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	FY2024 <u>Forecast YTD</u>	FY2024 <u>Actual YTD</u>	<u>Variance</u>
Administration	\$ 4,153,693	\$ 4,072,521	\$ (81,172)
Distribution/Collection	581,913	483,790	\$ (98,123)
Production/Treatment	810,483	760,458	\$ (50,025)
WW Treatment Plant	<u>954,104</u>	<u>821,962</u>	<u>\$ (132,142)</u>
Total	<u>\$ 6,500,193</u>	<u>\$ 6,138,731</u>	<u>\$ (361,462)</u>
Actual to Forecast		94.4%	



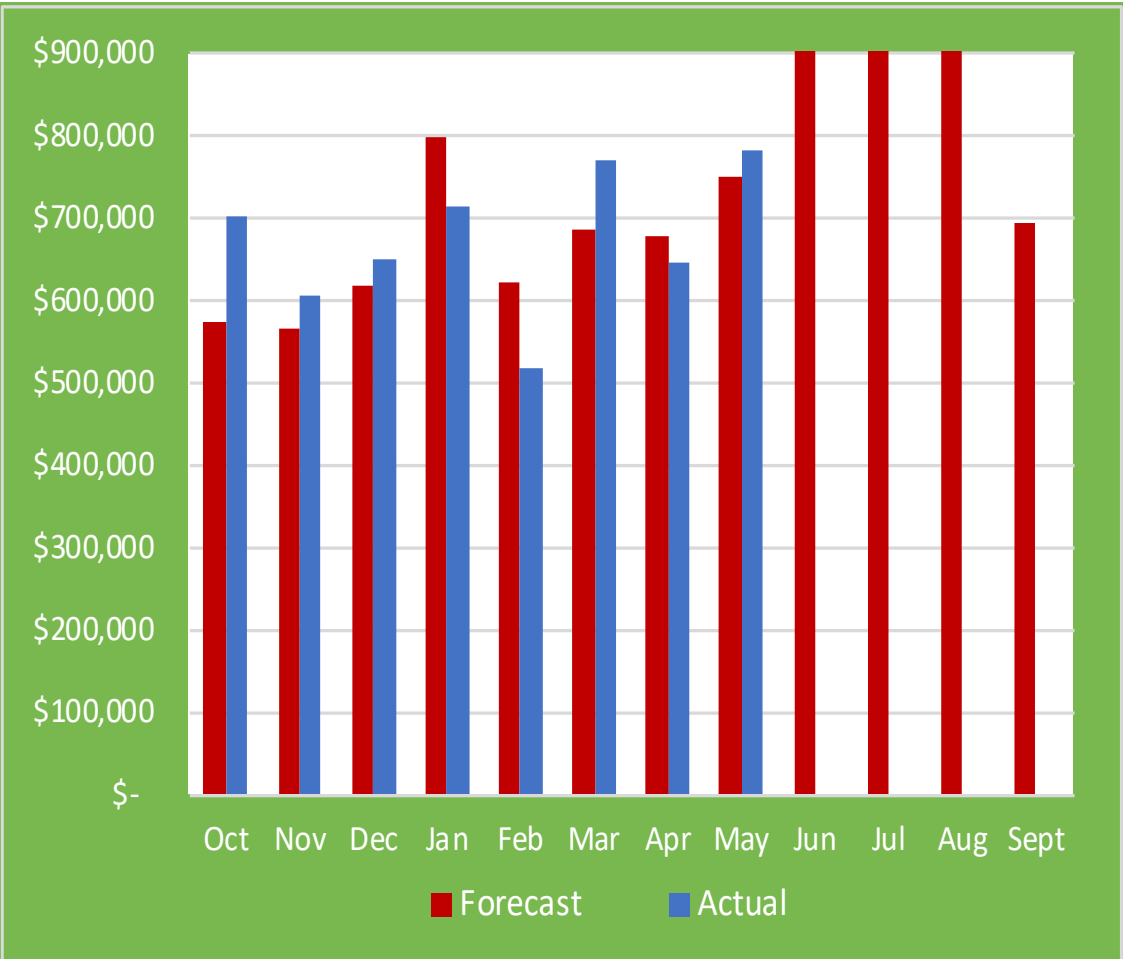
POSITIVE

This page compares actual to forecast by the divisions within the Water/Wastewater department. The actual is 94.4% compared to forecast.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2024 Forecast</u>	<u>FY2024 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 575,326	\$ 703,860	\$ 128,534
Nov	566,839	607,454	\$ 40,615
Dec	618,711	650,008	\$ 31,297
Jan	797,829	715,118	\$ (82,711)
Feb	624,315	516,667	\$ (107,648)
Mar	685,769	769,977	\$ 84,208
Apr	679,865	645,517	\$ (34,348)
May	750,730	783,257	\$ 32,527
Jun	1,015,258		\$ (1,015,258)
Jul	932,041		\$ (932,041)
Aug	931,616		\$ (931,616)
Sept	694,848		\$ (694,848)
Total	\$ 8,873,147	\$ 5,391,858	\$ (3,481,289)
Cumulative Forecast	\$ 5,299,384		
Actual to Forecast	\$ 92,474	1.74%	



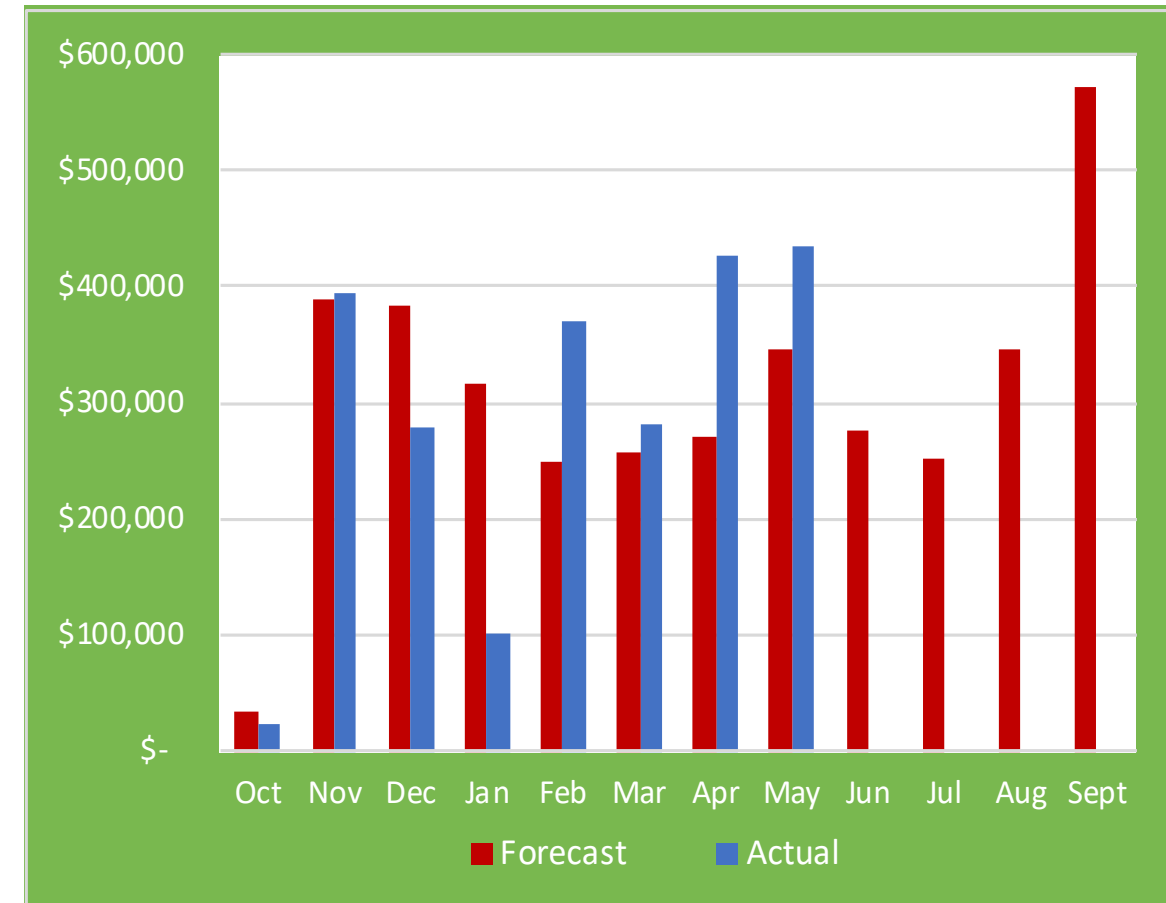
POSITIVE

The Electric utility revenue has 1.7% variance with forecasted revenue. T

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2024 Forecast	FY2024 Actual	Monthly Variance
Oct	\$ 34,920	\$ 24,179	\$ (10,741)
Nov	388,499	395,136	\$ 6,637
Dec	382,746	279,217	\$ (103,529)
Jan	315,943	100,081	\$ (215,862)
Feb	249,376	370,473	\$ 121,097
Mar	256,613	281,706	\$ 25,093
Apr	269,950	427,534	\$ 157,584
May	345,572	434,144	\$ 88,572
Jun	276,975		\$ (276,975)
Jul	252,127		\$ (252,127)
Aug	344,951		\$ (344,951)
Sept	571,000		\$ (571,000)
Total	\$ 3,688,672	\$ 2,312,470	\$ (1,376,202)
Cumulative Forecast	\$ 2,243,619		
Actual to Forecast %	\$ 68,851	3.1%	



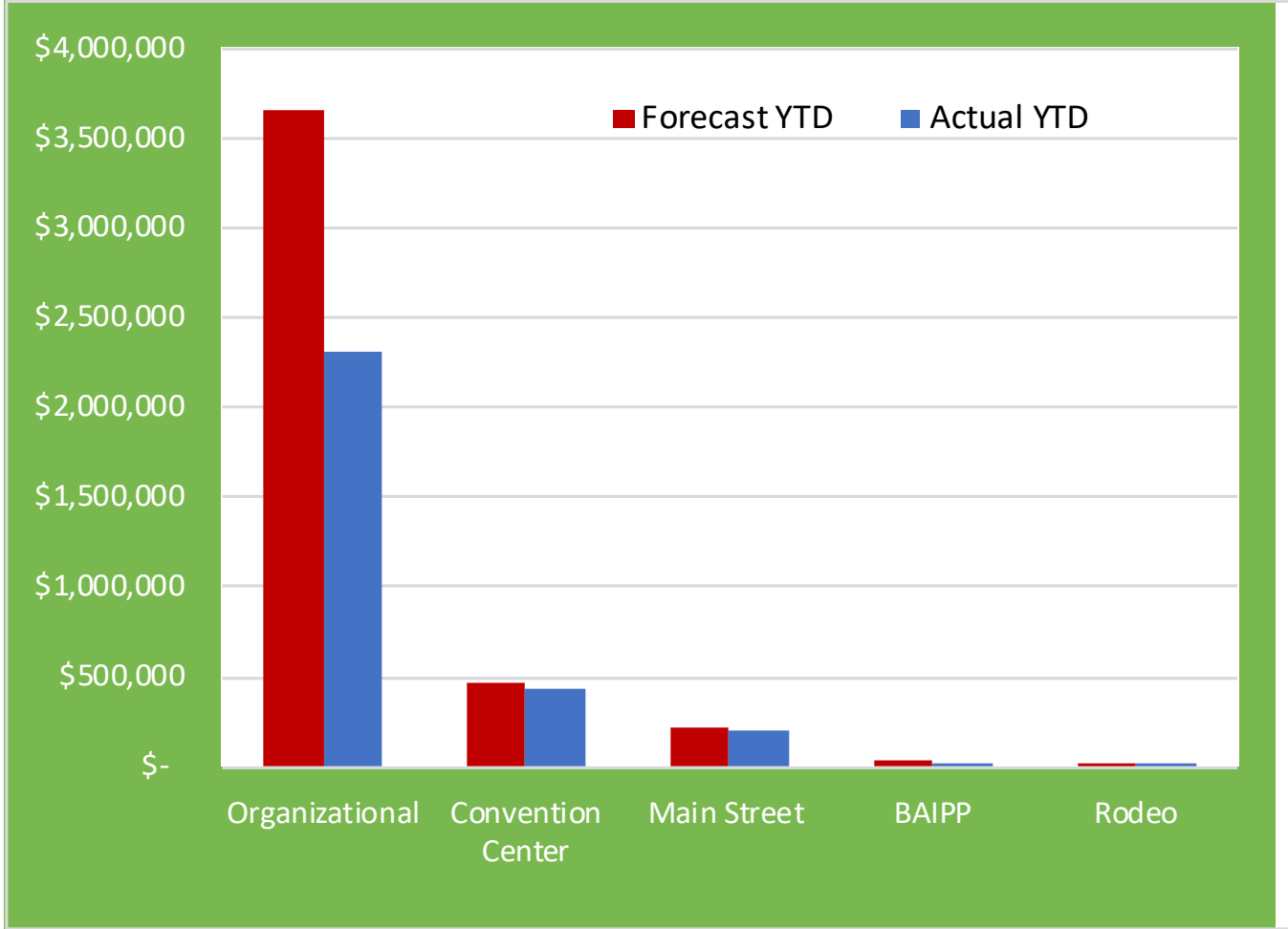
POSITIVE

This report is based on a cash method. The revenue is received by the City the month after collection. Actual is 3.1% more than forecast.

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2024 Forecast YTD</u>	<u>FY2024 Actual YTD</u>	<u>Variance</u>
Organizational	\$ 3,663,359	\$ 2,312,470	\$ (1,350,889)
Convention Center	471,703	426,998	\$ (44,705)
Main Street	214,890	196,735	\$ (18,155)
BAIPP	36,667	14,291	\$ (22,376)
Rodeo	<u>2,133</u>	<u>7,530</u>	\$ 5,397
Total	\$ 4,388,752	\$ 2,958,024	\$ (1,430,728)
Actual to Forecast		67.4%	

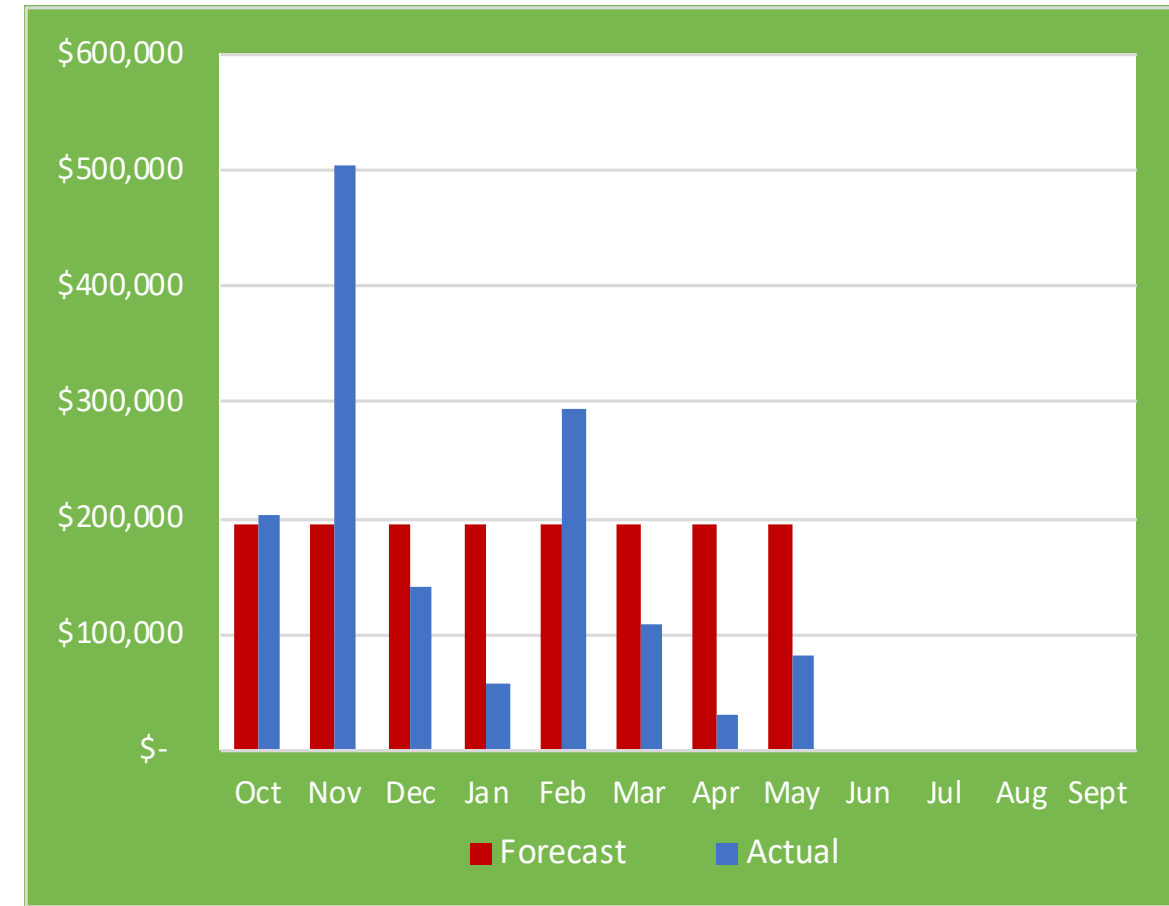


POSITIVE

This compares actual to forecast for each division located in the Hotel Occupany Tax Fund. YTD is reporting actual at 67.4% of forecast.

DEVELOPMENT SERVICES REVENUE

<u>Month</u>	<u>FY2024 Forecast</u>	<u>FY2024 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 195,667	\$ 203,573	\$ 7,906
Nov	195,667	503,765	\$ 308,098
Dec	195,667	142,026	\$ (53,641)
Jan	195,667	57,062	\$ (138,605)
Feb	195,667	294,576	\$ 98,909
Mar	195,667	109,952	\$ (85,715)
Apr	195,667	31,813	\$ (163,854)
May	195,667	82,461	\$ (113,206)
Jun			\$ -
Jul			\$ -
Aug			\$ -
Sept			\$ -
Total	\$ 1,565,336	\$ 1,425,228	\$ (140,108)
Cumulative Forecast	\$ 1,565,336		
Actual to Forecast %	\$ (140,108)	-9.0%	



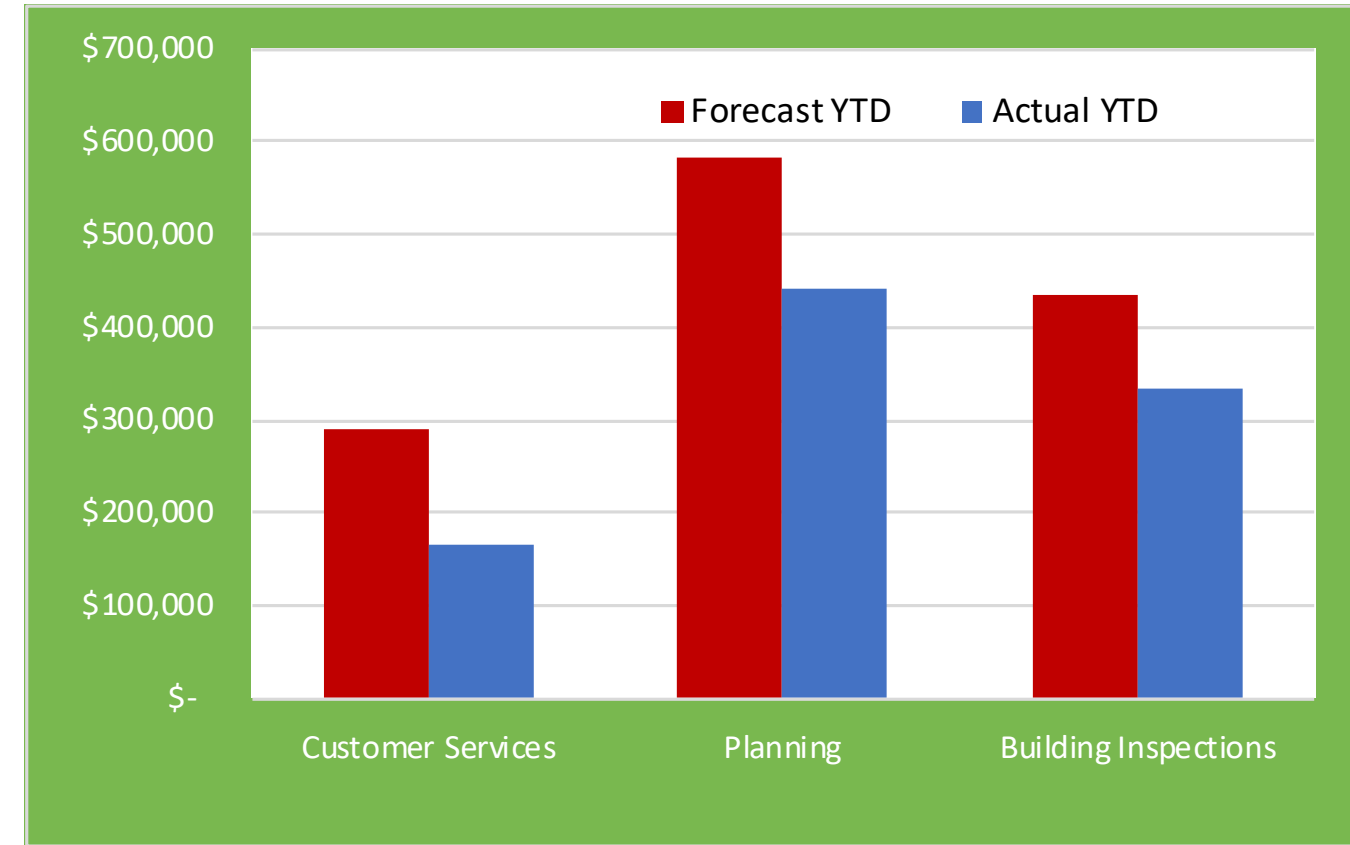
NEGATIVE

FY2024 is the first year for reporting Development Services within their own fund. The revenue of actual compared to forecast is 9% under forecast with a month of low revenues. Note that this is a first year forecast and we will better judge the revenues in FY24.

EXPENSE ANALYSIS

DEVELOPMENT SERVICES EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2024 Forecast YTD</u>	<u>FY2024 Actual YTD</u>	<u>Variance</u>
Customer Services	\$ 290,773	\$ 167,263	\$ (123,510)
Planning	584,365	440,310	\$ (144,055)
Building Inspections	435,152	332,921	\$ (102,231)
Total	\$ 1,310,290	\$ 940,494	\$ (369,796)
Actual to Forecast	71.8%		



POSITIVE

FY2024 is the first year reporting Developme Services within their own fund. The expenditures of actual compared to forecast is 71.8%.



STAFF REPORT

MEETING DATE: July 9, 2024

TITLE:

Consider action to approve City Council minutes from the June 25, 2024, Regular meeting and July 2, 2024, Pre-Budget Planning Workshop.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

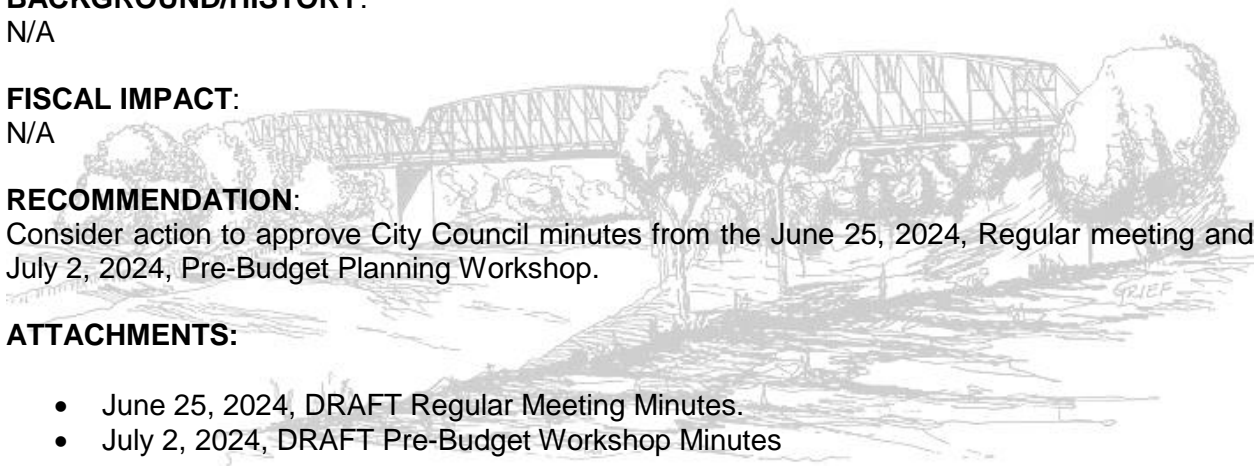
N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the June 25, 2024, Regular meeting and July 2, 2024, Pre-Budget Planning Workshop.

ATTACHMENTS:

- June 25, 2024, DRAFT Regular Meeting Minutes.
- July 2, 2024, DRAFT Pre-Budget Workshop Minutes



JUNE 25, 2024

The Bastrop City Council met in a regular meeting on Tuesday, June 25, 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

Haylee Gallegos and Jionni Moore, Parks & Recreation Discovery Days Participant led the pledges.

INVOCATION

Lauren Hansell, 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 month of July as National Parks and Recreation Month.
Submitted by: Terry Moore, Parks and Recreation Director
Proclamation was read into record by Ann Franklin, City Secretary and accepted by members of the Parks Department.

WORK SESSIONS/BRIEFINGS - NONE

- 5B. Presentation regarding a petition to create Bastrop County Emergency Services District No. 3.
Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager
Presentation was given by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager and Preston McGrew, Bastrop County First Responders.
- 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
Presentation was given by Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager.

EXECUTIVE SESSION

The City Council met at 7:26 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 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

Mayor Nelson recessed the Executive Session at 8:00 p.m.

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

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code section 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
A motion was made by Council Member Meyer to give direction to staff to negotiate and execute a letter of intent with the Bastrop County African American Cultural Center and Museum, seconded by Council Member Lee, motion was approved on a 5-0 vote.

STAFF AND BOARD REPORTS - NONE**CITIZEN COMMENTS****SPEAKERS**

Desiree Venable
120 Meadowood Drive
Bastrop, TX 78602

Stewart Bridges
12 Lost Pines Avenue
Bastrop, TX 78602

David Harwell
113 Waialeale Ct.
Bastrop, TX 78602
202-744-0790

APPROVAL OF MINUTES

- 8A. Consider action to approve City Council minutes from the June 11, 2024, Regular meeting.
Submitted by: Ann Franklin, City Secretary
A motion was made by Council Member Lee to approve City Council minutes from the June 11, 2024, regular meeting, seconded by Council Member Fossler, motion was approved on a 5-0 vote.

DISCUSSION ITEM

- 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
A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2024-18 with addition of a consensus voting model that represents 75% super majority for the body to recommend items to Council.

An amendment to the main motion was made by Council Member Meyer to include in the motion the Charter Review Commission will follow the Open Meetings Act, the amendment was accepted by the maker and second of the motion.

A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2024-18 with addition of a consensus voting model that represents 75% super majority for the body to recommend items to Council and the amendment to the motion made by Council Member Meyer, seconded by Council Member Plunkett, motion was approved on a 3-2 vote. Those voting aye were: Mayor Pro Tem Kirkland and Council Members Meyer and Plunkett. Those voting nay were: Council Members Lee and Fossler.

EXECUTIVE SESSION CONTINUED

The City Council met at 8:28 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 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.

Mayor Nelson recessed the Executive Session at 8:51 p.m.

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

- 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.
A motion was made by Mayor Pro Tem Kirkland directing the City Attorney to draft a resolution in support of creating ESD #3 and the City Manager to have a public hearing at the July 9, 2024, meeting, seconded by Council Member Lee, motion was approved on a 5-0 vote.

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

Presentation was made by Terry Moore, Parks and Recreation Director.

A motion was made by Council Member Plunkett to approve Resolution No. R-2024-72, seconded by Council Member Fossler, motion was approved on a 5-0 vote.

- 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

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

A motion was made by Council Member Meyer to approve the first reading of Ordinance No. 2024-19 and move to include on the July 9, 2024, consent agenda for second reading, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 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

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

A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2024-71, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 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

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

A motion was made by Council Member Meyer to deny the resolution regarding a petition filed by JMA Entity to remove Tract 1 and Tract 2, seconded by Council Member Plunkett, motion was approved on a 3-2 vote. Those voting aye: Mayor Pro Tem Kirkland and Council Members Meyer and Plunkett. Those voting nay: Council Members Lee and Fossler.

- 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

Presentation was made by Vicky Steffanic, Chief of Police.

A motion was made by Council Member Meyer to approve the first reading of Ordinance No. 2024-20 and move to include on July 9, 2024, consent agenda for second reading, seconded by Council Member Fossler, motion was approved on a 5-0 vote.

- 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

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

A motion was made by Council Member Plunkett to approve the second reading of Resolution No. R-2024-69, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

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

A motion was made by Council Member Meyer to approve Resolution No. R-2024-78, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

- 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
Presentation was made by Andres Rosales, Assistant City Manager.

A motion was made by Council Member Plunkett to approve Resolution No. R-2024-76, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

- 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
Presentation was made by Andres Rosales, Assistant City Manager.

A motion was made by Council Member Plunkett to approve Resolution No. R-2024-75, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

- 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
A motion was made by Council Member Plunkett to approve Resolution No. R-2024-77 appointing Council Member Kerry Fossler as a member of the Bastrop County Public Health Department Task Force, seconded by Council Member Meyer, motion was approved on a 5-0 vote.

EXECUTIVE SESSION CONTINUED

The City Council met at 10:26 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 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.

Mayor Nelson recessed the Executive Session at 11:07 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 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.
A motion was made by Council Member Plunkett to direct staff and City Attorney to negotiate an agreement to consider contribution of Hotel Occupancy Tax Funds to fund historical restoration and renovations to the Bastrop Opera House mutually agreeable to all parties, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.
- 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.
A motion was made by Council Member Lee to direct staff to come back to Council with an outline of an economic development incentive for the Bastrop Food Pantry, seconded by Council Member Fossler, motion was approved on a 5-0 vote.
- 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.
A motion was made by Council Member Fossler to approve a letter of intent with CC Carlton Construction of offsite wastewater line for the Val Verde development, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

Adjourned at 11:10 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on July 9, 2024, by Council Member **Name**'s motion, Council Member **Name**'s second. The motion was approved on a **5-0** vote.

MINUTES OF BASTROP CITY COUNCIL BUDGET WORKSHOP

JULY 2, 2024

The Bastrop City Council met in a budget workshop on Tuesday, July 2, 2024, at 5:00 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 Plunkett, Meyer, Lee, and Fossler. Officers present were City Manager, Sylvia Carrillo and City Secretary, Ann Franklin.

CALL TO ORDER

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

CITIZEN COMMENTS - NONE

PRE-BUDGET PLANNING WORKSHOP

3A. Discuss Draft FY 2025 budget.

Presentation was given by Sylvia Carrillo, City Manager Sylvia Carrillo, City Manager, ICMA-CM, CPM.

ADJOURNMENT

Mayor Nelson adjourned the Bastrop City Council workshop meeting at 6:18 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

The Minutes were approved on July 9, 2024, by Council Member **XX motion, Council Member **XX** second. The motion was approved on a **5-0** vote.**



STAFF REPORT

MEETING DATE: July 9, 2024

TITLE:

Consider Action to approve the second 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.

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.

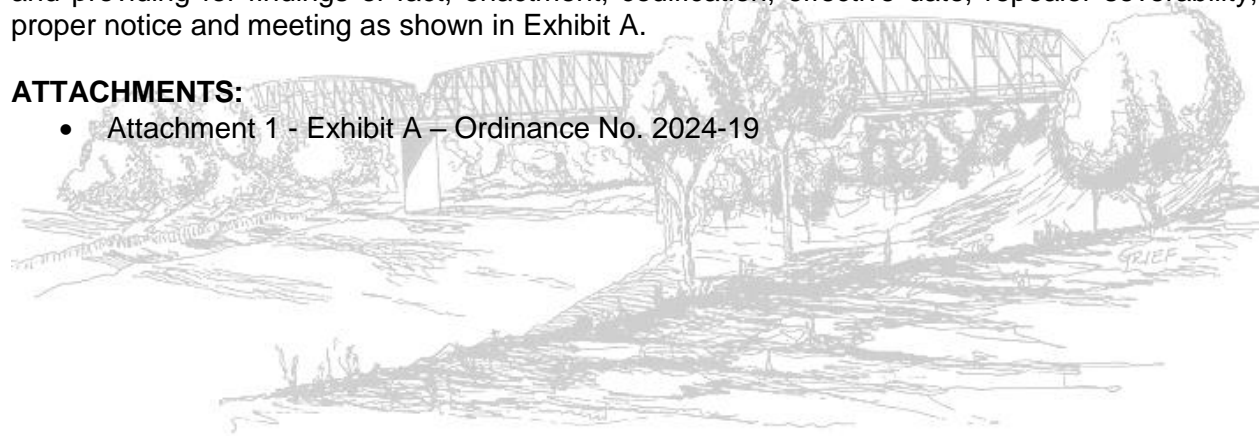
When signs are erected giving notice thereof, no person shall operate a vehicle on any road or highway within the city at a speed greater than that indicated in the schedule as maintained on file in the office of the City Secretary.

RECOMMENDATION:

Consider Action to approve the second 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.

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.

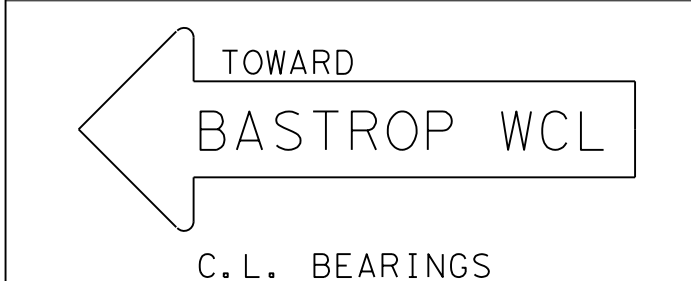
(C) On SH 21 from mile point 20.393 (Chestnut St.) to mile point 20.000 (at SH 71), a distance of 0.393 miles, a prima facie maximum speed limit of forty-five (45) miles per hour.

(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 8B.

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 ST.

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: July 9, 2024

TITLE:

Consider action to approve the second 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.

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 second 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 9th day of July 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.



Governing Laws

Chapter 62 of the Texas Code of Criminal Procedures establishes the Texas Registered Sex Offender Program.

Texas Local Government Code to provide for Public Safety authorizes cities to adopt ordinances with residency restrictions for Sex Offenders.

HB 1111 enables general-law municipalities to prohibit sex offenders from going near "Child Safety Zones" defined as "premises where children commonly gather"



Ordinance

1. Programs Involving Minors

- restricts a Registered Sex Offender from being a participant in a program or event (athletic, civic, or cultural).
- requires that a Registered Sex Offender shall not leave a residential light on or otherwise invite trick or treaters who are minors to their premises on October 31st.



Ordinance

1. SORRO - Sex Offender Residency Restriction

- Reporting requirements and stipulations are already outlined by State Law
- Restrict Registered Sex Offenders from establishing permanent / temporary residence within 1,000 ft of 'where children commonly gather'
- Prohibit property owners, with knowledge, from renting any place or structure within 1,000ft of 'where children commonly gather'



Ordinances

1. Definition of '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 (defined in the local government code, Texas Health and safety code, Texas Human Resources Code).

This term DOES NOT include a church

EXEMPTIONS



- Shall not be contrary to State Law
- May be granted on a case by case basis



EXEMPTIONS

1. RSO is in full compliance with requirements and established a residence previous to the adoption date of this ordinance
2. RSO was a minor when the offense was committed and not convicted as an adult
3. RSO is currently a minor
4. The premises 'where children commonly gather' opened or was created after the RSO established residence
5. RSO's information in the State database is not accurate
6. A court dictates stipulations to be less than 1,000 ft.
7. In reference to Halloween, the RSO posted a sign in compliance with the ordinance
8. The RSO applied for and was approved for an exemption for this ordinance

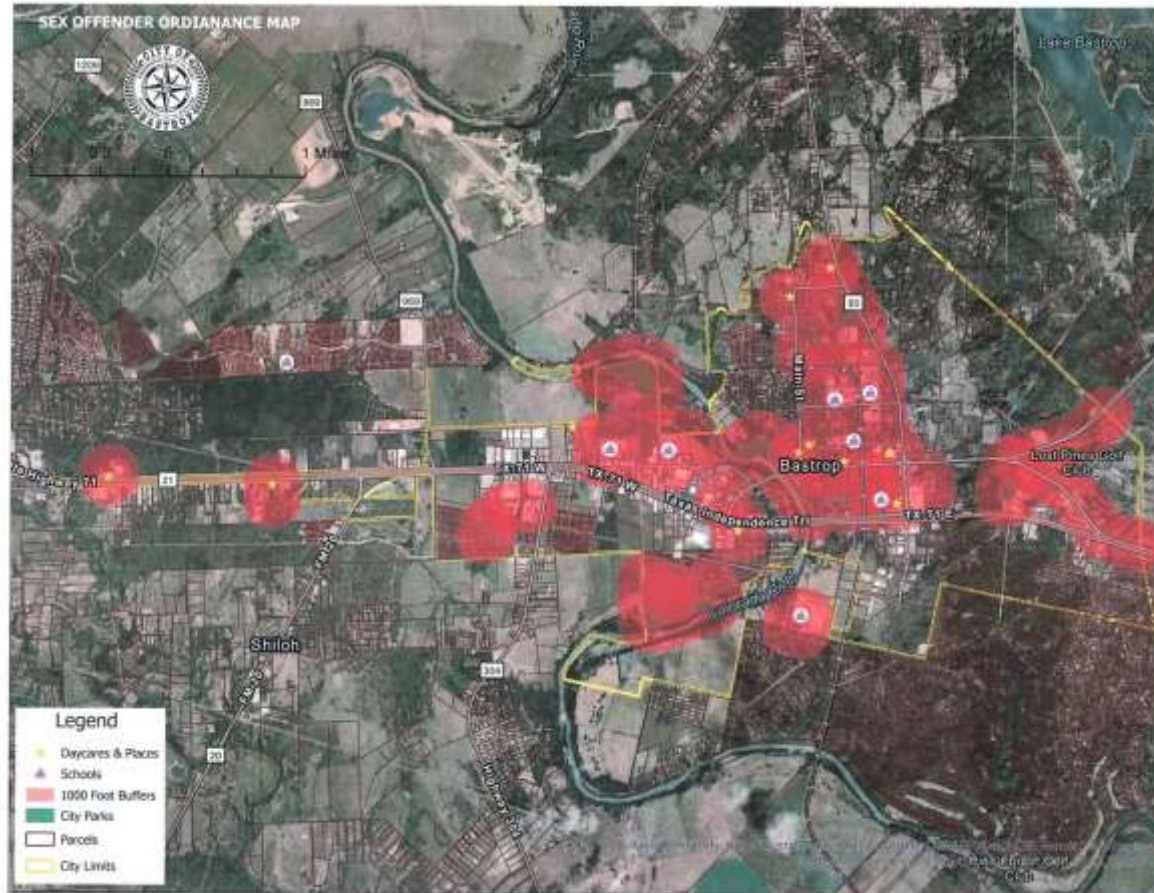
APPEAL



Request in writing to the Chief of Police

- unnecessary hardship
- nature and circumstance of event
- If RSO is subject to a period of community supervision
- Conditions of parole
- seeking an exemption in order to reunite with family

ANY QUESTIONS ???



"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

Statistical data



ALWAYS FLUCTUATING

1. Currently at 18, we have been as high as 40.
2. Bastrop County reports have around 3**
3. Of the 18 RSO, 16 are child sex offenders, most of ours are lifetime registrations.
4. Fall into 4 categories: low, moderate, high, civil



STAFF REPORT

MEETING DATE: July 9, 2024

TITLE:

Consider action to approve Resolution R-2024-79 of the City of Bastrop, Texas amending the City Council Rules of Procedure; establishing a repealing clause; and establishing an effective date.

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:

Approve any agreed upon edits after Council discussion.

ATTACHMENTS:

- 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: July 9, 2024

TITLE:

Consider action to approve Resolution No. R-2024-86 of the City Council of the City Bastrop, Texas accepting a donation from the Lost Pines Art League in the amount of \$7,600.00 (Seven Thousand Six Hundred Dollars) for the creation of a sculpture within the boundaries of the Cultural Arts Commission District Project approved area; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Edi McIlwain, Chief Financial Officer

BACKGROUND/HISTORY:

The Bastrop Cultural Arts Commission has been charged with funding diversification for their Cultural Arts District Project Sculptures. Additional funding was raised through the Lost Pines Art League to support the installation of public pieces to celebrate Bastrop's Bird City designation.

Funds from this effort will be used to purchase a piece to celebrate Bastrop as a Bird City. Pieces will be installed along Chestnut Street beginning at the Cultural District's gateway located at the intersection of Chestnut Street and State Highway 95, with the goal of drawing visitors to the cultural district and bringing awareness of art in Bastrop.

POLICY EXPLANATION:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Edi McIlwain, Chief Financial Officer, recommends approving Resolution No. R-2024-86 of the City Council of the City Bastrop, Texas accepting a donation from the Lost Pines Art League in the amount of \$7,600.00 (Seven Thousand Six Hundred Dollars) for the creation of a sculpture within the boundaries of the Cultural Arts Commission District Project approved area; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2024-86
- Donation Receipt

RESOLUTION NO. R-2024-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS ACCEPTING A DONATION FROM THE LOST PINES ART LEAGUE IN THE AMOUNT OF \$7,600.00 (SEVEN THOUSAND SIX HUNDRED DOLLARS) FOR THE CREATION OF A SCULPTURE WITHIN THE BOUNDARIES OF THE CULTURAL ARTS COMMISSION DISTRICT PROJECT APPROVED AREA; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

WHEREAS, accepting a donation from The Lost Pines Art League, in the amount of \$7,600, for the creation of a sculpture within the Cultural Arts Commission approved area honoring Bastrop's Bird City Designation.

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 the Lost Pines Art League for a sculpture within the Cultural Arts Commission approved area honoring the City of Bastrop's City Designation.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 9th day of July 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP DONATION RECEIPT

Date: **July 9, 2024**

Donor Information

Donor's Name: **Lost Pines Art League**

Donor's Address: **1204 Chestnut Street, Bastrop, TX 78602**

Donation Information

Thank you for your donation with a value of **SEVEN THOUSAND SIX HUNDRED** Dollars (**\$7,600.00**), made to the City of Bastrop.

Donation Description: **DONATION FOR BASTROP BIRD JUNCTION SCULPTURE**

Representative's Signature _____

Representative's Name _____

Title: _____ Date: _____



STAFF REPORT

MEETING DATE: July 9, 2024

TITLE:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2024-22 of the City Council of the City of Bastrop, Texas, annexing FM 969 Retail Center (R30094), for 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, as shown in Exhibit A, providing for findings of fact, adoption, establishing zoning and character district, repealer, severability, filing and enforcement; establishing an effective date; and proper notice and meeting.

STAFF REPRESENTATIVE:

Andres Rosales, Assistant City Manager

BACKGROUND:

The applicant has submitted a petition for annexation of 10.559 acres in accordance with Chapter 43 of the Texas Local Government Code. Additionally, a Municipal Service Plan has been prepared based on the direction given to Staff by Council at the June 25, 2024 City Council Meeting in accordance with Section 43.052 of the Texas Local Government Code.

Notice of the public hearing was posted in the Bastrop Advertiser in accordance with the Texas Local Government Code, Chapter 43, Subchapter C-3 "Annexation of Area on Request of Owners". Per Section 2.3.003 of the Bastrop Building Block (B³) Code, the default zoning upon annexation is Place Type 2 – Rural. Staff is recommending extending The Vista District Character District (Chapter 4: Character Districts). The 1-mile Extraterritorial Jurisdiction will not be extended with the annexation. House Bill 2038 of the 88th Session of the Texas Legislature prohibits the automatic extension of the 1-mile ETJ unless the property owners who would be included in the city's ETJ request their area to be included in the ETJ when an area is annexed.

RECOMMENDATION:

Consider action to approve the first reading of Ordinance 2024-22 as presented.

ATTACHMENTS:

- Ordinance 2024-22
- Exhibit A: Property Sketch and Metes & Bounds Description
- Exhibit B: Municipal Service Agreement
- Attachment 1: Location Map
- Attachment 2: Applicant's Petition for Annexation

ORDINANCE 2024-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ANNEXING FM 969 RETAIL CENTER (R30094), FOR 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, AS SHOWN IN EXHIBIT A, PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY, FILING AND ENFORCEMENT; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

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, on or about March 15, 2024, SIS Bastrop LLC submitted a petition for voluntary annexation of the property in the area described in Exhibit “A” (the “Property”), which is attached hereto and incorporated herein for all purposes; and

WHEREAS, City Council has entered into a written agreement with the owners of land in the area for the provision of services in the area; and

WHEREAS, in accordance with Texas Local Government Code Chapter 43 Subchapter C-3, public notice was given, and a public hearing was held before the City Council regarding the requested annexation; and

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

WHEREAS, after consideration of public input received at the hearing, the information provided by the petitioners, and all other information presented, City Council finds it necessary and proper to enact this Ordinance.

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

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

Section 2: The property in the area described in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, is hereby annexed and brought into the municipal boundaries (i.e., corporate limits) of the City of Bastrop, Texas, and is made an integral part,

hereof. The official map and boundaries of the City are hereby amended and revised so as to include the area annexed.

A service plan prepared in accordance with applicable provisions of state law pertaining to annexation is attached hereto as Exhibit “B” and incorporated herein for all intents and purposes. The owners and inhabitants of the area herein annexed are entitled to all of the rights and privileges of other citizens of the City and are hereby bound by all acts, ordinances and other legal actions now in full force and effect and those that may be hereafter adopted or enacted.

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

Section 4: If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

Section 5: The City Secretary is hereby instructed to include this Ordinance in the records of the City and to have maps prepared depicting the new municipal boundaries and extraterritorial jurisdiction. The City Secretary is hereby instructed to file a certified copy of this Ordinance and the updated maps with the Bastrop County Clerk.

Section 6: This Ordinance shall be effective immediately upon passage and publication.

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

READ & APPROVED on First Reading on this the 9th day of July, 2024.

READ & ADOPTED on the Second Reading on this the 23rd day of July, 2024.

[Signatures on following page]

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"
DESCRIPTION OF AREA TO BE ANNEXED

Exhibit “B”
ANNEXATION SERVICE PLAN

CURVE TABLE				
CURVE	RADIUS	ARC	BEARING	CHORD
C1	271.69'	109.73'	N 79°50'37" W	108.99'
(C1)	(271.69')	(109.81')	(N 79°50'37" W)	(109.07')

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 01°41'01" E	30.19'
(L1)	(S 01°19'49" E)	(30.02')
L2	S 25°07'44" W	22.61'
(L2)	(S 25°51'52" W)	(22.65')

LEGEND

- 1/2" ROD FOUND
- 1/2" ROD W/CAP SET "ALLSTAR 5729"
- ⊙ MAG NAIL SET
- X - WIRE FENCE
- () RECORD INFORMATION
- ⚡ UTILITY POLE
- ⊙ DOWN GUY
- OH OVERHEAD UTILITY LINE(S)
- ⊙ GAS WARNING SIGN
- ON INSIDE OF SUBJECT BOUNDARY
- OFF OUTSIDE OF SUBJECT BOUNDARY
- P.O.B. POINT OF BEGINNING
- ⊙ TREE
- (M) MULTI-STEMMED TREE

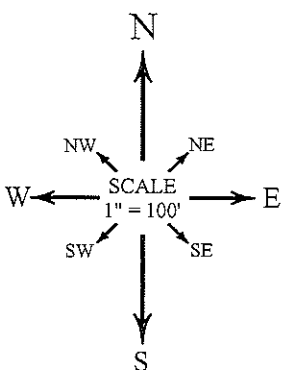
TREE LIST	
⊙600	8" HACKBERRY
⊙601	10" HACKBERRY (M)
⊙602	8" HACKBERRY
⊙603	11" HACKBERRY (M)
⊙604	8" HACKBERRY
⊙605	18" HACKBERRY

NOTICE
BEFORE DESIGN BEGINS ON THE SUBJECT PROPERTY THE OWNER SHOULD CHECK THE LOCAL GOVERNING AUTHORITIES ABOUT BUILDING SETBACKS AND OTHER BUILDING REQUIREMENTS.

BEARING BASIS:
BEARINGS ARE GRID NORTH BASED ON THE TEXAS COORDINATE SYSTEM CENTRAL TEXAS ZONE (4203) NAD83 HARN HORIZONTAL CONTROL.



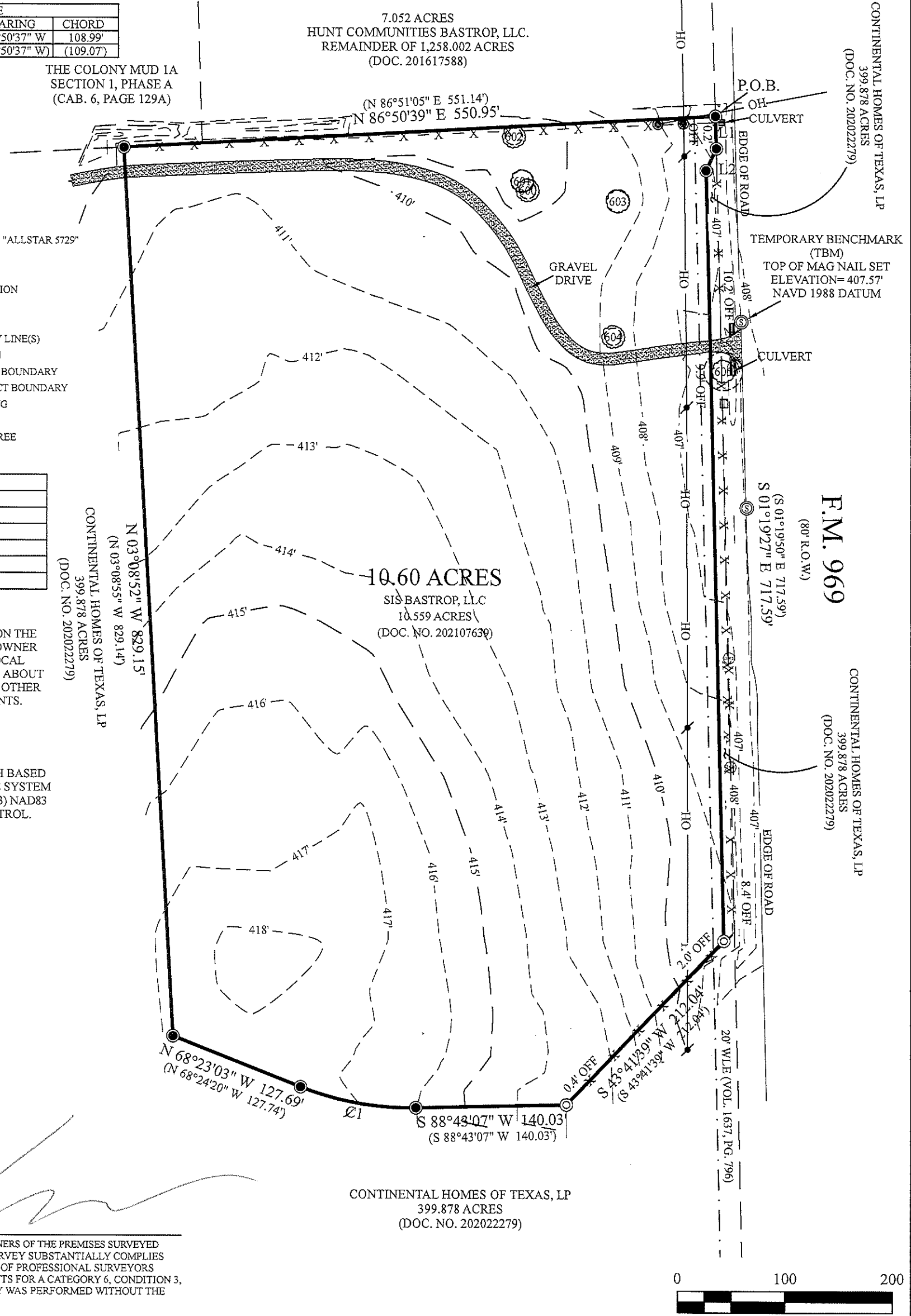
TO THE LIEN HOLDER AND / OR OWNERS OF THE PREMISES SURVEYED I DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 6, CONDITION 3, TOPOGRAPHIC SURVEY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.



ALLSTAR Land surveying
9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
TBPELS FIRM NO. 10135000

F.I.R.M. MAP INFORMATION
THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD-PLAIN, AND HAS A ZONE "X" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS F.I.R.M. MAP NO. 48021C0355E PANEL: 0355E DATED: 01/19/2006
THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD. CONTACT YOUR LOCAL FLOOD PLAIN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT.

ADDRESS			
SIS BASTROP, LLC 0 F.M. 969 BASTROP, BASTROP COUNTY, TEXAS			
SURVEY DATE:	JUNE 9, 2022	FIELD BY:	DUSTIN CARTER 06/07/2022
TITLE CO.:	-	CALC. BY:	CHRIS ZOTTER 06/09/2022
G.F. NO.:	-	DRAWN BY:	SEAN SUTTON 06/09/2022
JOB NO.:	A0601122	UPDATE BY:	-
		RPLS CHECK:	EDWARD RUMSEY 06/09/2022



7.052 ACRES
HUNT COMMUNITIES BASTROP, LLC.
REMAINDER OF 1,258.002 ACRES
(DOC. 201617588)

THE COLONY MUD 1A
SECTION 1, PHASE A
(CAB. 6, PAGE 129A)

CONTINENTAL HOMES OF TEXAS, LP
399.878 ACRES
(DOC. NO. 202022279)

TEMPORARY BENCHMARK (TBM)
TOP OF MAG NAIL SET
ELEVATION= 407.57
NAVD 1988 DATUM

F.M. 969
(80' R.O.W.)

CONTINENTAL HOMES OF TEXAS, LP
399.878 ACRES
(DOC. NO. 202022279)

10.60 ACRES
SIS BASTROP, LLC
10.559 ACRES
(DOC. NO. 202107639)

CONTINENTAL HOMES OF TEXAS, LP
399.878 ACRES
(DOC. NO. 202022279)

CONTINENTAL HOMES OF TEXAS, LP
399.878 ACRES
(DOC. NO. 202022279)

RESTRICTIONS

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE, EASEMENTS AND/OR BOUNDARY LINE AGREEMENTS, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON. ONLY THOSE SETBACK LINES, EASEMENTS, BOUNDARY LINES AND INTERESTS WHICH ARE REPRESENTED ON THE PARENT SUBDIVISION PLAT, WHICH IS REFERENCED HEREON, ARE PLOTTED ON THIS SURVEY, NO DOCUMENTS OTHER THAN THOSE CITED ON THIS SURVEY HAVE BEEN EXAMINED.

LEGAL DESCRIPTION

BEING 10.60 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NUMBER 98, BASTROP COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN SIS BASTROP, LLC 10.559 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 202107639, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS, SAID 10.60 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT "A"

Item 9C.

BEING 10.60 ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT NUMBER 98, BASTROP COUNTY, TEXAS, SAME BEING ALL OF THAT CERTAIN SIS BASTROP, LLC 10.559 ACRE TRACT, RECORDED IN DOCUMENT NUMBER 202107639, OFFICIAL PUBLIC RECORDS, BASTROP COUNTY, TEXAS, SAID 10.60 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod found, in the westerly right-of-way line of Farm to Market 969, at the southeast corner of that certain Hunt Communities Bastrop, LLC 7.052 Acre Tract, being the remainder of a 1258.002 Acre Tract, recorded in document Number 201617588, Official Public Records, Bastrop County, Texas, same being the northeast corner of said 10.559 Acre Tract, for the northeast corner hereof;

THENCE South 01 degrees 41 minutes 01 seconds East, along the westerly right-of-way line of said Farm to Market 969, along the easterly line of said 10.559 Acre Tract, 30.19 feet to an iron rod found, in said line, at the northeast corner of that certain Continental Homes of Texas, LP 399.878 Acre Tract, same being an angle point in the easterly line of said 10.559 Acre Tract, for an angle point in the easterly line hereof;

THENCE departing said right-of-way, along the northerly line of said 399.878 Acre Tract, along the easterly line of said 10.559 Acre Tract, the following 7 calls:

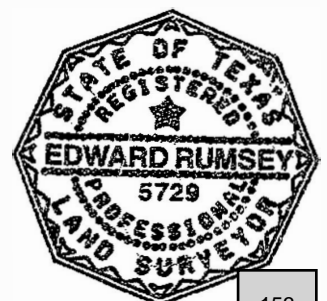
- 1: South 25 degrees 07 minutes 44 seconds West, 22.61 feet to an iron rod found;
- 2: South 01 degrees 19 minutes 27 seconds East, 717.59 feet to an iron rod set, for the southeast corner hereof;
- 3: South 43 degrees 41 minutes 39 seconds West, 212.04 feet to an iron rod set;
- 4: South 88 degrees 43 minutes 07 seconds West, 140.03 feet to an iron rod found, beginning a curve to the right having a Radius of 271.69 feet;
- 5: Along said curve to the right whose chord bears, North 79 degrees 50 minutes 37 seconds West, 108.99 feet to an iron rod found, at the end of said curve;
- 6: North 68 degrees 23 minutes 03 seconds West, 127.69 feet to an iron rod found, for the southwest corner hereof;
- 7: North 03 degrees 08 minutes 52 seconds West, 829.15 feet to an iron rod found, in said line, in the southerly line of The Colony MUD 1A, Section 1, Phase A, a subdivision in Bastrop County, Texas, recorded in Cabinet 6, Page 129A, Plat records, Bastrop County, Texas, same being the northwest corner of said 10.559 Acre Tract, for the northwest corner hereof;

THENCE North 86 degrees 50 minutes 39 seconds East, along the southerly line of said The Colony Mud 1A, Section 1, Phase A, along the southerly line of said 7.052 Acre Tract, along the northerly line of said 10.559 Acre Tract, 550.95 feet to the POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.

Edward Rumsey
TX R.P.L.S #5729
Job # A0601122

06/29/2022
Date



**CITY OF BASTROP
MUNICIPAL SERVICES PLAN
FOR ANNEXATION OF +/- 10.60 ACRES OUT THE A98 NANCY
BLAKEY SURVEY ADJACENT TO THE CITY OF BASTROP
MUNICIPAL LIMITS**

Owner: SIS Bastrop LLC
Acreage +/-10.60 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 SIS Bastrop LLC, a Limited Liability Company (“**Owner**”).

RECITALS

WHEREAS, the described tract is situated in Bastrop County, Texas, and consists of approximately 10.60+/- 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**”); and

WHEREAS, SIS Bastrop LLC (the “**Owner**”) has voluntarily requested full-purpose annexation of the Property; and

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 are 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 City of Bastrop intends to submit a petition to remove the area from ESD #1 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 ESD #1, as provided by such service provider's authorized service plans and approved areas, and as approved by the citizens in the election for ESD services for this tract.

ESD #1 fire suppression services may, however, be supplemented by services provided by the Bastrop Fire Department and ESD #2 pursuant to mutual aid and/or interlocal policies, and agreements. If so, such fire response services will be provided from the Bastrop Fire Department (Bastrop Station No. 1) located at 802 Chestnut Street in Bastrop, Texas, or ESD #2, Still Forest Station (Bluebonnet No. 1) located on 213 Still Forest Drive in Cedar Creek, Texas, or future stations located in proximity to the Property. In addition, fire prevention activities will be provided by the City of Bastrop's Fire Marshall's office, as needed.

- 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. 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 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.
- 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.

4. **AUTHORITY.** City represents that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Plan.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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:

SIS Bastrop, LLC

(a Texas limited Liability Company)

By: SIS Bastrop, LLC
(a Texas limited liability company)

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

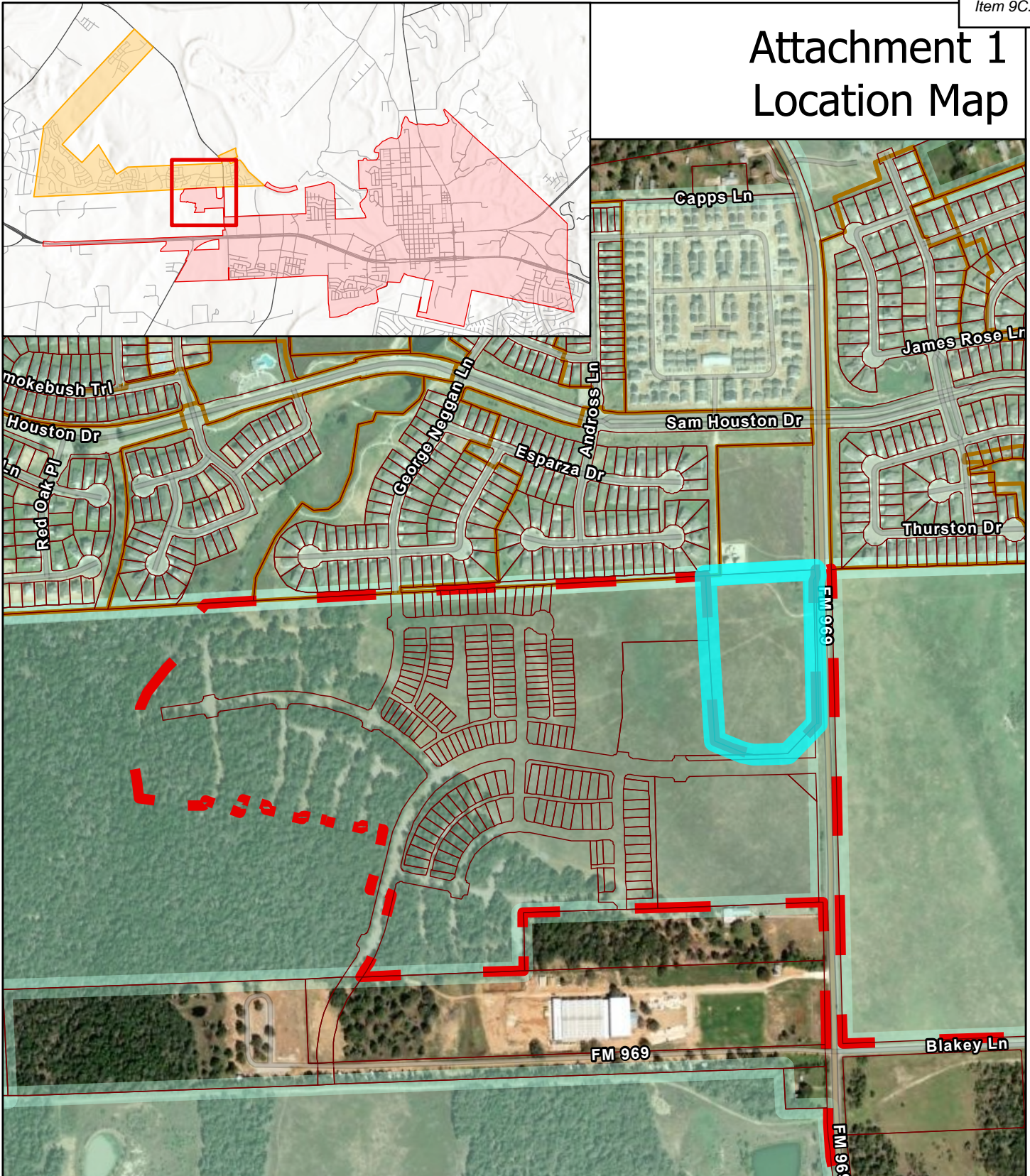
This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, _____ of SIS Bastrop, LLC, a ., a Texas limited liability company, on behalf of said entities.

(SEAL)

Notary Public, State of Texas

EXHIBIT A
Property Description

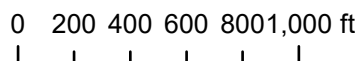
Attachment 1 Location Map



Scale 1:8,200



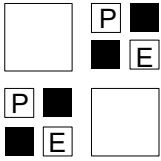
Voluntary Annexation FM 969 Retail Center Project



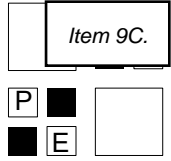
Current Time: 6/28/2024 11:43 AM

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.



PROFESSIONAL STRUCIVIL ENGINEERS, INC.



STRUCTURAL CIVIL TRANSPORTATION

2205 W PARMER LN., SUITE #201, AUSTIN, TEXAS 78727
512.238.6422 PSCE@PSCEINC.COM REGISTERED FIRM F-4951

ENGINEER'S SUMMARY LETTER

July 1, 2024

City of Bastrop
Planning Department
1311 Chestnut Street,
Bastrop, TX 78602

Reference: FM 969 Retail Center
FM969 & US 21
City of Bastrop, Texas

The proposed project, known as FM 969 Retail Center, located at the intersection of FM969 and US 21 in the City of Bastrop, will occur on 10.60 acres. The area included within the limits of construction for this project will be 10.60 acres. The site is located in the Piney Creek-Colorado River Watershed. The property is in the City of Bastrop ETJ. The legal description associated with the site is ABS A98 Blakey, Nancy, Tract 1 FR, 10.559 recorded in document number 202107639, Official Public Records, Bastrop County, Texas.

The proposed development consists of a 9,000sf gas station with 12 fueling positions and a convenience store along with the associated parking and drive aisles. We volunteer to annex the property into the City of Bastrop. Upon annexation, the site would be zoned P-2 to then be appropriately rezoned to P-5 Core to support the development. **The developer is requesting to be voluntarily annexed.**

Access to the property would be provided from FM 969. The project lies outside of the Edwards Aquifer Recharge Zone. The water will be provided by Aqua Water. The wastewater will be provided by City of Bastrop. The electric provider will be Bluebonnet Electric Cooperative.

Please reach out if there are any questions concerning this submittal.

Sincerely,

PROFESSIONAL StruCIVIL ENGINEERS, INC.



Mirza Tahir Baig, P.E.
Principal



STAFF REPORT

MEETING DATE: July 9, 2024

TITLE:

Hold a public hearing and consider action to approve Resolution No. R-2024-82 of the City Council of the City of Bastrop consenting to the inclusion of the City of Bastrop city limits or extraterritorial jurisdiction inside the boundaries of the proposed Bastrop County Emergency Services District Number 3.

AGENDA ITEM SUBMITTED BY:

Andres Rosales, Assistant 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 have 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.

On June 25, 2024, a presentation was made to City Council by supporters of ESD #3. The City Council directed staff to prepare a resolution for next meeting.

FISCAL IMPACT:

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

RECOMMENDATION:

Review Resolution No. R-2024-82 and approve consenting to the inclusion of the City of Bastrop city limits or extraterritorial jurisdiction inside the boundaries of the proposed Bastrop County Emergency Services District Number 3.

ATTACHMENTS:

1. Resolution No. R-2024-82

CITY OF BASTROP

RESOLUTION NO. R-2024-82

EMERGENCY SERVICES DISTRICT #3

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS,
CONSENTING TO THE INCLUSION OF CITY OF BASTROP
CITY LIMITS OR EXTRATERRITORIAL JURISDICTION
INSIDE THE BOUNDARIES OF THE PROPOSED
BASTROP COUNTY EMERGENCY SERVICES DISTRICT
NUMBER 3**

WHEREAS, the City Council of the City of Bastrop (Council) prioritizes the protection of the public health, safety and welfare; and

WHEREAS, the City Council supports efforts to improve and enhance the provision of emergency medical services and emergency transport services in the City Limits and throughout Bastrop County; and

WHEREAS, on or about June 4, 2024, the City of Bastrop received a letter formally requesting for the City of Bastrop’s City Limits and Extraterritorial Jurisdiction (ETJ) to be included in the formation of Emergency Services District #3 (ESD #3); and

WHEREAS, pursuant to the Texas Health And Safety Code Section 775.014, territory within the City Limits or ETJ may not be included in the District unless the municipality's governing body gives its written consent on or before the 60th day after the date on which the municipality receives the request; and

WHEREAS, the City Council desires to explore options regarding improving ambulance services; and

WHEREAS, the City Council finds it to be in the best interest of the City to consent to City territory being included within the boundaries of the proposed ESD #3.

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

Section 1: The City Council hereby provides its consent to the Bastrop City Limits or ETJ being included in the boundaries of the proposed ESD #3.

Section 2: The City Council directs staff to gather more information regarding the impact of the creation of ESD #3, options for improving emergency medical services, emergency transport services, and non-emergency services in the City Limits and throughout Bastrop County.

Section 3: 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.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 9th day of July 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: July 9, 2024

TITLE:

Consider action to approve Resolution No. R-2024-83 of the City Council of the City of Bastrop, Texas, approving and acting upon a request by the Bastrop County Emergency Food Pantry to waive certain permitting fees in the amount of \$26,835.61 related to facilities at 1201 Pine Street and 806 Fayette Street, Bastrop, Texas.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The Bastrop County Emergency Food Pantry (BCEFP) has requested support from the City of Bastrop aimed at assisting with the development of a new 9,217-square-foot food pantry located at 1201 Pine Street, Bastrop, Texas. BCEFP has requested consideration in waving permitting fees associated with this project.

The City waiving permitting fees for a new building to support the Bastrop County Emergency Food Pantry is a proactive and impactful way for the City to contribute to addressing food insecurity in the community. By eliminating these financial barriers, the City can help facilitate the establishment and operation of a much-needed resource for individuals and families in need. This gesture not only demonstrates the city's commitment to supporting vulnerable populations but also encourages community partnerships and civic engagement in addressing critical social issues.

By providing this in-kind donation, the city can play a vital role in promoting food security, fostering community resilience, and enhancing the overall well-being of its residents through this vital community asset.

The fees are broken down as follows:

- Civil Site and Stormwater Permit Fees: \$4,625.61
 - \$1,831 Drainage Plan fee for 1201 Pine, plus
 - \$2,084.61 Site Plan fee for 1201 Pine, plus
 - \$536 Demo Permit for 806 Fayette, plus
 - \$174 Moving Permit for 806 Fayette
- Building Permit Fees: \$22,200.00
 - 19,679 Building Permit fee for 1201 Pine, plus
 - \$2,521 Building Remodel fee for 806 Fayette

Total requested funding support: \$26,825.61

The Offsite Improvements will be presented to the city council during the July 23, 2024 meeting.

FISCAL IMPACT:

The requested fees to be waived are in-kind services that will be absorbed through operating cost.

RECOMMENDATION:

Action to approve Resolution No. R-2024-83 of the City Council of the City of Bastrop, Texas, approving and acting upon a request by the Bastrop County Emergency Food Pantry to waive certain permitting fees in the amount of \$26,835.61 related to facilities at 1201 Pine Street and 806 Fayette Street, Bastrop, Texas.

ATTACHMENTS:

1. Resolution No. R-2024-83
2. Request letter from Bastrop County Emergency Food Pantry

RESOLUTION NO. R-2024-83

WAIVER OF CERTAIN FEES FOR THE BASTROP FOOD PANTRY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AND ACTING UPON A REQUEST BY THE BASTROP COUNTY EMERGENCY FOOD PANTRY TO WAIVE CERTAIN PERMITTING FEES IN THE AMOUNT OF \$26,825.61 RELATED TO FACILITIES AT 1201 PINE STREET AND 806 FAYETTE STREET, BASTROP, TEXAS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Bastrop County Emergency Food Pantry (“Bastrop Food Pantry”) is a non-profit organization that provides services, including emergency food assistance, to residents of the City of Bastrop and Bastrop County;

WHEREAS, the Bastrop Food Pantry intends to develop a new food pantry location at 1201 Pine Street, Bastrop, Texas, and to remodel its existing facility located at 806 Fayette Street, Bastrop, Texas, in order to ensure its operations are sustainable and scalable to meet the needs of residents experiencing food insecurity and poverty; and

WHEREAS, to reduce the financial barriers to completing these improvements to its facilities and operations, the Bastrop Food Pantry has requested that the City waive certain permitting fees related to the construction of the new facility; and

WHEREAS, the City Council finds there to be unique, unusual, and compelling circumstances creating a justification for a limited waiver of certain fees for the Bastrop Food Pantry in this situation, in order to serve the City’s interests in the public health, safety, and welfare of its residents.

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 approves the Bastrop Food Pantry’s request for the waiver of certain fees in the amount of \$26,825.61, as detailed in **Exhibit A** attached hereto. This waiver of fees is not assignable and shall only be applicable to the proposed new food pantry location at 1201 Pine Street, Bastrop, Texas, and to the proposed remodel of the existing facility located at 806 Fayette Street, Bastrop, Texas, on the condition that such facilities are used by the Bastrop Food Pantry to meet the needs of residents experiencing food insecurity and poverty. The City Council authorizes the City Manager to provide direction to staff and to execute any necessary documents granting the waiver of the fees.
- 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 9th day of July, 2024.

[Signature Page Follows]

THE CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit A

The following permitting fees for the new Bastrop County Emergency Food Pantry facility to be located at 1201 Pine Street, Bastrop, Texas, and the remodel of the existing facility at 806 Fayette Street, Bastrop, Texas, shall be waived by the City of Bastrop, Texas:

<i>Facility Location</i>	<i>Fee</i>	<i>Amount to be Waived</i>
<i>Civil Site & Stormwater Permit Fees</i>		
1201 Pine St	Final Drainage Plan (Final Drainage Plan Review and Completeness Check Fees)	\$1,831.00
1201 Pine St	Site Development Plan (Site Development Plan, Completeness Check, and Administration Fees)	\$2,084.61
806 Fayette St	Commercial Demolition Permit Fee	\$536.00
806 Fayette St	Moving Permit Fee (Commercial)	\$174.00
		<i>Subtotal</i>
		\$4,625.61
<i>Building Permit Fees</i>		
1201 Pine St	Building Commercial Permit (Commercial Fee, Inspection Fee, Commercial Electrical, Plumbing and Mechanical Attachment Permits (x2 stories))	\$19,679.00
806 Fayette St	Building Commercial Remodel Permit (Commercial Permit Fee, Technology Fee, Commercial Electrical, Plumbing and Mechanical Attachment Permits)	\$2,521.00
		<i>Subtotal</i>
		\$22,200.00
TOTAL		\$26,825.61



June 21, 2024

Tresha Silva
Executive Director
Bastrop County Emergency Food Pantry
806 Fayette St, Bastrop, TX 78602

City of Bastrop, TX
RE: Bastrop County Emergency Food Pantry

Dear members of the City Council,

I am writing on behalf of the Bastrop County Emergency Food Pantry (BCEFP) to seek your support for our new initiative aimed at developing a 9,217-square-foot food pantry at 1201 Pine St, Bastrop, TX. Specifically, we kindly request the city of Bastrop to consider waiving permitting fees for this project.

Additionally, we are proposing to remodel our Fayette St. location into a Community Nutrition Education Center to further enhance our community outreach efforts.

Your assistance in waiving the permitting fees would greatly support our efforts in establishing the new County-Wide Food and Nutrition Support Center. We believe this initiative will significantly benefit the residents of Bastrop County by providing essential food assistance and nutrition education.

See **Exhibit A** for the proposed development exhibits.

Project Rationale

The Food Pantry operates out of five buildings on a single plot of land. One building is an almost 100-year-old home that is used as a warehouse, one is an old camp swift trailer used for senior programs, another is an old school portable that houses the administrative staff, one is a shed that the NIBBLES program is run out of, and the other is a small 1,400 square foot building that houses food and emergency services.

The Food Pantry serves over 5,000 unique individuals and moves just shy of half a million pounds of food a year. The Food Pantry is maxed out on space and capacity for distribution and storage. The need for services is on the rise (89% increase from 2020). The current facilities are not sustainable or scalable. The Food Pantry has often had to decline food donations because of an inability to store it all. This has been especially challenging with the continued supply chain challenges that are occurring in Central Texas. Last year, the Food Pantry received 50% less food from the Central Texas Food Bank and had to increase food spending by 200% to keep food on the shelves. The current setup also only allows one neighbor at a time to be served. The current waiting room can only hold 1-2 families. This means that people often have to wait in their vehicles before being served. The Food Pantry's overarching goal is to continue to address food insecurity and the root causes of poverty in rural Bastrop County now and in the future. This proposed comprehensive capital campaign will allow them to continue to serve the community into the future, improve internal processes, connect local non-profits, provide a space for the community to use, and allow for future growth.

The new facility will allow for a more streamlined inventory system by having all the food in one section of a building as opposed to now where food is stored in several small buildings that are spread out around the property. The new inventory space would include walk-in freezers, refrigerators, and dry storage as well as a large sorting room for donations to come through. On top of being a more efficient system, there will be double the space for food storage and sorting (1 million pounds of food!). The new facility will have a much larger waiting room and two intake offices. The "grocery store" will allow the neighbors who come to the Food Pantry to "shop" with dignity for their families and be a step up from the current client choice pick list. This approach improves the client's nutrition status and improves self-efficacy (Martina Wood, 2020).

The renovated Fayette St. Building will provide integrated, wrap-around services for neighbors in need as well as meeting space for community partners. Rural communities like Bastrop often lack one-stop-shop type of services for clients and often lack meeting spaces for community organizations and groups to meet. This building will fill this gap by responding to the micro needs of serving clients and the macro needs of serving the community. The new center will include a commercial kitchen and computer lab for cooking demonstrations and classes on the following: resume building, budgeting, financial wellness, health and wellness, diabetes 101, and other classes that will help clients improve their financial and bodily health.

This comprehensive capital campaign will position the organization to be a continued leader in fighting food insecurity and the root causes of poverty in the County. It will allow for more resources to be brought into the community and increase the variety of food and services that the Food Pantry provides. It will benefit organizations that serve all over to have a space to use to serve more people in Bastrop. It also will provide community groups and individuals to rent covered outdoor space for events. This new and improved Bastrop County Emergency Food Pantry campus will fully serve the community and surrounding areas for years to come.

Below describes a brief description of our development sequence:

- Obtain and Install Outdoor Freezer and Cooler Unit
- Relocation of Staff and Food Items
- Demolition of Old Existing House and Relocation & Sale of Metal Buildings
- Commencement of New 9,217-SF Food Pantry Construction
- Remodeling of the Old Fayette Building

Permitting Fees

One of the major challenges we face is the financial requirements of the permitting fees required for the construction of our new facility. The permitting fees are broken down in the following manner:

- Civil Site & Stormwater Permitting Fees: \$5,099.61
- Building Permit Fees: \$22,200.00
- BP&L Line Extension Fees: \$32,021.75
- Water/Wastewater Tap & Impact Fees: \$33,477.50
- The total permitting fees: **\$92,798.86.**

Given the community-oriented nature of our project and its long-term benefits to Bastrop residents, we respectfully request that the City of Bastrop waive these permitting fees. For your reference, a detailed breakdown of the permitting fees is provided below as **Exhibit B**.

Offsite Improvement Assistance

In addition to the permitting fees, the project requires offsite improvements to ensure adequate parking and safe access to the new facility. These improvements include road upgrades and expanded parking areas, which are essential for accommodating the anticipated increase in visitors and volunteers. The estimated cost for these offsite improvements is **\$59,060.70**, and we are seeking the City’s assistance in funding these necessary improvements. Detailed information on the proposed improvements and associated costs is provided in **Exhibit C**.



We are eager to collaborate with the City of Bastrop to bring this vital project to fruition and are more than willing to discuss this request further or provide any additional information necessary. Your support in these areas will be instrumental in ensuring the successful completion of our new facility, thereby strengthening the fabric of our community.

Thank you for your time and consideration. We look forward to your positive response and to continuing our partnership in serving the people of Bastrop.

Sincerely,

Tresha Silva
Executive Director
Bastrop County Emergency Food Pantry
(512) 203-8570



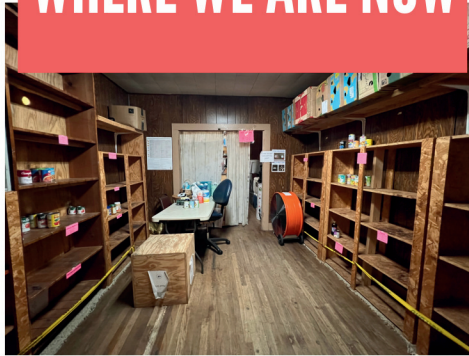
EXHIBIT A - PROPOSED DEVELOPMENT EXHIBITS



good neighbors
Bastrop County cares for its own



WHERE WE ARE NOW



IMPACT:

Capacity to store & distribute 1 million pounds of food.

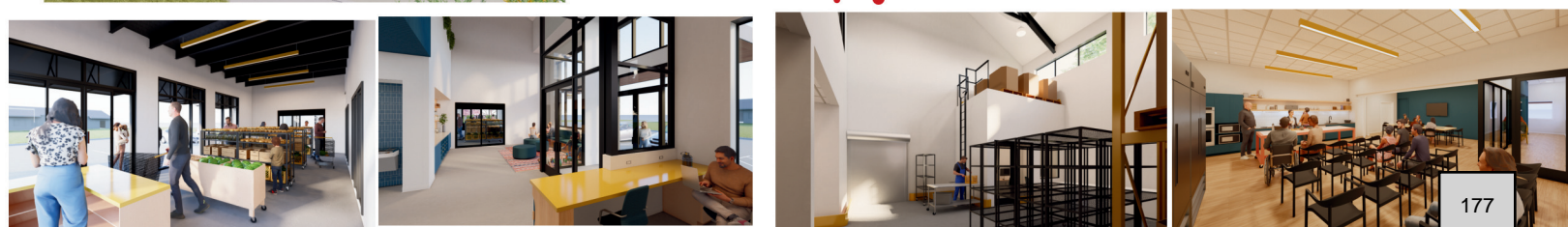
WHERE WE WILL BE

IMPACT:

Capacity to serve 10,000 neighbors.

IMPACT:

Provide nutrition & financial education workshops.





Exterior View 01 | Corner

BASTROP COUNTY EMERGENCY FOOD PANTRY
| 100% DESIGN DEVELOPMENT
04 JANUARY 2024



Item 9E.



Exterior Moodboard | Garden / Patio

BASTROP COUNTY EMERGENCY FOOD PANTRY
100% DESIGN DEVELOPMENT
04 JANUARY 2024

COLLAB^{XX}
STUDIO



Exterior View 02 | Entry

BASTROP COUNTY EMERGENCY FOOD PANTRY
100% DESIGN DEVELOPMENT

04 JANUARY 2024





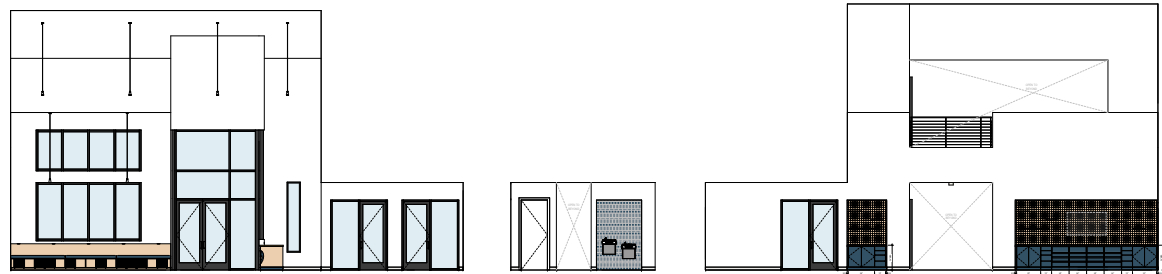
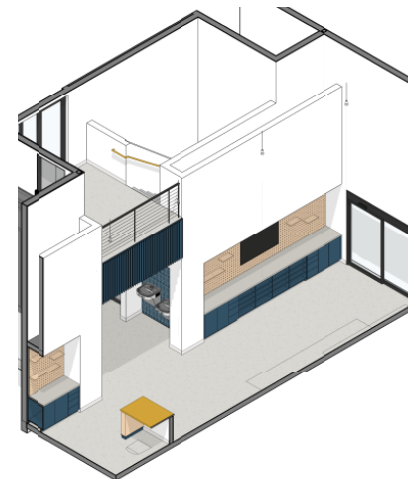
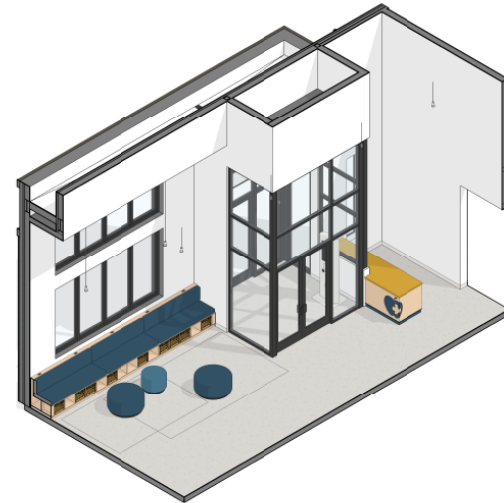
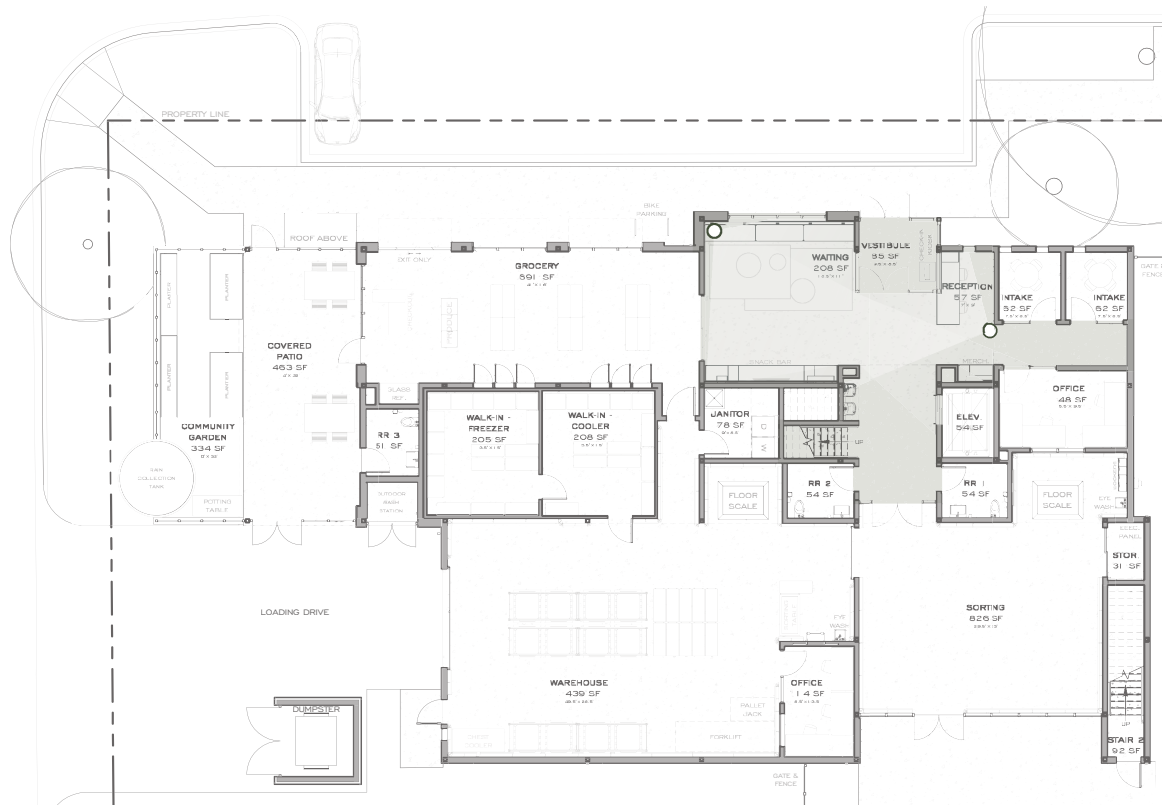
Exterior View 03 | Loading + Donations

BASTROP COUNTY EMERGENCY FOOD PANTRY
100% DESIGN DEVELOPMENT

04 JANUARY 2024



Item 9E.



Lobby / Waiting | Drawings

BASTROP COUNTY EMERGENCY FOOD PANTRY
100% DESIGN DEVELOPMENT

04 JANUARY 2024



Item 9E.



Fayette Renovation | Computer Lab

BASTROP COUNTY EMERGENCY FOOD PANTRY
100% DESIGN DEVELOPMENT

04 JANUARY 2024



Item 9E.



Fayette Renovation | Kitchen + Lab

BASTROP COUNTY EMERGENCY FOOD PANTRY
100% DESIGN DEVELOPMENT

04 JANUARY 2024

COLLAB^{XX}
STUDIO



EXHIBIT B – CITY OF BASTROP PERMIT FEES

Bastrop County Emergency Food Pantry Permit and Inspection Fees		
24-000040 - Final Drainage Plan - 1201 Pine Street	Fees	Notes
Final Drainage Plan Review	\$ 1,581.00	
Completeness Check	\$ 250.00	
Development Service Total	\$ 1,831.00	PAID
24-000003 - Site Development Plan - 1201 Pine Street		
Site Development Plan	\$ 1,747.25	
Completeness Check	\$ 250.00	
Administration	\$ 87.36	
Development Service Total	\$ 2,084.61	
24-000329 - Main Building Commercial Permit - 1201 Pine		
Construction Value: \$1,654,356 Sq. Ft. 9217		
Commercial Fee	\$ 13,806.80	
Inspection Fee	\$ 4,777.20	
Commercial Electrical Attachment Permit (x2 stories)	\$ 365.00	
Commercial Plumbing Attachment Permit (x2 stories)	\$ 365.00	
Commercial Mechanical Attachment Permit (x2 stories)	\$ 365.00	
Development Services Total	\$ 19,679.00	
BP&L Line Extension Fees	\$ 32,021.75	
Water/Wastewater Tap and Impact	\$ 33,477.50	
**Commercial Reinspection Fee (If Necessary) - ALL TRADES	\$ 150.00	Per inspection
24-000336 - Fayette Building Commercial Remodel - 806 Fayette		
Construction Value: \$126,500 Sq. Ft. 1740		
Commercial Permit Fee	\$ 1,870.00	
Technology Fee	\$ 6.00	
Commercial Electrical Attachment Permit	\$ 215.00	
Commercial Plumbing Attachment Permit	\$ 215.00	
Commercial Mechanical Attachment Permit	\$ 215.00	
Development Services Total	\$ 2,521.00	
**Commercial Reinspection Fee (If Necessary) - ALL TRADES	\$ 150.00	Per inspection
Commercial Demolition Permit		
Commercial Demolition Permit (Per Structure)	\$ 536.00	
Moving Permit Fee Commercial		
Moving Permit Fee (Per Structure)	\$137.25 - \$174.00	Depending on SF of Building being moved



April 29, 2024

Shiva Shanker
1201 Pine Street
Bastrop, Texas 78602

**RE: 1201 Pine Street- Bastrop County Emergency Food Pantry
Line Extension Fee - 1201 Pine Street**

The quote provided herein for municipal electric line extension(s) has been provided at the explicit request of the requestor and it is based solely upon the City of Bastrop's understanding of preliminary information provided by the requestor on the date shown above. Accordingly, the requestor acknowledges that if any specification or detail related to the work is altered in any way whatsoever, this quote will no longer be applicable.

Line Extension Fee	\$29,581.29
<u>Tax</u>	<u>\$2440.46</u>
Total	\$32,021.75

The requestor agrees that this quote is: (1) merely a rough estimate, and (2) absolutely nonbinding in nature, and (3) being provided solely as a courtesy to the requestor to assist in determining approximate and general information related to the proposed project. The requestor agrees further that the amounts quoted are indefinite and, accordingly, the final costs for electric infrastructure for the project will vary for a variety of reasons, such as variation in market prices for materials required.

The City reserves the right to alter this quote, in any way it deems appropriate, and/or to vacate the quote at any time and/or for any reason.

The fees are payable to the City of Bastrop at the Utility office located at 1311 Chestnut Street. The ordering of materials and construction scheduling will be determined at the time extension fees are received.

Sincerely,

Curtis Ervin
Director of Bastrop Power & Light

**CITY OF BASTROP WATER AND WASTEWATER DIVISION
TAP AND IMPACT FEE CALCULATIONS**

This form must be completed and approved by the W/WW Division. Please call (512) 332-8960 for fees.

Customer Name Bastrop Co. Emergency Food Pantry Date: 5/23/2024 Plat Date: 9/18/23
 Site Address: 1201 Pine Street Subd/R#: R35441
 Contact Name: Tresha Silva Email: director@bastropfoodpantry.org Ph:# (512) 303-0033

IMPACT FEE SERVICE UNIT (SU) Code of Ordinances: Chapter 13, Article 13.12 - Effective 07/26/2022 ORD No. 2022-18

All City of Bastrop Service Areas

Water	Wastewater	Total
\$ 8,182.00	\$ 5,089.00	\$ 13,271.00

MYGOV PERMIT# 24-000329

SU Multipliers apply only to SIMPLE and COMPOUND meters. Contact W/WW Office for Impact Fees on Turbine Meters.

Meter Size	GPM	SU Multiplier	# of Meters
3/4"	15	1	
1"	25	2.5	<u>1</u>
1 1/2"	50	5	
2"	80	8	
3"	160	16	
4"	250	25	
6"	500	50	
8"	800	80	
10"	1150	115	

Meter and/or Credit Notes
 THERE IS AN EXISTING 3/4-INCH WATER METER THAT WILL BE CONVERTED TO AN IRRIGATION METER.
 NO IMPACT FEES FOR 6" FIRELINE, TO BE INSTALLED BY CONTRACTOR.

Impact Fee Calculations (enter data selected from Table above)

Dom Meter #1	\$ 8,182.00	Water Fee x	2.5	(SU) = \$	20,455.00
	\$ 5,089.00	WW Fee x	2.5	(SU) = \$	12,722.50
Dom Meter #2	\$ 8,182.00	Water Fee x		(SU) = \$	-
	\$ 5,089.00	WW Fee x		(SU) = \$	-
Irrig Meter #1	\$ 8,182.00	Water Fee x		(SU) = \$	-
Irrig Meter #2	\$ 8,182.00	Water Fee x		(SU) = \$	-
Applied Credits:					

Total Impact Fees: \$ 33,177.50

Water Connection & Tapping Fees

INSIDE CITY LIMITS

Meter Size	Cost	Quantity	Total
Connection Fee	\$ 300.00	1	\$ 300.00
3/4"	\$ 300.00		\$ -
1"	\$ 400.00		\$ -
1 1/2"	\$ 800.00		\$ -
2"	\$ 1,950.00		\$ -
3"	\$ 2,450.00		\$ -
4"	\$ 3,450.00		\$ -

OUTSIDE CITY LIMITS

Meter Size	Cost	Quantity	Total
Connection Fee	\$ 400.00		\$ -
3/4"	\$ 400.00		\$ -
1"	\$ 500.00		\$ -
1 1/2"	\$ 900.00		\$ -
2"	\$ 2,050.00		\$ -
3"	\$ 2,550.00		\$ -
4"	\$ 3,550.00		\$ -

Wastewater Connection & Tapping Fees

Tap Size	Cost	Quantity	Total
4"	\$ 300.00		\$ -
***>4"			\$ -

Total Connection Fees: \$ 300.00

Grand Total: \$ 33,477.50

Notes:

WATER TAP AND 6" SEWER TAP WILL BE INSTALLED BY CONTRACTOR.

Contact the Utility office at (512) 332-8830 to set up your account, pay tap and impact fees and any applicable service deposit not included here.

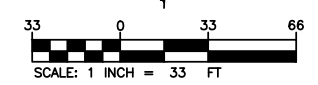
Approved By: 
 City of Bastrop W-WW Division Representative



EXHIBIT C – OFFSITE IMPROVEMENTS COST ESTIMATE AND SITE PLAN

BCEFP OFFSITE COST ESTIMATE					
Category	Description	Quantity	Unit	Unit Cost	Total Cost
Roadway	4" Hot Mix Asphalt (HMA) Type D	223	SY	\$ 36.00	\$ 8,040.00
	8" Crushed Limestone Base	136	TN	\$ 22.00	\$ 2,997.13
	8" Stablized Subgrade	223	SY	\$ 18.00	\$ 4,020.00
	6" Curb & Gutter	140	LF	\$ 35.00	\$ 4,900.00
Site + Drainage	5' Concrete Sidewalk	880	SF	\$ 30.00	\$ 26,400.00
	Signing & Stripping	1	LP	\$ 5,000.00	\$ 5,000.00
15% Contingency					\$ 7,703.57
Offsite Civil Construction Total					\$ 59,060.70

- NOTES**
1. ALL DIMENSIONS SHOWN ARE MEASURED FROM THE FACE OF CURB.
 2. ALL RADIAL DIMENSIONS SHOWN HEREON ARE 3' UNLESS OTHERWISE NOTED.
 3. ALL SIDEWALKS SHOWN ARE 5' WIDE UNLESS OTHERWISE NOTED.
 4. SEE SHEET 18 FOR LIGHTING PLAN



SITE DATA TABLE	
PROJECT NAME:	BASTROP COUNTY EMERGENCY FOOD PANTRY
PROPERTY ADDRESS:	1201 PINE ST BASTROP, TX 78602
CURRENT LAND OWNER:	BASTROP COUNTY EMERGENCY
PROPERTY ID:	R35411
LEGAL DESCRIPTION:	D.B. BUILDING BLOCK 47 E W ST, ACRES 0.152
EXISTING PLACE TYPE ZONING:	PLACE TYPE & CLASS: MIX & P4
PROPOSED BUILDING TYPE(S):	TYPE 5B - STEEL & METAL STUD
LOT AREA:	0.33 ACRES
PERCENTAGE OF LOT COVERAGE (BUILDING FOOTPRINT AND IMPERVIOUS AREAS):	77%
AREA OF OPEN SPACE:	3,118-SF
OPEN SPACE AS A PERCENTAGE:	23%
BUILDING AREA (GROSS SQUARE FOOTAGE PER BUILDING TYPE)	9,200-SF
BUILDING HEIGHT (FEET AND NUMBER OF STORIES)	2 STORIES 33'-10" BUILDING HEIGHT
TOTAL PARKING PROVIDED	TOTAL HANDICAP REQUIRED: 1 SPACE
TOTAL HANDICAP PROVIDED	TOTAL HANDICAP PROVIDED: 2 SPACES
TOTAL BICYCLE PROVIDED	TOTAL BICYCLE PROVIDED: 2 SPACES

- PLAN KEY NOTES**
- ④ 1 5' WIDE POROUS CONCRETE SIDEWALK (TYP. UNLESS OTHERWISE NOTED)
 - ⑥ 20 24" CONCRETE CURB AND GUTTER (TYP.)
 - ③ EXTEND ROAD PAVEMENT (407-SF)
 - ① 21 4 WHEEL CHAIR / ACCESSIBLE RAMP (TYP.)
 - ① 20 5 ACCESSIBLE PARKING SIGN
 - ③ 20 6 PAINTED ACCESSIBILITY SPACE AND AISLE
 - ⑦ REPAINT RAILROAD CROSSING USING 12" WHITE REFLECTIVE PAINT PER TxDOT & CITY OF BASTROP STANDARDS
 - ⑧ DUMPSTER ENCLOSURE (SEE ARCHITECTURAL DRAWINGS)
 - ① 15 4 RAINWATER HARVESTING TANK SEE SHEET 15
 - ⑩ COVERED WALKWAY
 - ⑦ NEW LOCATION OF EXISTING SHED
 - ⑫ GARDEN AREA
 - ⑮ COVERED PATIO
 - ④ FENCE (SEE ARCHITECTURAL DRAWINGS)
 - ⑮ FENCE GATE (SEE ARCHITECTURAL DRAWINGS)
 - ① 11 16 3' WIDE - 0.5' DEEP VEGETATED V DITCH
 - ⑦ 21 17 BIKE RACK
 - ⑥ 21 18 OUTDOOR REFRIGERATION UNIT
 - ⑩ FIRE RISER (SEE ARCHITECTURAL PLANS FOR MORE DETAILS)
 - ⑮ FIRE DEPARTMENT CONNECTION (FDC)
 - ⑮ KNOXBOX
 - ⑮ FREEZER/COOLER STACKED UNITS (SEE MEP PLANS FOR DETAILS)
 - ⑮ CONDENSER UNITS (SEE MEP PLANS FOR DETAILS)
 - ⑮ POROUS CONCRETE

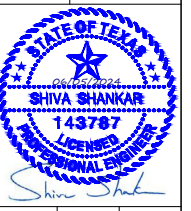
DRAWING LEGEND

SYMBOL/ABBREVIATION	DESCRIPTION
---	EXISTING PROPERTY LINE
---	ADJOINER PROPERTY LINE
---	BUILDING & SIDEWALK
-X-	FENCE LINE
-SD-	STORM DRAIN LINE
-W-	WATER LINE
-SS-	SANITARY SEWER LINE
-UE-	UNDERGROUND ELECTRIC LINE
-OHE-	OVERHEAD ELECTRIC LINE
△	100' FIRE LINE DISTANCE FROM HYDRANT TO FDC SURVEY CONTROL POINT
△	AIR CONDITIONER UNIT
○	4" PVC CLEAN OUT
□	ELECTRIC METER
⊕	FIRE HYDRANT
⊕	TELECOMMUNICATIONS BOX
⊕	WASTEWATER MANHOLE
⊕	POWER/UTILITY POLE
⊕	SIGN (AS NOTED)
⊕	STOP SIGN
⊕	WATER VALVE
⊕	WATER METER
⊕	POROUS CONCRETE PAVEMENT
⊕	CONCRETE PAVEMENT

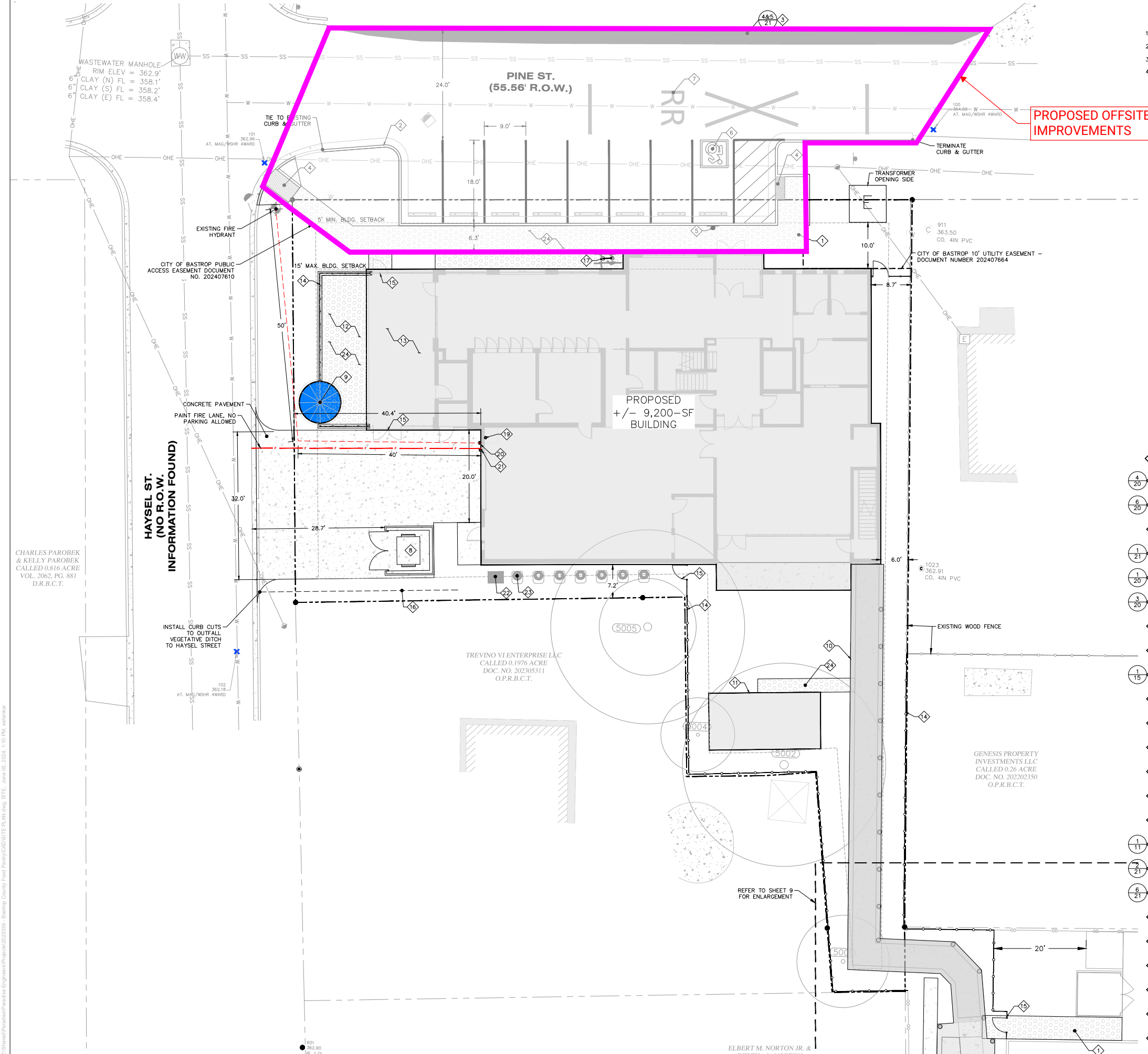
REVISIONS	DATE	DESCRIPTION

SITE PLAN (1 OF 2)

BASTROP COUNTY EMERGENCY FOOD PANTRY
1201 PINE ST
BASTROP, TX 78602



DESIGN	DRAWN	CHKD
SS	SS	MSD
JOB No. 2023036		
SHEET 8 OF 32		



CHARLES PAROBEK & KELLY PAROBEK CALLED 0.816 ACRE VOL. 2062, PG. 881 D.R.B.C.T.

HAYSEL ST. (NO R.O.W. INFORMATION FOUND)

TREVINO VI ENTERPRISE LLC CALLED 0.1976 ACRE DOC. NO. 202305311 O.P.R.B.C.T.

GENESIS PROPERTY INVESTMENTS LLC CALLED 0.26 ACRE DOC. NO. 202202350 O.P.R.B.C.T.

ELBERT M. NORTON JR. & BERTHA L. NORTON



THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTORS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.



STAFF REPORT

MEETING DATE: July 9, 2024

TITLE:

Consider action to approve Resolution R-2024-80 of the City of Bastrop, Texas, authorizing the closure of the submission period for the Request for Proposal (RFP) for Solid Waste and Recycling Services, authorizing the City Manager to proceed with negotiations of the contract for Solid Waste and Recycling Services with the qualified respondent Texas Disposal Systems; providing for a repealing clause; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

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

Staff advertised a Request for Proposals (RFP) for Solid Waste and Recycling Services Contract on April 29, 2024. The RFP was posted and the submission deadline was May 30, 2024. We received four (4) bids and two (2) no bid submittals. Staff evaluated each bid submission based on the evaluation criteria set forth in the RFP document. Staff selected two (2) Proposers to interview. On June 24, 2024, staff interviewed Texas Disposal Systems and Waste Connections Lone Star. Based on the interviews and the evaluation criteria staff is recommending the City Manager to negotiate a contract with Texas Disposal Systems.

FISCAL IMPACT:

Based on the RFP submission a possible reduction in a cost of service from \$21.02 per month to \$18.50 per month. This is a preliminary number and is subject to change based on contract negotiations.

RECOMMENDATION:

Recommend approval of Resolution R-2024-80 of the City of Bastrop, Texas, authorizing the closure of the submission period for the Request for Proposal (RFP) for Solid Waste and Recycling Services, authorizing the City Manager to proceed with negotiations of the contract for Solid Waste and Recycling Services with the qualified respondent Texas Disposal Systems.

ATTACHMENTS:

1. Resolution No. R-2024-80

CITY OF BASTROP

RESOLUTION NO. R-2024 - 80

CLOSURE OF RFP FOR SOLID WASTE AND RECYCLING SERVICES

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CLOSURE OF THE SUBMISSION PERIOD FOR THE REQUEST FOR PROPOSALS (RFP) FOR SOLID WASTE AND RECYCLING SERVICES; AUTHORIZING THE NEGOTIATION AND FINALIZATION OF THE CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES WITH THE QUALIFIED RESPONDEDNT; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“City”) has found and determined that the public health and safety of the City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of residential and commercial solid waste and recycling within the City; and

WHEREAS, pursuant to its authority under Texas Health and Safety Code Chapters 361, 363, and 364, and the City Charter, Article 11, the City entered into its current contract for Solid Waste and Recycling Services, the term of which expires on August 31, 2024; and

WHEREAS, The City Council issued a Request for Proposals for Solid Waste and Recycling Services (“RFP”) consistent with the applicable provisions of state law, the City Charter, the City’s Code of Ordinances, and the City’s adopted purchasing and procurement policies; and

WHEREAS, City Staff reviewed the bids received for the Project and established the qualified respondent for the RFP; and

WHEREAS, the City Council desires to authorize the City Manager to negotiate and finalize the contract for Solid Waste and Recycling Services in the form of the contract documents included in the bid solicitation.

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: That the City Council hereby authorizes the City Manager to negotiate and finalize a contract for Solid Waste and Recycling Services with Texas Disposal Systems, pursuant to the terms and conditions agreed to upon submission of the bid and in the form of the contract documents included

in the bid solicitation and as approved by the City Attorney.

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: 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 5: 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 9th day of July 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: July 9, 2024

TITLE:

Consider action to approve Resolution No. R-2024-81 of the City Council of the City of Bastrop, Texas approving the name change of the Diversity, Equity, & Inclusion Board to the Bridging Bastrop Board; providing for a severability and repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

N/A

Resolution No. R-2024-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE NAME CHANGE OF THE DIVERSITY, EQUITY, & INCLUSION BOARD, TO THE BRIDGING BASTROP BOARD; PROVIDING FOR A SEVERABILITY AND REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop is committed to the promotion, inclusion, and engagement of all community residents; and

WHEREAS, the City of Bastrop is committed to putting in place practices that lead to greater inclusion of all parts of our community; and

WHEREAS, the City of Bastrop, by Resolution No. R-2022-67, created an advisory board referred to as the Diversity, Equity, and Inclusion Board on July 26, 2022.

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

Section 1. The City Council of the City of Bastrop approves and directs the name change of the Diversity, Equity, & Inclusion Board to the Bridging Bastrop Board.

Section 2. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

Section 3. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby severable.

Section 4. This resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 9th day of July 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: July 9, 2024

TITLE:

Consider action to approve Resolution No. R-2024-84 of the City Council of the City of Bastrop, Texas, approving amendments to the Pearl River Master CCN Transfer Agreement; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

On May 29, 2024, the City of Bastrop received notice from Aqua Water Supply Corporation of unauthorized retail water service by the City within Aqua WSC's retail water Certificate of Convenience and Necessity (CCN). The City's Certificate of Convenience and Necessity (CCN) boundary is issued by the Public Utility Commission of Texas (PUCT), and authorizes a utility to provide water and/or sewer service to a specific service area. The City's water CCN is much smaller than the City's wastewater CCN. Much of our wastewater service area is served by Aqua Water and is part of their water service area.

On January 23, 2024, City council approved Resolution No. R-2024-15 executing a Master Agreement with Aqua WSC regarding consent to transfer portions of its certified retail water service area to the City. Included in that agreement was Exhibit D, which is used to formalize the transfer.

FISCAL IMPACT:

Legal fees to complete the agreements. The remainder is a pass through to the developer, who also bears the cost of infrastructure to serve their development.

RECOMMENDATION:

Recommend approval of Resolution No. R-2024-84 of the City Council of the City of Bastrop, Texas, approving amendments to the Pearl River Master CCN Transfer Agreement with Aqua WSC.

ATTACHMENTS:

1. Resolution No. R-2024-84
2. Exhibit D – Pearl River Amendment to Master CCN Agreement with Aqua WSC
3. Letter from Aqua WSC to City of Bastrop

RESOLUTION NO. R-2024-84

AMENDMENT TO MASTER CCN TRANSFER AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AN AMENDMENT TO THE MASTER CCN TRANSFER AGREEMENT FOR THE PEARL RIVER DEVELOPMENT; PROVIDING FOR SEVERABILITY; REPEALER; EFFECTIVE DATE; AND PROPER NOTICE.

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, a Master Agreement (the “Agreement”) for establishing basic terms and conditions under which Aqua Water Supply Corporation may consent to transfer specific portions of its retail water Certificate of Convenience and Necessity (“CCN”) to the City of Bastrop was made and entered into by and between Aqua Water Supply Corporation (“Aqua”) and the City of Bastrop, Texas (“Bastrop”), on the 23rd day of January, 2024; and

WHEREAS, the Agreement established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity No. 10294 (“Aqua Water CCN”) to Bastrop; and

WHEREAS, the planned development of Pearl River, currently in the Aqua Water CCN has submitted a Concept Plan consisting of 75.97 acres, which has been approved by the Planning and Zoning Commission for the City of Bastrop; and

WHEREAS, the Pearl River development meets the requirements of the conditions stipulated in the Agreement to be considered for transfer from the Aqua Water CCN to Bastrop; and

WHEREAS, the land under consideration and subject to conveyance is shown in the attachment to Exhibit “D”: Pearl River Amendment (incorporated herein as Attachment “A”), and said land is located within the Aqua Water CCN and the Bastrop Wastewater CCN; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility

Commission of Texas (“PUC”) allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Bastrop has determined that it has sufficient water supplies available to provide water services to the specific portion of the Aqua Water CCN proposed to be served by Bastrop and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Bastrop; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Bastrop will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Bastrop and its urbanizing areas.

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 hereby approves the amendment to the Pearl River Master CCN Transfer Agreement.
- Section 3.** The Pearl River Master CCN Transfer Agreement is hereby amended to incorporate Exhibit “D”, attached hereto as Attachment “A” and incorporated into this Resolution for all intents and purposes.
- Section 4.** The City Council authorizes the execution of the Amended Pearl River Master CCN Transfer Agreement.
- Section 5.** 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 6.** This Resolution shall be in full force and effect from and after its passage.
- Section 7.** 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 9th day of July 2024.

THE CITY OF BASTROP, TEXAS:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT D

Pearl River Amendment

Amendment to Master Agreement for each Residential/Commercial Development Subject to Transfer to Bastrop the Aqua Water CCN

Title of Development: PEARL 75 – PEARL RIVER BASTROP SUBDIVISION

Concept Plan

Preliminary Plat

Replat

Short Form Plat

Date of Approved Concept Plan or Plat: May 2023.

Name and Contact (Developer): PRC 01 BASTROP, LLC

AMENDMENT TO MASTER AGREEMENT FOR TRANSFER OF CERTAIN WATER CCN SERVICE AREA FROM AQUA WSC TO THE CITY OF BASTROP

A Master Agreement (the “Agreement”) for establishing basic terms and conditions under which AQUA WATER SUPPLY CORPORATION may consent to transfer specific portions of its retail water CCN to the City of Bastrop was made and entered into by and between Aqua Water Supply Corporation (“Aqua”) and the City of Bastrop, Texas (“Bastrop”), on the ___ day of ____, 20__ . This instrument (the “Amendment”) amends and supplements the Agreement as follows.

RECITALS

WHEREAS, the Agreement established the terms and conditions under which Aqua agreed to transfer specific portions of its retail water Certificate of Convenience and Necessity (“CCN”) No. 10294 (“Aqua Water CCN”) to Bastrop; and

Attachment "A"

WHEREAS, the planned development of Pearl River, currently in the Aqua Water CCN has submitted a Concept Plan consisting of 75.97 acres, which has been approved by the Planning and Zoning Commission for the City of Bastrop; and

WHEREAS, the Pearl River development meets the requirements of the conditions stipulated in the Agreement to be considered for transfer from the Aqua Water CCN to Bastrop; and

WHEREAS, the land under consideration and subject to conveyance is shown in **ATTACHMENT A** to this instrument, and said land is located within the Aqua Water CCN and the Bastrop Wastewater CCN; and

WHEREAS, Chapter 13 of the Texas Water Code and the rules of the Public Utility Commission of Texas ("PUC") allow for the transfer or assignment of CCN service areas from a water supply corporation to a municipally owned utility; and

WHEREAS, Bastrop has determined that it has sufficient water supplies available to provide water services to specific portion of the Aqua Water CCN proposed to be served by Bastrop and agrees that such availability will be a condition precedent before any CCN may be transferred from the Aqua Water CCN to Bastrop; and

WHEREAS, the transfer of the specific portion of the Aqua Water CCN to Bastrop will further the public purpose of rationalizing the distribution of water services in the region taking into account existing and future needs for additional infrastructure to serve all of Bastrop and its urbanizing areas.

Attachement "A"

Item 9H.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Aqua agrees to transfer specific portions of the Aqua Water CCN to Bastrop on the terms and conditions and for the consideration set forth below:

TERMS OF AMENDMENT

SPECIFIC PORTION OF THE AQUA WATER CCN TO BE RELEASED TO BASTROP

A. Definition of Specific Portion of the Aqua Water CCN to be conveyed to Bastrop

ATTACHMENT A to this Amendment shows a map of the Pearl River Development that is covered by this Amendment. The map shows the location of the development in relation to the City limits of Bastrop, the current Water CCN of Bastrop, the parcels included in the development as well as the number of acres that comprise the development.

B. Calculation of compensation

Bastrop and Aqua agree that calculation of the compensation to be paid to Aqua by Bastrop for transfer of the specific portion of the Aqua Water CCN is as follows:

Number of acres under development X \$ _____ = Total Compensation

For the subject development, the actual calculation is as follows:

75.97 acres X \$8,200 = \$622,954.00

C. Additional Amounts Owed to Aqua

Bastrop shall pay Aqua the amount of \$ ___N/A___ (for stranded assets, easement acquisition, existing customers, etc.).

D. Payment

Payment of the amounts calculated in Sections B and C above shall be paid within sixty (60) days of the effective date of the Amendment. Failure to timely pay shall constitute breach of a material term and/or condition of the Agreement and the Amendment as set forth in Section 3.5.

E. Litigation

The terms and conditions of this Amendment shall be construed under and in accordance with the laws of the State of Texas. All obligations of the parties created under these terms and conditions shall be performable in Bastrop County, Texas. All payments required to be made to Aqua under this

Attachement "A"

Item 9H.

Amendment shall be made at Aqua's offices in Bastrop County, Texas. Bastrop County, Texas shall be the exclusive place of venue for any disputes arising under this Agreement.

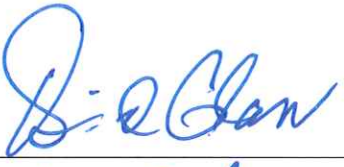
F. Miscellaneous

Bastrop and Aqua expressly agree that this Amendment is subject to all terms, conditions, covenants, and obligations set forth in the Agreement unless otherwise stated in this Amendment. Bastrop and Aqua agree that the Recitals set forth above are true and correct and incorporated into the terms of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as indicated below.

AQUA

BASTROP

By: 
President

By: _____

Date: 4-9-2024

Date: _____

ATTEST:

ATTEST:

By: 
Secretary, Board of Directors

By: _____
Secretary

Date: 4-9-24

Date: _____

Attachement "A"

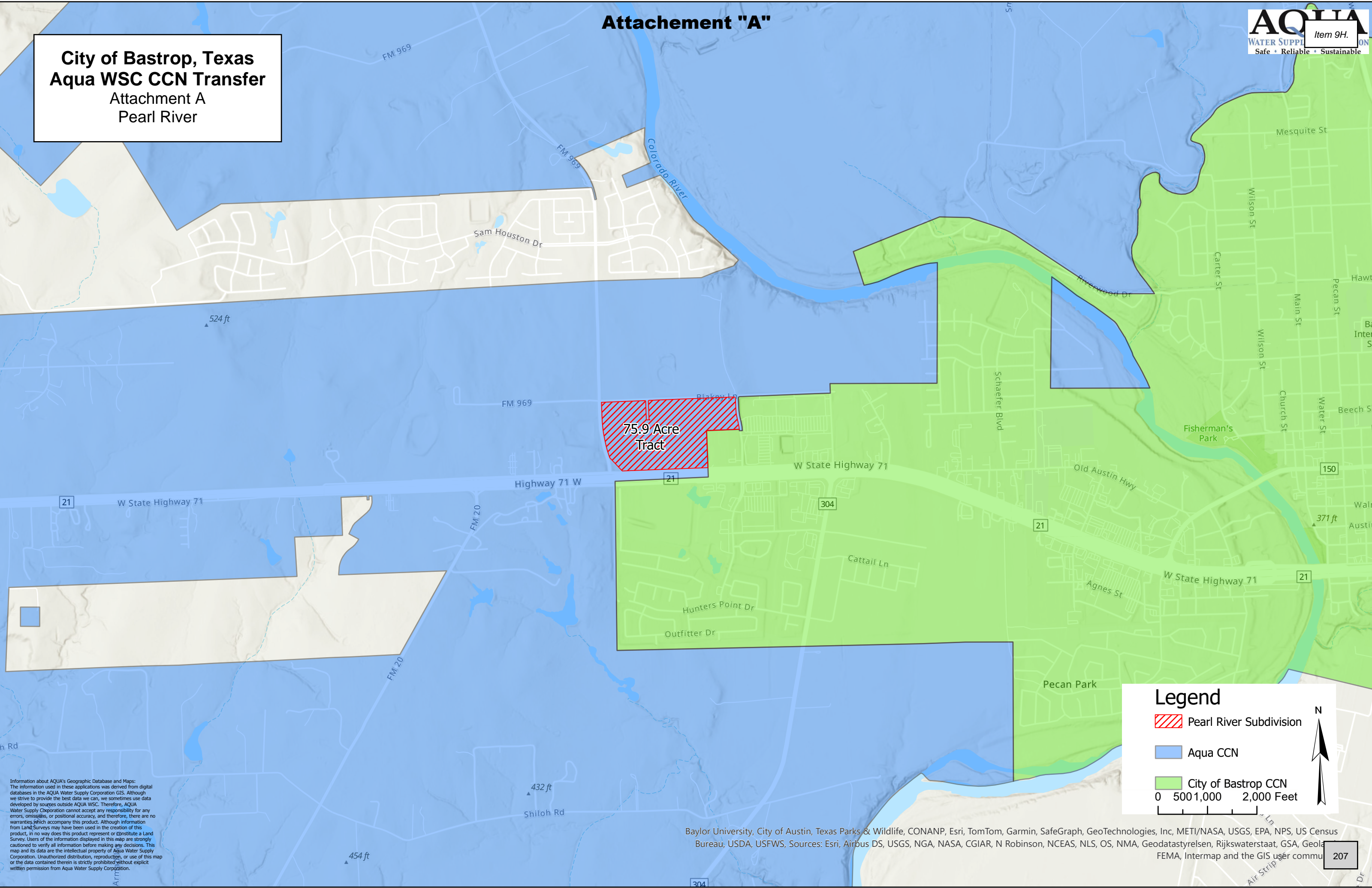
Item 9H.

ATTACHMENT A

Map Showing the area of Aqua Water CCN subject to the transfer for Pearl River.

Attachement "A"

City of Bastrop, Texas
Aqua WSC CCN Transfer
Attachment A
Pearl River



Information about AQUA's Geographic Database and Maps:
The information used in these applications was derived from digital databases in the AQUA Water Supply Corporation GIS. Although we strive to provide the best data we can, we sometimes use data developed by sources outside AQUA WSC. Therefore, AQUA Water Supply Corporation cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users of the information displayed in this map are strongly cautioned to verify all information before making any decisions. This map and its data are the intellectual property of Aqua Water Supply Corporation. Unauthorized distribution, reproduction, or use of this map or the data contained therein is strictly prohibited without explicit written permission from Aqua Water Supply Corporation.

Legend

- Pearl River Subdivision
- Aqua CCN
- City of Bastrop CCN

0 500 1,000 2,000 Feet



STAFF REPORT

MEETING DATE: July 9, 2024

TITLE:

Consider action to approve Resolution No. R-2024-85 of the City Council of the City of Bastrop, Texas approving an agreement between the City of Bastrop and Mike's Bikes providing for a one-year lease of a 400 square foot portion of Farm Lot 18 W M ST, acres 2.904 (48028), as shown in Exhibit A, located in Fisherman's Park with an option to renew for three additional one-year term upon mutual agreement; authorizing the city manager to execute said lease agreement on behalf of the city; and declaring an effective date.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

In 2023 the City of Bastrop adopted a " Experience Bastrop Parks, Recreation and Open Space Master Plan" 10-year Master Parks Plan. The plan identified the following goals for the parks within the City of Bastrop:

- Provide new, vibrant facilities/amenities to meet the needs of the growing community and all user groups.
- Expand recreational activities and programming to meet the needs of all user types and abilities.
- Use parks, trails, and recreation to support Bastrop's economic development strategies.

Additionally, the Master Plan stated that the community at large had the following common priorities for the park:

- Adding more hiking and biking trails to the community
- Increase efforts to make parks more active and add more programs for the youth of Bastrop.

Jason Hernandez, owner of Mike's Bikes, contacted the City of Bastrop about pursuing a lease with the City of Bastrop at Fisherman's Park. Mike's Bikes is a mobile biking service that is proposed to be operated out of an air stream. The business model is structured around providing an avenue for visitors at the park to rent a bike while exploring the park and Bastrop's historic downtown. Tentatively, the owner is planning to operate from Tuesday-Saturday, 10 am – 7 pm.

Ideally, the owner would like to occupy a 20x20 lease space (approximately 400 sq. ft.) next to the splash pad and adjacent to the parking lot. Please see the attached location map for reference.



POLICY EXPLANATION:

Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or policy regulations that are 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.

FISCAL IMPACT:

Revenue of \$1,500 into the General Fund.

RECOMMENDATION:

Authorize the City Manager to execute a Lease Agreement between Mike’s Bikes and the City for the property located at 400 Farm Street, as attached as Exhibit A of the Lease Agreement.

ATTACHMENTS:

- 1. Resolution No. R-2024-85
- 2. Product Images
- 3. Exhibit A: DRAFT Lease Agreement

Mike's Bikes Airstream

Item 91.



Mike's Bikes Airstream



LEASE OF BASTROP PARK PREMISES

This lease agreement ("Lease") is made as of the Effective Date set forth above, by and between the City of Bastrop, Texas, a municipal corporation (the "Lessor") and Mikes Bikes, LLC (the "Lessee"), a Texas Limited Liability Company.

WHEREAS, the Lessor owns a certain parcel of real property that is located at Fisherman's Park in Bastrop, Bastrop County, Texas, and more particularly shown in Exhibit "A", attached hereto and incorporated herein by this reference ("Premises"); and

WHEREAS, Lessee wishes to enter into a one (1) year lease with a one-year renewal option for the Premises to manage and operate a Bike Repair Shop; and

WHEREAS, the City of Bastrop deems it advantageous to itself and to its operations to lease and demise certain rights, privileges and uses of the Premises as hereinafter contained; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee (hereinafter "Parties") hereby agree as follows:

Article 1. Lease of Premises; Acceptance of Existing Conditions; Compliance with Regulations

1.1. Leased Premises: In consideration of the obligation of the Lessee to pay rent and in consideration of the other terms, covenants and conditions of this Lease, the Lessor leases to the Lessee, and the Lessee leases from the Lessor that approximately 400 square feet portion described as FARM LOT 18 W M ST, ACRES 2.904 (48028) LOCATED IN FISHERMAN'S PARK as shown in Exhibit "A", attached hereto and made a part hereof for all purposes (the "Leased Premises") in Bastrop County, Texas. The Lessor agrees that the Lessee shall also have access to and shared use of the public parking lot adjacent to the leased Premises and the public restrooms in the City Park, all as shown in Exhibit "A", subject to Lessor's exclusive control and management of said public facilities.

1.2. No Warranty: The Lessee acknowledges that 1) the Lessor makes no representations or warranties regarding the suitability of the Leased Premises for the Lessee's intended purposes, or the presence of environmental, geologic, or other site conditions that may affect the Lessee's use of the Leased Premises; 2) the Lessee accepts full responsibility for determining the suitability of the Leased Premises for its intended purposes; and 3) the Lessee has inspected the Leased Premises to satisfy itself as to the suitability of the Leased Premises for its intended purposes.

1.3. Compliance with Rules: In addition to other requirements in this Lease, Lessee agrees to comply with all ordinances, rules and regulations governing City Park within which the Leased Premises are located. Included herein is the limitation that Lessee's Hours of Operation are limited to the Park's Hours of Operation as established by the Lessor.

Article 2. Term and Rent

2.1. Term: Subject to and upon the terms and condition set forth in this Lease, this Lease shall be in force for a term of one (1) year, with three one (1) year renewal options upon mutual agreement of Lessor and Lessee. The renewal option shall be exercised by providing the Lessor sixty (60) days written notice of Lessee's desire to renew. Renewal shall be subject to City Council approval and be denied at Council's discretion.

2.2. Rent: The Lessee agrees to pay to the Lessor a fixed rental in the sum of one hundred twenty-five dollars and zero cents (\$125.00) per month, for the first year with a 3.5% increase year over year until the first term of the three years as shown in in Exhibit C."The monthly rent shall be due and payable in advance on or before the sixteenth (16th) day of each respective month and will be billed through the lessee monthly utility bill for the entire Lease term.

2.3. Lessee shall collect on behalf of and remit to the City any fees, assessments or charges arising by virtue of or related to its activities under this Lease as may be required by any ordinance, law, order or regulation. Additionally, the City may submit an invoice or invoices to Lessee for the above mentioned or other fees, assessments or charges due and payable to the City. Such invoice or invoices must be paid by the Lessee with the next monthly rent payment, except when earlier payment may be due under applicable ordinance, law, order or regulation.

2.4. Delinquent Rent/ Late Payment: In the event the monthly rent (including any additional rent due hereunder) is not paid on or before the fifteenth (15th) day of the month, an amount equal to five percent (5%) of that month's rent shall be added to such rent and shall be considered additional rent hereunder. The addition of such amount and the collection thereof shall not operate to waive any other rights of Lessor hereunder for nonpayment of rent or for any other reason.

2.5. Termination: Lessee shall surrender and vacate the Leased premises on the last day of the term of this Lease. Upon termination of the lease, Lessee shall also remove all personal property, equipment from the Leased premises within 14 days. Lessor may retain, destroy, or dispose of any property left on the Leased Premises at the end of the Term. In the event the Lessee is in arrears of sixty (60) days in the payment of any amount that is owed to the Lessor hereunder, the Lease shall automatically terminate unless an exception is approved in writing prior to the 60th day by the City Council of the City of Bastrop.

Article 3. Use and Care of Premises

3.1. The use of the Leased Premises by the Lessee shall be restricted to conducting a bike repair shop (with related equipment), together with the activities of selling parts and other items related to bike recreation. Use of the Leased Premises for any purpose other than permitted by this Lease without prior written consent of the Lessor shall constitute a default.

3.2. The Lessee shall not place or keep anything on the Leased Premises or use the Leased Premises for any purpose which increases the insurance premium cost or invalidates any insurance policy carried on the Leased Premises without the Lessor's prior written consent. The Lessee agrees that the risk of loss and damage for all property kept, stored or maintained by it within the Leased Premises shall be the Lessee's.

3.3. The Lessee shall not use or permit the use of the Leased Premises in any manner that results in waste of the Leased Premises, or constitutes a nuisance, or violates any statute, ordinance, rule or regulation that applies to the Leased Premises.

3.4. The Lessee shall keep the Leased Premises used by Lessee, neat, clean, and free from spoils and trash at all times.

3.5. The Lessor shall be responsible for cleaning and maintaining the public restrooms in the City Recreation Building to be used by Lessee in connection with its authorized activities according to Lessor's usual and customary cleaning schedules and standards, as determined by Lessor in its sole discretion. Although Lessor has primary responsibility to clean and maintain the restrooms, Lessee agrees to and will clean the restrooms on an as needed basis between the Lessor's regular cleanings. The Lessor shall provide trash bin liners, paper towels, and toilet paper to the Lessee, and the Lessee shall replace these items in the public restrooms as necessary.

3.6. The Lessee shall store all equipment, materials and supplies within the confines of the Leased Premises. Outside storage is specifically prohibited without the advance written consent of the Lessor. When the premises is not suitable for staging due to inclement weather the lessee shall contact the Director of Public Works to coordinate a temporary solution that causes minimal disruption to the public parking areas.

3.7. Failure to use the Leased Premises for any purpose other than that permitted by this Lease shall constitute a default.

3.8. The Lessee shall give prompt notice to the Lessor of any accident on the Leased Premises, and of defects in the Leased Premises of which the Lessee is aware.

3.9. Lessee agrees to allow Lessor to enter the Leased Premises to perform Lessor's obligations, inspect the Leased Premises. When the Premises are not in use by Lessee, the Lessor may conduct activities in the Premises that do not interfere with the Permitted Uses with prior written consent from the Lessee.

Article 4. Maintenance and Repair of Premises

4.1. The Lessee shall keep the Leased Premises in good, clean condition and will maintain the personal property, removable fixtures, and equipment owned or controlled by Lessee in good repair and condition. The Lessee shall comply with all governmental laws, ordinances and regulations that apply to the Leased Premises, at its sole cost and expense. At the expiration of this Lease, the Lessee shall surrender the Leased Premises in good condition, reasonable wear and tear excepted.

4.2. Lessee shall repair and pay for any damage to the Leased Premises caused by negligence of Lessee or Lessee's directors, officers, employees, contractors, agents, invitees or guests. Lessor shall have no obligation to clean, maintain, repair, or replace any portion of the Premises or any alterations made by Lessee, and Lessee accepts the Leased Premises in its "AS IS", "WHERE-IS" condition, with all faults and without any warranty or representation (express or implied) by the Lessor as to the condition of the Leased Premises or its fitness or suitability for any purpose.

4.3. Lessee shall at its sole expense clean, maintain, replace and repair the Leased Premises, including, without limitation, any temporary structures and mowing and maintenance of the site.

Article 5. Alterations and Fixtures

5.1. The Lessee shall not make any alterations, modifications, additions, or improvements, (including, but not limited to, structural, electrical, plumbing and painting) to the Leased Premises without the prior written consent of Lessor.

5.2. The Lessee shall ensure that no lien or similar obligation is imposed upon the Leased Premises for any alteration, repair, labor performed or materials furnished to the Leased Premises, and the Lessee shall immediately discharge any lien or charge after the lien occurs or charges become due and payable. The Lessee shall hold harmless, indemnify and defend the Lessor, its officers, agents and employees from and against any claims, demands or suits related to such liens or obligations.

5.3. The Lessee shall not install any exterior lighting, shades or awnings, or any exterior decorations or paintings on the Leased Premises or erect, permanently install or change any signs, window or door lettering, placards, decorations, or advertising media of any type without the prior written approval of the Lessor. Notwithstanding temporary signage such as price boards, safety notices or rules. Temporary signage shall be taken in every day at the end of business, lessee shall obtain permits as required.

Article 6. Utilities/Taxes

6.1. The Lessee shall promptly pay all charges for electricity, telephone service, and other utilities furnished to the Leased Premises. No such utilities shall be connected or installed until the Lessor approves in writing the location and specifications for such connections and installations.

6.2. The Lessor shall not be liable for any interruption or impairment whatsoever in utility services to the Leased Premises for non-payment or acts of God outside of the utility provider's control.

6.3. The Lessee shall pay when due all taxes and assessments, if any, against the Leased Premises or underlying real property attributable to the Lessee's use of the Leased Premises under this Lease. The Lessee shall pay when due all sales, excise, income and other taxes, if

any, levied upon its business operations on the Leased Premises.

Article 7. Insurance and Indemnity

7.1. Insurance: Lessee shall be responsible for providing, at Lessee's own expense, insurance coverage insuring Lessee's goods, furniture or property against loss or damage from fire or other causes. Lessee's coverage shall provide a waiver of subrogation for the benefit of the Lessor.

The Lessee will purchase and maintain in full force and effect during the term of the lease insurance as provided below, proof of which will be in a form acceptable to the Lessor:

- A.** Commercial General Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, written on an occurrence form, and an annual aggregate not less than Two Million Dollars (\$2,000,000);
- B.** Commercial Automobile Liability insurance at minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage, written on an occurrence form; and
- C.** Workers compensation insurance within statutory limits, if applicable.

All of this insurance shall be primary over any other insurance coverage the Lessor may have and shall be written so that the Lessee and the Lessor will be notified in writing at least 30 calendar days in advance in the event of cancellation, restrictive amendment or non-renewal. Commercial general liability and business automobile insurance coverage will be written with the City of Bastrop, Texas as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City of Bastrop.

7.2. Approval Before Occupancy: The Lessee will submit certificates of insurance to the Lessor for approval prior to taking occupancy of the Premises.

7.3. Continuing Responsibility: In any event, the Lessee is fully responsible for all losses arising out of, resulting from or connected with operations under this Lease whether or not the losses are covered by insurance. The Lessor's acceptance of insurance certificates that do not comply with these requirements will not release the Lessee from compliance with these provisions.

7.4. Indemnity, Hold Harmless, and Waiver of Claims:

A. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF BASTROP, TEXAS, TOGETHER WITH ITS RESPECTIVE OFFICERS, DIRECTORS, FORMER AND PRESENT ELECTED AND APPOINTED OFFICIALS, LEGAL REPRESENTATIVES, AGENTS, SERVANTS, EMPLOYEES (IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES), VOLUNTEERS, SUCCESSORS, AND ASSIGNS (HEREINAFTER COLLECTIVELY *BASTROP*), OF, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEFENSE COSTS, OR LIABILITY OF ANY KIND OR NATURE (COLLECTIVELY REFERRED TO HEREINAFTER AS "CLAIMS") ASSERTED BY ANY PERSON OR ENTITY AGAINST *BASTROP* WHETHER ARISING OUT OF, TOUCHING UPON OR IN ANY WAY RELATING TO LESSEE'S (OR LESSEE'S CONTRACTORS', SUBCONTRACTORS', AGENTS', EMPLOYEES', SERVANTS', INVITEES', OR LICENSEES') (I) ACTS, ERRORS, OR OMISSIONS, (II) PERFORMANCE OR FAILURE TO PERFORM, (III) GOODS OR SERVICES PROVIDED, (IV) WORK PERFORMED BY, OR ON BEHALF OF LESSEE, OR (V) USE OF THE LEASED PREMISES, RELATIVE TO THIS LEASE, EXCEPT ANY SUCH CLAIMS, DAMAGES, CAUSES OF ACTION, COSTS AND EXPENSES ARISING OUT OF THE SOLE NEGLIGENCE OR WILLFUL ACT OF *BASTROP*, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES.

B. The Lessee shall use the Leased Premises and use, occupy and store property on the Leased Premises at its own risk, and the Lessee agrees to hold harmless and release the Lessor, and its officers, agents and employees from all claims, suits and actions by the Lessee for loss of life, personal injury or property damage resulting therefrom.

C. In case the Lessor is made a party to any litigation commenced by or against the Lessee that is covered by this paragraph, then the Lessee shall hold the Lessor harmless from and pay all costs and expenses of the Lessor related to the litigation, including the fees of attorneys and expert witnesses.

D. Waiver of Claims. Anything in this Lease to the contrary notwithstanding and to the extent permitted by applicable law, Lessee hereby releases and waives all claims, rights of recovery and causes of action that such party or any party claiming by, through, or under such party (including Lessee's insurers), by subrogation or otherwise, may now or hereafter have against Lessor or any of Lessor's directors, officers, employees, contractors or agents for any loss or damage that may occur to the Property, or any of the contents by reason of fire, act of God, the elements, or any other cause, excluding gross negligence or willful misconduct, but including negligence of the Lessor or its directors, officers, employees, or agents, that could have been insured against under the terms of customary fire and extended coverage insurance

policies. Lessor shall not be liable to Lessee for any inconvenience or loss to Lessee in connection with any repair, maintenance, damage, destruction, restoration, or replacement referred to in this Lease. Lessor shall not be obligated to insure any of Lessee's goods, furniture, or otherwise be liable for any damage to or destruction of any of the foregoing.

Article 8. Hotel Occupancy Data

Lessee agrees to record at the point of rental, in a method and on a form approved by the City Manager of Lessor: the number of customers staying in Bastrop hotels, motels, VRBOs, or bed and breakfasts (collectively, "Hotels"). The information collected, if appropriate, allows the lessee an opportunity to request Hotel Occupancy Tax funds. A failure to comply with this section of the lease constitutes default of the lease.

Article 9. Condemnation

10.01. Total: If the whole of the Leased Premises is taken by eminent domain, then this Lease shall terminate as of the date the title vests in the proceeding.

10.2 Partial: If a portion of the Leased Premises is taken by eminent domain, and the partial taking renders the remaining portion unsuitable for the business of the Lessee, then this Lease shall terminate. If the partial taking is not extensive enough to render the premises unsuitable for the business of the Lessee, then this Lease shall continue in effect, except that the fixed monthly rent amount shall be reduced and adjusted in an appropriate manner.

10.3 Rent Payments: If this Lease is terminated as provided in this section, rent shall be paid up to the date that possession is taken by the condemning authority, and the Lessor shall make an equitable refund of any rent paid by the Lessee in advance.

10.4 Division of Award: The Lessor and the Lessee shall each be entitled to receive and retain separate awards, or portions of lump sum awards, as are allocated to their respective interests in the condemnation proceeding. The termination of this Lease under this Paragraph shall not affect the rights of the respective parties to such awards.

Article 11. Damage by Casualty

11.1. The Lessee shall give immediate verbal notice, and prompt written notice to the Lessor of any damage caused to the Leased Premises by fire or other casualty.

11.2. If the Leased Premises are damaged by casualty and can be restored within 30 days, Lessor will, at its expense, restore the Leased Premises to substantially the same condition that existed before the casualty and Lessee will, at its expense, replace any of its damaged furniture, fixtures, and personal property and restore any authorized leasehold improvements installed by Lessee. If Lessor fails or is unable to complete the portion of the restoration for which Lessor is responsible within 30 days from the date of written notification by Lessee to Lessor of the casualty, Lessee may terminate this lease by written notice delivered to Lessor before Lessor completes Lessor's restoration obligations.

11.3. Any insurance or risk pool coverage against casualty loss which may be carried by either the Lessor or the Lessee shall be under the sole control of the party carrying the insurance or risk pool coverage, and the other party shall have no interest in any proceeds thereof. Lessor and Lessee expressly waive any cause of action or right of recovery which either of them may have against the other for any loss or damage to the Leased Premises or to the contents caused by fire, explosion, or other risk covered by the casualty insurance or risk pool coverage.

Article 12. Assignment and Subletting

Lessee may not assign this Lease or sublet the Leased Premises without prior written consent of the Lessor. Any such unauthorized assignment or subletting shall constitute a default.

Article 13. Events of Default and Remedies

13.1. Default: The following events shall be events of default by the Lessee under this Lease:

A. The Lessee fails to pay when due any rental or any other sums or charges due under this Lease.

B. The Lessee fails to comply with any other term, provision, or covenant of this Lease, and does not cure the failure within 30 days after written notice to the Lessee. For any subsequent default by the Lessee for the same or any other reason, the Lessor may terminate the Lease if that subsequent default continues for more than three days after notice of the subsequent default.

C. The Lessee commences, or another party commences against the Lessee, proceedings in bankruptcy, for reorganization, or for the readjustment or arrangement of its debts under the bankruptcy laws of the United States or under any other law. The acceptance by the Lessor of the Lessee's monthly payments subsequent to the occurrence of this event of default, or that set forth in subparagraph E below, shall be as compensation for use and occupancy of the Leased Premises, and shall in no way constitute a waiver by the Lessor of its right to exercise any remedy provided for any event of default.

D. A receiver or trustee is appointed for all or substantially all of the assets of the Lessee.

E. The Lessee abandons or vacates all or any substantial portion of the Leased Premises for more than 30 consecutive days during the periods of conducting its authorized activities under paragraph 3.01.

13.2. Remedies: Upon the occurrence of any of the events of default, the Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

A. Terminate this Lease. In this event the Lessee shall immediately surrender the Leased Premises to the Lessor, and if the Lessee fails to do so, the Lessor may enter and take possession of the Leased Premises and remove the Lessee and any other person occupying the premises, without prejudice to any other remedy it may have for possession or arrearages in rent, and without being liable for any resulting damages. The Lessee agrees to pay to the Lessor the amount of all resulting costs, losses and damages incurred by the Lessor within 30 days of the Lessor's issuance of a statement to the Lessee.

B. Relet the Leased Premises to any lawfully approved tenant and receive the rent. The Lessee agrees to pay to the Lessor any resulting costs, and any deficiency that may arise by reason of reletting, within 30 days of the Lessor's issuance of a statement to the Lessee.

C. The Lessor's pursuit of any of these remedies will not preclude pursuit of any other remedies provided under this Lease or by law, nor will pursuit of any remedy constitute a waiver of any rent due to the Lessor or of any damages caused to the Lessor by any violation of this Lease by the Lessee. Any failure by the Lessor to enforce a remedy upon an event of default shall not be deemed to constitute a waiver of the default or of the Lessor's right to insist on strict compliance with this Lease.

13.3. Attorney Fees: If it becomes necessary for the Lessor to employ an attorney to enforce or defend any of the Lessor's rights or remedies because of any breach or default by the Lessee under this Lease, the Lessee agrees to pay all reasonable attorney's fees incurred by the Lessor, within 30 days of the Lessor's issuance of a statement for the fees to the Lessee.

Article 14. Prohibited Use

Lessee shall not use or permit any other party to use any part of the Leased Premises for any purpose not authorized in this Lease. Lessee shall not do or permit anything to be done in or about the Leased Premises, or bring or keep or permit anything to be brought to or kept therein, which is prohibited by or which will in any way conflict with City's insurance, any law, statute, ordinance or governmental rule or regulation now in force or hereafter enacted or promulgated. Lessee shall not cause, maintain, or permit any nuisance in, on or about the Leased Premises or commit or suffer to be committed any waste to, in or about the Leased Premises. Lessee additionally agrees that the Leased Premises shall only be used in compliance with this Lease, and in the interest of avoidance of waste. Lessee further agrees that should Lessee for whatever reason allow the Leased Premises to remain in a state of abandonment, the penalty of such shall be rescission of this lease.

Article 15. Holding Over

If Lessee does not vacate the Leased Premises following termination of this Lease, Lessee will become a tenant at will and must vacate the Premises on receipt of notice from Lessor. No holding over by Lessee, whether with or without the consent of Lessor, will extend the Term.

During the period of holding over the Lessee shall be liable for the payment of rent on a prorated basis equal to two times the annual rent in effect as of the last lease term before the lease termination date.

Article 16. Mechanic's Liens

Lessee shall not permit a mechanic's lien or other lien to be placed upon the Leased Premises or the improvements constituting a part thereof.

Article 17. City's Access

Lessor shall have the right, at all reasonable times during the Term of the Lease or any extension to enter the Leased Premises to inspect the condition thereof, to determine if Lessee is performing its obligations, to cure any defaults of Lessee hereunder that Lessor elects to cure, and to remove any improvements or property placed on the Leased Premises in violation of this Lease.

Article 18. Legal Interpretation and Severability

Each paragraph and provision hereof is severable from the entire Lease and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect. Any clause or provision of this Lease found to be illegal, invalid, or unenforceable; under the present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable. All obligations of either party requiring any performance after the expiration of the Term shall survive the expiration of the Term and shall be fully enforceable in accordance with those provisions pertaining thereto. Section titles are for convenient reference only and shall not be used to interpret or limit the meaning of any provision of this lease.

Article 19. Miscellaneous

19.1. Words and Phrases: When the singular number is used in this Lease, it will include the plural when appropriate, and the neuter gender will include the feminine and masculine genders when appropriate.

19.2. Amendment: This Lease may be amended only by an instrument in writing signed by both parties.

19.3. Waiver: Either party's failure to insist at any time on the strict performance of any covenant or agreement, or such party's failure to exercise any option, right, power or remedy contained in this Lease, shall not be construed as a waiver or a relinquishment thereof for the future. The waiver of or failure to seek redress for any violation of any term, covenant, or condition contained in this Lease shall not prevent a subsequent act from being a violation. A party shall be considered to have waived a provision of this Lease only if specifically expressed in writing signed by such party. No expressed waiver shall affect any matter other than the one specified in the waiver and only for the time and in the manner specifically stated.

19.4. Force Majeure: Whenever a period of time is prescribed for action to be taken by the Lessor, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes beyond the reasonable control of the Lessor shall be excluded from the computation of any such period of time.

19.5. No Joint Venture: This Lease shall not be construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties. The only relationship between the parties is only that of Lessor and Lessee.

19.6. Law and Venue: The parties agree that the laws of the State of Texas shall govern this Lease and that exclusive venue for enforcement of this Lease shall lie in Bastrop County, Texas.

19.7. Notice: Each notice required or permitted to be given hereunder by one party to the other shall be in writing with a statement therein to the effect that notice is given pursuant to this Lease, and the same shall be given and shall be deemed to have been delivered, served and given if placed in the United States mail. Postage prepaid, by United States registered or certified mail, return receipt requested, addressed to such party at the address provided for such party herein. Wherever any notice is required or permitted under this Lease, the notice shall be in writing and sent by certified mail, return receipt requested, addressed to the respective party at the following addresses. The Lessee shall provide the Lessor with advance written notice of any change in its address.

Lessor:

City of Bastrop
Attention: City Manager
1311 Chestnut Street
Bastrop, Texas 78602

Point of Contact for the City of Bastrop:
Director of Public Works or Designee
1311 Chestnut Street Bastrop, Texas 78602
Phone # 512 332-8920

Lessee:

Mike's Bikes
Attention: Jason Hernandez

Point of Contact for Mike's Bikes, LLC:

EXECUTED to be effective as of _____ 2024.

Jason Hernandez
Mike's Bikes, LLC

Date

Sylvia Carrillo-Trevino, City Manager
City of Bastrop, Texas

Date

EXHIBIT "A"



Exhibit B

Tuesday to Saturday 10am to 7pm

DRAFT

Exhibit C

Year 1	\$125.00
Year 2	XX
Year 3	XX
Year 4	XX
Year 5	XX

DRAFT