

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



July 23, 2024
Regular City Council Meeting at 6:30 PM

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

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

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE** - Juniper and Mac Moore, Bastrop Opera House Youth Academy

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

4. PRESENTATIONS

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

1. Presentation of a Certificate of Appreciation for outgoing City Secretary, Ann Franklin.

4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing July 23, 2024, as Ivy and Darrel Carroll Day.

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

5. WORK SESSIONS/BRIEFINGS

5A. Receive presentation of the Proposed FY 2025 Budget and announce that the Public Hearing on the FY 2025 budget will be held on September 10, 2024, at 6:30pm at City Hall 1311 Chestnut Street.

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

5B. Update on the Hotel Occupancy Tax Taskforce Meeting

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

6. STAFF AND BOARD REPORTS

6A. Receive presentation on the unaudited Monthly Financial Report for the period ending June 30, 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 July 9, 2024, Regular meeting.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve Resolution R-2024-96 of the City of Bastrop, Texas, amending Exhibit A of Resolution No. R-2024-76 to include Colliers Engineering and Design under the General Engineering section; providing for a repealing clause; and establishing an effective date.

8C. Consider action to approve the second 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

9. ITEMS FOR INDIVIDUAL CONSIDERATION

9A. Consider and act in support of a Bastrop County project in the Capital Area Metropolitan Planning Organization (CAMPO) 2050 Regional Transportation Plan

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

9B. Consider and act on Resolution No. R-2024-91 regarding the Bridging Bastrop Board.

Submitted by: Councilmembers Cynthia Sanders-Myer and Kevin Plunkett

9C. Consider action to approve Resolution No. R-2024-97 approving an Interlocal Agreement between the City of Bastrop and the City of Round Rock for Joint and Cooperative Purchasing; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Doug Haggerty, Fleet Manager

9D. Consider action to approve Resolution No. R-2024-87 of the City Council of the City of Bastrop, Texas, approving the Financial Management Policy, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

Submitted by: Edi McIlwain, Chief Financial Officer

[9E.](#) Consider action to approve Resolution No. R-2024-88 of the City Council of the City of Bastrop, Texas approving and adopting the Investment Policy and Investment Strategies attached as Exhibit A; approving the list of Qualified Brokers attached as Exhibit B; making various provisions related to the subject; and establishing an effective date.

Submitted by: Edi McIlwain, Chief Financial Officer

[9F.](#) Consider action to approve Resolution No. R-2024-89 approving the City of Bastrop Purchasing Policy, which is attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

Submitted by: Edi McIlwain, Chief Financial Officer

[9G.](#) Consider action to approve Resolution No. R-2024-98 of the City Council of the City of Bastrop, Texas for the release of land from the city's extraterritorial jurisdiction upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

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

[9H.](#) Consider action to approve Resolution No. R-2024-99 of the City Council of the City of Bastrop, Texas denying the release of land from the city's extraterritorial jurisdiction and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

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

[9I.](#) Consider action to approve the first reading of Ordinance No. 2024-21 of the City Council of the City of Bastrop, Texas amending Appendix A – Fee Schedule, Section A14.01.001 – Subdivision, Public Improvement Inspections; establishing a repealing clause; providing severability; and providing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

[9J.](#) Consider action to approve Resolution No. R-2024-92 of the City Council of the City of Bastrop, Texas, awarding and approving a contract for solid waste and recycling services with Texas Disposal Systems, Inc.; authorizing the execution of all necessary documents; providing for severability; providing for repealer; providing an effective date; and providing for proper notice & meeting.

Submitted by: Andres Rosales, Assistant City Manager

[9K.](#) Consider action to approve Resolution No. R-2024-73 of the City Council of the City of Bastrop, Texas, approving and authorizing execution of the first amendment to the Viridian Development Agreement between the City of Bastrop and Continental Homes of Texas, L.P., regarding the Valverde Development; providing for severability; providing for repeal; and providing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

- 9L. Consider action to approve Resolution No. R-2024-95 of the City Council of the City of Bastrop, Texas; approving the execution of a contract with C.C. Carlton Industries, LTD., in the amount not to exceed Three Million, One Hundred Ninety-Nine Thousand, Seven Hundred Seventy-Eight, and Fifty-Three Cents (\$3,199,778.53); for the construction of an off-site wastewater line related to the Valverde Development; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Andres Rosales, Assistant City Manager

- 9M. Consider and act on a request for Hotel Occupancy Tax (HOT) Funds in the amount of \$50,000 for the Bastrop County African American Museum & Freedom Colonies Museum.

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

- 9N. Consideration, discussion and possible action regarding the City Secretary's submission of a Charter amendment petition to the City Council and certifying as to the sufficiency and compliance of the petition with the provisions in Local Government Code, Title 22, Subtitle A, Chapter 9.

Submitted by: Ann Franklin, City Secretary

- 9O. Discussion regarding propositions addressed by the Charter Review Commission.

Submitted by: Alan Bojorquez, City Attorney

- 9P. Consider action to approve second reading of Resolution No. 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

10. EXECUTIVE SESSION

- 10A. City Council shall convene into closed executive session pursuant to Sections 551.074 and 551.074 of the Texas Government Code to seek the advice of legal counsel and to discuss the contract of the Presiding Municipal Judge.
- 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 adjacent to Gills Branch within the City of Bastrop.
- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code Section 551.071 and .072 to seek the advice of legal counsel regarding an amendment to the lease terms outlined in the Letter of Intent between the City of Bastrop and the African American Cultural Center.

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

12. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, July 19, 2024, at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Ann Franklin
Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: July 23, 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 23, 2024

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory 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 salutory 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 23, 2024

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, City Manager

POLICY EXPLANATION:

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

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

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

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



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas recognizing July 23, 2024, as Ivy and Darrel Carroll Day.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

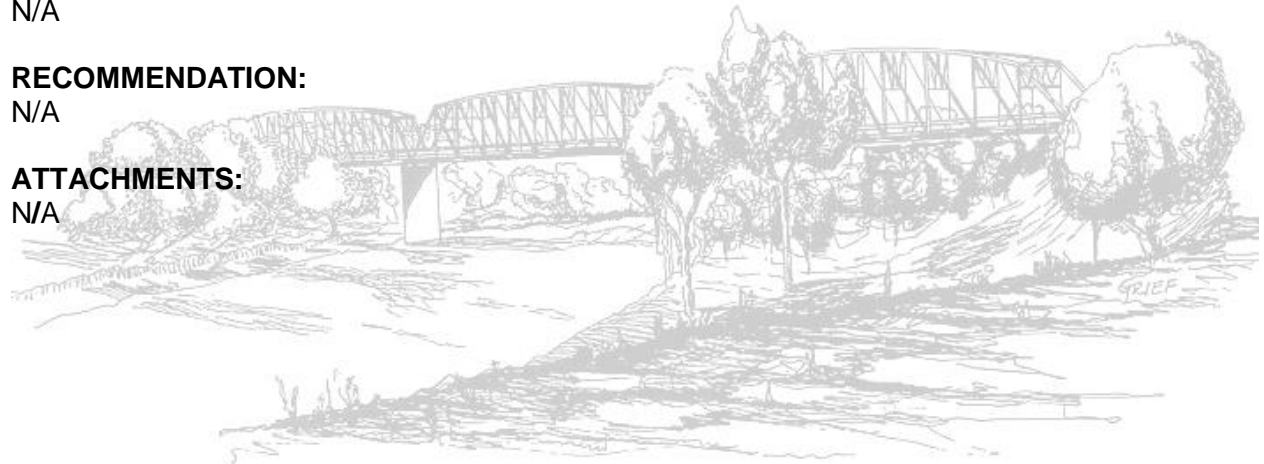
N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A





PROCLAMATION



WHEREAS, Ivy and Darrell Carroll have graciously given free backpacks and school supplies for over 30 years; and

WHEREAS, they have provided thousands of children with the necessary supplies to be successful in school; and

WHEREAS, in 2024, they will provide backpacks and supplies to more than 900 children.

NOW, THEREFORE, I, Sylvia Carrillo-Trevino, City Manager of the City of Bastrop, Texas, do hereby proclaim Tuesday, July 23, 2024, as:

Ivy and Darrell Carroll Day

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

Sylvia Carrillo-Trevino, City Manager



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Receive presentation of the Proposed FY 2025 Budget and announce that the Public Hearing on the FY 2025 budget will be held on September 10, 2024, at 6:30pm at City Hall 1311 Chestnut Street.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, City Manager, ICMA-CM, CPM
Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The commencement of this budget started in January 2024. With cooperation from all departments and feedback from City Council during the July 2, 2024 workshop, this proposed budget is being presented with City Council priorities in mind, incorporating as many new requests as feasible.

There are two budget workshops scheduled with City Council, August 21st and 22nd, to discuss the contents of this proposed budget and come to a final budget document that will be adopted on September 17, 2024, or before.

City Charter

- Sec. 6.02 The City Manager, at least thirty (30) days prior to the commencement of the fiscal year, shall prepare and submit a budget to the Council.
- Sec. 6.04 At the Council meeting at which time the budget is submitted, the Council shall, in conformance with the requirement of state law, name the date, time and place of a public hearing and shall cause to be published the date, time and place thereof.



Briefing

MEETING DATE: July 23, 2024

TITLE:

Update on the Hotel Occupancy Tax Taskforce Meeting

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

On April 9, 2024, council created an ad hoc committee consisting of 2 council members (Plunkett and Myer) and several community members with occupancy tax and marketing experience. The committee consisted of:

- Olga Maystruk, Lost Pines Art Center
- Debby Denny, Media
- Lee Harrel, Visit Bastrop
- Irby Morvant, Hyatt Lost Pines & Visit Bastrop
- Councilmember Myer
- Councilmember Plunkett

The first meeting was held on April 17, 2024, and after several bi-weekly meetings to review operational expenses, seek to identify any redundancies, seek to improve collaboration, the group was able to identify needs of the Community Assets (Museum, Art Center, Opera House, etc) that Visit Bastrop could assist with, and also discuss the operational expenses of each of the entities. Visit Bastrop will refocus its proposed \$1.116M budget by reducing operational expenses and dedicating more of its budget to the core mission of marketing.

Additionally, the contract for Visit Bastrop is proposed to be amended by adding several points that protect the public's interest. Those include:

1. **Board Operations:** The Board of Directors shall meet at least 7 times per year. The Board of Directors will receive routine updates on the organization's operations. While the Board may have an Executive Committee, the entire Board shall receive full briefings from staff.
2. **Fully Staffed Board:** The Board of Directors shall diligently strive to maintain a complete Board by dutifully filling vacancies in a prompt and timely manner. There shall be a disinclination to allow vacant positions to linger. Recruitment, appointment, onboarding and training will be a priority for the Board of Directors.

3. **Board Education:** The Board of Directors shall receive training at least annually on the following topics: Open Meetings, Open Records, Ethics, and Best Practices for service on nonprofit boards.
4. **Open Meetings:** The Board of Directors shall comply with the Texas Open Meetings Act for all Board Meetings; including posting deadlines, public posting of meetings on both the Visit Bastrop site and the City of Bastrop site.
5. **Open Records:** Visit Bastrop shall comply with the Texas Public Information Act, including securing records that are to be made available to the public at large.
6. **Budget:** Visit Bastrop shall have an annual operating budget, which shall be a public document. All expenditures by Visit Bastrop shall be in accordance with the annual operating budget. A copy of the budget shall be submitted to the City along with any proposed amendments in advance of approval.
7. **Annual Audit:** Visit Bastrop shall have an annual financial audit of its accounts performed by an independent Certified Public Accountant (CPA) who is not engaged to perform any routine bookkeeping or financial management services for Visit Bastrop. The annual audit report shall be submitted to the City and shall be a public document.
8. **Bylaws:** The Bylaws for the Board of Directors shall be submitted to the City Manager along with any proposed amendments in advance of approval.
9. **Financial Policies:** The Financial Policies of Visit Bastrop shall mirror or as closely mirror the City's and be submitted to the City Manager along with any proposed amendment in advance of approval by the City Council.
10. **Personnel Policies:** The Personnel Policies of Visit Bastrop shall mirror or as closely mirror the City's and be submitted to the City Manager along with any proposed amendments in advance of approval by the City Council.
11. **Monthly Reports:** Visit Bastrop will submit written monthly reports to the City Manager summarizing services performed under the new agreement, including relevant performance measures (benchmarks) and alignment to the budget.
12. **Quarterly Reports:** Visit Bastrop will submit in-person quarterly reports to the City Council summarizing services performed under the new agreement, including relevant performance measures (benchmarks).
13. **Benchmarks:** Benchmarks and other expectations of Visit Bastrop by the City Council shall be clearly stated and incorporated into the annual budget prior to adoption. Agreed performance measures to those benchmarks shall be clear and quantifiable.

In summary, the group assisted in balancing the HOT fund FY 2025 proposed budget, identified redundancies, and improved communication and possible cross collaboration.

FISCAL IMPACT:

None

RECOMMENDATION:

Direct staff to amend the Visit Bastrop contract for FY 25.

ATTACHMENTS:

1. HOT summary budget (not considered final until approved by the Council at budget adoption)



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending June 30, 2024.

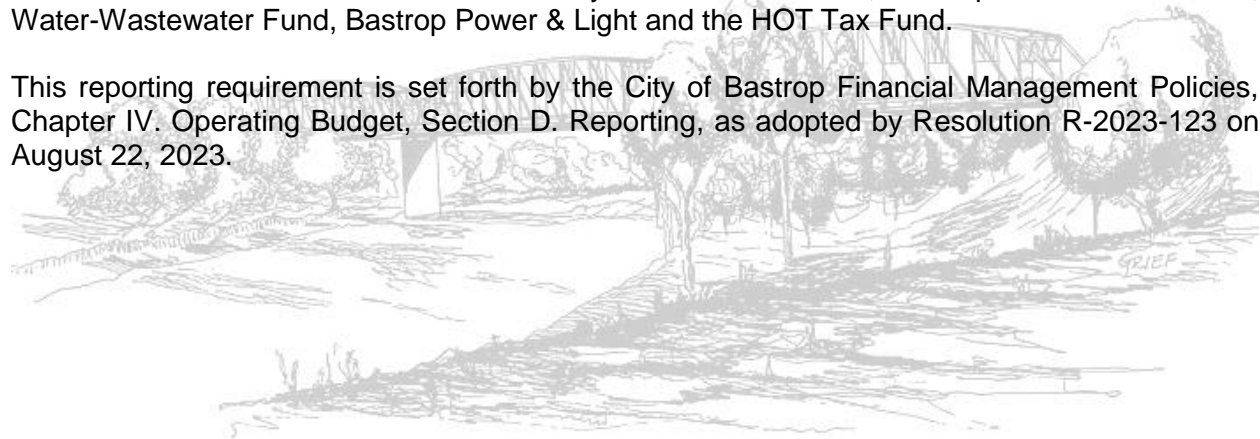
AGENDA ITEM SUBMITTED BY:

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.





STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve City Council minutes from the July 9, 2024, Regular meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

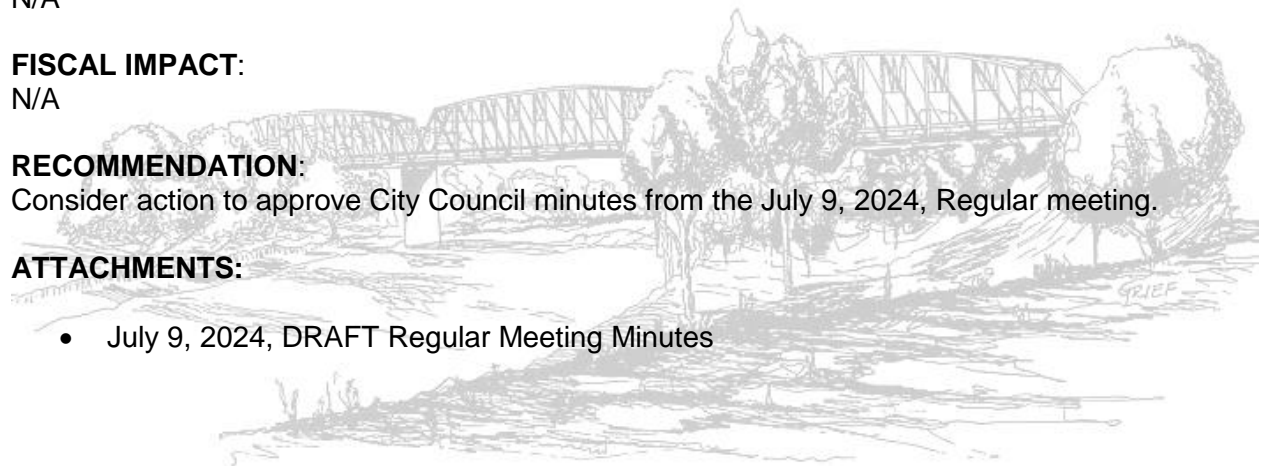
N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the July 9, 2024, Regular meeting.

ATTACHMENTS:

- July 9, 2024, DRAFT Regular Meeting Minutes



JULY 9, 2024

The Bastrop City Council met in a regular meeting on Tuesday, July 9, 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 Meyer, Lee, Fossler, and Plunkett. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO O

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

PLEDGE OF ALLEGIANCE

The Mayor and Council led the pledges.

INVOCATION

Mayor Pro Tem Kirkland, gave the invocation

PRESENTATIONS

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

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
Presentation was given 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

Nicole DeGuzman – Bastrop County Historical Society (Visitors Center)
Nicole DeGuzman - Bastrop County Historical Society (Museum)
Lisa Holcomb – Bastrop Opera House
Chloe Breville - Lost Pines Art Center

- B. General Fund – Community Partners

Ashley Rebel - Bastrop Cats Anonymous TNR Society
Tresha Silva – Bastrop County Emergency Food Pantry
Stewart Green – Bastrop County First Responders
Sheila Lowe – Bastrop County Long Term Recovery Team
Kathy Hensen - Bastrop County Women Shelter
Jennifer Bezner - Bastrop Pregnancy Resource Center
Meagan Webb - Children’s Advocacy Center of Bastrop County

Karen Walpole - Combined Community Action, Inc.
Kristi Bauer - Court Appointed Special Advocate (CASA)
Jonah Beyer - Feed the Need
Terry Stringer - Hands Up Ministry
Laurie Mason - Pines and Prairies Land Trust

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
Presentation was made 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
Presentation was made by Edi McIlwain, Chief Financial Officer.

CITIZEN COMMENTS

SPEAKERS

Ann-Marie McDaniel
111 Spring Br.
Bastrop, TX 78602

Teresa Gonzalez
620 Barbara Way
Bastrop, TX 78602
(512)629-5752

Mayor Nelson recessed the Council Meeting at 7:17 p.m.

Mayor Nelson called the Council Meeting back to order at 7:25 p.m.

CONSENT AGENDA

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

- 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

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

A motion was made by Council Member Lee to approve the first reading of Resolution No. R-2024-79 with changes as discussed and direction to staff to bring back clean copy for final reading on July 23, 2024, seconded by Council Member Plunkett, motion was approved on a 4-1 vote. Council Member Fossler voted nay. Those voting aye were: Mayor Pro Tem Kirkland and Council Members Lee, Meyer, and Plunkett.

The following items are being brought back for final reading.

Section 4.7 – Citizen Comments

- When citizens can speak regarding an agenda item
Citizen Comments - Citizens are allowed to sign up to speak up until the start of Citizen Comments. (remove City Council and replace with Citizen Comments)

Section 2.2 Meetings Shall be in Compliance

- Add language related to a series of communications that create a quorum
Changes accepted.

Section 3.5 – Discussion and Debate

- Change council discussion time from 10 minutes to 5 minutes
This change was accepted.

Article 4 – Agenda Order

- Add draft agenda to Council on Monday before the Thursday posting
Accepted.

The following items were not accepted.**Section 2.10 Quorum**

- Change 4 to 3 match the Charter
No changes.

Section 3.2 – Model Format for Agenda Discussion

- Add allowing council discussion before a motion
Changes Removed

Section 3.22

Not accepted, no language change.

Section 1.24 being taken out**Article 4 – Agenda Order**

- Add draft agenda to Council on Monday before the Thursday posting
No action needed, repetitious language on presentation.

Section 4.4 – Presentations

- Presentations can be read by the Mayor, Staff, or Council
Not accepted.

Section 3.12 – Council May Discipline its Own Members

- Create/Clarify Council's ability to override an ethics commission decision
Withdrew changes

Article 4 – Agenda Order

- Council shall receive a draft agenda on Monday
No action needed, repetitious language on presentation.

Section and 5.3 – Rules Governing Citizen Comments

- Limits time/Amount/Ceding of time
Changes not accepted.

- 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

Presentation was made by Edi McIlwain, Chief Financial Officer.

A motion was made by Council Member Meyer to approve Resolution No. R-2024-86, seconded by Council Member Fossler, motion was approved on a 4-0 vote. Council Member Lee was off the dais.

- 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

Presentation was made by Andres Rosales, Assistant City Manager.

Public hearing opened.

Public hearing closed.

A motion was made by Council Member Plunkett to approve the first reading of Ordinance No. 2024-22, seconded by Mayor Pro Tem Kirkland, motion was approved on a 4-0 vote. Council Member Lee was off the dais.

- 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

Presentation was made by Andres Rosales, Assistant City Manager.

Public hearing opened.

Public hearing closed.

A motion was made by Mayor Pro Tem Kirkland to approve Resolution No. R-2024-82, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 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

Presentation was made by Andres Rosales, Assistant City Manager.

A motion was made by Council Member Meyer to approve Resolution No. R-2024-83, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

- 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

Presentation was made by Andres Rosales, Assistant City Manager.

SPEAKER

Adam Gregory

11400 Hunters Grid Rd

Creedmoore, TX

A motion was made by Council Member Meyer to approve Resolution No. R-2024-80, seconded by Council Member Fossler, motion was approved on a 5-0 vote.

- 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

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-2024-81, seconded by Council Member Plunkett, motion was approved on a 4-1 vote. Council Member Lee voting nay.

- 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

Presentation was made by Andres Rosales, Assistant City Manager

A motion was made by Council Member Fossler to approve Resolution No. R-2024-84, seconded by Council Member Plunkett, motion was approved on a 5-0 vote.

- 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 feet 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.

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

A motion was made by Council Member Plunkett to approve Resolution No. R-2024-85, seconded by Council Member Lee, motion was approved on a 5-0 vote.

- 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
A motion was made by Council Member Plunkett to approve with amendment to Section 7 to include a three-quarter majority vote will determine whether a motion passes or fails, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.

Section 7 shall read:

The Charter Commission shall comply with rules of the City Council and Boards and Commissions except that a three-quarter majority vote determines whether a motion passes or fails.

EXECUTIVE SESSION

The City Council met at 11:00 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072 to seek 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.

Mayor Nelson recessed the Executive Session at 11:35 p.m.

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

Adjourned at 11:36 p.m. without objection.

APPROVED:

ATTEST:

Mayor Lyle Nelson

City Secretary Ann Franklin

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



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve Resolution R-2024-96 of the City of Bastrop, Texas, amending Exhibit A of Resolution No. R-2024-76 to include Colliers Engineering and Design under the General Engineering section; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

On June 25, 2024, Staff presented Resolution R-2024-76 with Exhibit A to City Council. During later review of Exhibit A, it was noted that Colliers Engineering & Design was inadvertently left off the Exhibit A list when transcribed from the evaluation forms to the resolution draft. Staff request to amend the Exhibit A List of Firms, under General Engineering to add Colliers Engineering & Design.

FISCAL IMPACT:

None.

RECOMMENDATION:

Recommend the approval of Resolution No. R-2024-96 amending Resolution No. R-2024-76.

ATTACHMENTS:

1. Resolution No. R-2024-96
2. Executed copy of Resolution No. R-2024-76

CITY OF BASTROP

RESOLUTION NO. R-2024-96

RESOLUTION AMENDING EXHIBIT A OF RESOLUTION NO. R-2024-76

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS,
AMENDING EXHIBIT A OF RESOLUTION NO. R-2024-76
TO INCLUDE COLLIERS ENGINEERING AND DESIGN
UNDER THE GENERAL ENGINEERING SECTION;
PROVIDING FOR A REPEALING CLAUSE; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City approved Resolution No. R-2024-76, which included a list of engineering firms selected from the response to the Request for Qualifications (RFQ) for indefinite delivery, indefinite quantity (IDIQ) engineering services (RFQ # 2024-101-002); and

WHEREAS, one additional firm, Colliers Engineering and Design, was selected and intended to be included on the list under “General Engineering” in Exhibit A to Resolution No. R-2024-76.

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

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

Section 2: The Council amends Exhibit A to Resolution No. R-2024-76 to include Colliers Engineering and Design under the General Engineering section, as a respondent for potential selection for contracts on future projects, consistent with the negotiation and approval process as stated in Section 3 of Resolution No. R-2024-76.

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 23rd day of June 2024.**

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP

RESOLUTION NO. R-2024-76

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

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

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

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

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

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

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

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

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

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

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

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

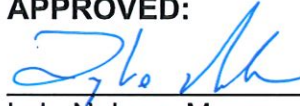
Section 4: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

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

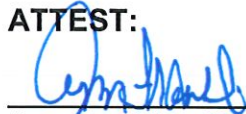
DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 25th day of June 2024.

APPROVED:



Lyle Nelson, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

Rezon Pullum, Assistant City Attorney

EXHIBIT A
List of Firms

General Engineering:

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

Environmental:

Freese and Nichols, Inc.
ECS Southwest, LLP.

Land Surveying:

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

Geotechnical:

Raba Kistner, Inc.
ECS Southwest, LLP.

MEP Services:

EMA Engineering & Consulting, Inc.
Wylie Engineering

Project Management:

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

Fire Protection:

International Consulting Engineers (ICE)
Wylie Engineering



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Hold public hearing and consider action to approve the second 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') |

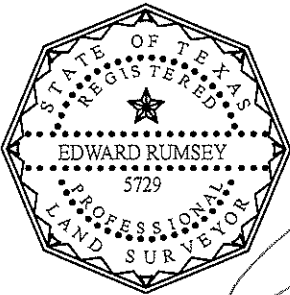
LEGEND

- 1/2" ROD FOUND
- 1/2" ROD W/CAP SET "ALLSTAR 5729"
- MAG NAIL SET
- WIRE FENCE
- RECORD INFORMATION
- UTILITY POLE
- DOWN GUY
- OVERHEAD UTILITY LINE(S)
- GAS WARNING SIGN
- INSIDE OF SUBJECT BOUNDARY
- OUTSIDE OF SUBJECT BOUNDARY
- POINT OF BEGINNING
- TREE
- MULTI-STEMMED TREE

| TREE LIST | |
|-------------------|--|
| 8" HACKBERRY | |
| 10" HACKBERRY (M) | |
| 8" HACKBERRY | |
| 11" HACKBERRY (M) | |
| 8" HACKBERRY | |
| 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.

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)

N 03°08'52" W 829.15'
(N 03°08'55" W 829.14')

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

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

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

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

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

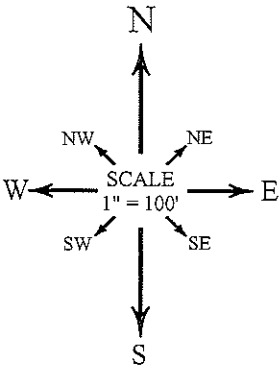


RESTRICTIONS

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.



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 | FIELDED 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 |

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;

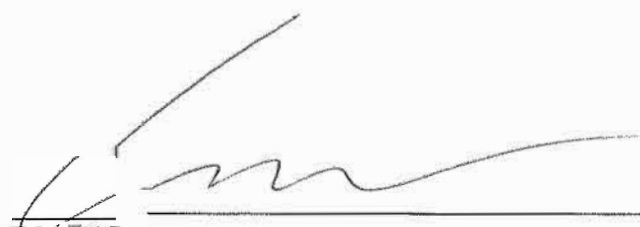
THENCE South 01 degrees 41 minutes 01 seconds East, along the westerly right-of-way line of said Farm to Market 969, along the easterly line of said 10.559 Acre Tract, 30.19 feet to an iron rod found, in said line, at the northeast corner of that certain Continental Homes of Texas, LP 399.878 Acre Tract,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

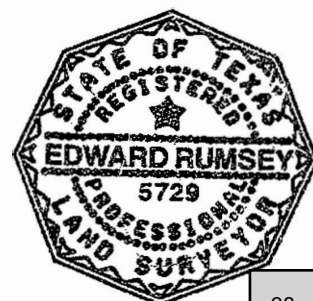
THIS LEGAL DESCRIPTION IS TO BE USED IN CONJUNCTION WITH THE ATTACHED SURVEY PLAT (BY SEPARATE INSTRUMENT), ONLY.



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 _____ §**

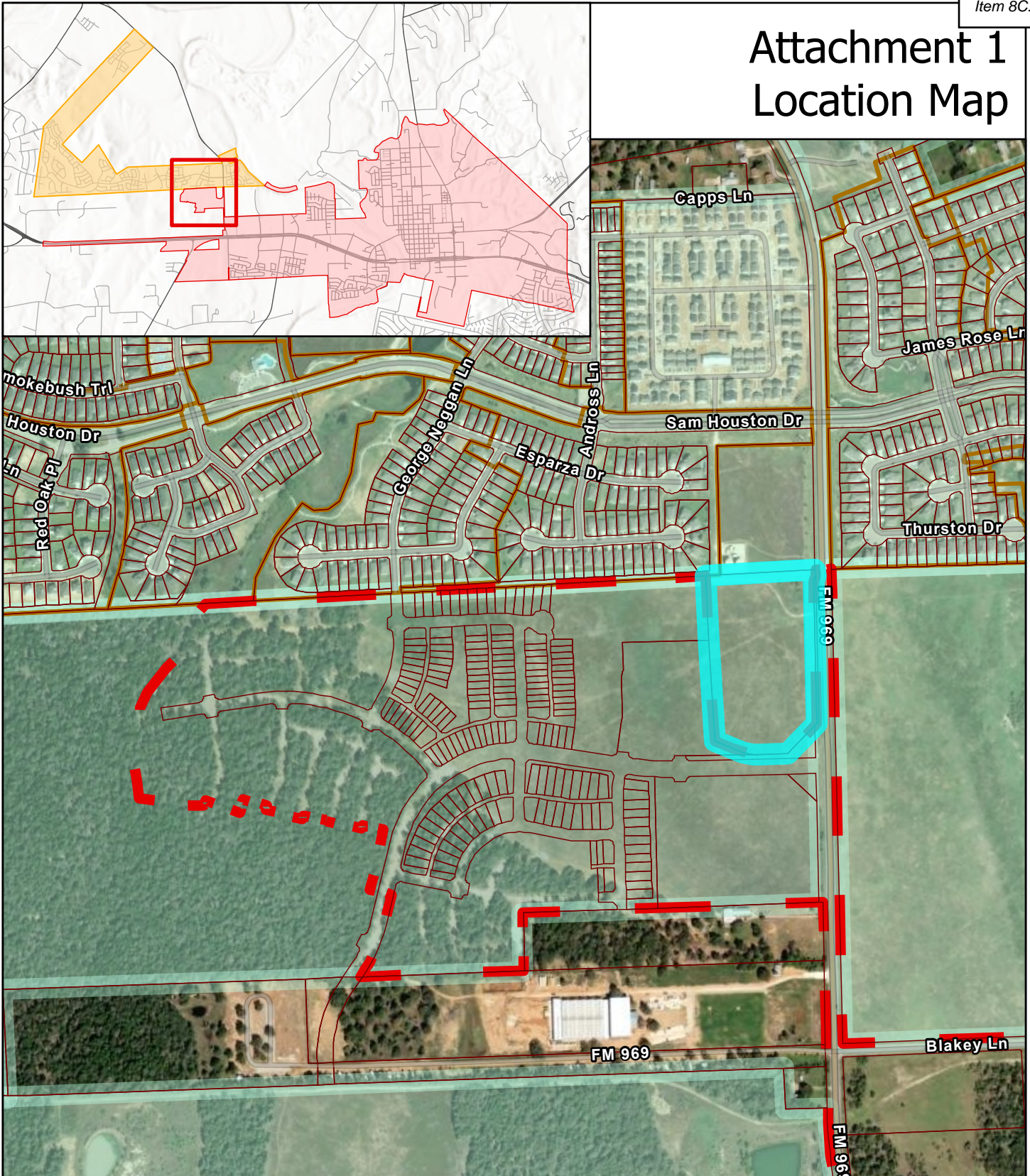
This instrument was acknowledged before me on the _____ day of _____, 2024, by
_____, _____ of SIS Bastrop, LLC, a ., a Texas limited liability company, on behalf of
said entities.

(SEAL)

Notary Public, State of Texas

EXHIBIT A
Property Description

Attachment 1 Location Map



Scale 1:8,200



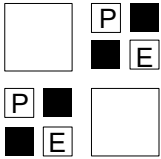
Voluntary Annexation FM 969 Retail Center Project

0 200 400 600 800 1,000 ft

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.

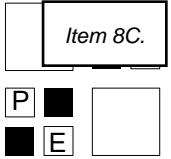
The map does not purport to depict the boundaries between private and public lands. This map is general in nature and is not suitable for navigational purposes.



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 23, 2024

TITLE:

Consider and act in support of a Bastrop County project in the Capital Area Metropolitan Planning Organization (CAMPO) 2050 Regional Transportation Plan

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

Bastrop County intends to submit the following project to the CAMPO 2050 RTP:

- Construction of a new bridge connecting SH 304 to Lovers Ln and an additional new connection from Lovers Ln to Technology Dr. The additional new connection from Lovers Ln to Technology Dr contains a segment that lies within the City of Bastrop. These improvements will be to a 2-lane undivided minor arterial standard, with a minimum 80' ROW.

The project enters into the City's jurisdiction in the Bastrop Business and Industrial Park.

From Commissioner Beckett:

"It is a matter of getting the project (a point-to-point connection) in the plan. This allows us to negotiate right-of-way and seek potential State and mostly Federal funding opportunities. Projects of this nature are looking for future funding opportunities through various calls for projects with typical match obligations of 20% and normally 100% of right-of-way and utility re-location costs. The challenge will initially be to just get the project shovel ready, which would be a feat in itself at this point. Normally projects will not score well or even be eligible for funding until the project has been through the NEPA process and preliminary engineering is done at a minimum. At that point both the City and County would need to agree to submit the project during a "Call" for projects."

FISCAL IMPACT:

No financial commitment at this time. The project could cost upwards of \$42M with much of that able to be secured through federal and state grants.

RECOMMENDATION:

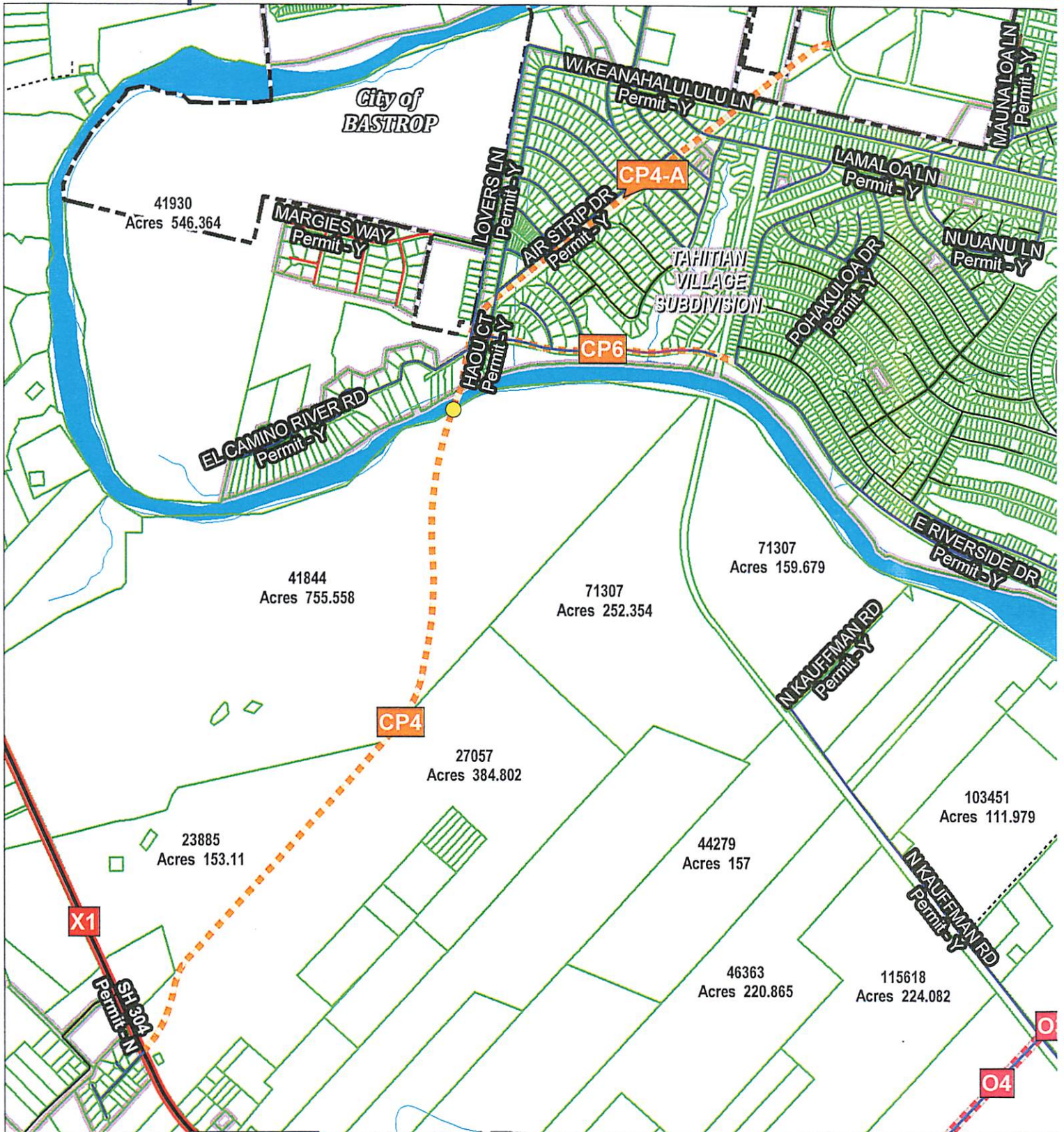
Provide the City Manager with direction to prepare a letter of support for the project.

ATTACHMENTS:

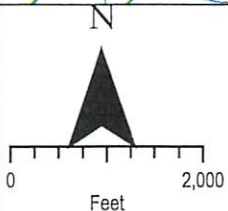
1. Proposed layout map for this project
2. Proposed layout map and list for all 2050 projects

Bastrop County Development Services

Bastrop County Item 9A.
NFIP Community
No. 481193



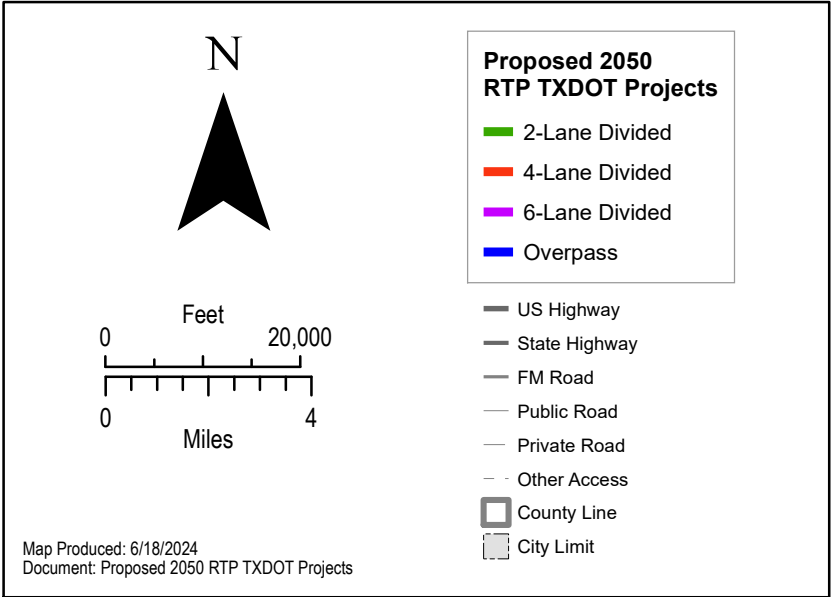
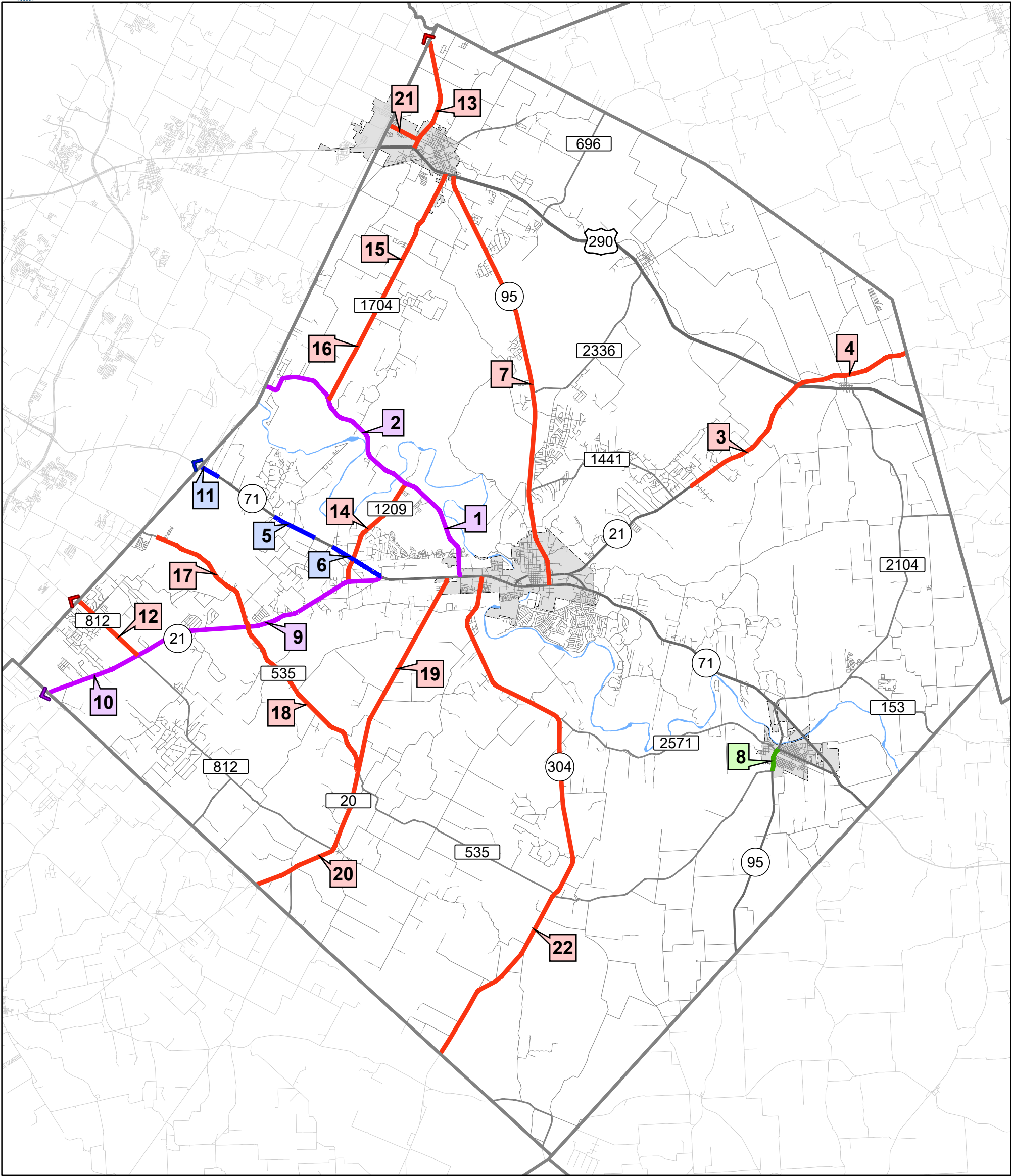
FEMA FIRM 1/6/2016
 FIRM Panel
 Floodway
 Zone: AE
 1% Chance Floodplain
 Zones: AE, AO, A
 0.2% Chance Floodplain
 Shaded Zone: X
 Minimal Flood Hazard
 Zone: X
 Lake or Pond
 Creek or Stream



Item 9A.

52

| DRAFT Proposed 2050 RTP TxDOT Projects - JUNE 2024 | | | | | | | | | | | | |
|--|----------|---------|---|--------------------------------------|-------------------------|-----------|---------------------|----------|--|--------------|------------------------------|--|
| County | Sponsors | Roadway | Description | Limits From | Limits To | Limits At | Length (Mileage) | Let Year | Estimated Total Cost 6.5% Inflation (Rounded - 1/2mil) | Project Type | Constrained/ Illustrative | Comments |
| Bastrop | TxDOT | FM 535 | Widen from 2-lane undivided to 4-lane divided | 900' east of Stony Point Drive | SH 21 | | 5.26 | 2030 | \$125,000,000 | Roadway | Constrained | Added to 2045 RTP list due to increased development pressure and safety issues along corridor. Upgrade to MAD 4 as consistent with Travis Co Pearce Ln project |
| Bastrop | TxDOT | FM 535 | Widen from 2-lane undivided to 4-lane divided | SH 21 | FM 20 | | 7.28 | 2040 | \$324,000,000 | Roadway | Illustrative | Added to 2045 RTP list due to increased development pressure and safety issues along corridor. Upgrade to MAD 4 as consistent with Travis Co Pearce Ln project |
| Bastrop | TxDOT | FM 20 | Widen from 2-lane undivided to 4-lane divided | SH 71/SH 21 | FM 535 | | 8.28 | 2030 | \$187,500,000 | Roadway | Constrained | Added to 2045 RTP list due to increased development pressure and safety issues along corridor. Upgrade to MAD 4 as consistent with 2023 BasCo TMP |
| Bastrop | TxDOT | FM 20 | Widen from 2-lane undivided to 4-lane divided | FM 535 | Bastrop/ Caldwell CL | | 6.43 | 2035 | \$199,500,000 | Roadway | Constrained | Added to 2045 RTP list due to increased development pressure and safety issues along corridor. Upgrade to MAD 4 as consistent with 2023 BasCo TMP |
| Bastrop | TxDOT | FM 1100 | Widen from 2-lane undivided to 4-lane divided | Travis/ Bastrop CL | SH 95 | | 1.26 | 2030 | \$29,000,000 | Roadway | Constrained | Addition to 2045 RTP list. Existing schematic for widening and prevelance of available ROW. Unsure of limits of TxDOT schematic. Placeholder limits: Travis/Bastrop CL - SH 95 |
| Bastrop | TxDOT | SH 304 | Widen from 2-lane undivided to 4-lane divided | SH 71/SH 21 | Bastrop/ Caldwell CL | | 21.99 | 2045 | \$1,243,000,000 | Roadway | Constrained | Carried over from 2045 RTP list; County corrected to Bastrop (listed with Burnet Co in 2045 RTP) and limits defined from SH 21 - Bastrop/Caldwell CL. Original limits were SH 21 - Gonzales CL |



| Project | Roadway/ Facility | Description | Limits From | Limits To | Limits At | Mileage | Let Year | Estimated Total Cost 6.5% Inflation |
|---------|----------------------|----------------|--------------------------------|-------------------------------|----------------|---------|-------------|--|
| 1 | FM 969 | 6-Lane Divided | SH 71/SH 21 | FM 1209 | | 4.58 | 2030 | \$170,500,000 |
| 2 | FM 969 | 6-Lane Divided | FM 1209 | Travis/Bastrop CL | | 7.65 | 2035 | \$390,000,000 |
| 3 | SH 21 | 4-Lane Divided | 0.70 mi E of FM 1441 | Old Hwy 20 E | | 6.89 | 2030 | \$168,500,000 |
| 4 | SH 21 | 4-Lane Divided | Old Hwy 20 E | Bastrop/Lee CL | | 3.42 | 2050 | \$294,500,000 |
| 5 | SH 71 | Overpass | | | Pope Bend Rd | 1.70 | 2027 | \$49,500,000 |
| 6 | SH 71 | Overpass | CR 206/Colorado Circle | SH 21 | FM 1209 | 2.20 | 2029 | \$47,500,000 |
| 7 | SH 95 | 4-Lane Divided | SH 21/Bastrop | US 290/Elgin | | 16.52 | 2040 | \$752,000,000 |
| 8 | SH 95 | 2-Lane Divided | LP 230 | FM 535 | | 0.92 | 2025 | \$11,500,000 |
| 9 | SH 21 | 6-Lane Divided | SH 71 | FM 812 | | 10.11 | 2030 | \$370,000,000 |
| 10 | SH 21 | 6-Lane Divided | FM 812 | SH 130 | | 7.70 | 2035 | \$386,000,000 |
| 11 | SH 71 | Overpass | 0.85 mi W of Tucker Hill Lane | 0.65 mi E of Tucker Hill Lane | Tucker Hill Ln | 1.48 | 2026 | \$57,500,000 |
| 12 | FM 812 | 4-Lane Divided | US 183 | SH 21 | | 10.20 | 2030 | \$255,500,000 |
| 13 | SH 95 | 4-Lane Divided | US 79 | US 290 | | 15.00 | 2040 | \$675,500,000 |
| 14 | FM 1209 | 4-Lane Divided | SH 21 | FM 969 | | 4.51 | 2035 | \$139,000,000 |
| 15 | FM 1704 | 4-Lane Divided | US 290 | Coon Neck Rd | | 6.20 | 2030 | \$156,500,000 |
| 16 | FM 1704 | 4-Lane Divided | Coon Neck Rd | FM 969 | | 3.61 | 2035 | \$125,000,000 |
| 17 | FM 535 | 4-Lane Divided | 900' east of Stony Point Drive | SH 21 | | 5.26 | 2030 | \$125,000,000 |
| 18 | FM 535 | 4-Lane Divided | SH 21 | FM 20 | | 7.28 | 2040 | \$324,000,000 |
| 19 | FM 20 | 4-Lane Divided | SH 71/SH 21 | FM 535 | | 8.28 | 2030 | \$187,500,000 |
| 20 | FM 20 | 4-Lane Divided | FM 535 | Bastrop/Caldwell CL | | 6.43 | 2035 | \$199,500,000 |
| 21 | FM 1100 | 4-Lane Divided | Travis/Bastrop CL | SH 95 | | 1.26 | 2030 | \$29,000,000 |
| 22 | SH 304 | 4-Lane Divided | SH 71/SH 21 | Bastrop/Caldwell CL | | 21.99 | 2045 | \$1,243,000,000 |

Bastrop County provides this map and data "as is" and assumes no liability for its completeness or accuracy. Information shown on this map is derived from public records that are constantly undergoing change and do not replace a site survey. This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider and act on Resolution No. 2024-91 regarding the Bridging Bastrop Board.

AGENDA ITEM SUBMITTED BY:

Submitted by: Councilmembers Cynthia Sanders-Myer and Kevin Plunkett

BACKGROUND/HISTORY:

On June 9, 2024, an item was presented to council regarding a name change for the Diversity, Equity, and Inclusion (DEI) Board to Bridging Bastrop Board.

Sheila Lowe, chair of the newly named Bridging Bastrop Board presented the item to Council.

Councilmember Lee made comments from the dais on what the public has considered harmful and unnecessary.

This resolution seeks to clarify that the comments made by Councilmember Lee do not reflect the council as a whole.

The City Council wishes to offer a heartfelt apology to Sheila Lowe, and offers this resolution as a first step in rectifying the matter and state the importance of volunteers and their value to the City of Bastrop.

FISCAL IMPACT:

None

RECOMMENDATION:

Approve Resolution No. 2024-91

ATTACHMENTS:

1. Resolution No. 2024-91

RESOLUTION NO. R-2024-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REGARDING CITY COUNCIL MEMBER CHERYL LEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has adopted certain Rules of Procedure, in Resolution No. R-2022-77, as amended, which includes Section 3.9 (Courtesy, Decorum and Order) and Section 3.12 (Council May Discipline its Own Members); and

WHEREAS, certain comments were made by City Council Member Cheryl Lee at the July 9, 2024 City Council meeting on Item 9G, regarding Resolution R-2024-81 approving the name change of the Diversity, Equity, & Inclusion Board to the Bridging Bastrop Board; and

WHEREAS, the City Council supports the work of the Bridging Bastrop Board and all City of Bastrop boards, committees, and commissions; and

WHEREAS, the City Council finds Council Member Lee's comments at the dais on July 9, 2024, to be offensive, inappropriate, inaccurate, and not in accordance with the City's rules of decorum.

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 ("City"), and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 4. The City Council would like to apologize to Chair Lowe and all members of the Bridging Bastrop Board.

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, Texas, on this, the 23rd 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



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-97 approving an Interlocal Agreement between the City of Bastrop and the City of Round Rock for Joint and Cooperative Purchasing; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Doug Haggerty – Manager, Fleet & Facilities Department

BACKGROUND/HISTORY:

On April 9th, our community was struck by a severe hailstorm. The hailstones were large, causing damage to a reported 33 vehicles. Thankfully, we were able to file a claim with the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) for the repairs. They have reviewed and approved the claim, and we have received compensation for the damage, minus the standard \$1000 deductible per vehicle.

FISCAL IMPACT:

Deductible: \$33,000

Claim: \$179,585.49

RECOMMENDATION:

Staff recommends approval of Resolution No. R-2024-97 of the City Council of the City of Bastrop, Texas, approving the proposed Interlocal Agreement related to Paintless Dent Repair.

ATTACHMENTS:

1. Resolution No. R-2024-97
2. Exhibit A – Interlocal Agreement with City of Round Rock

CITY OF BASTROP

RESOLUTION NO. R-2024-97

**RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH
THE CITY OF ROUND ROCK, TEXAS**

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS, AND THE CITY OF ROUND ROCK, TEXAS FOR JOINT AND COOPERATIVE PURCHASING; ATTACHED AS ATTACHMENT A; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; PROPER NOTICE & MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("City") and the City of Round Rock are authorized under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, to enter interlocal contracts for the provision of governmental functions, including the purchase of goods and services; and

WHEREAS, the City Council finds it necessary to repair damage to multiple City-owned vehicles as a result of damage sustained during the April 9, 2024 hailstorm ("Storm"); and

WHEREAS, the City Council desires to enter into the Interlocal Agreement, attached as Exhibit "A," with the City of Round Rock, Texas to participate in a cooperative purchasing program to retain the services of Auto Dent Quality to repair damages sustained during the Storm, which sets forth the terms and conditions of the agreement between the Cities.

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

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

Section 2: The City Council authorizes the execution of the Interlocal Agreement, which is attached and incorporated herein as Attachment "A".

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 23rd day of July 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ATTACHMENT A
Interlocal Agreement with City of Round Rock, Texas

**INTERLOCAL AGREEMENT FOR JOINT AND COOPERATIVE
PURCHASING BY AND BETWEEN THE
CITY OF BASTROP, TEXAS AND
THE CITY OF ROUND ROCK,
TEXAS**

This Interlocal Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the undersigned Local Governments of the State of Texas, namely the City of **Bastrop, Texas** and the City of **Round Rock, Texas** (hereinafter referred to as the “Local Governments” or the “Parties,” each individually a “Party”), acting by and through their respective authorized signatories pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, for the purpose of participating in joint and cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 271.101 of the Texas Local Government Code; and

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, a local government that purchases materials, supplies, goods, services, or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economics of scale by jointly procuring materials, supplies, goods, services, or equipment; and

WHEREAS, pursuant to Chapter 252 and Chapter 271 of the Texas Local Government Code, the City of Round Rock, Texas has successfully procured services for autobody repairs with Auto Dent Quality, Inc. through a competitive bidding process in which a Request for Proposal (“RFP”) was issued; and

WHEREAS, the contract between the City of Round Rock and Auto Dent Quality as well as the RFP used to procure the contract is attached and incorporated herein as Exhibit A; and

WHEREAS, the Local Governments desire to enter into a cooperative purchasing program which will allow the Local Governments to purchase materials, supplies, goods, services, or equipment pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, the Local Governments are of the opinion that cooperation in the purchasing of equipment, supplies, services, and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

WHEREAS, the Parties Both parties acknowledge that they are each a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

WHEREAS, each of the Parties finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due this fiscal year; and

WHEREAS, the Parties find that the amount paid for the services performed under this Agreement fairly compensates the performing party; and

WHEREAS, the Parties, acting by and through their respective signature authorities, do hereby adopt and find the foregoing premises as findings of said governing bodies.

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the Parties for the purchase of autobody and paintless dent repair services to be performed on various City-owned vehicles on a directed as-needed basis, and for related goods and services, which will allow the Parties to realize savings when purchasing materials, supplies, goods, services, or equipment related to the repair services, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services.

ARTICLE II TERM

The term of this Agreement shall commence on the date on which all Parties hereto have executed this Agreement (“Effective Date”). This Agreement shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III TERMINATION

Either Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Local Government. Withdrawal of one Party to this

Agreement does not affect the validity of this Agreement as to the remaining Parties.

ARTICLE IV PURCHASING

Each Party shall designate a person to act under the direction of, and on behalf of, said Party in all matters relating to the cooperative purchasing program. Each Party shall make payments directly to vendors under their respective contracts with vendors made under Chapter 271, Subchapter F, Texas Local Government Code. Each Party shall be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery as to any items purchased by said Party under this Agreement.

ARTICLE V SCOPE; PARTICIPATION

The Parties agree that any vendor offer of materials, supplies, goods, services, or equipment related to repair services to any Party to this Agreement shall be considered an offer to all Parties to this Agreement.

The City of Round Rock, Texas has successfully procured a contract with Auto Dent Quality, Inc through a competitive bidding process where a Request for Proposal ("RFP") was issued. A copy of the contract and RFP are attached and incorporated herein as Exhibit A. The Parties hereby agree that this Agreement shall serve as cooperative purchasing program that satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services

Any vendor making a solicitation regarding goods and/or services shall be notified by the Party seeking the solicitation that they may limit their offer to apply only to that Party. They shall be further notified that failing to do so, their offer may be included in this cooperative program. Additionally, if other governmental entities within the State of Texas become a Party to this Agreement, any prior offer made available to the Parties to this cooperative program may be extended to that Party so the Party has the opportunity to purchase from any solicitation made by any person or entity to any of the parties participating in this Agreement; however, any vendor offer made to any Party to this agreement, if extended to another Party through this Agreement, is not a final contract without the consent and agreement of the successful vendor(s) to the extension.

All Parties indicate their understanding, and all Parties hereby expressly agree that none of the entities that are parties to this agreement are agents of, partners to, or representatives of those other entities and that no Party to this agreement is obligated or liable for any action or debts that may arise out of such independently negotiated "piggyback" procurements of another Party to this Agreement.

ARTICLE VI CURRENT REVENUE

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each party hereunder or required by any other agreements,

contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum, or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement.

ARTICLE VII FISCAL FUNDING

The obligations of the Parties pursuant to this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

ARTICLE VIII MISCELLANEOUS

A. Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Each Party is acting independently; neither is an agent, servant, or employee of the other Party.

B. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery, or by electronic mail, or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

C. Amendment: This Agreement may be amended by the mutual written agreement and execution of the Parties.

D. Severability: In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

E. Governing Law and Venue: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws and court decisions of the State of Texas; and venue for any action concerning this Agreement shall lie in the designated County of the first Party to the Contract named as a Defendant.

F. Entire Agreement: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

G. Recitals: The recitals to this Agreement are incorporated herein.

H. Liability Coverage: Each Party shall, at its sole cost, provide liability coverage for itself covering its own activities and duties set forth herein. Neither Party is obligated under this Agreement to indemnify or defend the other Party.

I. Hold Harmless: The Parties agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits, and liabilities of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.

J. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

[Signatures on the following page.]

EXECUTED on this the 23rd day of the month of July, 2024.

CITY OF BASTROP, TEXAS

By: _____
Sylvia Carrillo-Treviño, City Manager

Date Signed: _____

Address for Notice:
1311 Chestnut Street
Bastrop, Texas 78602

ATTEST:

By: _____
Ann Franklin, City Secretary

EXECUTED on this the _____ day of the month of _____, 2024.

CITY OF ROUND ROCK, TEXAS

By: _____
Laurie Hadley, City Manager

Date Signed: _____

Address for Notice:
221 East Main Street
Round Rock, Texas 78664

ATTEST:

By: _____
Meagan Spinks, City Clerk

EXHIBIT A

**Auto Dent Quality, Inc Contract and
Request For Proposal**

**AGREEMENT BETWEEN THE CITY OF ROUND ROCK
AND AUTO DENT QUALITY, INC.
FOR THE PURCHASE OF
AUTOBODY AND PAINTLESS DENT REPAIR SERVICES**

THE STATE OF TEXAS

CITY OF ROUND ROCK

**COUNTY OF WILLIAMSON
COUNTY OF TRAVIS**

§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This Agreement for the purchase of autobody and paintless dent repair services to be performed on various City-owned vehicles on a directed as-needed basis, and for related goods and services, referred to herein as the “Agreement,” is made and entered into on this the _____ day of _____, 2024, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the “City,” and AUTO DENT QUALITY, INC., whose address is 2316 West Pecan Street, Pflugerville, Texas 78660, referred to herein as “Services Provider.” This Agreement supersedes and replaces any previous agreements between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase autobody and paintless dent repair services (herein “Goods and Services”) to be performed on various City-owned vehicles on a directed as-needed basis, and associated goods and services; and

WHEREAS, City has issued its Request for Proposal (“RFP”) for the provision of said Goods and Services and City has determined that the Proposal submitted by Services Provider, in combination with proposals from other providers, offers the best value to the City; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 DEFINITIONS

A. **Agreement** means this binding legal contract between City and Services Provider and whereby City agrees to pay for the Goods and Services and Services Provider is obligated to provide same. The Agreement includes the following: (a) City’s Request for Proposal designated

Solicitation Number 24-017 (the “RFP), (b) Cost Proposal Sheet; (c) and any exhibits, addenda, and/or amendments thereto, all attached hereto as Exhibit A. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Service Provider’s Proposal;
- (3) City’s RFP, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date set out above in the introductory paragraph above.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and Services** mean the autobody repair services and paintless dent repair services described in PART IV of the RFP and all other specified services, supplies, materials, commodities, or equipment described in the RFP.

F. **Services Provider** means Auto Dent Quality, Inc., or any of its successors or assigns.

2.0 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the Effective Date and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be for 60 months from the Effective Date hereof.

C. City reserves the right to review the relationship at any time and may elect to terminate this Agreement with or without cause or may elect to continue.

3.0 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the Goods and Services as outlined in RFP Solicitation Number 24-017; and Proposal submitted by Services Provider, all as specified in Exhibit “A.” The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the RFP and as offered by Services Provider in its Proposal.

The Goods and Services which are the subject matter of this Agreement are described in the RFP and Exhibit “A” and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.0 MULTIPLE PROVIDERS OF SERVICES

The parties specifically acknowledge and agree that Services Provider shall be considered as one of multiple providers (“multiple providers”) of the Goods and Services. Services Provider specifically further acknowledges and agrees that this Agreement is not an exclusive agreement. City may, in its sole and unfettered discretion, elect to use any of the multiple providers in whatever order it deems most advantageous to City’s purposes. City may, in its sole and unfettered discretion, elect to use any other providers. City is not obligated to use or purchase any estimated annual quantity of goods, and no guarantee is made of any minimum or maximum purchase.

5.0 ITEMS AWARDED

Only if, as, and when needed by City, Goods and Services will be requested from the Services Provider in accordance with this Agreement and Exhibit “A.”

6.0 COSTS

Services Provider specifically acknowledges and agrees that City is not obligated to use any estimated annual quantity of services, and City may not expend in excess of **\$2,500,000** for Service Provider’s services combined with the other providers’ services for the term of this Agreement.

7.0 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of Goods and Services received; and
- D. Delivery dates.

8.0 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the Service Provider and City. Such agreement shall be conclusively inferred for the services provider from lack of exception to this clause in the services provider's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently negotiated "piggyback" procurements.

9.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement if the governing body of City does not appropriate funds sufficient to purchase the Goods and Services. City may affect such termination by giving Services Provider written notice of termination.

10.0 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Services Provider will be made within thirty (30) days of the date City receives services under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to late payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or
- B. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

11.0 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without incurring any liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or

representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

12.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

13.0 ORDERS PLACED WITH ALTERNATE PROVIDERS

City reserves the right and option to obtain same from another source or other service provider(s).

14.0 INSURANCE

Services Provider shall meet all City insurance requirements set forth in the RFP and on the City's website at:

http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

15.0 CITY'S REPRESENTATIVE

City hereby designates the following representative(s) authorized to act in its behalf with regard to this Agreement:

Richard Bolton
General Services Department
City of Round Rock
(512) 218-7082
rbolton@roundrocktexas.gov

16.0 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

17.0 DEFAULT

If Services Provider abandons or defaults hereunder and is a cause of City purchasing the specified services elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations hereunder;
- C. Fails to provide adequate assurance of performance under the “Right to Assurance” section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

18.0 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days’ written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days’ written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, in the event of material and substantial breach by City, or by written mutual agreement to terminate.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City’s delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such termination notice, Services Provider shall submit a statement showing in detail the goods and services satisfactorily performed hereunder to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

19.0 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney’s fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider’s agents, employees or subcontractors, in the performance of Services Provider’s obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

20.0 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Services Provider, its agents, employees, and subcontractors shall use best efforts to comply with all federal and state laws, City's Charter and Ordinances, as amended, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

21.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet, or transfer any interest in this Agreement without prior written authorization of the other party.

22.0 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

A. When delivered personally to recipient's address as stated in this Agreement; or

B. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Auto Dent Quality, Inc.
2316 West Pecan Street
Pflugerville, TX 78660

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

24.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

25.0 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

26.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any such void provision shall be deemed severed from this Agreement, and the balance of this

Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

27.0 MISCELLANEOUS PROVISIONS

A. **Standard of Care.** Services Provider represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

B. **Time is of the Essence.** Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Service Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

C. **Force Majeure.** Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

D. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated on the signature page.

City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

Date Signed: _____

For City, Attest:

By: _____
Meagan Spinks, City Clerk

For City, Approved as to Form:

By: _____
Stephanie L. Sandre, City Attorney

Auto Dent Quality, Inc.

By: _____

Printed Name: _____

Title: _____

Date Signed: _____



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

REQUEST FOR PROPOSAL (RFP)

AUTOBODY AND/OR PAINTLESS DENT REPAIR SERVICES

SOLICITATION NUMBER 24-017-UPDATED

FEBRUARY 2024

**AUTOBODY AND/OR PAINTLESS DENT REPAIR SERVICES
 PART I
 GENERAL REQUIREMENTS**

1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in repairing damaged or deteriorated surfaces for vehicles and equipment as requested for the City's fleet which ranges in size from small cars and pickup trucks to heavy equipment.

The City of Round Rock has a fleet of 475 light vehicles, including sedans, SUVs, vans, and light trucks, 104 medium and large trucks, 6 motorcycles, and 26 fire trucks & specialty vehicles. We also have 34 UTV's, 56 trailers, and 214 pieces of construction and agricultural equipment that may occasionally suffer from surface damages due to accidents or weather events.

Respondents may submit proposals for either Autobody Services OR Paintless Dent Repair Services OR Both. The City intends to multi-award this contract. An anticipated total contract award will be made by the City in an amount not to exceed \$ 500,000 per year for all awarded vendors. For a total contract not to exceed the amount of \$2,500,000.

Please note: A Respondent's inability to provide a proposal for any of the above services does not preclude that respondent from being selected. Respondents are encouraged to respond for those services where they are competitive.

2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

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| Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements | Page 5 |
| Part III – Supplemental Terms and Conditions | Page(s) 6-8 |
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| Part V – Proposal Preparation Instructions and Evaluation Factors | Page(s) 13-15 |
| Attachment A-Proposal Submittal Form | Separate Attachment |
| Attachment B – Reference Sheet | Separate Attachment |
| Attachment C– Subcontractor Information Form | Separate Attachment |
| Attachment D – Cost Proposal Sheet Autobody Services | Separate Attachment |
| Attachment E- Cost Proposal Paintless Dent Repair Services | Separate Attachment |

3. **SCHEDULE OF EVENTS:** It is the City's intention to follow the solicitation timeline below.

| EVENT | DATE |
|--------------------------------------|---|
| Solicitation released | February 7, 2024 |
| Optional Pre-Proposal meeting | February 21, 2024 @9:00AM, CST |
| Deadline for submission of questions | February 29 ,2024 @ 5:00 PM, CST |

| | |
|---|--|
| City responses to questions or addendums | Approximately March 4, 20232024 @ 5:00 PM, CST |
| Deadline for submission of responses | March 14,2024 @ 3:00 PM, CST |

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://roundrocktexas.bonfirehub.com>

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<https://roundrocktexas.bonfirehub.com>

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
5. **OPTIONAL PRE-PROPOSAL MEETING:** A pre-proposal meeting will be conducted to fully acquaint Respondents with the facilities, difficulties, and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I, Section 3- Schedule of Events.
 - A. Attendance at the pre-proposal meeting/site visit is optional. Respondents shall sign in at the pre-proposal meeting to document their attendance. The pre-proposal meeting shall be held at:

City Council Chambers
221 East Main Street
Round Rock, Texas 78661
 - B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting.
6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
 - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
 - B. No paper or submittals outside of Bonfire will be accepted by the City.
 - C. Responses cannot be altered or amended after digital opening.
 - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
 - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
 - F. Samples and/or copies shall be provided at the Respondent's expense and shall become the property of the City.
 - G. Late responses will not be considered.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time

an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.

9. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at protest@roundrocktexas.gov.

In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City.

The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
 - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
 - iii. You must submit your protest in writing and must include the following information:
 - a. your name, address, telephone number, and email address.
 - b. the solicitation number.
 - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
 - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
 - e. a statement of any issues of law or fact that you contend must be resolved; and
 - f. a statement of the argument and authority that you offer in support of your protest.
 - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
 - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
 - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
 - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
 - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

Exhibit "A"

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All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

PART II
DEFINITIONS, STANDARD TERMS AND CONDITIONS,
AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>
3. **ADDITIONAL INSURANCE REQUIREMENTS:** The Garage Liability policy shall provide a minimum limit of liability of \$500,000 Auto Only / \$500,000 Aggregate other than Auto. Coverage shall be provided for all owned, hired, and non-owned vehicles. The policy shall include these endorsements in favor of the City of Round Rock: a) Waiver of Subrogation b) Thirty (30) days Notice of Cancellation c) The City of Round Rock listed as an additional insured.

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.

2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing autobody and/or paintless dent repair services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
 - B. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
 - D. Have their working repair location within **30 miles** of City of Round Rock fleet facilities which are located at:

City of Round Rock Vehicle Maintenance
901 Luther Peterson Place
Round Rock, Texas 78664

3. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their proposal response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractors own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract.
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Contractor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
 - E. All work that is to be subcontracted must be approved by the City prior to work beginning

4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:
 - A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
 - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.

- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

5. WORKFORCE: Successful Respondent shall:

- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
- B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
- C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

6. PRICING: The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.

Prices for materials will be on a cost-plus basis. The percentage (%) markup shall not be greater than 15%. Invoices for work performed shall require a copy of a supplies receipt to be included. Failure to provide the contracted cost-plus percentage (%) on an invoice may result in payment at cost.

7. PRICE INCREASE: Contract prices for autobody and/or paintless dent repair services shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.

- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>

B. Procedure to Request Increase:

- i. Email the written price increase request to purchasing@roundrocktexas.gov with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
- ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

8. ACCEPTANCE/INSPECTION: Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.

9. PERFORMANCE REVIEW: The City reserves the right to review the awarded Contractor's performance anytime during the contract term.

- 10. ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
- 11. AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.
- 12. POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's Point of Contact (POC):** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:** The City's designated representative shall be:
Marshall Reynolds
General Services Fleet Maintenance
Phone: (512) 218-5571
E-mail: mreynolds@roundrocktexas.gov
- Do not contact the individual listed above with questions or comments during the course of the solicitation.**
- 13. INTERLOCAL PURCHASING AGREEMENTS:**
- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.
 - B. The Contractor may offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - C. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

PART IV SCOPE OF WORK

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in repairing damaged or deteriorated surfaces for vehicles and equipment as requested for the City's fleet which ranges in size from small cars and pickup trucks to heavy equipment.

The City of Round Rock has a fleet of 475 light vehicles including sedans, SUV's, vans, and light trucks, 104 medium and large trucks, 6 motorcycles, and 26 fire trucks & specialty vehicles. We also have 34 UTV's, 56 trailers, and 214 pieces of construction and agricultural equipment that on occasion may suffer from surface damages due to accidents or weather.

2. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact upon award of the contract.

- A. The City shall be provided with the designated person's name and telephone number.
- B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
- C. The designated contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the evaluation team prior to award of contract.
- D. The City shall also be provided with a secondary designated contact person to communicate with if the primary contact is unavailable.

3. **MAINTAIN COMMUNICATION:** Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.

4. **RESPONSE TIME:** Response times shall be as follows:

Non-Emergency Service Calls: "Non-emergency services" are defined as requests for repairs that, if the issue is not resolved in a reasonable amount of time, will stop normal operations. The Contractor shall:

- A. Respond and provide a written estimate for non-emergency service calls within two (2) business days and begin work within five (5) days of the original request provided a PO is issued to the Contractor.
- B. Services will be performed during normal operation hours which are 7:00AM-6:00PM, Monday-Friday.

5. **AUTOBODY REPAIR SERVICES:** These services are listed under Section I of Attachment D- Cost Proposal Sheet. This item is considered optional. If this item is left blank on the cost proposal sheet the City will assume you do not intend to provide these services in the resulting contract.

- A. The Contractor shall-
 - i. Inspect the car frame for structural damage and assess repairability on all damaged areas including but not limited to windshields, doors, tires, frame, and/or the body of the car.
 - ii. Provide a written estimate to the City's designated representative within two business days of pick up. Repair work shall not commence until the Contractor has received a City-issued purchase order number. The City reserves the right to request photos for any estimate before approval of work to begin.
 - iii. Provide an estimated/average expected turnaround time for completion of repairs on City vehicles. Any delays to this completion time must be communicated to the City's point of contact on a weekly basis.
 - iv. Conduct approved repairs to or replacement of body damage and restore vehicle to original condition and finish.
 - v. Paint and/or use blending techniques to match existing color.

- vi. Complete quality control inspections of all vehicles after completion of repairs for conformance to the original manufacturer's standards and configuration before returning the vehicles to the City.
- vii. Inform the City of the damage and gain approval to correct the damage before proceeding with repairs.

B. Facility Requirements: The Contractor shall-

- i. Have a facility large enough to accommodate the Contractor's current workload as well as the additional workload resulting from award of this contract.
- ii. Provide daily, year-round service regardless of weather conditions.
- iii. Park all police vehicles in a secured area with controlled access. Contractor shall provide information and/or explain the method to be utilized for the security of the City's Police vehicles and/or any City vehicles while on the Contractor's property during business hours and overnight. The City reserves the right to determine if the secured area will meet the City's needs.
- iv. The City reserves the right to tour the facility to confirm that the security of the facility will meet the City's needs prior to award.

C. Parts and Materials:

- i. Repair parts and materials shall be new unless alternative "after- market" or used parts were specifically approved by the City's designated representative in advance.
- ii. All repair parts and materials used must be certified by their manufacturer as meeting Original Equipment Manufacturer (OEM) specifications.
- iii. When non-OEM parts are approved for use, such parts must be certified by the Certified Auto Parts Association (CAPA) and warranted by the Contractor as being equal in kind and quality in terms of fit, performance, and overall quality to the original manufacturer parts they are replacing.

D. Warranty: Successful Respondent shall provide at minimum five (5) years warranty on all workmanship and parts including but not limited to manufacturer's warranty, workmanship defects, and installation. All warranty work shall be completed within five (5) working days from notice of defect.

E. Pickup and Delivery of City Vehicles: The Contractor shall provide pickup and delivery services for regular City's vehicles in need of repair within 24 hours of contact.

- i. The City requires the Contractor to arrange for pickup or towing of the vehicle(s) requested for repair.
- ii. The City's pickup and delivery location is:

**City of Round Rock Vehicle Maintenance
 901 Luther Peterson Place
 Round Rock, Texas 78664**

The City will be responsible for obtaining wrecker services for vehicles from the scene of a collision or in situations where the vehicle is not able to be driven safely to the City of Round Rock Vehicle Maintenance.

- iii. Pick up and drop off vehicles shall occur during normal business operating hours of 8:00 am -5:00 pm. This will not include holidays or weekends.
- iv. Under no circumstance are police vehicles to be driven to the repair facility by non-police personnel; they must be towed.
- v. The City must be contacted promptly upon completion of work so that the vehicle can be placed back in service.

- 6. PAINTLESS DENT REPAIR SERVICES:** These services are listed under Section III of Attachment D- Cost Proposal Sheet. This item is considered optional. If this item is left blank on the cost proposal sheet, the City will assume you do not intend to provide these services in the resulting contract.
- A. Contractor Responsibilities:** The Contractor shall-
- Provide a written estimate to the City's designated representative within two days. Repair work shall not commence until the Contractor has received a City-issued purchase order number.
 - Provide an estimated/average expected turnaround time for completion of repairs on City vehicles. Any delays in this completion must be communicated with the City's point of contact on a weekly basis
 - If, after an initial assessment, it is determined that repairs cannot be made without damaging the paint the Contractor must discuss options with City POC.
 - Make recommendations for repair options to City POC if work can be completed with a different product or treatment. These options must be approved prior to work starting.
 - Inform department if a repair may cause any structural issues like "oil-canning" after work is complete.
 - Vehicle will be finished to original manufactured conditions including clear coat.
 - Contractor must quality-inspect all vehicles after completion of repairs for conformance before returning the vehicles to the City.
 - All work must be completed without cracking or scratching the paint.
 - The Contractor shall inform the City of the damage and gain approval to correct the damage before proceeding with repairs.
- B. Warranty:** Successful Respondent shall provide at minimum one (1) year warranty on all workmanship. All warranty work shall be completed within five (5) working days from notice of defect.
- 7. ESTIMATES:** It is the Contractor's responsibility to ensure that all information is complete to provide an accurate estimate. The City will not incur charges from the Contractor until an estimate has been approved and a purchase order sent to the Contractor for repair work. In certain circumstances a sample of materials to be used in a project may be requested by the City's designated representative for approval before work commences.
- Each written estimate shall include the following information:
- Vehicle Identification Number (VIN) of Vehicle
 - Department name and location of the project
 - Contractor's designated contact name and telephone number
 - Breakdown of labor costs (number of workers, hours worked, hourly rate)
 - Materials (detailed description, quantity, unit price, and extended price amounts)
 - Total cost (labor and materials)
 - Description specifying work to be done
 - Time projected to complete the project
 - The City reserves the right to request photos for any estimate before approving the work
- 8. INVOICE REQUIREMENTS:** Each project shall be invoiced separately; the Contractor shall include detailed information on each invoice, including:
- The total hours worked and hourly labor rate.
 - Supplies and materials: The cost of supplies and materials shall be listed separately from labor. As indicated in the cost proposal sheet, a maximum percentage markup will be allowed for material. Invoices shall have attached a copy of paid materials receipt from the supplier.
 - The associated VIN.
- 9. CITY'S RESPONSIBILITIES:** The City will-
- The City does not have a repair estimator on staff.
 - Provide the Contractor with a complete and accurate project overview with the request for estimate.

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- C. Coordinate scheduling with Contractor.
- D. Ensure keys are in the vehicle for pickup.
- E. Ensure work area is reasonably free of safety hazards.
- F. Provide access to locations where services are required.
- G. Provide local vehicle parking and access to the work areas.
- H. Provide reasonable access to standard power and water utilities as needed to complete the project.
- I. Inspect work performed to ensure compliance with the scope of work.
- J. Review all invoices to ensure accuracy.

PART V
PROPOSAL PREPARATION INSTRUCTIONS
AND EVALUATION FACTORS

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to:
<https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

Proposal Submittal Instructions: The Respondent shall include all of the following documents in their response-

- Attachment A-Proposal Submittal Form
 - Attachment B- Reference Sheet
 - Attachment C- Subcontractor Form (if applicable)
 - **Attachment D- Cost Proposal Sheet-Autobody Services**
 - **Attachment E-Cost Proposal Sheet – Paintless Dent Repair Services**
 - **Organizations- PDR Matrix (if applicable)**
 - Acknowledged Addenda (if applicable)
 - Segment requirements listed below.
 - A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
 - List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.
3. **EVALUATION CRITERIA:** The intent of the City is to award to one or more Respondents in accordance with the Evaluation Criteria Below:
 - A. Segment 1 – Respondent's Solution, Approach, & Timeline
 - i. System Concept and Solution: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
 - ii. Program Approach and Timeline: Describe your technical plan for accomplishing required work and the estimated timeline for a project. Specifically indicate:
 - 1) A statement defining your understanding of the scope of work.
 - 2) Detailed steps you will take in proceeding from receiving a request for repair to completion of repair and return of vehicle to the City.
 - 3) A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state their compliance with terms of this Request for Proposal (RFP) or clearly document any exceptions.
 - 4) Contractor shall provide information and/or explain the method to be utilized for the security of the City's Police vehicles and/or any City vehicles while on the Contractor's property during business hours and overnight.
 - B. Segment 2 – Company Work Experience and Personnel
 - i. Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following:
 - a) Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will

perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

b) **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

ii. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, governmental, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.

iii. Contractors' past performance with the City may be evaluated.

iv. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.

B. **Segment 3 – Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated.

i. **Manpower.** Itemize to show the following for each category of personnel with separate hourly rate.

a) Manpower- hourly rates

b) Percent over cost of supplies and materials (not to exceed 15%)

c) Towing Expenses- list your **flat rate fee** for towing on Attachment D- Cost Proposal Worksheet, Section V. **No alternative or fluctuating tow rate schedule will be considered.**

ii. Total (not to exceed) Cost

iii. **Organizational PDR Matrix.(If applicable) - This section will not be evaluated under Cost but will become part of the contract.**

4. **EVALUATION SCORING:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:

Weights:

- | | |
|---|--------|
| • Respondent's Solution, Approach, & Timeline (Segment 1) | 35 pts |
| • Company Work Experience and Personnel (Segment 2) | 35 pts |
| • Cost Proposal (Segment 3) | 30 pts |

Maximum Weight:

100 pts

B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.

6. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
- B. Provide City contact(s) information for implementation of the Agreement.
- C. Identify specific milestones, goals, and strategies to meet objectives.

Exhibit "A"

Attachment D- Cost Proposal Worksheet Autobody and/or Paintless Dent Repair Services

Item 9C.

RFP 24 017

For pricing information see Part III, Item 6 of the solicitation. All quantities listed are annual estimates. The City reserves the right to purchase more or less than the quantities indicated below. . **An anticipated total contract award will be made by the City in an amount not to exceed \$1,000,000 per year for all awarded vendors. For a total contract not to exceed amount of \$5,000,000.**

Section I: Labor for Autobody Repair Services (Optional)

| No. | Description | Estimated Quantity | Unit | Unit Cost | Extended Total |
|----------------------|---|--------------------|------|-----------|----------------|
| 1 | Hourly Labor/Shop Rate Body Repair Shop Services | 400 | Hour | \$60.00 | \$24,000.00 |
| 2 | Hourly Labor/Shop Rate Painting Services | 400 | Hour | \$60.00 | \$24,000.00 |
| 3 | Hourly Labor/Shop Rate Structural Repair Services | 400 | Hour | \$95.00 | \$38,000.00 |
| 4 | Hourly Labor/Shop Rate Related Mechanical Repair Services | 400 | Hour | \$105.00 | \$42,000.00 |
| Total Annual Amount: | | | | | \$128,000.00 |

Section II: Autobody Repair Materials- The percentage (%) markup shall not be greater than 15% (This section will not be evaluated under Cost but will become part of the contract.)

| | | |
|--|-------------------|-----|
| Percent Markup over Cost for Autobody Repair Materials | Percentage Markup | 12% |
|--|-------------------|-----|

Section III: Labor for Paintless Dent Repair Services (Optional)

| No. | Description | Estimated Quantity | Unit | Unit Cost | Extended Total |
|----------------------|---|--------------------|------|-----------|----------------|
| 5 | Pea Size Dent Repair (1-5 Dents) | 200 | each | \$25.00 | \$5,000.00 |
| 5A | Pea Size Dent Repair (5-10 Dents) | 50 | each | \$23.00 | \$1,150.00 |
| 5B | Pea Size Dent Repair (10+ Dents) | 50 | each | \$21.00 | \$1,050.00 |
| 6 | Nickel Size Dent Repair (1-5 Dents) | 200 | each | \$26.00 | \$5,200.00 |
| 6A | Nickel Size Dent Repair (5-10 Dents) | 50 | each | \$24.00 | \$1,200.00 |
| 6B | Nickel Size Dent Repair (10+ Dents) | 50 | each | \$22.00 | \$1,100.00 |
| 7 | Quarter Size Dent Repair (1-5 Dents) | 200 | each | \$35.00 | \$7,000.00 |
| 7A | Quarter Size Dent Repair (5-10 Dents) | 50 | each | \$33.00 | \$1,650.00 |
| 7B | Quarter Size Dent Repair (10+ Dents) | 50 | each | \$31.00 | \$1,550.00 |
| 8 | Half Dollar Size Dent Repair (1-5 Dents) | 200 | each | \$50.00 | \$10,000.00 |
| 8A | Half Dollar Size Dent Repair (5-10 Dents) | 50 | each | \$47.00 | \$2,350.00 |
| 8B | Half Dollar Size Dent Repair (10+ Dents) | 50 | each | \$45.00 | \$2,250.00 |
| 9 | Removal and Installation (R&I) | 300 | hour | \$60.00 | \$18,000.00 |
| Total Annual Amount: | | | | | \$57,500.00 |

Section IV: Paintless Dent Repair Materials- The percentage (%) markup shall not be greater than 15% (This section will not be evaluated under Cost but will become part of the contract.)

| | | |
|--|-------------------|-----|
| Percent Markup over Cost for Paintless Dent Repair Materials | Percentage Markup | 10% |
|--|-------------------|-----|

Exhibit "A"

Attachment E- Cost Proposal Worksheet Paintless Dent Repair Services
Autobody and/or Paintless Dent Repair Services

Item 9C.

RFP 24 017 **UPDATED**

For pricing information see Part III, Item 6 of the solicitation. All quantities listed are annual estimates. The City reserves the right to purchase more or less than the quantities indicated below. . **The City intends to multi-award this contract. An anticipated total contract award will be made by the City in an amount not to exceed \$ 500,000 per year for all awarded vendors. For a total contract not to exceed the amount of \$2,500,000.**

Section I Paintless Dent Repair Hourly Rates (Optional)

| | | | | | |
|--------------|---|-----|------|---------|-------------|
| 1 | Hourly Labor/Shop Rate Body Labor | 400 | Hour | \$60.00 | \$24,000.00 |
| 2 | Hourly Labor/Shop Rate Paint Labor | 400 | Hour | \$60.00 | \$24,000.00 |
| 3 | Hourly Labor/Shop Rate Mechanical Labor | 400 | Hour | \$95.00 | \$38,000.00 |
| Total Amount | | | | | \$86,000.00 |

**Section II: Paintless Dent Repair Materials- The percentage (%) markup shall not be greater than 15%
(This section will not be evaluated under Cost but will become part of the contract.)**

| | | |
|--|-------------------|-----|
| Percent Markup over Cost for Paintless Dent Repair Materials | Percentage Markup | 10% |
| Percent Markup for Aluminum work | Percentage Markup | 15% |

Section V: Towing (this must be a flat rate- No alternative or fluctuating tow rate schedule will be considered by the City)

| | | | | | |
|----|------------|-----|------|----------|-------------|
| 10 | Towing Fee | 250 | each | \$185.00 | \$46,250.00 |
|----|------------|-----|------|----------|-------------|



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-87 of the City Council of the City of Bastrop, Texas, approving the Financial Management Policy, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

This policy was previously adopted on August 22, 2023. This policy is to be reviewed and approved by City Council annually as a part of the budget process.

This policy was reviewed by finance staff and there are not any recommended changes this year.

This policy should be reviewed administratively by the City Manager at least annually, prior to preparation of the operating budget and brought to City Council for approval.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Edi McIlwain, CFO recommends approval of Resolution No. R-2024-87 of the City Council of the City of Bastrop, Texas, approving the Financial Management Policy, which is attached as Exhibit A; providing for a repealing clause and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2024-87
- Financial Management Policy



Financial Management Policy

DRAFT

JULY 23, 2024

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PURPOSE STATEMENT

The overriding goal of the Financial Management Policy is to enable the City to achieve a long-term stable and positive financial condition while conducting its operations consistent with the Council-Manager form of government established in the City Charter. The watchwords of the City's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The purpose of the Financial Management Policy is to provide guidelines for the financial management staff in planning and directing the City's day-to-day financial affairs and in developing recommendations to the City Manager.

The scope of the policies spans accounting, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash management, expenditure control and debt management.

ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

ACCOUNTING

The City of Bastrop finances shall be accounted for in accordance with generally accepted accounting principles as established by the Governmental Accounting Standards Board. The fiscal year of the City shall begin on October first of each calendar year and shall end on September thirtieth of the following calendar year. This fiscal year shall also be established as the accounting and budget year. Governmental fund types use the modified accrual basis of accounting, revenues are recognized when susceptible to accrue (i.e., when they are measurable and available). Expenditures are recognized when the related funds liability is incurred, if measurable, except for principal and interest on general long-term debt, which are recorded when due.

Proprietary fund types are accounted for on a full accrual basis of accounting. Under this method, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred.

FUNDS

Self-balancing groups of accounts are used to account for city financial transactions in accordance with generally accepted accounting principles. Each fund is created for a specific purpose except for the General Fund, which is used to account for all transactions not accounted for in other funds. Governmental funds are used to account for the government's general government activities and include the General, Special Revenue, Debt Service and Capital Project funds. A new Capital Fund should be created for each debt issuance.

EXTERNAL AUDITING

The City will be audited annually by outside independent auditors. The auditors must be a CPA firm of national reputation and must demonstrate that they have the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards, generally accepted government auditing standards, and contractual requirements. The auditors' report on the City's financial statements including any federal grant single audits will be completed within 120 days of the City's fiscal year end, and the auditors' management letter will be presented to the city staff within 150 days after the City's

fiscal year end. An interim management letter will be issued prior to this date if any materially significant internal control weaknesses are discovered. The city staff and auditors will jointly review the management letter with the City Council within 60 days of its receipt by the staff.

EXTERNAL AUDITORS RESPONSIBLE TO CITY COUNCIL

The external auditors are accountable to the City Council and will have access to direct communication with the City Council if the city staff is unresponsive to auditor recommendations or if the auditors consider such communication necessary to fulfill their legal and professional responsibilities.

EXTERNAL AUDITOR ROTATION

The City will not require external auditor rotation but will circulate requests for proposal for audit services periodically, normally at five-year intervals or less.

EXTERNAL FINANCIAL REPORTING

The City will prepare and publish an Annual Comprehensive Financial Report (ACFR). The ACFR will be prepared in accordance with generally accepted accounting principles and may be presented annually to the Government Finance Officers Association (GFOA) for evaluation and possible awarding of the Certification of Achievement for Excellence in Financial Reporting. The ACFR will be published and presented to the City Council within 180 days after the end of the fiscal year. City staffing and auditor availability limitations may preclude such timely reporting. In such case, the Chief Financial Officer will inform the City Manager and the City Manager will inform the City Council of the delay and the reasons, therefore.

INTERNAL CONTROLS

WRITTEN POLICIES & PROCEDURES

The Finance Department is responsible for developing city-wide written policies & procedures on accounting, cash handling, and other financial matters. The Policies will be reviewed by the City Manager and approved by the City Council. The procedures will only need approval by the City Manager.

The Finance Department will assist department managers as needed in tailoring these written procedures to fit each department's requirements.

INTERNAL AUDIT

The Finance Department may conduct reviews of the departments to determine if the departments are following the written procedures as they apply to the departments.

Finance will also review the written policies and procedures on accounting, cash handling and other financial matters. Based on these reviews Finance will recommend internal control improvements as needed.

DEPARTMENT MANAGERS RESPONSIBLE

Each department manager is responsible to the City Manager to ensure that good internal controls are followed throughout his or her department, that all guidelines on accounting and internal controls are implemented, and that all independent and internal control recommendations are addressed.

OPERATING BUDGET

PREPARATION

The City's "operating budget" is the City's annual financial operating plan. It consists of governmental and proprietary funds, including the general obligation debt service fund. The budget is prepared using the same basis of accounting as the audited financial statements. The budget is prepared by the City Manager with the assistance of the Chief Financial Officer and cooperation of all city departments. The City Manager transmits the document to the City Council thirty (30) days prior to the commencement of the fiscal year per the City Charter. The budget should be enacted by the City Council prior to the fiscal year beginning. The operating budget may be submitted to the GFOA annually for evaluation and possible awarding of the Award for Distinguished Budget Presentation.

The budget document presented to Council will be in compliance with Article VI Section 6.02 of the City Charter.

A copy of the proposed budget shall be filed with the City Secretary, at the Public Library and available on the City's website when it is submitted to the City Council in accordance with the provisions of the City Charter Article VI Section 6.03.

At the Council meeting at which time the budget is submitted, the Council shall, in conformance with the requirements of state law, cause to be published the date, time, and place of a Public Hearing. At this hearing, interested citizens may express their opinions concerning items of expenditure, giving reasons for wishing to increase or decrease any such items. This is in accordance with the provisions of the City Charter Article VI Section 6.04.

After a public hearing, the Council shall analyze the budget, making any additions or deletions considered appropriate, and shall, at least three (3) days prior to the beginning of the fiscal year, adopt the budget by a favorable vote. This in accordance with the provisions of the City Charter Article VI Section 6.05.

On final adoption, the budget shall be in effect for the budget year. Final adoption of the budget by City Council shall constitute the official appropriations of proposed expenditures for the year and shall constitute the basis of the official levy of the property tax as the amount of tax to be assessed and collected for that tax year. This in accordance with City Charter Article VI Section 6.06.

BALANCED BUDGETS

An operating budget will be balanced, with current revenues, inclusive of beginning resources, greater than or equal to current operating expenditures/expenses.

PLANNING

The budget process will begin with a Staff Budget Retreat followed by a Council Budget Workshop to provide direction to the City Manager on goals of the organization. From Jan. – April, each Department Director will enter their line item budgets into the budget software. Starting in June, meetings are scheduled with the City Manager, Chief Financial Officer, and Department Directors, to review their budget submittals. The City Manager submits a proposed budget to the City Council before the end of July. The City Council will conduct budget workshops as necessary.

REPORTING

Periodic financial reports are available within the City's ERP program to enable the department managers to manage their budgets and to enable the Finance Department to monitor and control the budget as approved by the City Council. Summary monthly financial reports will be presented to the City Council within 45 days after the end of each month, if council meetings do not interfere with reporting requirement. Such reports will include current year revenue and expenditure budgets and year-to-date actual figures for all major funds.

The City uploads the monthly financial transactions to their website monthly.

CONTROL

Operating Expenditure Control is addressed in another section of the Policies.

PERFORMANCE MEASURES

Where appropriate, performance measures and productivity indicators will be used as guidelines and reviewed for efficiency and effectiveness. This information will be included in the final budget document.

CAPITAL BUDGET

PREPARATION

The City's Capital Budget will be included in the City's Operating Budget. The Capital Budget will be prepared by the City Manager with assistance from the Finance Department and involvement of all required city departments.

APPROPRIATION

An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned.

CONTROL

All capital project expenditures must be appropriated in the capital budget. Finance must certify the availability of resources so an appropriation can be made before a capital project contract is presented by the City Manager to the City Council for approval.

ALTERNATE RESOURCES

Where applicable, assessments, impact fees, or other user-based fees should be used to fund capital projects which have a primary benefit to certain property owners.

DEBT FINANCING

Recognizing that debt is usually a more expensive financing method, alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives that equal or exceed the average life of the debt issue. The exceptions to this requirement are the traditional costs of marketing and issuing the debt, capitalized labor for design and construction of capital projects, and small component parts which are attached to major equipment purchases.

REPORTING

Financial reports will be available to enable the department managers to manage their capital budgets and to enable the finance department to monitor the capital budget as authorized by the City Manager. The City uses a software to track capital projects. The projects are updated quarterly and available for review on our website.

REVENUE MANAGEMENT

SIMPLICITY

The City will strive to keep the revenue system simple which will result in a decrease of compliance costs for the taxpayer or service recipient and a corresponding decrease in avoidance to pay.

CERTAINTY

An understanding of the revenue source increases the reliability of the revenue system. The City will understand its revenue sources and enact consistent collection policies so that assurances can be provided that the revenue base will materialize according to budgets and plans.

EQUITY

The City will strive to maintain equity in the revenue system structure. It is recognized that public policy decisions may lead to subsidies in certain circumstances, e.g., Over 65 property tax exemptions.

ADMINISTRATION

The benefits of revenue will exceed the cost of producing the revenue. The cost of collection will be reviewed annually for cost effectiveness as a part of the indirect cost, and cost of services analysis.

REVENUE ADEQUACY

The City will require that there be a balance in the revenue system. That is, the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability

to pay.

COST/BENEFIT OF ABATEMENT

The City will use due caution in the analysis of any tax, fee, or water and wastewater incentives that are used to encourage development. A cost/benefit (fiscal impact) analysis will be performed as a part of such analysis and presented to the appropriate entity considering using such incentive.

DIVERSIFICATION AND STABILITY

In order to protect the government from fluctuations in revenue source due to fluctuations in the economy, and variations in weather (in the case of water and wastewater), a diversified revenue system will be sought.

NON-RECURRING REVENUES

One-time revenues will not be used for ongoing operations. Non-recurring revenues will be used only for non-recurring expenditures. Care will be taken not to use these revenues for budget balancing purposes.

PROPERTY TAX REVENUES

For every annual budget, the City shall levy two property tax rates: Maintenance & Operations and Interest & Sinking (debt service). The debt service levy shall be sufficient for meeting all principal and interest payments associated with the City's outstanding general debt obligations for that budget year. The debt service levy and related debt service expenditures shall be accounted for in the Debt Service Fund. The maintenance and operations levy shall be accounted for in the General Fund. The City will adhere to state law when calculating these tax rates. Property shall be assessed at 100% of the fair market value as appraised by the Bastrop Central Appraisal District. Reappraisal and reassessment shall be done regularly as required by State law. A 97% collection rate will serve as a minimum goal for tax collection, with the delinquency rate of 4% or less. The 97% rate is calculated by dividing total current year tax collections for a fiscal year by the total tax levy for the fiscal year.

All delinquent taxes will be pursued as part of the collection contract the City has with the Bastrop County Tax Assessor/Collector.

USER-BASED FEES

For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be an annual review of fees and charges to ensure that fees provide adequate coverage of costs and services.

GENERAL AND ADMINISTRATIVE CHARGES

A method will be maintained whereby the General Fund can impose a charge to the enterprise/proprietary funds for general and administrative services (overhead allocation) performed on the funds' behalf. The details will be documented and said information will be maintained in the Finance

Department.

TRANSFER FROM ELECTRIC FUND

There will be a transfer from the Electric Fund to the City's General Fund which represents a Return on Investment (payment in lieu of taxes). This transfer should not exceed 11% of the total proposed revenue of the Electric Fund for that budget year.

UTILITY RATES

The City will strive to review utility rates annually and, if necessary, adopt new rates to generate revenues required to fully cover operating expenditures, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital needs. This policy does not preclude drawing down cash balances to finance current operations. However, it is best that any extra cash balance be used instead to finance capital projects.

INTEREST INCOME

Interest earned from investment of available monies that are pooled will be distributed to the funds monthly in accordance with the claim on cash balance of the fund from which monies were provided to be invested.

REVENUE MONITORING

Revenues received will be regularly compared to budgeted revenues and variances will be investigated. This process will be summarized in the monthly financial report to Council.

EXPENDITURE CONTROL

OPERATING EXPENDITURES

Shall be accounted, reported, and budgeted for in the following categories:

1. Personnel Costs
2. Supplies and Materials
3. Maintenance and Repairs
4. Occupancy
5. Contractual Services
6. Other Charges
7. Contingency

APPROPRIATIONS

The level of budgetary control is the fund level budget in all Funds. Transfers between departments over \$25,000 will still require City Council approval. Transfers between expenditure accounts within a department may occur with the approval of the Department Director. City Manager approval is required if transferring from personnel accounts, capital accounts within a department, and transfers between

departments. When budget adjustments (i.e., amendments), are required between funds or between departments over \$25,000, these must be approved by the City Council through an Ordinance. Transfers between departments within the General Fund under the \$25,000 amount will be reported to City Council through the quarterly report.

CONTINGENCY ACCOUNT

The General Fund Contingency Account will be budgeted at a minimal amount (\$35,000). Increases to the contingency account must be approved by City Council.

CONTINGENCY ACCOUNT EXPENDITURES

The City Council must approve all contingency account expenditures over \$35,000. The City Manager must approve all other contingency account expenditures and report them to City Council.

PURCHASING CONTROL

All purchases shall be made in accordance with the City's Purchasing Policy. Authorization levels for appropriations previously approved by the City Council are as follows: below Directors \$1,000 (Directors can request to have this amount raised by submitting a written request to the Finance Department), for Directors up to \$9,999, for Chief Financial Officer up to \$14,999, and with any purchases exceeding \$15,000 to be approved by the City Manager.

PROFESSIONAL SERVICES

Professional services will generally be processed through a request for proposals process, except for smaller contracts. The City Manager may execute any professional services contract less than \$50,000 provided there is an appropriation for such contract.

PROMPT PAYMENT

All invoices will be paid within 30 days of receipt in accordance with the prompt payment requirements of State law. Procedures will be used to take advantage of all purchase discounts where considered cost effective. However, payments will also be reasonably delayed in order to maximize the City's investable cash, where such delay does not violate the agreed upon terms.

ASSET MANAGEMENT

INVESTMENTS

The City's investment practices will be conducted in accordance with the City Council approved Investment Policies.

CASH MANAGEMENT

The timing and amount of cash needs and availability shall be systematically projected in order to maximize interest earnings from investments.

INVESTMENT PERFORMANCE

A quarterly report on investment performance will be provided by the Chief Financial Officer to the City Council in accordance with the City's Investment Policy.

FIXED ASSETS AND INVENTORY

The City of Bastrop's Purchasing Policy defines Fixed Assets and "Minor Capital Outlay" items as items with a value over \$1,000 and with a life expectancy of two (2) or more years. Asset control will be conducted in accordance with the City Council approved Purchasing Policy Sec. IV which includes annual inventory count, proper disposal, and security measures. The Finance Department has procedures in place to capture these types of purchases, make sure they are added to the Fixed Asset List and be placed on the insurance. All departments should have procedures in place for proper maintenance of all city assets.

VEHICLE AND EQUIPMENT REPLACEMENT FUND

PURPOSE

The purpose of establishing a Vehicle and Equipment Replacement Fund (VERF), policy is to establish a decision-making process and criteria for purchase, replacement, elimination, and disposition of vehicles and equipment. The policy also establishes procedures to ensure those adequate funds will be available to purchase fleet assets and technology equipment, stabilizing the budgeting for major fleet and technology purchases, and provide sufficient cash flows for annual purchases of equipment greater than or equal to \$10,000.

ROLES AND RESPONSIBILITIES

Each department shall designate a fleet manager(s) to be responsible for oversight of department vehicles, equipment, and technology, and to ensure all equipment is safe, cost effective and meets the needs of the user department, and determining "best value" choosing the equipment to be purchased.

A Fleet Advisory Committee (FAC) should be established with the appropriate staff members, usually consisting of each departmental fleet manager(s). The committee will consider department requests in comparison to determination which assets to be purchased, replaced or eliminated annually. The FAC will provide an annual recommendation to the City Manager as part of the annual budget process for fleet purchases, replacements, eliminations and/or any other changes regarding fleet management.

FLEET INVENTORY

By November 1 of every year a physical inventory of all fleet assets shall be completed. By December 15 of each year, the City Finance Department shall distribute an inventory of all fleet assets to the Department Heads. By January 15 of each year, the FAC shall verify the accuracy of the inventory. The

final inventory shall include asset number (VIN #), description of asset (make, model, year), division or program the asset is assigned, and the mileage or hours of operation.

FUNDING OF FLEET ASSETS

All fleet assets purchased out of the VERF fund are owned by the fund and leased to the user departments. All assets purchased through the VERF are approved during the regular budget process prior to purchase. Accessories for fleet assets may be funded by the VERF as follows:

- (1) Accessories that will be funded by the VERF
 - (a) Initial purchase of accessories attached to the unit or required for the unit to perform its intended function.
 - (b) PC peripherals, i.e., wiring and laptop mounts.
 - (c) Accessories must be included in total cost of vehicle/equipment purchase.
- (2) Accessories that will not be funded by the VERF
 - (a) Maintenance items or services.
 - (b) Accessories added to the unit or replaced after the initial purchase is made and the unit is put into service.

All user departments will be charged an annual lease fee for each fleet asset allocated to their use from the VERF. Such fee will provide funds to purchase replacement assets. Money received from assets sold as surplus property will be credited to the VERF.

For vehicles and equipment that are not currently funded in the VERF, the FAC shall make recommendations as to how to fund replacement of the vehicles and/or equipment and present these recommendations as part of the annual budget process.

The purchasing of fleet through the VERF fund follow the same purchasing policy and procedures as any purchase would require.

VERF REVENUES

Departments will be charged an annual lease fee for assets assigned to them. Lease fees will be calculated in accordance with the following formula:

$$[A-B]/\text{Life} * C = X$$

A=Actual Vehicle and/or Equipment Cost

B=50% of Estimated Salvage Value

C=Inflation Factor

X=Normal Annual Lease Fee Charge

Life=Expected Life of Unit (See Replacement Criteria)

Charges to user departments will be reviewed periodically by the FAC. Lease fees may be adjusted during the annual budget process to ensure the adequacy of the VERF fund balance or to ensure the fund is not over funded. This analysis will include an anticipated cash flow examination that estimates the fund balance for the lease life of all assets.

FLEET ASSET REPLACEMENT CRITERIA

The department fleet manager shall annually identify assets that are candidates for replacement or elimination from the fleet as determined by the following replacement criteria:

| Vehicle/Equip Category | Age (Years) | Mileage/Hours |
|---|--------------------|----------------------|
| Patrol Sedans | 5 | 85,000 miles |
| Other Police Vehicles | 7-10 | 100,000 miles |
| Heavy Equipment (Dump Trucks, backhoes, Street Equip. etc.) | 10-20 | Varies |
| Mowers | 5-7 | Varies |
| Trucks | 7-10 | Varies |
| Fire Trucks | 10-20 | Varies |

By December 15 the FAC will confer with departments to review the departmental requests for the upcoming budget year. This will include discussion of request for additions to the fleet and the identification of assets for replacement or elimination to be considered for the next budget preparation cycle. The FAC shall make all recommendations for fleet additions, replacements or eliminations by February 15. By March 1, the CFO or designee shall calculate proposed lease fees using the lease fee calculation. Estimated costs will be used for inclusion in departmental budgets for the upcoming fiscal year.

All vehicle and equipment replacements are considered proposed until such time as the next year's budget is formally approved by Council. Department fleet managers are responsible to provide new title, VIN #s and all other pertinent information to the City Finance Dept. when the new vehicle and/or equipment is acquired. The Finance Department will be responsible for making sure all assets are properly insured.

For vehicles that are used frequently but incur very few miles, the replacement criteria may be exceeded, provided the vehicle remains safe and is economical to operate. Each year, these vehicles will be reviewed for replacement projections.

The finance department will be responsible for following the policy for disposal of assets when fleet is recognized as needing to be replaced or eliminated.

FINANCIAL CONDITION AND RESERVES

NO OPERATING DEFICITS

Current expenditures should be paid with current revenues. Deferrals, short-term loans, or one-time sources should be avoided as budget balancing technique. Reserves will be used only for emergencies on non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums.

OPERATING RESERVES

Failure to meet these standards will be disclosed to the City Council as soon as the situation is recognized and a plan to replenish the ending resources over a reasonable time frame shall be adopted. This should be followed by a plan to mitigate the re-occurrence of this type of shortfall in the future.

1. The General Fund ending fund balance will be maintained at an amount up to three months' worth of estimated expenditures or at a level of 25% of budgeted operating expenditures.
2. The Enterprise/ Proprietary Funds will be maintained at a minimum level of 35% of budgeted operating expenditures.
3. Fund balances which exceed the minimum level established for each fund may be appropriated for non-recurring capital projects.

RISK MANAGEMENT PROGRAM

The City Council adopts an Investment Policy annually that outlines the investment strategy guidelines with the first goal being the safety of public funds. These policies mitigate the risk associated with investing these public funds.

LOSS FINANCING

All reasonable options will be investigated to finance losses. Such options may include risk transfer, insurance, and risk retention. Where risk is retained, reserves will be established based on a calculation of incurred but not reported claims, and actuarial determinations and such reserves will not be used for any purpose other than for financing losses.

ENTERPRISE/ PROPRIETARY FUND SELF-SUFFICIENCY

The City's enterprise funds' resources will be sufficient to fund operating and capital expenditures. The enterprise funds will pay (where applicable) their fair share of general and administrative expenses, in-lieu-of-property taxes and/or franchise fees. If an enterprise fund is temporarily unable to pay all expenses, then the City Council may waive general and administrative expenses, in-lieu-of-property taxes and/or franchise fees until the fund is able to pay them.

HOTEL OCCUPANCY TAX FUND

The Hotel Occupancy Tax Fund reserve level needs to be sufficient to allow the fund to operate if a downturn in the economy occurred. Sufficient level of reserves should be a minimum of the annual Convention Center debt payment, Community Asset funding, and fifty percent (50%) of Visit Bastrop funding for the current year of expenditures to allow the City to ensure continuity of the organizations promoting tourism. Policy makers will need to determine priorities and funding levels should the economic downturn be expected to exceed this minimum reserve amount.

COMPREHENSIVE FUND BALANCE POLICY

BACKGROUND

The Governmental Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions (GASB-54). The primary objective of this standard is to improve the usefulness and comparability of fund balance information by reporting fund balance in more intuitive and meaningful components. This standard also clarifies the definitions of the different types of funds the governmental entity may set up for financial reporting purposes.

GASB-54 requires that written policies be formally adopted by the governing body depicting the procedures that will be used for committing fund balance, assigning fund balance, how stabilization funds will be determined, order of spending the fund balance categories, minimum fund balance levels, and use of governmental fund types.

FUND BALANCE CATEGORIES

Non-Spendable – Fund balance reported as “non-spendable” represents fund balance associated with inventory or prepaid items. The cash outlay for these types of items has already been made and therefore the resources represented by this fund balance category cannot be spent again.

Restricted – Fund balance reported as “restricted” represents amounts that can be used only for the specific purpose determined by law or by the external providers of those resources.

Committed – Fund balance reported as “committed” includes amounts that can be used only for specific purposes determined by a formal action and approval by City Council.

Assigned – Fund balance reported as “assigned” represents amounts intended to be used for specific purposes, but not meeting the criteria to be reported as committed or restricted fund balance.

Unassigned – Fund balance reported as “unassigned” represents the residual classification of fund balance and includes all spendable amounts not contained within the other classifications.

POLICY ON COMMITTED FUNDS

In accordance with GASB-54, it is the policy of the City of Bastrop that fund balance amounts will be reported as “Committed Fund Balance” only after formal action and approval by the City Council. The action to constrain amounts in such a manner must occur prior to year-end; however, the actual dollar amount may be determined in the subsequent period.

For example, the City Council may approve a motion to report within the year-end financial statements each year, if available, an amount equal to two months of operating expenditures as Committed Fund Balance for Stabilization (see also Policy on Stabilization of Funds). The dollar amount to be reported as stabilization funds might not be known at the time of approval. This amount can be determined later when known and appropriately reported within the year-end financial statements due to the governing body approving this action before year-end.

It is the policy of the City of Bastrop that the governing body may commit fund balance for any reason that is consistent with the definition of Committed Fund Balance contained within GASB-54. Examples of reasons to commit fund balance would be to display intentions to use portions of fund balance for future capital projects, stabilization funds, or to earmark special General Fund revenue streams unspent at year-end that are intended to be used for specific purposes.

After approval by the City Council, the amount reported as Committed Fund Balance cannot be undone without utilizing the same process required to commit the funds. Therefore, it is the policy of the City of Bastrop that funds can only be removed from the Committed Fund Balance category after motion and approval by the City Council.

POLICY ON ASSIGNING FUNDS

In accordance with GASB-54, funds that are intended to be used for a specific purpose but have not received the formal approval action at the governing body level may be recorded as Assigned Fund Balance. Likewise, redeploying assigned resources to an alternative use does not require formal action by the governing body.

GASB-54 states that resources can be assigned by the governing body or by another internal body or person whom the governing body gives authority to do so, such as a budget committee or the Chief Finance Officer. Therefore, having considered the requirements to assign fund balance, it is the policy of the City of Bastrop that the Chief Finance Officer will have the authority to assign fund balance of this organization based on intentions for use of fund balance communicated informally by the governing body.

POLICY ON STABILIZATION OF FUNDS

The City desires that a specific amount of fund balance be maintained perpetually to provide for emergencies, contingencies, revenue shortfalls, or budgetary imbalances that may occur from time to time. This formal set-aside of fund balance is commonly known as “Stabilization Funding”. Therefore, it is the policy of this City that, if available, an amount up to two months’ worth of regular General Fund Operating expenditures be reported as Committed Fund Balance for stabilization each year in the year-end external financial statements of the City.

In the absence of a formal action by the governing body in any given year specifying the desire to report committed fund balance for stabilization funds of up to one month of regular General Fund operating expenditures, if available, the formal adoption of this policy by the governing body will be deemed to serve as the formal action required to commit fund balance for stabilization funds. If at year-end, an amount less than two months of operating expenditures is available within fund balance that is not already reserved or committed for other purposes, then it is the policy of the City to record all remaining fund balance amounts as Committed Fund Balance for Stabilization.

POLICY ON ORDER OF SPENDING RESOURCES

It is the policy of the City of Bastrop that when expenditures are incurred that would qualify as expenditures of either Restricted Fund Balance or Unrestricted Fund Balance (Committed, Assigned, or Unassigned), those expenditures will first be applied to the Restricted Fund Balance category.

Furthermore, it is the policy of this City that when expenditures are incurred that would qualify as a use of any of the Unrestricted Fund Balance categories (Committed, Assigned, or Unassigned), those expenditures will be applied in the order of Committed first, then Assigned, and then Unassigned.

REVIEW OF GOVERNMENTAL FUND CLASSIFICATIONS

The City of Bastrop desires that the governmental fund types available for use in governmental financial reporting be appropriately selected based on the GASB-54 definitions of these fund types. Furthermore, the fund balance categories utilized within each of these fund types are also to be appropriately selected from the new GASB-54 classifications.

Therefore, after consideration of the purpose of each governmental fund type, it is the policy of the City of Bastrop to limit the fund balance categories that may be used with each governmental fund type as follows:

General Fund – Non-Spendable, Restricted, Committed, Assigned, and Unassigned.

Debt Service Funds – Restricted, Committed, and Assigned.

Capital Project Funds – Restricted, Committed, and Assigned.

Special Revenue Funds – Non-Spendable, Restricted, Committed, and Assigned.

DEBT MANAGEMENT

SELF-SUPPORTING DEBT

When appropriate, self-supporting revenues will pay debt service in lieu of tax revenues.

ANALYSIS OF FINANCING ALTERNATIVES

The City will explore all financing alternatives in addition to long-term debt including leasing, grants and other aid, developer contributions, impact fees, and use of reserves or current monies.

VOTER AUTHORIZATION

The City shall obtain voter authorization before issuing General Obligation Bonds as required by law. Voter authorization is not required for the issuance of Revenue Bonds and Certificates of Obligation. However, the City may elect to obtain voter authorization for Revenue Bonds.

BOND DEBT

The City of Bastrop will attempt to maintain base bond ratings of AA2 (Moody's Investors Service) and AA (Standard & Poor's) on its general obligation debt, and AA- on its revenue bonds. In an attempt to keep the debt service tax rate flat, retirement of debt principal will be structured to ensure constant annual debt payments when possible.

IRS COMPLIANCE

The City will maintain written procedures for Post Bond Issuance Federal Tax compliance with IRS laws and regulations for tax exempt debt.

STAFFING AND TRAINING

ADEQUATE STAFFING

Staffing levels will be adequate for the fiscal functions of the City to function effectively. Overtime shall be used only to address temporary or seasonal demands that require excessive hours. Workload scheduling alternatives will be explored before adding staff.

TRAINING

The City will support the continuing education efforts of all financial staff including the investment in time and materials for maintaining a current perspective concerning financial issues. Staff will be held accountable for communicating, teaching, and sharing with other staff members all information and training materials acquired from seminars, conferences, and related education efforts.

GRANTS/FUNDING REQUESTS FINANCIAL MANAGEMENT

GRANT SOLICITATION

Each department is responsible for researching and applying for grants that support needs within their department. The purpose of this policy is to ensure grant funding is solicited with prior approval of the City Manager. The grant application should only be made with input from pertinent departments. The grants should be cost beneficial and meet the City's objectives. Communication will be made with City Council to keep them informed on what grants are being solicited.

GRANT ACCEPTANCE

All grants awarded to the City of Bastrop must be accepted by action of the City Council. If the grant opportunity is identified early enough for inclusion in the annual budget, it shall be identified and budgeted in revenue and expenditure accounts. If the grant is accepted but has not been included in the annual budget, a budget amendment shall be requested to reflect the revenues and expenditures associated with the grant.

RESPONSIBILITY

Departments will oversee the day-to-day operations of grant programs, will monitor performance and compliance, and will also keep the Finance Department informed of significant grant-related plans and activities. Finance Department staff members will serve as liaisons with grantor financial management personnel, will prepare invoices, and will keep the books of account for all grants.

FUNDING REQUESTS FROM PARTNER ORGANIZATIONS

These organizations are identified as the Bastrop Economic Development Corporation and Visit Bastrop. The City Council will be informed of a funding request from a Partner Organization through an agenda item at a public meeting.

DONATIONS

LESS THAN \$25, 000

The City Manager is authorized to accept or reject any and all offers of donations made to the City having a monetary value of less than \$25,000 after due and proper consideration of the following factors:

1. Whether the proposed donation would be of a true benefit to the community or City Government;
2. Whether the proposed donation is appropriate or has practical use to the City's current or planned operations;
3. Whether the City already possesses similar items making the donated items(s) surplus;
4. Whether the proposed donation would require any undesirable or unreasonably high maintenance costs and efforts; and
5. Whether the required recognition, or stipulation, of the donor exceeds the value of the proposed donation or an acceptable level of recognition.

The City Manager shall prepare a report to be submitted to the City Council on a regular basis, not less than quarterly, detailing any offers of donations made to the City during the previous quarter, indicating whether such offer was accepted or rejected and, if rejected, stating the reason for same.

MORE THAN \$25, 000

The City Manager shall review proposals for donations having a monetary value of \$25,000 and greater to the City and shall prepare a recommendation to the City Council on such proposals. City Council action shall be required for acceptance of any such proposal. Prior to submittal to the City Council, the City Manager may invite comments from all affected City Department Heads and related Advisory Boards.

ACCEPTANCE

Upon acceptance by the City, the donor shall coordinate with City staff for the acceptance of the donation and specify a time frame for the expenditure or use of the donation. If a donation is not used for the intended specific purpose, within the approved amount of time, the donation may be returned to the donor upon request, or an extension of time may be permitted upon approval of the City and the donor.

All donations of any type in any amount of value shall be received and processed in accordance with proper and accepted accounting procedures.

ANNUAL REVIEW AND REPORTING

ANNUAL REVIEW

These Policies will be reviewed administratively by the City Manager at least annually, prior to preparation of the operating budget.

REPORTING

The Chief Financial Officer will report annually to the City Manager on compliance with these policies.

Tracy Waldron, Chief Financial Officer

Sylvia Carrillo, City Manager

History of Financial Policies:

Previously Approved 9/23/14

Previously Approved 10/25/16

Previously Approved 5/9/17

Previously Approved with Budget 9/25/18

Previously Approved 10/22/19

Previously Approved 9/8/20

Previously Approved 8/23/21

Previously Approved 8/23/22

RESOLUTION NO. R-2024-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE FINANCIAL MANAGEMENT POLICY, WHICH IS ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is the responsibility of local government to ensure that public funds are managed in a prudent and financially sound manner; and

WHEREAS, the City of Bastrop Financial Management Policy was last adopted by City Council in August 22, 2023; and

WHEREAS, financial policies provide guidelines for managing risk and assisting the City in complying with established public management best practices, while ensuring compliance with federal, state and local laws and reporting requirements; and

WHEREAS, this policy has been updated to reflect minor changes; and

WHEREAS, the City Council requests that the Financial Management Policy be reviewed and adopted annually by Council as a part of the budget adoption process to ensure this policy is current with State Law and appropriately addresses operational needs.

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

SECTION 1: The City Council hereby approves the City of Bastrop Financial Management Policy, which is attached as Exhibit A, and requests that it be reviewed and adopted annually as a part of the Budget adoption process.

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 declared to be severable.

SECTION 4: This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas on the 23rd day of July 2024.

CITY OF BASTROP, TEXAS

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



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STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-88 of the City Council of the City of Bastrop, Texas approving and adopting the Investment Policy and Investment Strategies attached as Exhibit A; approving the list of Qualified Brokers attached as Exhibit B; making various provisions related to the subject; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Edi McIlwain, Chief Financial Officer

BACKGROUND/HISTORY:

Provided in the Public Funds Investment Act (PFIA) section 2256.005(e) the governing body will review the Investment Policy annually and provide a written instrument stating that it has reviewed the Policy. The Act requires that a list of qualified brokers be approved annually. No changes are recommended to this list. There were no legislative updates to the Public Funds Investment Act this year. Staff has no recommended changes to this policy:

The Chief Financial Officer is the Investment Officer per the policy. The training requirement for this position will be required of the person accepting the job. This training is only required every two years.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Edi McIlwain, CFO recommends approval of Resolution No. R-2024-88 of the City Council of the City of Bastrop, Texas approving and adopting the Investment Policy and Investment Strategies attached as Exhibit A; approving the list of Qualified Brokers attached as Exhibit B; making various provisions related to the subject; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2024-88
- Investment Policy and Investment Strategies – Exhibit A
- List of Qualified Brokers – Exhibit B

RESOLUTION NO. R-2024-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AND ADOPTING THE INVESTMENT POLICY AND INVESTMENT STRATEGIES ATTACHED AS EXHIBIT A; APPROVING THE LIST OF QUALIFIED BROKERS ATTACHED AS EXHIBIT B; MAKING VARIOUS PROVISIONS RELATED TO THE SUBJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Public Funds Investment Act, Texas Government Code Ann., Chapter 2256 (the "Act"), provides that the governing body of an investment entity shall adopt a written investment policy and investment strategies regarding the investment of its funds; and

WHEREAS, the Act provides that the governing body of an investing entity shall review its investment policy and investment strategies not less than annually; and

WHEREAS, the City Council has reviewed the investment policy and investment strategies; and

WHEREAS, the Act provides that the governing body of an investing entity shall review, revise and adopt its list of qualified brokers at least annually.

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

Section 1: The City Council of the City of Bastrop, Texas, approves and adopts the Investment Policy and Investment strategies attached hereto as Exhibit A and list of Qualified Brokers Exhibit B made a part hereof by this reference.

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 reminder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

Section 4: This resolution shall take effect immediately from and after its passage, and duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, Texas this 23rd day of July 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT B

Eligible Broker/Dealer List
July 23, 2024

| BROKER |
|----------------------------------|
| Financial Northeastern Companies |
| Multi-Bank Securities, Inc. |
| |
| |
| |
| |



Investment Policy

DRAFT

JULY 23, 2024

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INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Bastrop to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. The City Council of the City of Bastrop shall review its investment strategies and policy annually. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Texas Government Code, Chapter 2256 (the “Act”) to define, adopt and review a formal investment strategy and policy. The policy provides conformance to all statutes, rules, and regulations governing the investment of public funds.

INVESTMENT STRATEGY

The City of Bastrop may maintain separate portfolios, or one commingled portfolio which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios. The investment objective for each portfolio will maintain the following priorities in order of importance: preservation and safety of principle, liquidity, diversification, understanding of the suitability of the investment to the financial requirements of the City, marketability of the investment and lastly yield.

The objective for all operating fund accounts will be to ensure that anticipated cash flows are matched with adequate investment liquidity. An additional objective is to create a diversified portfolio structure, which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short- to medium-term securities, which will complement each other in a laddered or barbell maturity structure. The maximum dollar weighted average maturity of 1 year or less will be calculated using the stated final maturity date of each security.

Debt service funds shall have as their objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. No extended investment may be made unless the prior debt service dates are fully funded.

Debt service reserve fund’s primary objective is the ability to generate a revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities. Volatility shall be further controlled through the purchase of securities, within the desired maturity and quality range.

Special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The state final maturity dates of securities held should not exceed the estimated project completion date.

Perpetual Care funds will have as the primary objective to ensure that the preservation and safety of the principle is the highest priority while experiencing higher yield over a longer period due to the nature of the fund.

SCOPE

This investment policy applies to all financial assets of the City of Bastrop. These funds are accounted for in the City’s Annual Financial Report and include the General Fund, Special Revenue Funds, Debt

Service Funds, Capital Projects Funds, Enterprise/ Proprietary Funds, Fairview Cemetery Perpetual Care Fund, and any new fund unless specifically exempted by the City Council.

OBJECTIVES

The primary objective of the City's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and local law.

The City shall maintain a comprehensive cash management program, which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements, by investing in securities with active secondary markets.

The City's cash management portfolio shall be designed with the objective of regularly matching or exceeding the yield on comparable U.S. Treasury Bill. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

DELEGATION OF RESPONSIBILITY

INVESTMENT OFFICER

Under the direction of the City Manager, the Chief Financial Officer is designated as investment officer of the City and is responsible for investment decisions and activities. The investment officer shall attend at least ten (10) hours of training relating to the officer's responsibility under the Act within 12 months of taking office or assuming duties. Thereafter, eight (8) hours of training must be completed every two fiscal years. The training cycle is concurrent with the city's fiscal year. Training must be received from an independent source, approved by the entity's governing body or investment committee, and must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with PFIA. If deemed appropriate, the City may engage the services of an outside registered investment advisor.

The Investment Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City, and they shall further disclose positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement

required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

CITY COUNCIL

The City Council holds ultimate fiduciary responsibility for the portfolio. It will receive and review quarterly reporting, approve broker/dealers, and review and adopt the Investment Policy and Strategy at least annually.

PRUDENCE

The standard of prudence to be applied by the investment officer shall be the “prudent investor” rule, which states:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

1. The investment of all funds, or funds under the City’s control, over which the officer has responsibility rather than a consideration as to the prudence of single investment.
2. Whether the investment decision was consistent with the written investment policy of the City.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security’s credit risk or market price changes, provided that these deviations are reported immediately, and that appropriate action is taken to control adverse developments.

REPORTING

The Chief Financial Officer shall submit a written and signed quarterly investment report of investment transactions for the preceding reporting period to the City Manager and City Council. The report will include a description in detail of the investment position of the City, to include:

1. describe in detail the investment position of the entity on the date of the report;
2. a summary of investments, and their beginning market value, additions and changes to the market value during the period, ending market value;
3. fully accrued interest for the reporting period;
4. a description of each investment;
5. The market value of the portfolio must be determined at least monthly. Market prices will be obtained from an independent source.
6. state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
7. state the maturity date of each separately invested asset that has a maturity date;
8. state the compliance of the investment portfolio to the investment policy and strategy and the

Act.

If the City invests in other than money market mutual funds, investment pools or bank time and demand accounts in any bank the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

INVESTMENT PORTFOLIO

ACTIVE PORTFOLIO MANAGEMENT

The City shall pursue a conservative pro-active versus passive portfolio management philosophy. That is, securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. The investment officer will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly. The City is not required to liquidate investments that were authorized investments at the time of the purchase. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

INVESTMENTS

Assets of the City of Bastrop may be invested only in the following instruments as further defined in the Act. At least 3 competitive offers or bids must be obtained for all individual security purchases and sales. These bids can be obtained orally, in writing, electronically or any combination of these methods. (Transactions with money market mutual funds, local government investment pools and when-issued securities shall also be evaluated with comparable investments).

AUTHORIZED

- a. Obligations of the United States Government, or its agencies and instrumentalities, including the Federal Home Loan Banks.
- b. General debt obligations of any US state or political subdivision rated AA or better.
- c. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- d. FDIC insured or collateralized depository certificates of deposit from banks collateralized in accordance with this policy and with a maximum maturity of three years.
- e. FDIC insured brokered certificate of deposit securities issued by any US state delivered versus payment to the City's safekeeping agent not to exceed three years to maturity. Before purchase, the investment officer must verify the FDIC status of the bank on www.fdic.gov to assure the bank is FDIC insured.
- f. Certificate of deposit or share certificate if issued by a depository institution that is guaranteed

or insured by the Federal Deposit Insurance Corporation (FDIC) or its successor or the National Credit Union Share Insurance Fund (NCUSIF) or its successor and secured by obligations described in the Public Funds Investment Act, Sec. 2256-009.

- g. AAA-rated, Local government investment pools in Texas which strive to maintain a \$1 net asset value (NAV) as defined by the Act and authorized by resolution of the City Council.
- h. Commercial paper rated A1/P1 or equivalent by two rating agencies with a maximum maturity of 365 days or fewer from the date of the issuance.
- i. FDIC insured or collateralized Interest bearing and money market accounts in any bank in Texas.
- j. AAA-rated, SEC registered money market funds striving to maintain a \$1 NAV.
- k. No-load Money Market Mutual Fund for investment of the perpetual care funds only, that is registered with and regulated by the Securities and Exchange Commission, provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 and complies with Federal Securities and Exchange Commission Rules 2a-7.

NOT AUTHORIZED

The City's authorized investments options are more restrictive than those allowed by state law. State law specifically prohibits investment in the following investment securities:

- a. An obligation whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- c. Collateralized mortgage obligations that have a state final maturity date of greater than 10 years.
- d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

HOLDING PERIOD

The City of Bastrop intends to match the maturities with liability and liquidity needs of the City. In no case, will the average dollar-weighted maturity of investments of the City's operating funds exceed three years. The maximum final stated maturity of any investment shall not exceed five years.

RISK AND DIVERSIFICATION

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification, which shall be achieved by the following general guidelines:

Risk of issuer default is controlled by limiting investments to those high credit quality instruments allowed by the Act, further restricted by policy.

Market risk can be limited by avoiding over-concentration assets in a specific maturity sector and limitation of average maturity of operating funds investment to two years.

SELECTION OF BANKS AND DEALERS

DEPOSITORY

At least every five years a Depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the services, costs, earning potential and credit worthiness of institutions shall be considered. The Chief Financial Officer shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

SECURITY BROKER/DEALERS

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements.
- proof of Financial Industry Regulatory Authority (FINRA) certification
- proof of Texas registration
- policy certification of review of the City's investment policy signed by an authorized representative of the organization to include acknowledgment that the firm has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards .

LIST OF QUALIFIED BROKERS

The City Council will annually adopt, by resolution a list of authorized brokers to engage in investment transactions with the City. Each broker/dealer will provide the required policy certification before any transaction can be executed.

COLLATERAL, SAFEKEEPING AND CUSTODY

TIME AND DEMAND DEPOSIT PLEDGED COLLATERAL

All bank time and demand deposits shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits less an amount insured by the FDIC. Evidence of the pledged collateral shall be provided by the Custodian. Reports of collateral shall be provided directly from the custodian on a monthly basis.

Collateral pledged to secure deposits of the City shall be held by an independent financial institution outside the holding company of the depository in accordance with a written safekeeping agreement under the terms of FIRREA. The safekeeping agreement shall clearly define the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The

safekeeping institution shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral.

AUTHORIZED COLLATERAL DEFINED

The City of Bastrop shall accept only the following securities as collateral:

1. FDIC insurance coverage.
2. Obligations of the US Government, its agencies and instrumentalities including mortgage-backed securities and CMO which pass the bank test.
3. Obligations, the principal and interest on which, are unconditionally guaranteed or insured by the State of Texas.
4. Securities from any US state and its subdivisions rated as A or better by two national recognized rating agencies.

SUBJECT TO AUDIT

All collateral shall be subject to inspection and audit by the Chief Financial Officer or the City's independent auditors.

INTERNAL CONTROLS

The Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Accordingly, the Chief Financial Officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping.
- Custodial safekeeping.
- Clear delegation of authority to subordinate staff members.
- Written confirmation for telephone (voice) transactions for investments and wire transfers.

Annually the Investment Officer shall perform an internal compliance audit to assure compliance with requirements of this Policy and the Act. Annually, the City's external auditor shall review the quarterly reports.

CASH FLOW FORECASTING

Cash flow forecasting is designed to protect and sustain cash flow requirements of the City. The Investment Officer will analyze and maintain a cash flow plan to monitor and forecast cash positions for Investment purposes.

DELIVERY VS. PAYMENT SECURITY SETTLEMENT

All securities shall be settled into City safekeeping using the delivery vs. payment method. That is, payments shall not be made until the correct security was received by the safekeeping agent. The security shall be held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City by the safekeeping agent.

LOSS OF CREDIT RATING

The investment officer shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio requiring ratings based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer shall notify the City Manager of the loss of rating, conditions affecting the rating and possible loss of principal with liquidation options available.

MONITORING FDIC COVERAGE

The Investment Officer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned by the City based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the investment officer shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

INVESTMENT POLICY ADOPTION

The City of Bastrop Investment Policy shall be reviewed and adopted by resolution of the City Council on at least an annual basis. Any changes made to the policy shall be reflected in the adopting resolution.

Last Adopted: August 23, 2022

GLOSSARY OF TREASURY TERMS

Agencies: Federal agency securities.

Asked: The price at which securities are offered to be sold to the City.

Bid: The price at which the City would sell its securities.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies and used to define the securities bought and sold under a repurchase agreement signifying ownership by the City.

Comprehensive Annual Financial Report (CAFR): The official annual report for the City of Bastrop. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and detailed statistical section.

Coupon: (a) The annual rate interest that a bonds' issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, carries an inventory of securities and may act as a principal in all transactions, buying and selling for his own account.

Debenture: A bond secured only by the general credit of the issuer.

Delivery versus Payment (DVP): Delivery versus payment means delivery of securities with a simultaneous exchange of money for the securities. It guarantees that the City always has control of its security or its fund.

Discount: The difference between the cost price of security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest bearing, money market instruments that are issued at a discount and redeemed at maturity for full face value, for example: U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, for example: S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per depositor.

Federal Funds Rate (the “Fed Rate”): The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks in relation to member commercial banks.

Federal National Mortgage Association (FNMA or Fannie Mae): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation. The corporation’s purchases include a variety of adjustable mortgages and secondary loans in addition to fixed-rate mortgages. FNMA’s securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The president of the New York Federal Reserve Bank is a permanent member while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., twelve (12) regional banks, and about 5,700 commercial banks that are members of the system.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable quantities can be purchased at those quotes.

Local Government Investment Pool (LGIP): A local cooperative of a political subdivisions allowing for joint investment and reinvestment of assets.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: A simultaneous buy-sell transaction used primarily for short term investing performed only under a Bond Market Association Master Repurchase Agreement. The master agreement defines the transaction, identifies the relationship between the parties, establishes practices regarding ownership and custody of the securities during the term of the investment, provides remedies in the case of default, and clarifies ownership.

Maturity: The date on which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers’ acceptances, etc.) are issued and traded.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A primary dealer is designated by the NY Fed with strong restrictions which submits daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and is subject to its formal oversight. The list of current primaries is found on the www.nyfed.gov.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Rate of Return: The rate obtainable on a portfolio or security based on its purchase price or its current market price. A rate of return portfolio is based on and traded to parallel an index and indicates active trading of the portfolio.

Repurchase Agreement (RP or REPO): A buy-sell transaction in which a holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SEC Rule 15C3-1: See uniform net capital rule.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Treasury Bills (T Bills): A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bond: The longest U.S. Treasury securities being auctioned at the time – usually 30-year maturity.

Treasury Notes: Intermediate-term, coupon-bearing U.S. Treasury securities having initial maturities from two to ten years.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital

of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield: The rate of annual income returns on an investment, expressed as a percentage. (a) Income Yield is obtained by dividing the current dollar income by the current market price of the security. (b) Net Yield or Yield to Maturity is the current income yield minus any premium above par.



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-89 approving the City of Bastrop Purchasing Policy, which is attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Edi McIlwain, Chief Financial Officer

BACKGROUND/HISTORY:

This policy was previously adopted on August 22, 2023. This policy is to be reviewed and approved by City Council annually as a part of the budget process.

This policy was reviewed by finance staff and there are not any recommended changes this year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Edi McIlwain, CFO recommends approval of Resolution No. R-2024-89 approving the City of Bastrop Purchasing Policy, which is attached as Exhibit A; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2024-89
- Purchasing Policy

RESOLUTION NO. R-2024-89**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE CITY OF BASTROP PURCHASING POLICY, WHICH IS ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, it is the responsibility of local government to ensure that public funds are managed in a prudent and financially sound manner; and

WHEREAS, the City of Bastrop Purchasing Policy was last adopted by City Council on August 22, 2023; and

WHEREAS, the Chief Financial Officer and the City Manager have performed an annual review of the Purchasing Policy; and

WHEREAS, the City Attorney has reviewed the City of Bastrop Purchasing Policy and found it to be in compliance with all State procurement laws; and

WHEREAS, the City Council requests that the Purchasing Policy be reviewed and adopted annually by Council as a part of the budget adoption process to ensure this policy is current with State Law and appropriately addresses operational needs.

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

Section 1. The City Council hereby approves the City of Bastrop Purchasing Policy, which is attached as Exhibit A, and requests that it be reviewed and adopted annually as a part of the budget adoption process.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd day of July 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Purchasing Policy

DRAFT
JULY 23, 2024

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PURPOSE

It is the policy of the City of Bastrop that all purchasing shall be conducted strictly based on economic and business merit. This policy is intended to promote the best interest of the citizens of the City of Bastrop, Texas.

The City of Bastrop intends to maintain a cost-effective purchasing system conforming to good management practices. The establishment and maintenance of a good purchasing system is possible only through cooperative effort. It must be backed by proper attitudes and cooperation of not only every Department Director and Official, but also every Supervisor and Employee of the City of Bastrop.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. In order to accomplish timely purchasing of products and services, at the least cost to the City of Bastrop, all departments must cooperate fully. Prior planning and the timely submission of requisitions are essential to expedite the purchasing process and to assure that the process is orderly and lawful.

This Policy reaffirms the City of Bastrop's commitment to strengthen purchasing and property controls to reasonably assure that assets are received and retained in the custody of the City of Bastrop.

CODE OF ETHICS

It is important to remember that when employees are participating in the purchasing process, they represent the City of Bastrop. By participating in the purchasing process, employees of the City of Bastrop agree to:

- a. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
- b. Demonstrate loyalty to the City of Bastrop by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.
- c. Refrain from any private business or professional activity that would create a conflict between personal interests and the interest of the City of Bastrop.
- d. Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence or appear to influence purchasing decisions.
- e. Handle confidential or proprietary information belonging to employer or suppliers with due care and proper consideration of ethical and legal ramifications and governmental regulations.
- f. Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- g. Expose corruption and fraud wherever discovered.
- h. Texas Law prohibits component purchasing, separate purchasing and sequential purchasing of any kind. An employee commits an offense by intentionally or knowingly making or authorizing component, separate or sequential purchasing to avoid the competitive bidding requirements.
- i. Adherence to the City's Ethics Ordinance is mandatory. If there is a conflict between the two Ethics policies, the stricter of the two would apply.

COMPETITIVE PURCHASING REQUIREMENTS

The City of Bastrop policy requires three quotes for purchases over \$3,000. The only exceptions to this rule are for items purchased under a cooperative contract, sealed bid award, sole source purchases or

purchases for an emergency.

Under no circumstances shall multiple requisitions be used in combination to avoid otherwise applicable bidding requirements or City Council approval.

WHO IS AUTHORIZED TO MAKE PURCHASES?

Purchases will only be processed if authorized by a Department Head or approved representative in an employee's direct chain of command.

INSTRUCTIONS FOR SOLICITING BIDS

When soliciting bids, City of Bastrop buyers must follow the steps below:

1. Give the same exact specifications to each vendor.
2. Give each bidder same deadline for turning in bids.

City of Bastrop buyers must inform vendors that bids submitted are all inclusive. Any charges for freight and handling, fuel fees or other costs must be included in the bid. To obtain contract status, the Department Head is responsible for first adhering to the procurement requirements stated below. City Manager approval or his designee is required.

PURCHASING CONTROL

Authorization levels established within the ERP system for appropriations previously approved by the City Council are as follows:

- Directors' or their designee not to exceed \$9,999.99
- Chief Financial Officer or designee up to \$14,999.99
- City Manager or designee approving purchases exceeding \$15,000.00

All purchases requiring a purchasing summary must have an approved purchase order before placing the order.

FLEET PURCHASES

The Finance Department will create a Fleet Appropriations List at the beginning of every fiscal year based on the adopted budget. A unit number will be assigned to each vehicle and equipment included on this list. This list will be distributed to each department with vehicles and equipment on the list.

Each department will complete and submit their purchasing summaries to the Finance Department, which should include the unit number assigned, as close to October 1st as possible. The purchasing summaries will be checked against the Fleet Appropriations List and reviewed for accuracy and completeness. Once reviewed by the Finance Department, the summaries will go to the City Manager for approval.

Upon approval by the City Manager, a purchase order will be created and authorized by the Finance Department for each approved purchasing summary. At the time of issuance of the purchase order, budgeted funds will be encumbered to prevent the funds from being reallocated.

Approved purchase orders will be sent to each department with authorized vehicles and equipment on

the Fleet Appropriations List. Once the department has received the approved purchase order, fleet orders can be placed with the selected vendor.

DOLLAR LIMITATIONS

The following dollar limitations should be used as a guideline. These limitations may not apply in all cases. Dollar limitations pertain to total purchase or invoice total not per single item cost. It is the Department Directors responsibility to ensure Purchasing policies are being adhered to.

\$0.01-\$3,000: Purchases of non-contract goods or services totaling \$3,000 or less require no quotation but are recommended.

If invoices for a single service contractor combine to total greater than \$3,000 in a fiscal year, the city will require the standards of \$3,001 to \$49,999 for purchasing to apply. As clearly identified in the Code of Ethics item h. Texas Law prohibits component purchasing, separate purchasing and sequential purchasing of any kind. An employee commits an offense by intentionally or knowingly making or authorizing component, separate or sequential purchasing to avoid the competitive bidding requirements.

Note that an employee does not commit an offense by making or authorizing component, separate, or sequential purchasing to address unexpected circumstances (such as unanticipated repairs) rather than to avoid competitive bidding requirements. Accordingly, if invoices for a single service contractor combine to total greater than \$3,000 in a fiscal year due to unexpected circumstances (and not to avoid competitive bidding requirements), the standards that apply to purchase totaling \$3,001 to \$49,999 will not apply.

If you have questions about which standards apply, contact the Finance Department.

\$3,001-\$49,999: Except where otherwise exempted by applicable State law, purchases totaling \$3,001 to \$49,999 require three (3) written quotes attached to a Purchasing Summary Form and a purchase order provided to the Finance Department.

No purchase orders of non-contract goods or services will be issued in excess of \$15,000 without City Manager or his designee prior approval.

If the lowest responsible quote is not selected, an explanation should be provided on the Purchasing Summary Form and approval by the City Manager will be required, no matter the dollar amount. Only the City Manager or his designee may determine "Best Value". The City Manager may elect to accept less than three quotes from a Director if due diligence has been documented by the Director in trying to adhere to the purchasing policy. A memo will be required from the Director providing a reason for their inability to obtain three written quotes and the scope of services being provided if applicable. It must be approved and signed by the City Manager and attached to each Purchasing Summary Form and purchase order provided to the Finance Department.

According to State Law, two (2) Historically Underutilized Businesses (HUBs) are to be contacted on a rotating basis. HUB vendors are obtained from the Texas Comptroller of Public Accounts website. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt.

If purchasing through a cooperative purchasing alternative, i.e., BuyBoard, DIR, TXMAS provide only one (1) written quote; proof or identification that the quote is from a cooperative source, complete a Purchasing Summary Form and a purchase order. Any vendor specific contracts should be on file with

the Finance Department prior to final approval being given if applicable. It is the Department Director's responsibility to ensure the cooperative information is on file with the Finance Department.

\$50,000+: Except as otherwise exempted by applicable State law, requisitions for item(s) whose aggregate total cost is more than \$50,000 must be processed as competitive solicitations (e.g., sealed bids, request for proposals, and request for offers). Texas Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids.

The Code requires that sealed bids and request for proposals (RFP) are advertised in a local newspaper for two consecutive weeks prior to the bid opening. All bids must be received sealed and turned in to the City Secretary's Office by the date and time listed in the bid. Any bids received after the stated time will be returned unopened. The bid opening process is open to the public and all vendors that respond to the specific are invited to attend. Questions concerning pricing will not be addressed at the opening. Contracts for services require Errors & Omissions coverage.

If purchasing through a cooperative purchasing alternative, i.e., BuyBoard, DIR, TXMAS provide only one (1) written quote; proof or identification that the quote is from a cooperative source, complete a Purchasing Summary Form and a purchase order. All cooperative vendor specific contracts should be on file with the Finance Department prior to final approval being given if applicable. It is the Department Director's responsibility to ensure the cooperative information is on file with the Finance Department. City Manager written approval is required.

Rental Agreement: Vendors who provide rental items to the city are required to carry insurance. The type and amounts of insurance required vary based on the item rented. The Chief Financial Officer must review all rental contracts before the contract is awarded.

PERSONAL OR PROFESSIONAL SERVICES

Under the Professional Services Procurement Act, a contract for the purchase of a personal or professional service is exempt from competitive bidding requirements. The City also provides exemption for the purchasing of planning services.

The City may not select providers of professional services based on competitive bids. In these situations, the City must make the selection and award based on demonstrated competence and qualifications for performing the services for a fair and reasonable price.

Professional services may include:

- Accounting
- Architecture
- Landscape architecture
- Land surveying
- Medicine
- Optometry
- Engineering
- Real estate appraisal
- Nursing

According to the Texas Attorney General's Office professional services may include "*members of disciplines requiring special knowledge or attainment and a high order of learning, skill and intelligence.*"

OTHER EXEMPTIONS

State law authorizes other categories of exempt purchases. Purchases from other governments, some auctions and going-out-of-business sales, and other purchases are exempt under provisions of the Local Government Code and Vernon's Statutes.

The following is a list of other areas that are exempt from competitive bidding requirements:

1. Land or right-of-way
2. Items that can be obtained from only one source, including:
 - a. items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies;
 - b. films, manuscripts or books;
 - c. electric power, gas, water, and other utility services; and
 - d. captive replacement parts or components for equipment;
3. Food
4. Personal property sold:
 - a. at an auction by a state licensed auctioneer;
 - b. at a going-out-of-business sale; or
 - c. by a political subdivision of the state, a state agency, or an entity of the federal government
5. Any work performed and paid for by the day is exempt from the competitive bidding process.
6. Work performed under a contract for community and economic development made by a county designed to reasonably increase participation by historically underutilized businesses in public contract awards by establishing a contract percentage goal for HUB businesses.

SOLE SOURCE PURCHASES

Sole Source purchases must be approved by the City Manager before purchasing. These conditions occur when the purchase involves compatibility of equipment, accessories, or replacement parts or when the goods or services is a one-of-a kind or protected by a patent, copyright, secret process. The product is only available from a regulated or natural monopoly. The product is a component or repair part that may only be purchased from the original supplier. The following items are necessary to provide sufficient justification for sole source purchase:

1. A memorandum to the City Manager with a statement must be attached to the Purchasing Summary Form that says enough vendors have been contacted to determine that only one practical source of supply exists or states the reasons only one source exists. This memorandum should include the City Manager's signature signifying his approval.
2. A bid from the sole source provider on company letterhead.
3. A letter from the vendor stating they are the sole supplier of the good.

A Purchasing Summary Form and purchase order is still required with the above information attached.

CHANGE ORDERS

According to purchasing law, the City of Bastrop may make changes to plans, specifications, or quantities after award of the contract, if necessary. However, no increase may exceed 25% of the original contract amount and any decrease of 25% or more must have the consent of the contractor.

Increases that cause a change in dollar limitations or purchasing law may supersede the 25% rule:

Example: If a contract is awarded for \$45,000, the allowable increase under the 25% rule would be \$11,250. However, this would cause the new price to exceed \$50,000, which by State law requires sealed bids and advertising. Increase would be limited.

Any change in a purchasing contract that exceeds 25% of the original amount will void the original contract.

MAKING THE PURCHASE

City of Bastrop buyers are responsible for making sure that the purchased good or service is received as specified. Under no circumstance should a buyer accept more goods or services than ordered. Employees are only authorized to purchase items that have been approved by their Department Head. A purchase over the original amount requires additional approval.

30 DAY ACCOUNTS PAYABLE CYCLE

Texas law requires municipalities to pay invoices within 30 days or be subject to the payment of interest. It is the responsibility of each department to make sure the signed invoices, purchase orders and any other required paperwork is submitted to the Finance Department as soon as the product is received, or service rendered.

It is the responsibility of Accounts Payable to pay all vendor invoices within 30 days of the date the services or products are received. If the invoice date is different from the service/product receipt date, the department will need to note on the invoice the date of receipt of the product or service. Any Variance between the purchase order and the vendor invoice must be reconciled and documented on the purchase order. Vendor payments can only be made for the original or modified purchase order amount.

EMERGENCY PROCEDURES

Valid emergencies are those that occur because of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. It is required to get City Manager or his designee approval on any emergency purchases.

The Legislature exempted certain items from sealed bidding in the ***Texas Local Government Code Section 252.022(a)***, including, but not limited to:

1. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality;
2. A procurement necessary to preserve or protect the public health or safety of the municipality's residents;
3. Procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

The following steps must be taken when making emergency purchases:

1. Employee must receive approval from the City Manager or his designee.
2. Employee will make every effort to solicit bids unless circumstances prevent employee from

doing so.

3. A written statement concerning the emergency must be provided following the incident to provide necessary documentation in Accounts Payable and must include the City Managers signature or his designees.

FEDERAL PROGRAMS

The City of Bastrop has adopted ***Federal 2 CFR 200.318 - 200.326 and Appendix II to Part 200*** for Federal Programs to ensure City procures materials and services in an efficient and economical manner that follows the applicable provisions of federal, state and local laws and executive orders. Federal 2 CFR 200 section 318 to 326 cover the following regulations:

200.318 – General Procurement Standards

200.319 – Competition

200.320 – Methods of Procurement to be followed

200.321 – Contracting with Small & Minority businesses, women business enterprises & labor surplus area firms

200.322 – Procurement of Recovered Materials

200.323 – Contract Cost & Price

200.324 – Federal awarding agency or pass-through entity review

200.325 – Bonding requirements

200.326 – Contract Provisions

ASSET CONTROL

INVENTORY CONTROL

The purpose of inventory control is to create and maintain a record/inventory of all fixed assets of the City of Bastrop. Fixed assets include all items over \$5,000 with a life expectancy of two (2) or more years. "Minor Capital Outlay" items must also be inventoried. These items will include assets purchased for \$1,000 to \$4,999.

When a fixed asset is received by the city, it is tagged with a City of Bastrop property tag (if feasible) and added to the Departments master list. A new asset form should be completed, signed, and provided to the Finance Department.

Each Department shall keep an inventory list of all fixed assets permanently assigned to an employee.

A wall-to-wall inventory of all fixed assets shall be performed every year or as deemed necessary. It is recommended that Departments perform an annual fixed assets inventory of equipment permanently assigned to employees.

USE OF PROPERTY

City of Bastrop employees should be aware that the use of City property for personal gain is strictly prohibited. City vehicles should only be used for official City business. City Personnel Policies list theft and unauthorized use of City property as grounds for immediate dismissal.

In addition, employees are not to use personal property for the performance of their job or at their work site. Personal items such as radios, coffee pots, picture frame, books, etc. is permissible: however, the City of Bastrop is not responsible for damage to or theft of these items.

DISPOSAL OF SURPLUS MATERIALS AND EQUIPMENT/ DONATIONS

City surplus materials and equipment (a/k/a 'surplus items') includes any City owned personal property such as furniture, fixtures, equipment, computers, vehicles, tools, clothing, or other such items, which have lost useful value to the City, have become non-functional or are obsolete. Such surplus items may be disposed of by one of the following methods:

- Sold competitively, by accepting sealed bids or by public auction;
- Traded in for acquisition of new equipment;
- Donated by the City to a recognized charitable organization;
- Provided to other governmental entities (donation or exchange).
- Sold as 'scrap' (for cash), if the items have no value except for salvage and the City Manager or his designee has authorized the sale for scrap; or
- Disposed of through solid waste collection services if the item has no salvage or other value and the City Manager or his designee has authorized such disposal.

Trade-In or Donation: Before trading-in and/or donating surplus items, the Department Head must prepare a memorandum to the City Manager and remit a copy to the Finance Department stating: 1) the identity of the surplus items to be disposed of, traded-in or donated, 2) the reasons for the surplus items being declared surplus, 3) the original purchase price (if ascertainable) of the surplus items, and 4) the value of proposed "trade-in" or "donation", in the estimation of the Department Head. If the Department Head receives approval by City Manager to proceed, the Department Head must coordinate their trading-in and/or donating surplus items with the Finance Department to ensure a Disposed Fixed Asset Form is completed and any other ancillary paperwork.

[Note: All property is owned in the name of the City of Bastrop and is not vested in any specific department.]

Sales: If the surplus items are to be sold, then the Department Head must prepare a memorandum to the City Manager and remit a copy to the Finance Department. The memo should include: 1) the identity of the items to be sold to include year, make, model, and any other identification characteristics, 2) a brief description providing why it is necessary to dispose of the item. The Department Head having received approval to sell a surplus item may then utilize one of the following options: 1) post notice in the local newspaper and/or through an approved on-line auction provider 2) advertise in the local newspaper, 3) request sealed bids, or 4) sell through a public auction, which may take place at a specified location or, by means of an on-line sale.

Preferred Disposition: Whenever reasonably feasible, it is the City's preference that the Department Head dispose of the surplus equipment by means of a public auction or sale held in cooperation with other City departments and surrounding government entities.

Procedures: The City Manager shall have the authority to approve the disposal, sale, trade-in, or donation of surplus items when the value of same is less than \$50,000, in total. If the total value exceeds \$50,001, then the City Manager shall obtain Council approval of the proposed disposal, sale, trade-in, or donation of surplus items.

Once approved by either the City Manager or Council, as appropriate, to document the disposal, sale, trade-in, or donation of surplus items a Disposed Fixed Asset Form must be prepared and submitted to

the Finance Department in addition to providing the license plates for any vehicles or equipment disposed of. The Finance Department manages the change of ownership and the receipt of funds.

City decals must be removed from all surplus City vehicles, machinery, and equipment before disposal, donation, trade-in, or sale.

City employees may participate, on their own time, in public auctions for the purchase of surplus City items.

LOST PROPERTY

After conducting an annual inventory and property is discovered to be lost, an explanation for the lost must be provided immediately to the Department Head using the Fixed Asset Form. Property losses that come to the attention of the employee before the annual inventory should be reported within 24 hours using the Fixed Asset Form.

All thefts are to be reported to a supervisor or Department Head as soon as possible. The City of Bastrop, Police Department must be notified immediately. Stolen fixed asset must be removed from the Master Inventory List and a copy of the police report attached to the Fixed Asset Form.

SECURITY MEASURES

All equipment will be kept in a secure area when not in use. Access to this area will be limited to the employees assigned to the secure area. In case of theft, the security of the area should be evaluated to determine if changes or re-keying of locks should be necessary.

RESPONSIBILITIES OF PARTIES

DEPARTMENT HEADS

1. Monitor and approve overall purchases to ensure that funds are spent judiciously and that budgeted resources are within their control and available for all procurement.
2. Reject requests for purchases that do not have proper authorization or include required documentation.
3. Approve all purchases up to \$9,999 excluding budgeted capital.
4. Adhere to the Purchasing Policies and the Code of Ethics.
5. Place cooperative agreements and Request for Proposals on file with Finance and monitor purchases to ensure that supply agreements are used.
6. Ensure that sole source requests meet the guidelines and include required documentation.
7. Inventory all fixed assets every year.
8. Verify goods and services are received as ordered before approving payment.
9. Annually inventory equipment assigned to employee.
10. Keep records of losses occurring in their areas to detect patterns of theft in one area or individual employee.

SUPERVISORS

1. Maintain security of equipment on-site
2. Keep a log of equipment issued to employees on a long-term basis.
3. Keep a log of equipment issued to employees on a short-term basis.
4. Forward all receipts and invoices to Department Head as soon as possible.
5. Check that equipment and supplies are returned upon termination of an employee.

CITY OF BASTROP ACCOUNTS PAYABLE

1. Pay bills in an accurate and timely manner.
2. Reject requests for purchases that do not have proper authorization or include required documentation.
3. Monitor purchases to ensure that supply agreements are used.
4. Ensure that purchasing policy requirement guidelines are met and required documentation included.

CITY OF BASTROP ACCOUNTING

1. Maintain the master fixed asset property list.
2. Assign inventory tags for fixed assets.
3. Provide Fixed Assets Forms.
4. Produce Master Inventory List as needed.
5. Process fixed asset transfers and retirements.
6. Review, approve and enter all purchase orders for budgeted fleet purchases.

PURCHASING CARD PROGRAM**PURPOSE**

The purpose of the Purchasing Card Program is to provide the City with an efficient and controllable method of making small dollar commodity, service, and travel purchases. This program is to be used to procure low-value maintenance, repair, and operational expense items. By using the purchasing card, it will simplify the payment process and take advantage of the rebate program the card provider offers. The City will issue cards via the provider of its choice. This card policy is not intended to replace, but rather supplement existing purchasing, travel, and other City policies. The same restrictions that apply to other methods of purchasing also apply to the purchasing cards.

ELIGIBILITY

Department Directors and Supervisors can make a request to the City Manager for a purchasing card in their name. Department purchasing cards can be issued to each department and be the responsibility of the Department Director or his designee. Criteria for determining which departments should be issued a department card:

- Will the use of a Credit Card enhance productivity?
- Will the use of a Credit Card reduce paperwork?
- Will the Credit Card be utilized regularly for the purchasing of authorized (budgeted) goods, supplies and services?

USAGE

Each card will have a daily and monthly limit. The daily limit on the Department Director cards is set by the City Manager. The Department Directors will provide to the Program Administrator in writing, the limits for Supervisors individual cards. The daily limit for the department cards is \$500. Limits can be

changed on a temporary or permanent basis when warranted and a written request is received by the Program Administrator from the Department Director.

Purchasing Cards may be used for small dollar purchases which do not exceed the daily transaction limit established by the Purchasing Policy and that do not exceed the cards maximum limit.

Acceptable purchases are:

- Maintenance and repair of equipment
- Operational expense items (within the dollar limits stated above)
- Registration Fees
- Travel expenses (must adhere to the Travel Policy)

Purchases made on the purchasing card will be for City business only. The purchasing card is not a personal line of credit and must never be used for personal or private purchases of any nature. When in doubt as to whether a purchase is allowable under the City policy, the Cardholder should either contact the Program Administrator before making the purchase or make payment personally and seek reimbursement from the City afterwards. Please remember that reimbursement for any out-of-pocket purchase made without authorization is subject to the City Manager's approval. Unauthorized purchases or use of the purchasing card in violation of this or any other City policy are prohibited, and purchaser will be subject to disciplinary action.

The Finance Department has a purchasing card with a \$125,000 monthly limit. This card is used solely to pay vendors that allow credit card payments and do not charge a processing fee. The advantage to this additional payment method is to obtain the rebate provided through the purchasing card program.

DUTIES AND RESPONSIBILITIES

A. Cardholder

1. The employee who is issued a card is called a "Cardholder" whether it was issued in their name or just in their custody (i.e. department card). The purchasing card has daily transaction limits as well as a maximum monthly limit.
2. Every transaction made using the purchasing card must have corresponding backup and be entered into the credit card program. All transactions will be reviewed and approved by the appropriate supervisor. All transactions, once reconciled, will be downloaded into the accounting system monthly.
3. Each Cardholder shall use the card only for authorized purchases. A hardcopy itemized receipt must be obtained from the vendor each time the card is used and be signed by the Cardholder and their Supervisor (when applicable).
4. The Cardholder is responsible for immediately notifying the Purchasing Card Provider, their Supervisor, and the Program Administrator if the card is lost or stolen.
5. Each Cardholder must acknowledge receipt of the purchasing card, understand the rules of usage, and sign the Purchasing Cardholder Agreement. Failure to abide by this Purchasing Card Policy may result in disciplinary action, up to and including termination of the employee. The Cardholder will be required to reimburse the City for any unauthorized transaction.
6. Upon resignation or termination of employment of a Cardholder, the Department Director shall notify the Program Administrator immediately, and the card shall be turned in to the Program Administrator.

B. Program Administrator

The Program Administrator is the Chief Financial Officer or their designee. The Program Administrator manages the Purchasing Card Program and has the following responsibilities:

1. Establishing purchasing card accounts and authorized limits
2. Point of contact for any Purchasing Card Program questions
3. Ensure compliance with the Purchasing Card Policy and the Purchasing Policy
4. Reviews all purchasing card transactions monthly
5. Terminating cards as needed

C. Departmental Responsibility

The Department Director determines who will be issued a purchasing card and the daily and monthly limits assigned. The Department Director will also ensure that purchases are authorized and adhere to City policies. Departments may implement more stringent internal authorization procedures that its Cardholders must follow to make purchases with the card. Directors or their designee are responsible for approving receipts and making sure the statements for each card are reconciled and backup uploaded to the credit card program within 15 days of the statement date to facilitate timely approval and processing.

PURCHASING CARD PROVIDER

The Purchasing Card Provider will generate a monthly billing statement at the close of every month. This statement can be obtained online. All Cardholders should receive instructions on how to establish a login to their account. The Cardholder is responsible for reconciling their respective statement, matching each transaction with a receipt as soon as it is received. If a transaction is listed which is not known to the Cardholder, the Cardholder is responsible for immediately notifying the Purchasing Card Provider and the Program Administrator of the disputed charge. It is imperative that each Cardholder promptly process the transactions and for approval by their supervisor

TRANSACTION/CARD LIMITS

Each individual purchasing card will have transaction and/or spending limits. The Chief Financial Officer in coordination with Department Director has the authority to limit types of purchases, places of purchases, and hours of day purchases that can be made on individual cards. The total purchase price as printed on the individual credit card receipt is known as the "transaction amount". The purchasing card may be limited by the merchant type, transaction amount, and monthly transaction limit. Each Cardholder will be set up with limits for each of these categories and will be made aware of the limits. A card transaction will be denied when swiped if the transaction exceeds any of the limits. The card transaction limits may not exceed those set in the policy guidelines.

SALES TAX

As a tax-exempt government agency, the City of Bastrop does not pay sales tax. Cardholders will be provided a copy of the City's Tax Exemption Certificate when requested. Cardholders are responsible for ensuring that the merchant does not include sales tax in the transaction, if possible. In the event sales tax is charged, the Cardholder is required to go back to the vendor/merchant to request a refund of the sales tax paid. If a refund is not possible, the Cardholder is required to submit a memorandum monthly to the Finance Department that includes an explanation as to why the sales tax paid cannot be credited along with a copy of the receipts showing the sales tax amount. The Finance Department will deduct the sales tax paid during the monthly sales tax reporting process.

RETURNS

Each Cardholder is responsible for coordinating returns with the vendor and making sure a proper credit slip is obtained. Credit shall be issued to the Cardholder's account. **Cash refunds are not allowed.**

RESTRICTIONS AND EXEMPTIONS

A. Employees may **not** use the card for the following:

1. Any purchases of items for personal use.
2. Cash refunds or advances.
3. Any purchase of goods/services or from a merchant type not considered prudent or of good judgment.
4. No purchases are to be processed through the employee's personal account online. You must establish a City account to process the purchase.
5. Any transaction amount greater than the Cardholder's transaction limit.
6. Items under contract unless an emergency exception is granted.
7. Alcohol or liquor of any kind. Patronization of bars, drinking places, and package stores must not be paid for with the purchasing card.
8. Separate, sequential, and component purchases or any transaction made with intent to circumvent the City Purchasing Policy or state law.
9. Any transaction that may cause or be perceived to cause damage to the City of Bastrop's reputation and goodwill, and/or reflect poorly on the ethical and moral decision-making of the Cardholder, staff, and elected officials.
10. Any other purchase specifically excluded in the City's Purchasing Policy.

B. Documentation

Supporting documentation must accompany each transaction including an itemized receipt signed by the Cardholder and Supervisor, when applicable. If a receipt is not obtained, a memo explaining the purchase must accompany the card statement.

C. Personal Use Restrictions

The card may not be used to pay spouse/family expense incurred while traveling. Only City business expenses are allowable, and the Cardholder must pay personal expenses separately.

OBTAINING A PURCHASING CARD**A. Steps:**

1. Department Director submits in writing requests for a purchasing card and determines the appropriate daily and monthly transaction limits.
2. The Program Administrator will request the Purchasing Card Provider to issue a purchasing card with these established limits.

Upon receipt of the purchasing card, the Program Administrator will have the Cardholder review and sign the Purchasing Cardholder Agreement.

3. The new Cardholder receives copies of:
 - a) Purchasing Cardholder Agreement
 - b) Purchasing Card Policy
 - c) Purchasing Policy
 - d) Travel Policy

REVOCATION OF THE PURCHASING CARD

The purchasing card is subject to revocation at any time at the discretion of the Department Director or Chief Financial Officer. When a card is revoked, changes are made online and take effect immediately. The Program Administrator is further authorized to temporarily suspend use of the card via electronic methods if unauthorized use is discovered and such use poses a threat to internal financial controls.

PAYMENT OF FUNDS**PURPOSE**

The Finance Department, under the direction of the Chief Financial Officer, is responsible for overseeing the payment process for the city, including oversight of appropriate payment methods, the approval process, and disbursement controls. This policy provides guidance governing all disbursements of city funds, except those for salaries and wages, and the appropriate usage of various payment methods. This policy establishes the Chief Financial Officer as the designated officer as required by Texas Local Government Code Section 105 to direct all payment of funds.

ROLES AND RESPONSIBILITIES

The finance department's accounts payable staff oversees the city disbursement process to ensure that only authorized disbursements are made, and that the disbursement process is efficient.

The Chief Financial Officer is responsible for working with accounts payable staff to develop and maintain adequate internal controls in the disbursement process, and to assess risks and review quality assurance standards. All disbursement documents are reviewed by the Chief Financial Officer or their designee prior to processing the disbursement to verify proper authorization of complete documentation is included.

The department heads are responsible for ensuring that the disbursement transactions are properly authorized, verifies that the transaction meets the conditions of this purchasing policy, is appropriate with the department's approved annual budget, and is allowable within the applicable funding source

restrictions.

The accounts payable staff will process only those transactions bearing appropriate departmental authorization and secondary authorization if required based on the approval limits stated in this purchasing policy.

TYPES OF PAYMENT REQUESTS

Invoices – It is the responsibility of the departments to submit invoices to accounts payable as quickly as possible and to expedite any other steps necessary to process invoices for payment. Vendor statements or quotes are not considered appropriate supporting documentation for purchases, and the city will not pay from such documents. It is expected that the purchaser of goods and services will always perform a receiving function, confirming that the goods and/or services ordered were received in accordance with the order. Department approval of invoices constitutes confirmation of receipt of goods and services.

Check Requests - Check requests may be submitted for payments of non-employees or employee reimbursements and other direct payments that cannot be made using a purchasing card or standard invoice submission. Appropriate supporting documentation must be attached to the check request to be processed.

FORMS OF PAYMENT

The City utilizes various forms of payment methods such as checks, direct deposit, electronic funds transfer (EFT), purchasing card, and wires. There is a two-step authorization process when using the check and EFT methods of payment, using secure signatures (electronic signatures) the employee processing the payments must enter a code and the Chief Financial Officer or their designee must enter a code. The signatures that appear on the checks must be authorized signers with the bank depository account.

The City encourages the electronic funds transfer payment method for the following reasons: eliminating storage of paper checks, reduce time spent on reconciliation, eliminating the occurrence of lost or stolen checks, reducing security risks, and improving tracking of payments using integrated banking technologies. This also gets the vendor paid much faster than mailing checks.

ANNUAL REVIEW AND REPORTING

These policies will be reviewed administratively by the City Manager at least annually, prior to preparation of the operating budget. The Chief Financial Officer will report to the City Manager on compliance with these policies.

Tracy Waldron, Chief Financial Officer

Sylvia Carrillo, City Manager

History of Purchasing Policy:
Previously Approved 09/23/2014
Previously Approved 10/23/2018
Previously Approved 09/24/2019
Previously Approved 09/08/2020
Previously Approved 08/24/2021
Previously Approved 08/23/2022

GLOSSARY OF PURCHASING TERMS

Component Purchases: Purchases of component parts of an item that in normal purchasing practices would be accomplished by one purchase. (Purchasing parts and assembling a finished product.)

Pecuniary Benefit: Any form of economic gain (money, gifts, etc.).

Fixed Assets: A piece of equipment with a value of \$5,000 or more and a life expectancy of two (2) year or more.

Separate Purchases: Purchases made separately of items that in normal purchasing practices would be accomplished by one consolidated purchase. (Multiple purchase orders of similar items to avoid bidding procedures.)

Sequential Purchases: Purchases, made over a period, of items in normal purchasing practices would be combined and bid as one purchase. (Similar to above but multiple purchases of the same items to avoid bids.)



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-98 of the City Council of the City of Bastrop, Texas for the release of land from the city's extraterritorial jurisdiction upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The City Secretary received a petition for the release of several tracts of land comprised of tract or parcel of land currently situated within the ETJ of the City.

POLICY EXPLANATION:

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

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

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

RECOMMENDATION:

Consider action to approve Resolution No. R-2024-98 of the City Council of the City of Bastrop, Texas for the release of land from the city's extraterritorial jurisdiction upon request and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

ATTACHMENTS:

- Resolution No. R-2024-98
- Petition

CITY OF BASTROP, TX
RESOLUTION NO. R-2024-98

EXTRATERRITORIAL JURISDICTION RELEASE

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

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

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

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

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

WHEREAS, the City Council has received petitions for multiple properties to be released from the ETJ, a list of which is included in **Exhibit A**; and

WHEREAS, the City Council received a petition from Cedar Creek East, LP on June 13, 2024, for the release of a certain tract of land ("Property"), which Property is more accurately described in **Attachment 1**, which is attached hereto and incorporated herein; and

WHEREAS, the City Council received a petition from CTX SPE 3, LP on June 13, 2024, for the release of a certain tract of land ("Property"), which Property is more accurately described in **Attachment 2**, which is attached hereto and incorporated herein; and

WHEREAS, the City Council received a petition from Jangam Vikram, the designated representative of Westside Mesa, LLC, on May 13, 2024, for the release of a certain tract of land ("Property"), which Property is more accurately described in **Attachment 3**, which is attached hereto and incorporated herein; and

WHEREAS, the City Council received a petition from Jason Alley on June 12, 2024, for the release of a certain tract of land ("Property"), which Property is more accurately described in **Attachment 4**, which is attached hereto and incorporated herein; and

WHEREAS, the City Council received a petition from SPE 3 MH, LP on June 13, 2024, for the release of a certain tract of land totaling 19.231 acres ("Property"), which Property is more accurately described in **Attachment 5**, which is attached hereto and incorporated herein; and

WHEREAS, the City Council received a petition from SPE 3 MH, LP on June 13, 2024, for the release of a certain tract of land totaling 14.911 acres ("Property"), which Property is more accurately described in **Attachment 6**, which is attached hereto and incorporated herein; and

WHEREAS, having received verification from the City Clerk, the City Council finds the attached ETJ Release Petitions for the Property ("Petitions"), which are attached as **Attachments 1-6** and incorporated herein, are valid and this Resolution is necessary and proper for the good government, peace, or order of the City to release the Properties from the City's ETJ.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this resolution ("Resolution") by reference as findings of fact as if expressly set forth word-for-word herein.

Section 2. Release: The Petitions are hereby considered verified; therefore, the Properties as described in the Petitions included as **Attachments 1-6** are hereby released from the City's ETJ.

Section 3. Filing: The City Secretary is hereby directed to file a certified copy of this Resolution and an updated map of the City's ETJ boundary with the County Clerk of Bastrop County, Texas.

Section 4. Repealer: To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in

conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.

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

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

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

PASSED & APPROVED on First Reading by the City Council of the City of Bastrop, on this, the 23rd day of July 2024.

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"**List of Property Owners and Legal Description of Properties to Be Released**

| Property Owner(s) | Legal Description of Property | Attachment |
|---|--|-------------------|
| Cedar Creek East, LLP | A 575.264-acre tract of land out of the Reuben Gage Survey, Abstract No. 31 and the Atauacio Garcia Survey, Abstract No. 32 both of Bastrop County Texas; being a portion of a called 806.994-acre tract of land as conveyed to Travis Moore Roberts and Clay Walton Roberts by Bastrop County Probate Case Number 7549, and as described by Individual Partition Deed conveyed to Nicky Lynn Roberts recorded in Volume 357, Page 369 of the Official Public Records of Bastrop County Texas, being a portion of a called 231.763-acre tract of land described as second tract as conveyed to Cathy Moore Hunter by Partition Deed recorded in Volume 692, page 65 of the Official Public Records of Bastrop County, Texas, and being a portion of Lots 5, 8 and 11 of Mark Young Ranch, a Subdivision as referenced in Volume 59, Page 351 of the Deed Records of Bastrop County, Texas. | Attachment 1 |
| CTX SPE 3, LP; Cedar Creek East, LP; 5Star Family Holdings, LP; Hogsbreath Investments, LP; CABO 35 Street Developments, LP; Boring Accountant, LP; Real 812 Holdings, LP; Rio Grande Equity, LP; Ancho Development Holdings, LP; 812 Commercial Investments, LP | A 582.444-acre tract of land out of the Hiram Beales Survey, Abstract No. 12, the Ruben Gage Survey, Abstract No. 31, and the L.C. Cunningham Survey, Abstract No. 24, all of Bastrop County, Texas; being all of a called 35.759-acre tract of land as conveyed to Austin14 SAI Investments, LLC, by Special Warranty Deed recorded in Document Number 202207706 of the Official Public Records of Bastrop County, Texas, being all of the remainder of called 78.934-acre tract of land described as Tract 1, all of the remainder of a called 43.231-acre tract of land described as Tract 2, and all of a called 21.838-acre tract of land described as Tract 3, all as conveyed to 5Star Family Holdings, LP, by Special Warranty Deed recorded in Document Number 202114069 of the Official Public Records of Bastrop County, Texas, being all of a called 100.842-acre tract of land described as Tract 1, a portion of the remainder of a called 121.00-acre tract of land described as Tract 2, and a portion of the remainder of a called 587.274-acre tract of land described as Tract 3, all as conveyed to Cedar Creek East, LP, by Special Warranty Deed recorded in Document Number 202114074 and Correction Instruments as | Attachment 2 |

| | | |
|------------------------------------|---|--------------|
| | to the recorded Original Instrument recorded in Document Numbers 202216447 and 202216495, all of the Official Public Records of Bastrop County, Texas, being all of the remainder of a called 184.561-acre tract of land described as Tract 1, and a portion of the remainder of a called 231.318-acre tract of land described as Tract 2, both as conveyed to CTX SPE 3, LP, by Special Warranty Deed recorded in Document Number 202114039 of the Official Public Records of Bastrop County, Texas, being a portion of the remainder of a called 810.512-acre tract of land as conveyed to CTX SPE 3, LP, by General Warranty Deed recorded in Document Number 202114026 and corrected by General Warranty Deed recorded in Document Number 202115827, both of the Official Public Records of Bastrop County, Texas, being a portion of a called 141.079-acre tract of land as conveyed to NEU Community Creekside, LLC, by Special Warranty Deed recorded in Document Number 202207532 of the Official Public Records of Bastrop County Texas, being a portion of a 100-foot wide unimproved Right-Of-Way as dedicated to the Public by Volume 427, Page 848 of the Official Public Records of Bastrop County, Texas, and being a portion of Lots 1, 2, 4, 5, 7 and 8 of Mark Young Ranch, a subdivision as referenced in Volume 52, Page 351 of the Dee Records of Bastrop County, Texas. | |
| Westside Mesa, LLC (Vikram Jangam) | A399 Green, M., Acres 337.727; 488 Mesa Dr., Del Valle, TX 78617; Property ID: 46486 | Attachment 3 |
| Jason Alley | A 424.402 acres tract in the Lubel Leverage Survey and Jacob Walters Survey, Bastrop County, Texas; 424.402 acre tract or parcel of land out of the Lubel Leverage Survey, A-225 in Bastrop County, Texas, and a part of that certain 756.08 acre tract described in a deed to RED Partners, Ltd, and RED Partners Management, LLC, dated February 24, 2021, recorded in Document No. 202103316, Bastrop County Official Public Records AND 325.20 acres of land out of the Jacob Walter Survey, Abstract No. 338, Bastrop County, Texas and being a part or portion of the land described in a conveyance to thu [sic] Robert E. Duff Descendants Trust in the Deed of Record in Document 201914108 of the Official Public Records of Bastrop County, Texas. | Attachment 4 |
| SPE 3 MH, LP | A 19.231-acre tract of land out of the Reuben Gage Survey, Abstract No. 31, and the LC Cunningham Survey, Abstract No. 24, both of Bastrop County, Texas; being a portion of a called 810.512-acre tract | Attachment 5 |

| | | |
|--------------|---|--------------|
| | of land as conveyed to CTX SPE 3, LP, by General Warranty Deeds recorded in Doc. No. 202114026 and corrected in Doc. No. 202115827, both of the Official Public Records of Bastrop County, Texas, and being a portion of Lots 2 and 5 of Mark Young Ranch, a subdivision as referenced in Volume 59, Page 351 of the Deed Records of Bastrop County, Texas. | |
| SPE 3 MH, LP | A 14.911-acre tract of land out of the Reuben Gage Survey, Abstract No. 31, and the LC Cunningham Survey, Abstract No. 24, both of Bastrop County, Texas; being a portion of a called 810.512-acre tract of land as conveyed to CTX SPE 3, LP, by General Warranty Deeds recorded in Doc. No. 202114026 and corrected in Doc. No. 202115827, both of the Official Public Records of Bastrop County, Texas, and being a portion of Lots 2, 4 and 5 of Mark Young Ranch, a subdivision as referenced in Volume 59, Page 351 of the Deed Records of Bastrop County, Texas. | Attachment 6 |

PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

CEDAR CREEK EAST LP, a Texas limited partnership (the "Petitioner"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 575.264 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Bastrop, Texas (the "City"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

I.

The Petitioner holds fee simple title to the Land, and hereby represents that it owns a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Bastrop Central Appraisal District, attached hereto as **Exhibit C**.

II.

The Petitioner represents that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioner represents that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million

that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives this petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on June 11th, 2024.

CEDAR CREEK EAST LP

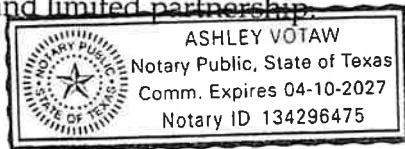
a Texas limited partnership

By: CTX Capital Partners, LLC
a Delaware limited liability company
its General Partner

By: [Signature]
Name: T. Craig Benson
Title: Managing Partner
DOB: 1/31/62
Residence Address: 415 Wathen
Ave Austin, TX
Date of Signing: 6/11/24

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 11th day of June, 2024, by T. Craig Benson, Managing Partner of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **CEDAR CREEK EAST LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



(NOTARY SEAL)

[Signature]
Notary Public, State of Texas

Attachments:

Exhibit A: Description of the Land

Exhibit B: Map of the Land

Exhibit C: Certificate of Ownership

EXHIBIT A

Bastrop County Municipal Utility District No. 4
575.264 Acres

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 575.264 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31 AND THE ATAUACIO GARCIA SURVEY, ABSTRACT NO. 32, BOTH OF BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 806.994 ACRE TRACT OF LAND AS CONVEYED TO TRAVIS MOORE ROBERTS AND CLAY WALTON ROBERTS BY BASTROP COUNTY PROBATE CASE NUMBER 7549, AND AS DESCRIBED BY INDIVIDUAL PARTITION DEED CONVEYED TO NICKY LYNN ROBERTS RECORDED IN VOLUME 357, PAGE 369 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF A CALLED 231.763 ACRE TRACT OF LAND DESCRIBED AS SECOND TRACT AS CONVEYED TO CATHY MOORE HUNTER BY PARTITION DEED RECORDED IN VOLUME 692, PAGE 65 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOTS 5, 8 AND 11 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 59, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 575.264 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at broken TXDOT Type I concrete right-of-way monument found on the north right-of-way line of State Highway 21 (width varies) as dedicated by Volume 91, Pages 456, 462, 483 and 487 of the Deed Records of Bastrop County, Texas, at an easterly corner of the above described Roberts 806.994 acre tract, and at an angle point on the south line of a called 136.182 acre tract of land as conveyed to Hervenshan, LLC. by General Warranty Deed recorded in Document Number 202017479 of the Official Public Records of Bastrop County, Texas, for an easterly corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type I concrete right-of-way monument found on the north right-of-way line of said State Highway 21, at the most southerly corner of said Hervenshan Tract, bears S 65°24'06" E a distance of 59.58 feet;

THENCE, with the north right-of-way line of said State Highway 21 and the south line of said Roberts 806.994 acre tract the following four (4) courses:

- 1) S 58°40'22" W a distance of 256.25 feet to a TXDOT Type I concrete right-of-way monument found at an interior corner of said Roberts 806.994 acre tract, for an interior corner of the herein described tract;
- 2) S 31°22'34" E a distance of 49.73 feet to a broken TXDOT Type I concrete right-of-way monument found at an exterior corner of said Roberts 806.994 acre tract, for an exterior corner of the herein described tract;
- 3) S 58°29'40" W a distance of 644.37 feet to a TXDOT Type I concrete right-of-way monument found for an angle point, from which a TXDOT Type I concrete right-of-way monument found on the south right-of-way line of said State Highway 21, bears S 30°50'33" E a distance of 99.94 feet; and

EXHIBIT A

- 4) S 58°34'26" W a distance of 769.04 feet to a 5/8-inch iron rod with cap stamped "RPLS 1753" found at the most easterly corner of a called 9.600 acre tract of land as conveyed to Humayun Khalid and Nuzhat Sultana, Trustees of the Khalid Family Trust by Special Warranty Deed recorded in Document Number 202007824 of the Official Public Records of Bastrop County, Texas, and at an exterior corner of said Roberts 806.994 acre tract, for an exterior corner of the herein described tract;

THENCE, with a southwest line of said Roberts 806.994 acre tract and the northeast line of said Khalid 9.600 acre tract, N 47°19'31" W a distance of 728.34 feet to a 1/2-inch iron rod found at the most northerly corner of said Khalid 9.600 acre tract, at an interior corner of said Roberts 806.994 acre tract, for an interior corner of the herein described tract;

THENCE, with a southeast line of Roberts 806.994 acre tract and the northwest line of said Khalid 9.600 acre tract, S 43°02'57" W a distance of 653.34 feet to a 1/2-inch iron rod found at the most westerly corner of said Khalid 9.600 acre tract, and at the most northerly corner of a called 4.9957 acre tract of land as conveyed to Humayun Khalid and Nuzhat Sultana, Trustees of the Khalid Family Trust by Special Warranty Deed recorded in Document Number 202007825 of the Official Public Records of Bastrop County, Texas, for an angle point, from which a 5/8-inch iron rod found on the north right-of-way line of said State Highway 21, at the most southerly corner of said Khalid 9.600 acre tract, and at the most easterly corner of said Khalid 4.9957 acre tract, bears S 46°45'04" E a distance of 543.59 feet;

THENCE, continuing with a southeast line of Roberts 806.994 acre tract and with the northwest line of said Khalid 4.9957 acre tract, S 42°50'41" W a distance of 454.73 feet to a 1/2-inch iron rod found at the most westerly corner of said Khalid 4.9957 acre tract, and at the most northerly corner of a called 6.107 acre tract of land as conveyed to Robert D. Cunningham and Patricia E. Cunningham by Warranty Deed recorded in Document Number 202003091 of the Official Public Records of Bastrop County, Texas, for an angle point;

THENCE, continuing with a southeast line of Roberts 806.994 acre tract and with the northwest line of said Cunningham Tract, S 42°56'07" W a distance of 618.49 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on a fence line, at the east corner of an unrecorded cemetery as described in said Volume 357, Page 369 of the Official Public Records of Bastrop County, Texas, and at an exterior corner of said Roberts 806.994 acre tract, for an exterior corner of the herein described tract;

THENCE, with a fence line, the northeast line of said cemetery and a southwest line of said Roberts 806.994 acre tract, N 49°26'39" W a distance of 138.81 feet to a fence corner found at the most northerly corner of said cemetery, at an interior corner of said Roberts 806.994 acre tract, for an interior corner of the herein described tract;

THENCE, with a fence line, the northwest line of said cemetery and a southeast line of said Roberts 806.994 acre tract, S 42°28'18" W a distance of 145.68 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most westerly corner of said cemetery, and at an interior corner of said Roberts 806.994 acre tract, for an interior corner of the herein described tract;

EXHIBIT A

THENCE, with the southwest line of said cemetery and a northeast line of said Roberts 806.994 acre tract, S 49°16'08" E a distance of 137.62 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on a fence line and on the northwest line of said Cunningham Tract, at the most southerly corner of said cemetery, and at an exterior corner of said Roberts 806.994 acre tract, for an exterior corner of the herein described tract;

THENCE, with a southeast line of Roberts 806.994 acre tract and with the northwest line of said Cunningham Tract, S 42°23'53" W a distance of 185.30 feet to a 1/2-inch iron rod found at a southerly exterior corner of said Roberts 806.994 acre tract, and at the most easterly corner of OAK FOREST SEC. ONE, a subdivision recorded in Cabinet 2, Sheet 220B of the Plat Records of Bastrop County, Texas, for the most southerly corner of the herein described tract;

THENCE, generally along a fence, with the southwest line of said Roberts 806.994 acre tract and the northeast line of said OAK FOREST SEC. ONE, the following thirteen (13) courses:

- 1) N 12°52'49" W a distance of 20.27 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 2) N 26°03'30" W a distance of 33.61 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 3) N 49°08'06" W a distance of 43.86 feet to a 14-inch cedar elm found for an angle point;
- 4) N 51°58'54" W a distance of 33.83 feet to a 13-inch cedar elm found for an angle point;
- 5) N 42°55'43" W a distance of 32.79 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 6) N 47°01'02" W, pass a 1/2-inch iron rod with cap stamped "James Garron RPLS 4303" found at the common east corner of Lots 8 and 9 of said OAK FOREST SEC. ONE at a distance of 161.50 feet, and continuing on for a total distance of 182.45 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 7) N 46°20'16" W a distance of 443.56 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 8) N 45°28'31" W, pass a 1/2-inch iron rod found at the common east corner of Lots 10 and 11 of said OAK FOREST SEC. ONE at a distance of 78.55 feet, and continuing on for a total distance of 238.62 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the common east corner of Lots 11 and 12 of said OAK FOREST SEC. ONE, for an angle point;
- 9) N 55°09'44" W a distance of 78.72 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

EXHIBIT A

- 10) N 45°03'52" W, pass a 1/2-inch iron rod found at the common east corner of Lots 12 and 13 of said OAK FOREST SEC. ONE at a distance of 82.03 feet, pass a 1/2-inch iron rod found at the common east corner of Lots 13 and 14 of said OAK FOREST SEC. ONE at a distance of 242.76 feet, and continuing on for a total distance of 282.28 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 11) N 46°45'50" W, pass a 1/2-inch iron rod found at the common east corner of Lots 16 and 17 of said OAK FOREST SEC. ONE at a distance of 440.28 feet, and continuing on for a total distance of 448.41 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 12) N 45°52'58" W, pass a 1/2-inch iron rod found at the common east corner of Lots 17 and 18 of said OAK FOREST SEC. ONE at a distance of 150.00 feet, pass a 1/2-inch iron rod found at the common east corner of Lots 19 and 20 of said OAK FOREST SEC. ONE at a distance of 468.94 feet, and continuing on for a total distance of 827.63 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point; and
- 13) N 48°35'22" W a distance of 58.05 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing with the southwest line of said Roberts 806.994 acre tract and partly with the northeast line of said OAK FOREST SEC. ONE and partly with the northeast line of OAK FOREST SEC. TWO, a subdivision recorded in Cabinet 2, Sheet 221A of the Plat Records of Bastrop County, Texas, N 48°34'12" W, pass a 1/2-inch iron rod found at the most northerly corner of said OAK FOREST SEC. ONE, and at the most easterly corner of Lot 43 of said OAK FOREST SEC. TWO at a distance of 30.00 feet, and continuing on for a total distance of 289.32 feet to a calculated point for the most easterly corner of the herein described tract, from which a 1/2-inch iron rod found at the most northerly corner of said OAK FOREST SEC. TWO, bears N 48°34'12" W a distance of 324.34 feet;

THENCE, over and across said Roberts 806.994 acre tract, N 41°25'48" E a distance of 115.35 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 12°18'09" E a distance of 324.85 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 43°12'57" E a distance of 330.99 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing over and across said Roberts 806.994 acre tract, along said curve to the left, an arc distance of 171.02 feet, having a radius of 120.00 feet, a central angle of 81°39'17" and a chord which bears N 02°23'18" E a distance of 156.91 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 66°59'14" E a distance of 472.41 feet to a calculated point for the beginning of a non-tangent curve to the right and an interior corner of the herein described tract;

EXHIBIT A

THENCE, continuing partly over and across said Roberts 806.994 acre tract, and partly over and across the above described Hunter 231.763 acre tract, along said curve to the right, an arc distance of 115.96 feet, having a radius of 55.00 feet, a central angle of 120°48'11" and a chord which bears N 27°37'05" E a distance of 95.65 feet to a calculated point of tangency;

THENCE, continuing partly over and across said Hunter 231.763 acre tract, and partly over and across said Roberts 806.994 acre tract, N 88°01'10" E a distance of 599.43 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Roberts 806.994 acre tract, along said curve to the right, an arc distance of 43.44 feet, having a radius of 1,040.00 feet, a central angle of 02°23'36" and a chord which bears N 89°12'58" E a distance of 43.44 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Roberts 806.994 acre tract, along said curve to the left, an arc distance of 22.99 feet, having a radius of 15.00 feet, a central angle of 87°49'38" and a chord which bears N 46°29'57" E a distance of 20.81 feet to a calculated point of tangency;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 02°35'08" E a distance of 5.44 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Roberts 806.994 acre tract, along said curve to the right, an arc distance of 16.09 feet, having a radius of 225.00 feet, a central angle of 04°05'52" and a chord which bears N 04°38'04" E a distance of 16.09 feet to a calculated point for an interior corner of the herein describe tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 83°19'00" W a distance of 120.00 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 16°06'42" E a distance of 147.71 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 42°49'48" E a distance of 830.28 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, S 72°40'27" E a distance of 121.80 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, S 69°36'31" E a distance of 82.56 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, S 66°47'41" E a distance of 105.02 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, S 63°38'38" E a distance of 105.02 feet to a calculated angle point;

EXHIBIT A

THENCE, continuing over and across said Roberts 806.994 acre tract, S 81°01'43" E a distance of 117.76 feet to a calculated point for the beginning of a non-tangent curve to the right and an interior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, along said curve to the right, an arc distance of 299.77 feet, having a radius of 60.00 feet, a central angle of 286°15'37" and a chord which bears N 81°18'06" E a distance of 72.00 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Roberts 806.994 acre tract, along said curve to the left, an arc distance of 13.91 feet, having a radius of 15.00 feet, a central angle of 53°07'48" and a chord which bears S 17°52'00" W a distance of 13.42 feet to a calculated point of tangency;

THENCE, continuing over and across said Roberts 806.994 acre tract, S 08°41'54" E a distance of 164.01 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 27°24'11" E a distance of 6.31 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 50°57'15" E a distance of 83.60 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 08°34'43" E a distance of 4.27 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 23°23'10" E a distance of 46.94 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 19°45'37" E a distance of 12.83 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 19°38'05" E a distance of 10.73 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 45°15'37" E a distance of 14.37 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 19°56'38" E a distance of 19.64 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 63°38'33" E a distance of 136.11 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, NORTH a distance of 13.81 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 59°58'46" E a distance of 26.06 feet to a calculated point for an exterior corner of the herein described tract;

EXHIBIT A

THENCE, continuing over and across said Roberts 806.994 acre tract, N 14°09'50" W a distance of 181.58 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 16°42'37" W, a distance of 648.40 feet to a 1/2-inch iron rod found on the northwest line of said Roberts 806.994 acre tract, at the most easterly corner of said Hunter 231.763 acre tract, and at the most southerly corner of a called 808.872 acre tract of land as conveyed to Freddie Wayne Hoskins, Trustee of the Hoskins Grantor Retained Annuity Trust by Warranty Deed recorded in Document Number 200411085 of the Official Public Records of Bastrop County, Texas, for an exterior corner of the herein described tract, from which a found 3/8-inch iron rod bears N 38°41'24" W a distance of 0.68 feet, and from which a 1/2-inch iron rod with cap stamped "BGE Inc" set at the intersection of the southwest line of said Hoskins Tract and the south line of a 100-foot wide unimproved right-of-way as dedicated by Volume 427, Page 848 of the Official Public Records of Bastrop County, and at an exterior corner of said Hunter 231.763 acre tract, bears N 46°52'57" W a distance of 476.83 feet;

THENCE, generally along a fence, continuing with the northwest line of said Roberts 806.994 acre tract and the southeast line of said Hoskins Tract, N 42°54'02" E a distance of 4,643.68 feet to a fence post found on the southwest line of Lot 46A of AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, a subdivision recorded in Cabinet 6, Sheet 28A of the Plat Records of Bastrop County, Texas, at the most northerly corner of said Roberts 806.994 acre tract, and at an easterly exterior corner of said Hoskins Tract, for the most northerly corner of the herein described tract, from which a found 3/8-inch iron rod bears N 46°27'13" W a distance of 342.84 feet;

THENCE, generally along a fence, with the northeast line of said Roberts 806.994 acre tract and the southwest line of said Lot 46A, S 46°52'02" E a distance of 1,345.39 feet to a 1/2-inch iron rod found at the most southerly corner of said Lot 46A, and at a westerly exterior corner of said Hervenshan Tract, for an angle point, from which a 1/2-inch iron rod found at the most easterly corner of said Lot 46A, and at the most southerly corner of Lot 45 of THOUSAND OAKS, a subdivision recorded in Cabinet 1, Sheet 129A of the Plat Records of Bastrop County, Texas, bears N 43°20'25" E a distance of 49.22 feet;

THENCE, generally along a fence, continuing with the northeast line of said Roberts 806.994 acre tract and with a southwest line of said Hervenshan Tract, S 46°52'25" E a distance of 1,555.41 feet to a wooden fence post found at the most easterly corner of said Roberts 806.994 acre tract, and at an interior corner of said Hervenshan Tract, for the most easterly corner of the herein described tract;

THENCE, generally along a fence, with the southeast line of said Roberts 806.994 acre tract, and the northwest line of said Hervenshan Tract, S 43°24'07" W a distance of 5,407.12 feet to a 1/2-inch iron rod found at the most westerly corner of said Hervenshan Tract, for an interior corner of the herein described tract;

THENCE, with a south line of said Hervenshan Tract, the following fifteen (15) courses:

- 1) S 57°31'11" E a distance of 7.52 feet to a 1/2-inch iron rod found for an angle point;
- 2) S 54°44'26" E a distance of 92.71 feet to a 1/2-inch iron rod found for an angle point;
- 3) N 84°57'04" E a distance of 119.18 feet to a 1/2-inch iron rod found for an angle point;

EXHIBIT A

- 4) S 75°00'11" E a distance of 62.98 feet to a 1/2-inch iron rod found for an angle point;
- 5) S 49°57'27" E a distance of 100.89 feet to a 1/2-inch iron rod found for an angle point;
- 6) N 73°18'27" E a distance of 58.19 feet to a 1/2-inch iron rod found for an angle point;
- 7) S 89°16'50" E a distance of 44.37 feet to a 1/2-inch iron rod found for an angle point;
- 8) N 45°36'44" E a distance of 96.00 feet to a 1/2-inch iron rod found for an angle point;
- 9) N 73°18'51" E a distance of 99.43 feet to a 1/2-inch iron rod found for an angle point;
- 10) N 82°07'38" E a distance of 140.29 feet to a 3/8-inch iron rod found for an angle point;
- 11) S 83°08'22" E a distance of 124.66 feet to a 1/2-inch iron rod found for an angle point;
- 12) S 71°01'08" E a distance of 197.14 feet to a 1/2-inch iron rod found for an angle point;
- 13) S 49°26'47" E a distance of 92.36 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 14) N 72°36'51" E a distance of 23.86 feet to a 1/2-inch iron rod with cap stamped "JE Garron RPLS 4303" found for an angle point; and
- 15) S 57°59'25" E a distance of 209.53 feet to the **POINT OF BEGINNING** and containing 575.264 acres (25,058,515 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on May 26, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. This document was prepared under 22 Texas Administrative Code §138.95 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


Jonathan O. Nobles RPLS No. 5777

BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

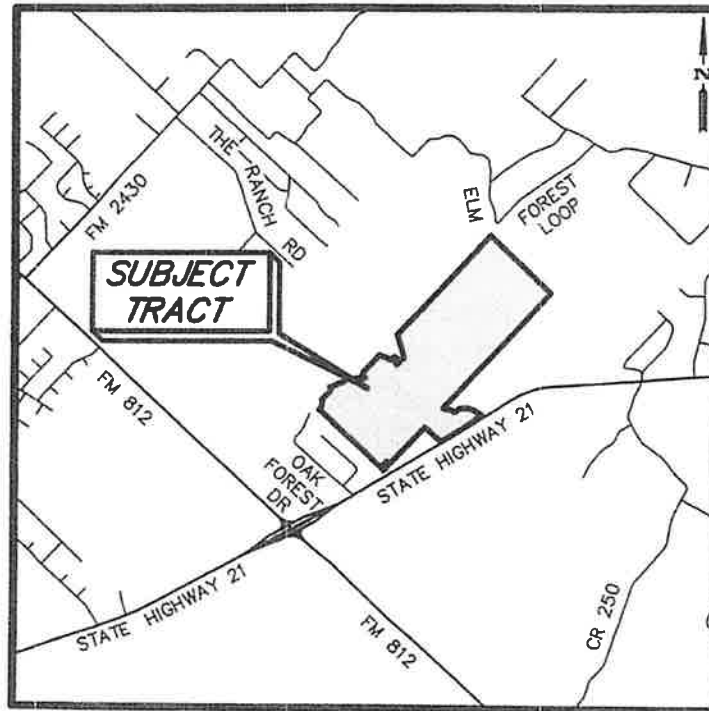


7/23/2021

Date

Date: July 23, 2021
Job No: 8695-00

EXHIBIT B



NOT TO SCALE

LOCATION MAP
BASTROP ETJ RELEASE
575.264 ACRES

**BGE, Inc.**

101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728

Tel: 512-879-0400 • www.bgeinc.com

TBPELS Registration No. F-1046

TBPELS Licensed Surveying Firm No. 10106502

EXHIBIT C

BASTROP CENTRAL APPRAISAL DISTRICT

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
 COUNTY OF BASTROP §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Bastrop County, Texas, and find that, as of June 6, 2024, the property described and attached hereto, is assessed on the appraisal rolls of Bastrop County, Texas, for the tax year 2024 in the name(s) of:

CEDAR CREEK EAST LP
NEU COMMUNITY CREEKSIDE LLC
ROSS, CAMPBELL KNOX (ET AL)

| <u>OWNER/ACCOUNT</u> | <u>ACREAGE</u> | <u>VALUE</u> |
|----------------------|----------------|--------------|
| 58026 | 13.476 | \$ 150,311 |
| 8723157 | 370.514 | \$ 4,364,648 |
| 8728754 | 140.746 | \$ 2,120,035 |
| 8728755 | 40.185 | \$ 495,409 |
| 8730040 | 10.01 | \$ 557,711 |

CERTIFIED this 6th day of June, 2024.

By: *Faun Cullens*
 Name: Faun Cullens
 Title: Chief Appraiser

EXHIBIT A

Bastrop County Municipal Utility District No. 4
575.264 Acres

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 575.264 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31 AND THE ATAUACIO GARCIA SURVEY, ABSTRACT NO. 32, BOTH OF BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 806.994 ACRE TRACT OF LAND AS CONVEYED TO TRAVIS MOORE ROBERTS AND CLAY WALTON ROBERTS BY BASTROP COUNTY PROBATE CASE NUMBER 7549, AND AS DESCRIBED BY INDIVIDUAL PARTITION DEED CONVEYED TO NICKY LYNN ROBERTS RECORDED IN VOLUME 357, PAGE 369 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF A CALLED 231.763 ACRE TRACT OF LAND DESCRIBED AS SECOND TRACT AS CONVEYED TO CATHY MOORE HUNTER BY PARTITION DEED RECORDED IN VOLUME 692, PAGE 65 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOTS 5, 8 AND 11 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 59, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 575.264 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at broken TXDOT Type I concrete right-of-way monument found on the north right-of-way line of State Highway 21 (width varies) as dedicated by Volume 91, Pages 456, 462, 483 and 487 of the Deed Records of Bastrop County, Texas, at an easterly corner of the above described Roberts 806.994 acre tract, and at an angle point on the south line of a called 136.182 acre tract of land as conveyed to Hervenshan, LLC. by General Warranty Deed recorded in Document Number 202017479 of the Official Public Records of Bastrop County, Texas, for an easterly corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type I concrete right-of-way monument found on the north right-of-way line of said State Highway 21, at the most southerly corner of said Hervenshan Tract, bears S 65°24'06" E a distance of 59.58 feet;

THENCE, with the north right-of-way line of said State Highway 21 and the south line of said Roberts 806.994 acre tract the following four (4) courses:

- 1) S 58°40'22" W a distance of 256.25 feet to a TXDOT Type I concrete right-of-way monument found at an interior corner of said Roberts 806.994 acre tract, for an interior corner of the herein described tract;
- 2) S 31°22'34" E a distance of 49.73 feet to a broken TXDOT Type I concrete right-of-way monument found at an exterior corner of said Roberts 806.994 acre tract, for an exterior corner of the herein described tract;
- 3) S 58°29'40" W a distance of 644.37 feet to a TXDOT Type I concrete right-of-way monument found for an angle point, from which a TXDOT Type I concrete right-of-way monument found on the south right-of-way line of said State Highway 21, bears S 30°50'33" E a distance of 99.94 feet; and

EXHIBIT A

- 4) S 58°34'26" W a distance of 769.04 feet to a 5/8-inch iron rod with cap stamped "RPLS 1753" found at the most easterly corner of a called 9.600 acre tract of land as conveyed to Humayun Khalid and Nuzhat Sultana, Trustees of the Khalid Family Trust by Special Warranty Deed recorded in Document Number 202007824 of the Official Public Records of Bastrop County, Texas, and at an exterior corner of said Roberts 806.994 acre tract, for an exterior corner of the herein described tract;

THENCE, with a southwest line of said Roberts 806.994 acre tract and the northeast line of said Khalid 9.600 acre tract, N 47°19'31" W a distance of 728.34 feet to a 1/2-inch iron rod found at the most northerly corner of said Khalid 9.600 acre tract, at an interior corner of said Roberts 806.994 acre tract, for an interior corner of the herein described tract;

THENCE, with a southeast line of Roberts 806.994 acre tract and the northwest line of said Khalid 9.600 acre tract, S 43°02'57" W a distance of 653.34 feet to a 1/2-inch iron rod found at the most westerly corner of said Khalid 9.600 acre tract, and at the most northerly corner of a called 4.9957 acre tract of land as conveyed to Humayun Khalid and Nuzhat Sultana, Trustees of the Khalid Family Trust by Special Warranty Deed recorded in Document Number 202007825 of the Official Public Records of Bastrop County, Texas, for an angle point, from which a 5/8-inch iron rod found on the north right-of-way line of said State Highway 21, at the most southerly corner of said Khalid 9.600 acre tract, and at the most easterly corner of said Khalid 4.9957 acre tract, bears S 46°45'04" E a distance of 543.59 feet;

THENCE, continuing with a southeast line of Roberts 806.994 acre tract and with the northwest line of said Khalid 4.9957 acre tract, S 42°50'41" W a distance of 454.73 feet to a 1/2-inch iron rod found at the most westerly corner of said Khalid 4.9957 acre tract, and at the most northerly corner of a called 6.107 acre tract of land as conveyed to Robert D. Cunningham and Patricia E. Cunningham by Warranty Deed recorded in Document Number 202003091 of the Official Public Records of Bastrop County, Texas, for an angle point;

THENCE, continuing with a southeast line of Roberts 806.994 acre tract and with the northwest line of said Cunningham Tract, S 42°56'07" W a distance of 618.49 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on a fence line, at the east corner of an unrecorded cemetery as described in said Volume 357, Page 369 of the Official Public Records of Bastrop County, Texas, and at an exterior corner of said Roberts 806.994 acre tract, for an exterior corner of the herein described tract;

THENCE, with a fence line, the northeast line of said cemetery and a southwest line of said Roberts 806.994 acre tract, N 49°26'39" W a distance of 138.81 feet to a fence corner found at the most northerly corner of said cemetery, at an interior corner of said Roberts 806.994 acre tract, for an interior corner of the herein described tract;

THENCE, with a fence line, the northwest line of said cemetery and a southeast line of said Roberts 806.994 acre tract, S 42°28'18" W a distance of 145.68 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most westerly corner of said cemetery, and at an interior corner of said Roberts 806.994 acre tract, for an interior corner of the herein described tract;

EXHIBIT A

THENCE, with the southwest line of said cemetery and a northeast line of said Roberts 806.994 acre tract, S 49°16'08" E a distance of 137.62 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on a fence line and on the northwest line of said Cunningham Tract, at the most southerly corner of said cemetery, and at an exterior corner of said Roberts 806.994 acre tract, for an exterior corner of the herein described tract;

THENCE, with a southeast line of Roberts 806.994 acre tract and with the northwest line of said Cunningham Tract, S 42°23'53" W a distance of 185.30 feet to a 1/2-inch iron rod found at a southerly exterior corner of said Roberts 806.994 acre tract, and at the most easterly corner of OAK FOREST SEC. ONE, a subdivision recorded in Cabinet 2, Sheet 220B of the Plat Records of Bastrop County, Texas, for the most southerly corner of the herein described tract;

THENCE, generally along a fence, with the southwest line of said Roberts 806.994 acre tract and the northeast line of said OAK FOREST SEC. ONE, the following thirteen (13) courses:

- 1) N 12°52'49" W a distance of 20.27 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 2) N 26°03'30" W a distance of 33.61 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 3) N 49°08'06" W a distance of 43.86 feet to a 14-inch cedar elm found for an angle point;
- 4) N 51°58'54" W a distance of 33.83 feet to a 13-inch cedar elm found for an angle point;
- 5) N 42°55'43" W a distance of 32.79 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 6) N 47°01'02" W, pass a 1/2-inch iron rod with cap stamped "James Garron RPLS 4303" found at the common east corner of Lots 8 and 9 of said OAK FOREST SEC. ONE at a distance of 161.50 feet, and continuing on for a total distance of 182.45 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 7) N 46°20'16" W a distance of 443.56 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 8) N 45°28'31" W, pass a 1/2-inch iron rod found at the common east corner of Lots 10 and 11 of said OAK FOREST SEC. ONE at a distance of 78.55 feet, and continuing on for a total distance of 238.62 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the common east corner of Lots 11 and 12 of said OAK FOREST SEC. ONE, for an angle point;
- 9) N 55°09'44" W a distance of 78.72 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

EXHIBIT A

- 10) N 45°03'52" W, pass a 1/2-inch iron rod found at the common east corner of Lots 12 and 13 of said OAK FOREST SEC. ONE at a distance of 82.03 feet, pass a 1/2-inch iron rod found at the common east corner of Lots 13 and 14 of said OAK FOREST SEC. ONE at a distance of 242.76 feet, and continuing on for a total distance of 282.28 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 11) N 46°45'50" W, pass a 1/2-inch iron rod found at the common east corner of Lots 16 and 17 of said OAK FOREST SEC. ONE at a distance of 440.28 feet, and continuing on for a total distance of 448.41 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 12) N 45°52'58" W, pass a 1/2-inch iron rod found at the common east corner of Lots 17 and 18 of said OAK FOREST SEC. ONE at a distance of 150.00 feet, pass a 1/2-inch iron rod found at the common east corner of Lots 19 and 20 of said OAK FOREST SEC. ONE at a distance of 468.94 feet, and continuing on for a total distance of 827.63 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point; and
- 13) N 48°35'22" W a distance of 58.05 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing with the southwest line of said Roberts 806.994 acre tract and partly with the northeast line of said OAK FOREST SEC. ONE and partly with the northeast line of OAK FOREST SEC. TWO, a subdivision recorded in Cabinet 2, Sheet 221A of the Plat Records of Bastrop County, Texas, N 48°34'12" W, pass a 1/2-inch iron rod found at the most northerly corner of said OAK FOREST SEC. ONE, and at the most easterly corner of Lot 43 of said OAK FOREST SEC. TWO at a distance of 30.00 feet, and continuing on for a total distance of 289.32 feet to a calculated point for the most easterly corner of the herein described tract, from which a 1/2-inch iron rod found at the most northerly corner of said OAK FOREST SEC. TWO, bears N 48°34'12" W a distance of 324.34 feet;

THENCE, over and across said Roberts 806.994 acre tract, N 41°25'48" E a distance of 115.35 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 12°18'09" E a distance of 324.85 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 43°12'57" E a distance of 330.99 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing over and across said Roberts 806.994 acre tract, along said curve to the left, an arc distance of 171.02 feet, having a radius of 120.00 feet, a central angle of 81°39'17" and a chord which bears N 02°23'18" E a distance of 156.91 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 66°59'14" E a distance of 472.41 feet to a calculated point for the beginning of a non-tangent curve to the right and an interior corner of the herein described tract;

EXHIBIT A

THENCE, continuing partly over and across said Roberts 806.994 acre tract, and partly over and across the above described Hunter 231.763 acre tract, along said curve to the right, an arc distance of 115.96 feet, having a radius of 55.00 feet, a central angle of $120^{\circ}48'11''$ and a chord which bears $N 27^{\circ}37'05'' E$ a distance of 95.65 feet to a calculated point of tangency;

THENCE, continuing partly over and across said Hunter 231.763 acre tract, and partly over and across said Roberts 806.994 acre tract, $N 88^{\circ}01'10'' E$ a distance of 599.43 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Roberts 806.994 acre tract, along said curve to the right, an arc distance of 43.44 feet, having a radius of 1,040.00 feet, a central angle of $02^{\circ}23'36''$ and a chord which bears $N 89^{\circ}12'58'' E$ a distance of 43.44 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Roberts 806.994 acre tract, along said curve to the left, an arc distance of 22.99 feet, having a radius of 15.00 feet, a central angle of $87^{\circ}49'38''$ and a chord which bears $N 46^{\circ}29'57'' E$ a distance of 20.81 feet to a calculated point of tangency;

THENCE, continuing over and across said Roberts 806.994 acre tract, $N 02^{\circ}35'08'' E$ a distance of 5.44 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Roberts 806.994 acre tract, along said curve to the right, an arc distance of 16.09 feet, having a radius of 225.00 feet, a central angle of $04^{\circ}05'52''$ and a chord which bears $N 04^{\circ}38'04'' E$ a distance of 16.09 feet to a calculated point for an interior corner of the herein describe tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, $N 83^{\circ}19'00'' W$ a distance of 120.00 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, $N 16^{\circ}06'42'' E$ a distance of 147.71 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, $N 42^{\circ}49'48'' E$ a distance of 830.28 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, $S 72^{\circ}40'27'' E$ a distance of 121.80 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, $S 69^{\circ}36'31'' E$ a distance of 82.56 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, $S 66^{\circ}47'41'' E$ a distance of 105.02 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, $S 63^{\circ}38'38'' E$ a distance of 105.02 feet to a calculated angle point;

EXHIBIT A

THENCE, continuing over and across said Roberts 806.994 acre tract, S 81°01'43" E a distance of 117.76 feet to a calculated point for the beginning of a non-tangent curve to the right and an interior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, along said curve to the right, an arc distance of 299.77 feet, having a radius of 60.00 feet, a central angle of 286°15'37" and a chord which bears N 81°18'06" E a distance of 72.00 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Roberts 806.994 acre tract, along said curve to the left, an arc distance of 13.91 feet, having a radius of 15.00 feet, a central angle of 53°07'48" and a chord which bears S 17°52'00" W a distance of 13.42 feet to a calculated point of tangency;

THENCE, continuing over and across said Roberts 806.994 acre tract, S 08°41'54" E a distance of 164.01 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 27°24'11" E a distance of 6.31 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 50°57'15" E a distance of 83.60 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 08°34'43" E a distance of 4.27 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 23°23'10" E a distance of 46.94 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 19°45'37" E a distance of 12.83 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 19°38'05" E a distance of 10.73 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 45°15'37" E a distance of 14.37 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 19°56'38" E a distance of 19.64 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 63°38'33" E a distance of 136.11 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, NORTH a distance of 13.81 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 59°58'46" E a distance of 26.06 feet to a calculated point for an exterior corner of the herein described tract;

EXHIBIT A

THENCE, continuing over and across said Roberts 806.994 acre tract, N 14°09'50" W a distance of 181.58 feet to a calculated angle point;

THENCE, continuing over and across said Roberts 806.994 acre tract, N 16°42'37" W, a distance of 648.40 feet to a 1/2-inch iron rod found on the northwest line of said Roberts 806.994 acre tract, at the most easterly corner of said Hunter 231.763 acre tract, and at the most southerly corner of a called 808.872 acre tract of land as conveyed to Freddie Wayne Hoskins, Trustee of the Hoskins Grantor Retained Annuity Trust by Warranty Deed recorded in Document Number 200411085 of the Official Public Records of Bastrop County, Texas, for an exterior corner of the herein described tract, from which a found 3/8-inch iron rod bears N 38°41'24" W a distance of 0.68 feet, and from which a 1/2-inch iron rod with cap stamped "BGE Inc" set at the intersection of the southwest line of said Hoskins Tract and the south line of a 100-foot wide unimproved right-of-way as dedicated by Volume 427, Page 848 of the Official Public Records of Bastrop County, and at an exterior corner of said Hunter 231.763 acre tract, bears N 46°52'57" W a distance of 476.83 feet;

THENCE, generally along a fence, continuing with the northwest line of said Roberts 806.994 acre tract and the southeast line of said Hoskins Tract, N 42°54'02" E a distance of 4,643.68 feet to a fence post found on the southwest line of Lot 46A of AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, a subdivision recorded in Cabinet 6, Sheet 28A of the Plat Records of Bastrop County, Texas, at the most northerly corner of said Roberts 806.994 acre tract, and at an easterly exterior corner of said Hoskins Tract, for the most northerly corner of the herein described tract, from which a found 3/8-inch iron rod bears N 46°27'13" W a distance of 342.84 feet;

THENCE, generally along a fence, with the northeast line of said Roberts 806.994 acre tract and the southwest line of said Lot 46A, S 46°52'02" E a distance of 1,345.39 feet to a 1/2-inch iron rod found at the most southerly corner of said Lot 46A, and at a westerly exterior corner of said Hervenshan Tract, for an angle point, from which a 1/2-inch iron rod found at the most easterly corner of said Lot 46A, and at the most southerly corner of Lot 45 of THOUSAND OAKS, a subdivision recorded in Cabinet 1, Sheet 129A of the Plat Records of Bastrop County, Texas, bears N 43°20'25" E a distance of 49.22 feet;

THENCE, generally along a fence, continuing with the northeast line of said Roberts 806.994 acre tract and with a southwest line of said Hervenshan Tract, S 46°52'25" E a distance of 1,555.41 feet to a wooden fence post found at the most easterly corner of said Roberts 806.994 acre tract, and at an interior corner of said Hervenshan Tract, for the most easterly corner of the herein described tract;

THENCE, generally along a fence, with the southeast line of said Roberts 806.994 acre tract, and the northwest line of said Hervenshan Tract, S 43°24'07" W a distance of 5,407.12 feet to a 1/2-inch iron rod found at the most westerly corner of said Hervenshan Tract, for an interior corner of the herein described tract;

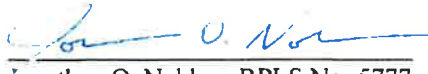
THENCE, with a south line of said Hervenshan Tract, the following fifteen (15) courses:

- 1) S 57°31'11" E a distance of 7.52 feet to a 1/2-inch iron rod found for an angle point;
- 2) S 54°44'26" E a distance of 92.71 feet to a 1/2-inch iron rod found for an angle point;
- 3) N 84°57'04" E a distance of 119.18 feet to a 1/2-inch iron rod found for an angle point;

EXHIBIT A

- 4) S 75°00'11" E a distance of 62.98 feet to a 1/2-inch iron rod found for an angle point;
- 5) S 49°57'27" E a distance of 100.89 feet to a 1/2-inch iron rod found for an angle point;
- 6) N 73°18'27" E a distance of 58.19 feet to a 1/2-inch iron rod found for an angle point;
- 7) S 89°16'50" E a distance of 44.37 feet to a 1/2-inch iron rod found for an angle point;
- 8) N 45°36'44" E a distance of 96.00 feet to a 1/2-inch iron rod found for an angle point;
- 9) N 73°18'51" E a distance of 99.43 feet to a 1/2-inch iron rod found for an angle point;
- 10) N 82°07'38" E a distance of 140.29 feet to a 3/8-inch iron rod found for an angle point;
- 11) S 83°08'22" E a distance of 124.66 feet to a 1/2-inch iron rod found for an angle point;
- 12) S 71°01'08" E a distance of 197.14 feet to a 1/2-inch iron rod found for an angle point;
- 13) S 49°26'47" E a distance of 92.36 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 14) N 72°36'51" E a distance of 23.86 feet to a 1/2-inch iron rod with cap stamped "JE Garron RPLS 4303" found for an angle point; and
- 15) S 57°59'25" E a distance of 209.53 feet to the **POINT OF BEGINNING** and containing 575.264 acres (25,058,515 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on May 26, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. This document was prepared under 22 Texas Administrative Code §138.95 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.


 Jonathan O. Nobles RPLS No. 5777
 BGE, Inc.
 101 West Louis Henna Blvd, Suite 400
 Austin, Texas 78728
 Telephone: (512) 879-0400
 TBPLS Licensed Surveying Firm No. 10106502



7/23/2021

Date

Date: July 23, 2021
 Job No: 8695-00

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

Direct Line: (713) 860-6424
Direct Fax: (713) 860-6624

lsotirake@abhr.com

Linda F. Sotirake
Legal Assistant

June 18, 2024

VIA OVERNIGHT DELIVERY AND EMAIL (citysec@cityofbastrop.org)

Ms. Ann Franklin
City of Bastrop
City Hall 1211 Chestnut Street
Bastrop, TX 78602

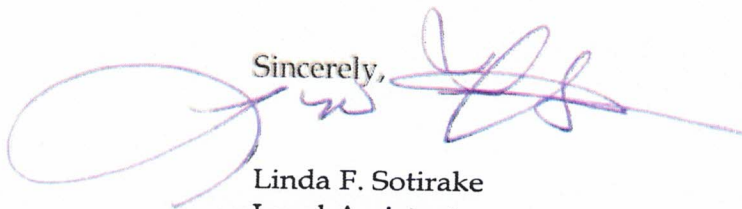
Re: Petitions for Release of an Area from a Municipality's Extraterritorial Jurisdiction

Dear Ms. Franklin:

Please find enclosed, for consideration by the Mayor and City Council of the City of Bastrop, Texas (the "City"), one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 582.444 acres of land located in the City's extraterritorial jurisdiction (the "Land").

In accordance with Section 42.105(c) of the Local Government Code, we respectfully request that the City take official action to release the Land from the City's extraterritorial jurisdiction. Should you have any questions, or need additional information, regarding this matter or the enclosed document, please feel free to call me at (713) 860-6424. Thank you for your attention to this matter.

Sincerely,



Linda F. Sotirake
Legal Assistant

Enclosure

PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S EXTRATERRITORIAL JURISDICTION

[illegible]

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

CTX SPE 3, LP, a Texas limited partnership, CEDAR CREEK EAST LP, a Texas limited partnership, 5STAR FAMILY HOLDINGS LP, a Texas limited partnership, HOGSBREATH INVESTMENTS, LP, a Texas limited partnership, CABO 35 STREET DEVELOPMENTS, LP, a Texas limited partnership, BORING ACCOUNTANT, LP, a Texas limited partnership, REAL 812 HOLDINGS, LP, a Texas limited partnership, RIO GRANDE EQUITY, LP, a Texas limited partnership, ANCHO DEVELOPMENT HOLDINGS, LP, a Texas limited partnership, and 812 COMMERCIAL INVESTMENTS, LP, a Texas limited partnership (the "Petitioners"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petition this Honorable City Council to release the 582.444 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Bastrop, Texas (the "City"), and in support of this petition the Petitioners represent, covenant, and agree as follows:

I.

The Petitioners hold fee simple title to the Land, and hereby represent that they own a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Bastrop Central Appraisal District, attached hereto as **Exhibit C**.

II.

The Petitioners represent that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioners represent that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial

census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioners represent that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioners represent that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioners represent that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives the petition or the next meeting of municipality's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on June 18, 2024.

CTX SPE 3, LP
a Texas limited partnership

By: CTX Capital Partners, LLC
a Delaware limited liability company
its General Partner

By: [Signature]

Name: T. Craig Benson

Title: Manager

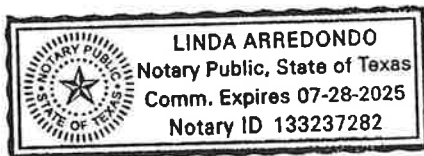
DOB: 1/31/62

Residence Address: 1415 Wathen Ave
Austin, TX 78703

Date of Signing: _____

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 13th day of June, 2024, by T. Craig Benson, manager of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **CTX SPE 3, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Linda Arredondo
Notary Public, State of Texas

(NOTARY SEAL)

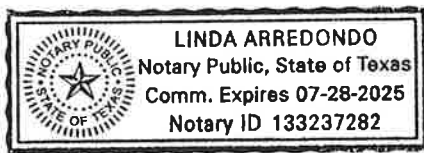
CEDAR CREEK EAST LP
a Texas limited partnership

By: CTX Capital Partners, LLC
a Delaware limited liability company
its General Partner

By: [Signature]
Name: T. Craig Benson
Title: Manager
DOB: 1/31/62
Residence Address: 1415 Wathen Ave
Austin, TX 78703
Date of Signing: _____

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 13th day of June, 2024, by T. Craig Benson, manager of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **CEDAR CREEK EAST LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



(NOTARY SEAL)

Linda Arredondo
Notary Public, State of Texas

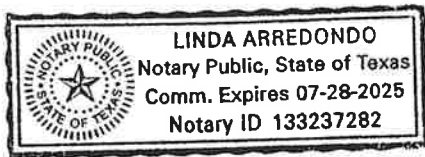
5STAR FAMILY HOLDINGS LP
a Texas limited partnership

By: 5Star Family GP, LLC
a Texas limited liability company,
its General Partner

By: [Signature]
Name: T. Craig Benson
Title: Manager
DOB: 1/31/62
Residence Address: 1415 Wathen Ave
Austin, TX 78703
Date of Signing: _____

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on this 13th day of June, 2024, by T. Craig Benson, manager of 5Star Family GP, LLC, Texas limited liability company and General Partner of **5STAR FAMILY HOLDINGS LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Linda Arredondo
Notary Public, State of Texas

(NOTARY SEAL)

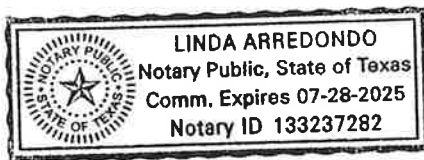
HOGSBREATH INVESTMENTS, LP
a Texas limited partnership

By: CTX Capital Partners, LLC
a Delaware limited liability company
its General Partner

By: [Signature]
Name: T. Craig Benson
Title: Manager
DOB: 1/31/62
Residence Address: 1415 Wathen Ave
Austin, TX 78703
Date of Signing: _____

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 13th day of June, 2024, by T. Craig Benson manager of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **HOGSBREATH INVESTMENTS, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Linda Arredondo
Notary Public, State of Texas

(NOTARY SEAL)

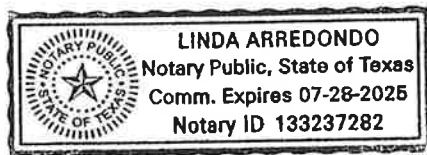
CABO 35 STREET DEVELOPMENTS, LP
a Texas limited partnership

By: CTX Capital Partners, LLC
a Delaware limited liability company
its General Partner

By: [Signature]
Name: T. Craig Benson
Title: Manager
DOB: 1/31/62
Residence Address: 1415 Wether Ave
Austin, TX 78703
Date of Signing: _____

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 13th day of June, 2024, by T. Craig Benson, manager of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **CABO 35 STREET DEVELOPMENTS, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Linda Arredondo
Notary Public, State of Texas

(NOTARY SEAL)

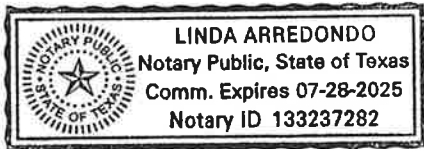
BORING ACCOUNTANT, LP
a Texas limited partnership

By: CTX Capital Partners, LLC
a Delaware limited liability company
its General Partner

By: [Signature]
Name: T. Craig Benson
Title: Manager
DOB: 1/31/62
Residence Address: 1415 Wathen Ave
Austin, TX 78703
Date of Signing: _____

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 13th day of June, 2024, by T. Craig Benson, manager of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **BORING ACCOUNTANT, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Linda Arredondo
Notary Public, State of Texas

(NOTARY SEAL)

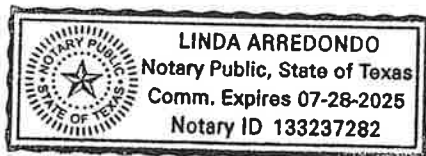
REAL 812 HOLDINGS, LP
a Texas limited partnership

By: 5Star Family GP, LLC,
a Texas limited liability company,
its General Partner

By: [Signature]
Name: T. Craig Benson
Title: Manager
DOB: 1/31/62
Residence Address: 1415 Wather Ave
Austin, TX 78703
Date of Signing: _____

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 13th day of June, 2024, by T. Craig Benson, manager of 5Star Family GP, LLC, a Texas limited liability company and General Partner of **REAL 812 HOLDINGS, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Linda Arredondo
Notary Public, State of Texas

(NOTARY SEAL)

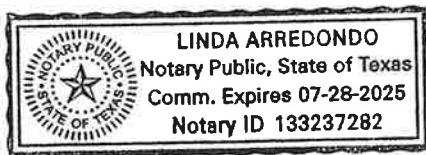
RIO GRANDE EQUITY, LP
a Texas limited partnership

By: 5Star Family GP, LLC,
a Texas limited liability company,
its General Partner

By: [Signature]
Name: T. Craig Benson
Title: Manager
DOB: 1/31/62
Residence Address: 1415 Wather Ave
Austin, TX 78703
Date of Signing: _____

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 13th day of June, 2024, by T. Craig Benson, manager of 5Star Family GP, LLC, a Texas limited liability company and General Partner of **RIO GRANDE EQUITY, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Linda Arredondo
Notary Public, State of Texas

(NOTARY SEAL)

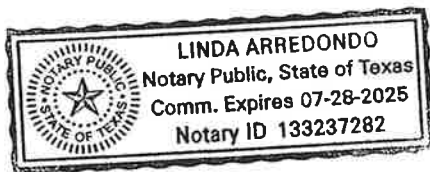
ANCHO DEVELOPMENT HOLDINGS, LP
a Texas limited partnership

By: CTX Capital Partners, LLC
a Delaware limited liability company
its General Partner

By: [Signature]
Name: T. Craig Benson
Title: Manager
DOB: 1/31/62
Residence Address: 1415 Wathen Ave
Austin, TX 78703
Date of Signing: _____

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 13th day of June, 2024, by T. Craig Benson, manager of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **ANCHO DEVELOPMENT HOLDINGS, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Linda Arredondo
Notary Public, State of Texas

(NOTARY SEAL)

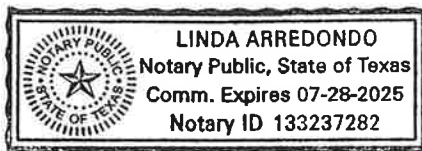
812 COMMERCIAL INVESTMENTS, LP
a Texas limited partnership

By: CTX Capital Partners, LLC
a Delaware limited liability company
its General Partner

By: [Signature]
Name: T. Craig Benson
Title: Manager
DOB: 1/31/62
Residence Address: 1415 Watten Ave
Austin, TX 78703
Date of Signing: _____

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 13th day of June, 2024, by T. Craig Benson, manager of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **812 COMMERCIAL INVESTMENTS, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Linda Arredondo
Notary Public, State of Texas

(NOTARY SEAL)

Attachments:

Exhibit A: Description of the Land

Exhibit B: Map of the Land

Exhibit C: Certificate of Ownership

EXHIBIT A

Bastrop County M.U.D. No. 3
582.444 AcresMETES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 582.444 ACRE TRACT OF LAND OUT OF THE HIRAM BEALES SURVEY, ABSTRACT NO. 12, THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, AND THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 24, ALL OF BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 35.759 ACRE TRACT OF LAND AS CONVEYED TO AUSTIN14 SAI INVESTMENTS LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202207706 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING ALL OF THE REMAINDER OF A CALLED 78.934 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, ALL OF THE REMAINDER OF A CALLED 43.231 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, AND ALL OF A CALLED 21.838 ACRE TRACT OF LAND DESCRIBED AS TRACT 3, ALL AS CONVEYED TO 5STAR FAMILY HOLDINGS LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202114069 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING ALL OF A CALLED 100.842 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, A PORTION OF THE REMAINDER OF A CALLED 121.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, AND A PORTION OF THE REMAINDER OF A CALLED 587.274 ACRE TRACT OF LAND DESCRIBED AS TRACT 3, ALL AS CONVEYED TO CEDAR CREEK EAST LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202114074 AND CORRECTION INSTRUMENTS AS TO A RECORDED ORIGINAL INSTRUMENT RECORDED IN DOCUMENT NUMBERS 202216447 AND 202216495, ALL OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING ALL OF THE REMAINDER OF A CALLED 184.561 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, AND A PORTION OF THE REMAINDER OF A CALLED 231.318 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, BOTH AS CONVEYED TO CTX SPE 3, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202114039 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 810.512 ACRE TRACT OF LAND AS CONVEYED TO CTX SPE 3, LP BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202114026 AND CORRECTED BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202115827, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF A CALLED 141.079 ACRE TRACT OF LAND AS CONVEYED TO NEU COMMUNITY CREEKSIDE LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202207532 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF A 100-FOOT WIDE UNIMPROVED RIGHT-OF-WAY AS DEDICATED TO THE PUBLIC BY VOLUME 427, PAGE 848 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOTS 1, 2, 4, 5, 7 AND 8 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 52, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 582.444 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found on the northeast right-of-way line of F.M. 812 (100 feet wide) as dedicated by Volume 140, Pages 480 and 486 of the Deed Records of Bastrop County, Texas, at the most westerly corner of the above described Austin14 Tract, and at the most southerly corner of a called 366.5047 acre tract of land as conveyed to Legacy Housing Corp. by General Warranty Deed with Mineral Reservations recorded in Document Number 201806013 of the Official Public Records of Bastrop County, Texas, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with a northwest line of said Austin14 Tract and the southeast line of said Legacy Housing Tract, N 43°04'40" E, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most northerly corner of said Austin14 Tract, and at the most westerly corner of the remainder of the above described 5Star Tract 1, and continuing on with a northwest line of said 5Star Tract 1 and the southeast line of said Legacy Housing Tract for a total distance of 3,546.03 feet to a 5/8-inch iron rod found on the southwest line of Lot 5 of THE RANCH, a subdivision recorded in Cabinet 1, Page 74-B of the Plat Records of Bastrop County, Texas, at an exterior corner of said 5Star Tract 1, and at the most easterly corner of said Legacy Housing Tract, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod found at the southwest common corner of Lot 4 and Lot 5 of said THE RANCH, bears N 46°45'51" W a distance of 142.43 feet;

THENCE, with the northeast line of said 5Star Tract 1 and the southwest line of said THE RANCH, S 47°02'58" E a distance of 169.12 feet to a 1/2-inch iron rod found for an angle point;

THENCE, continuing with the northeast line of said 5Star Tract 1 and the southwest line of said THE RANCH, S 47°07'50" E a distance of 679.10 feet to a 60D nail found at an interior corner of said 5Star Tract 1, and at the most southerly corner of said THE RANCH, for an interior corner of the herein described tract;

THENCE, with a northwest line of said 5Star Tract 1 and the southeast line of said THE RANCH, N 43°16'48" E a distance of 1,700.03 feet to a 1/2-inch iron pipe found at the common southeast corner of Lot 8 and Lot 18 of said THE RANCH, for an angle point of the herein described tract;

THENCE, continuing with a northwest line of said 5Star Tract 1 and the southeast line of said THE RANCH, N 43°10'16" E, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the northeast corner of said 5Star Tract 1, and at an angle point in the northwest line of the above described Cedar Creek East Tract 1, and continuing on with the northwest line of said Cedar Creek East Tract 1 and the southeast line of said THE RANCH for a total distance of 1,688.15 feet to a 1/2-inch iron pipe found for an angle point;

THENCE, continuing with the northwest line of said Cedar Creek East Tract 1 and the southeast line of said THE RANCH, N 43°03'13" E a distance of 321.19 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most northerly corner of said Cedar Creek East Tract 1, and at the most westerly corner of a called 261.430 acre tract of land described as Tract 1 as conveyed to CTX HWY 21, LP by Warranty Deed with Vendor's Lien recorded in Document Number 202216695 of the Official Public Records of Bastrop County, Texas, for the most northerly corner of the herein described tract, from which a found 1/2-inch iron rod bears N 46°52'57" W a distance of 2.59 feet;

THENCE, generally along a fence, with the northeast line of said Cedar Creek East Tract 1 and the southwest line of said CTX HWY 21 Tract 1, S 46°52'57" E, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set on the north line of the above described 100-foot wide unimproved right-of-way, at the most easterly corner of said Cedar Creek East Tract 1, at an exterior corner of said CTX HWY 21 Tract 1, and at the most westerly corner of a called 6.362 acre tract of land as conveyed to CTX HWY 21, LP by Special Warranty Deed 100' ROW recorded in Document Number 202221197 of the Official Public Records of Bastrop County, Texas, at a distance of 3,215.97 feet, continuing on generally along a fence, with the southwest line of said CTX HWY 21 6.362 acre tract and over and across said 100-foot wide unimproved right-of-way, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set on the south line of said 100-foot wide unimproved right-of-way, at an exterior corner of the above described Cedar Creek East Tract 2, at an exterior corner of said CTX HWY 21 Tract 1, and at the most southerly corner of the above described CTX HWY 21 6.362 acre tract at a distance of 3,327.47 feet, and continuing on generally along a fence, with the northeast line of said Cedar Creek East Tract 2 and the southwest line of said CTX HWY 21 Tract 1 for a total distance of 3,804.30 feet to a 1/2-inch iron rod found on the northwest line of the above described Cedar Creek East Tract 3, at the most easterly corner of said Cedar Creek East Tract 2, and at the most southerly corner of said CTX HWY 21 Tract 1, for an angle point, from which a found 3/8-inch iron rod bears N 38°41'24" W a distance of 0.68 feet, and from which a fence post found at the most easterly common corner of said Cedar Creek East Tract 3 and said CTX HWY 21 Tract 1, bears N 42°54'02" E a distance of 4,643.68 feet;

THENCE, over and across said Cedar Creek East Tract 3, S 16°42'37" E a distance of 648.40 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 14°09'50" E a distance of 181.58 feet to a calculated point for the most easterly corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 59°58'46" W a distance of 26.06 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, SOUTH a distance of 13.81 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 63°38'33" W a distance of 136.11 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 19°56'38" W a distance of 19.64 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 45°15'37" W a distance of 14.37 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 19°38'05" W a distance of 10.73 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 19°45'37" W a distance of 12.83 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 23°23'10" W a distance of 46.94 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 08°34'43" W a distance of 4.27 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 50°57'15" W a distance of 83.60 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 27°24'11" W a distance of 6.31 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, N 08°41'54" W a distance of 164.01 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Cedar Creek East Tract 3, along said curve to the right, an arc distance of 13.91 feet, having a radius of 15.00 feet, a central angle of 53°07'48" and a chord which bears N 17°52'00" E a distance of 13.42 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Cedar Creek East Tract 3, along said curve to the left, an arc distance of 299.77 feet, having a radius of 60.00 feet, a central angle of 286°15'37" and a chord which bears S 81°18'06" W a distance of 72.00 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, N 81°01'43" W a distance of 117.76 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, N 63°38'38" W a distance of 105.02 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, N 66°47'41" W a distance of 105.02 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, N 69°36'31" W a distance of 82.56 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, N 72°40'27" W a distance of 121.80 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 42°49'48" W a distance of 830.28 feet to a calculated angle point;

THENCE, continuing partly over and across said Cedar Creek East Tract 3 and partly over and across the above described NEU Community Tract, S 16°06'42" W a distance of 147.71 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said NEU Community Tract, S 83°19'00" E a distance of 120.00 feet to a calculated point for the beginning of a non-tangent curve to the left and an exterior corner of the herein described tract;

THENCE, continuing over and across said NEU Community Tract, along said curve to the left, an arc distance of 16.09 feet, having a radius of 225.00 feet, a central angle of 04°05'52" and a chord which bears S 04°38'04" W a distance of 16.09 feet to a calculated point of tangency;

THENCE, continuing over and across said NEU Community Tract, S 02°35'08" W a distance of 5.44 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said NEU Community Tract, along said curve to the right, an arc distance of 22.99 feet, having a radius of 15.00 feet, a central angle of 87°49'38" and a chord which bears S 46°29'57" W a distance of 20.81 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said NEU Community Tract, along said curve to the left, an arc distance of 43.44 feet, having a radius of 1,040.00 feet, a central angle of 02°23'36" and a chord which bears S 89°12'58" W a distance of 43.44 feet to a calculated point of tangency;

THENCE, continuing partly over and across said NEU Community Tract and partly over and across said Cedar Creek East Tract 2, S 88°01'10" W a distance of 599.43 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing partly over and across said Cedar Creek East Tract 2 and partly over and across said Cedar Creek East Tract 3, along said curve to the left, an arc distance of 115.96 feet, having a radius of 55.00 feet, a central angle of $120^{\circ}48'11''$ and a chord which bears $S\ 27^{\circ}37'05''\ W$ a distance of 95.65 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, $S\ 66^{\circ}59'14''\ W$ a distance of 342.52 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most easterly corner of the remainder of said CTX SPE 3 810.512 acre tract, and at an interior corner of said Cedar Creek East Tract 3, for an exterior corner of the herein described tract;

THENCE, with a southwest line of said Cedar Creek East Tract 3 and the northeast line of the remainder of said CTX SPE 3 810.512 acre tract, $N\ 46^{\circ}57'27''\ W$, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most northerly common corner of said Cedar Creek East Tract 3 and the remainder of said CTX SPE 3 810.512 acre tract, and at the most southerly common corner of the remainder of said CTX SPE 3 231.318 acre tract and said Cedar Creek East Tract 2, at a distance of 280.29 feet, and continuing on with the northeast line of the remainder of said CTX SPE 3 231.318 acre tract and the southwest line of said Cedar Creek East Tract 2, for a total distance of 2,050.82 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set on the southeast line of said 100-foot wide unimproved right-of-way, at the most northerly corner of the remainder of said CTX SPE 3 231.318 acre tract, and at the most westerly corner of said Cedar Creek East Tract 2, bears $N\ 46^{\circ}57'27''\ W$ a distance of 654.31 feet;

THENCE, departing the southwest line of said Cedar Creek East Tract 3, and over and across said CTX SPE 3 810.512 acre tract, $S\ 43^{\circ}02'33''\ W$ a distance of 397.53 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, $S\ 10^{\circ}06'06''\ W$ a distance of 2,100.15 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, $S\ 34^{\circ}21'27''\ W$ a distance of 169.34 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, $S\ 38^{\circ}10'11''\ E$ a distance of 427.36 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, $S\ 43^{\circ}06'35''\ W$ a distance of 517.47 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, $S\ 09^{\circ}38'15''\ E$ a distance of 64.44 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, S 46°53'25" E a distance of 352.54 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the southeast line of the remainder of said CTX SPE 3 810.512 acre tract and the northwest line of a called 14.860 acre tract of land described as Tract 2 as conveyed to SPE 3 MH, LP by Warranty Deed recorded in Document Number 202217283 of the Official Public Records of Bastrop County, Texas, for an exterior corner of the herein described tract;

THENCE, with the southeast line of the remainder of said CTX SPE 3 810.512 acre tract and the northwest line of said SPE 3 MH Tract 2, S 43°06'35" W a distance of 1,567.98 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the northeast right-of-way of said F.M. 812, at the most southerly corner of said CTX SPE 3 810.512 acre tract, and at the most westerly corner of said SPE 3 MH Tract 2, for the most southerly corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Chaparral Boundary" found at the most southerly corner of a called 19.283 acre tract of land described as Tract 1 as conveyed to SPE 3 MH, LP by Warranty Deed recorded in Document Number 202217283 of the Official Public Records of Bastrop County, Texas, and at the most westerly corner of a called 100.00 acre tract of land as conveyed to Bastrop Independent School District by General Warranty Deed recorded in Document Number 200109431 of the Official Public Records of Bastrop County, Texas, bears S 47°11'04" E a distance of 60.00 feet;

THENCE, with the northeast right-of-way line of said F.M. 812 and the southwest line of said CTX SPE 3 810.512 acre tract, N 47°11'04" W a distance of 39.52 feet to a 1/2-inch iron rod found for an angle point;

THENCE, continuing with the northeast right-of-way line of said F.M. 812 and the southwest line of said CTX SPE 3 810.512 acre tract, N 47°07'24" W, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the southwest common corner of said CTX SPE 3 810.512 acre tract and the above described 5Star Tract 3 at a distance of 2,448.35 feet, and continuing on with the northeast right-of-way line of said F.M. 812 and the southwest line of said 5Star Tract 3 for a total distance of 2,886.98 feet to a 5/8-inch iron rod found at the southwest common corner of said 5Star Tract 2 and the above described 5Star Tract 2, for an angle point;

THENCE, with the northeast right-of-way line of said F.M. 812 and the southwest line of said 5Star Tract 2, N 47°04'41" W a distance of 299.49 feet to a TXDOT Type I concrete right-of-way monument found for an angle point;

THENCE, continuing with the northeast right-of-way line of said F.M. 812 and the southwest line of said 5Star Tract 2, N 46°58'25" W, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the southwest common corner of said 5Star Tract 2 and said Austin14 Tract, continuing on with the northeast right-of-way line of said F.M. 812 and the southwest line of said Austin14 Tract for a total distance of 427.27 feet to a 1/2-inch iron rod found at an exterior corner of said Austin14 Tract, and at the most southerly terminus of said 100-foot wide unimproved right-of-way, for an angle point;

THENCE, continuing with the northeast right-of-way line of said F.M. 812 and the southwest terminus of said 100-foot wide unimproved right-of-way, N 46°59'27" W a distance of 100.12 feet to a 1/2-inch iron rod found at an exterior corner of said Autin14 Tract, and at the most westerly terminus of said 100-foot wide unimproved right-of-way, for an angle point;

THENCE, continuing with the northeast right-of-way line of said F.M. 812 and the southwest line of said Austin14 Tract, N 47°02'39" W a distance of 492.63 feet to the **POINT OF BEGINNING** and containing 582.444 acres (25,371,265 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on May 26, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. This document was prepared under 22 Texas Administrative Code §138.95 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Damian G. Fisher RPLS No. 6928
BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

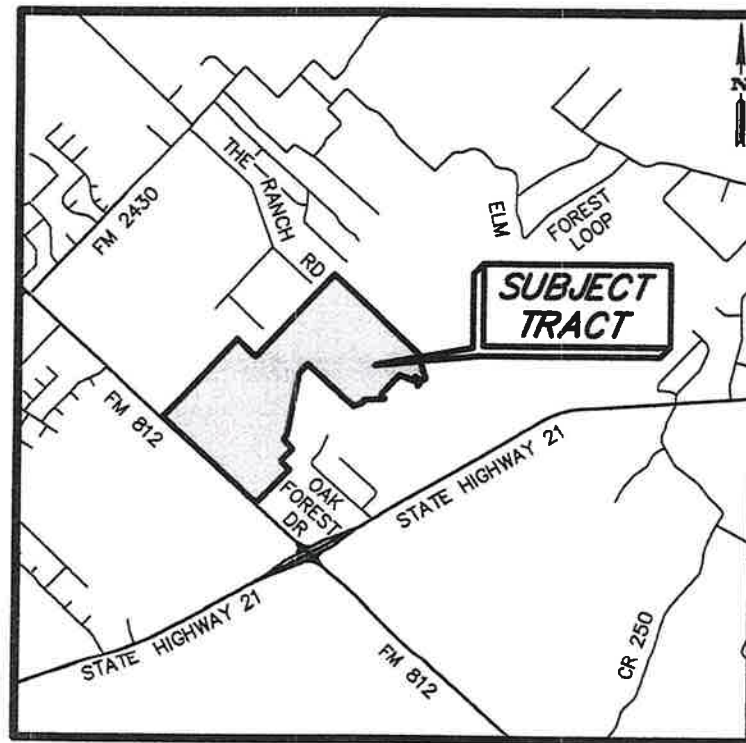


02/07/2023

Date

Date: January 6, 2023
Revised: February 7, 2023
Job No: 8695-00

EXHIBIT B



NOT TO SCALE

LOCATION MAP
BASTROP ETJ RELEASE
582.444 ACRES

**BGE, Inc.**

101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728

Tel: 512-879-0400 • www.bgeinc.com

TBPELS Registration No. F-1046

TBPELS Licensed Surveying Firm No. 10106502

BASTROP CENTRAL APPRAISAL DISTRICT

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
 COUNTY OF BASTROP §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Bastrop County, Texas, and find that, as of June 17, 2024, the property described and attached hereto, is assessed on the appraisal rolls of Bastrop County, Texas, for the tax year 2024 in the name(s) of:

CTX SPE 3 LP
AUSTIN14 SAI INVESTMENTS LLC
5STAR FAMILY HOLDINGS LP
CEDAR CREEK EAST LP
PRIEST, DAKOTA DEAN (ET AL)
NEU COMMUNITY CREEKSIDE LLC
REAL 812 HOLDINGS LP
RIO GRANDE EQUITY LP
812 COMMERCIAL INVESTMENTS LP
ANCHO DEVELOPMENT HOLDINGS LP
BORING ACCOUNTANT LP
CABO 35 STREET DEVELOPMENTS LP
HOGSBREATH INVESTMENTS LP

| <u>OWNER/ACCOUNT</u> | <u>ACREAGE</u> | <u>VALUE</u> |
|----------------------|----------------|--------------|
| 57267 | 85.965 | \$ 1,158,405 |
| 69953 | 39.512 | \$ 533,639 |
| 73794 | 12.062 | \$ 5,058,582 |
| 8723123 | 0.463 | \$ 6,239 |
| 8723149 | 4.7850 | \$ 64,350 |
| 8723150 | 24.188 | \$ 440,415 |
| 8723152 | 14.224 | \$ 258,991 |
| 8723154 | 21.039 | \$ 383,078 |
| 8723155 | 100.842 | \$ 1,199,616 |
| 8723156 | 1.973 | \$ 37,873 |
| 8728760 | 23.697 | \$ 853,147 |
| 8730038 | 10.01 | \$ 557,711 |
| 8730898 | 0.333 | \$ 99,371 |

EXHIBIT C

Item 9G.

| | | |
|----------------|---------|--------------|
| 8730899 | 1.46 | \$ 17,199 |
| 8730900 | 10.328 | \$ 121,664 |
| 8723153 | 120.921 | \$ 1,438,476 |
| Un-Opened Road | 19.972 | \$ 0 |
| 8733899 | 25.81 | \$ 489,566 |
| 8733900 | 11.00 | \$ 200,288 |
| 8733911 | 10.74 | \$ 144,724 |
| 8733912 | 10.71 | \$ 144,321 |
| 8733913 | 10.34 | \$ 139,335 |
| 8733914 | 10.75 | \$ 144,860 |
| 8733915 | 11.32 | \$ 152,541 |

CERTIFIED this 17th day of June, 2024.

By: Faun Cullens

Name: Faun Cullens

Title: Chief Appraiser

EXHIBIT A

Bastrop County M.U.D. No. 3
582.444 AcresMETES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 582.444 ACRE TRACT OF LAND OUT OF THE HIRAM BEALES SURVEY, ABSTRACT NO. 12, THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, AND THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 24, ALL OF BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 35.759 ACRE TRACT OF LAND AS CONVEYED TO AUSTIN14 SAI INVESTMENTS LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202207706 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING ALL OF THE REMAINDER OF A CALLED 78.934 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, ALL OF THE REMAINDER OF A CALLED 43.231 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, AND ALL OF A CALLED 21.838 ACRE TRACT OF LAND DESCRIBED AS TRACT 3, ALL AS CONVEYED TO 5STAR FAMILY HOLDINGS LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202114069 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING ALL OF A CALLED 100.842 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, A PORTION OF THE REMAINDER OF A CALLED 121.00 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, AND A PORTION OF THE REMAINDER OF A CALLED 587.274 ACRE TRACT OF LAND DESCRIBED AS TRACT 3, ALL AS CONVEYED TO CEDAR CREEK EAST LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202114074 AND CORRECTION INSTRUMENTS AS TO A RECORDED ORIGINAL INSTRUMENT RECORDED IN DOCUMENT NUMBERS 202216447 AND 202216495, ALL OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING ALL OF THE REMAINDER OF A CALLED 184.561 ACRE TRACT OF LAND DESCRIBED AS TRACT 1, AND A PORTION OF THE REMAINDER OF A CALLED 231.318 ACRE TRACT OF LAND DESCRIBED AS TRACT 2, BOTH AS CONVEYED TO CTX SPE 3, LP BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202114039 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 810.512 ACRE TRACT OF LAND AS CONVEYED TO CTX SPE 3, LP BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202114026 AND CORRECTED BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202115827, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF A CALLED 141.079 ACRE TRACT OF LAND AS CONVEYED TO NEU COMMUNITY CREEKSIDE LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 202207532 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF A 100-FOOT WIDE UNIMPROVED RIGHT-OF-WAY AS DEDICATED TO THE PUBLIC BY VOLUME 427, PAGE 848 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOTS 1, 2, 4, 5, 7 AND 8 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 52, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 582.444 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found on the northeast right-of-way line of F.M. 812 (100 feet wide) as dedicated by Volume 140, Pages 480 and 486 of the Deed Records of Bastrop County, Texas, at the most westerly corner of the above described Austin14 Tract, and at the most southerly corner of a called 366.5047 acre tract of land as conveyed to Legacy Housing Corp. by General Warranty Deed with Mineral Reservations recorded in Document Number 201806013 of the Official Public Records of Bastrop County, Texas, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with a northwest line of said Austin14 Tract and the southeast line of said Legacy Housing Tract, N 43°04'40" E, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most northerly corner of said Austin14 Tract, and at the most westerly corner of the remainder of the above described 5Star Tract 1, and continuing on with a northwest line of said 5Star Tract 1 and the southeast line of said Legacy Housing Tract for a total distance of 3,546.03 feet to a 5/8-inch iron rod found on the southwest line of Lot 5 of THE RANCH, a subdivision recorded in Cabinet 1, Page 74-B of the Plat Records of Bastrop County, Texas, at an exterior corner of said 5Star Tract 1, and at the most easterly corner of said Legacy Housing Tract, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod found at the southwest common corner of Lot 4 and Lot 5 of said THE RANCH, bears N 46°45'51" W a distance of 142.43 feet;

THENCE, with the northeast line of said 5Star Tract 1 and the southwest line of said THE RANCH, S 47°02'58" E a distance of 169.12 feet to a 1/2-inch iron rod found for an angle point;

THENCE, continuing with the northeast line of said 5Star Tract 1 and the southwest line of said THE RANCH, S 47°07'50" E a distance of 679.10 feet to a 60D nail found at an interior corner of said 5Star Tract 1, and at the most southerly corner of said THE RANCH, for an interior corner of the herein described tract;

THENCE, with a northwest line of said 5Star Tract 1 and the southeast line of said THE RANCH, N 43°16'48" E a distance of 1,700.03 feet to a 1/2-inch iron pipe found at the common southeast corner of Lot 8 and Lot 18 of said THE RANCH, for an angle point of the herein described tract;

THENCE, continuing with a northwest line of said 5Star Tract 1 and the southeast line of said THE RANCH, N 43°10'16" E, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the northeast corner of said 5Star Tract 1, and at an angle point in the northwest line of the above described Cedar Creek East Tract 1, and continuing on with the northwest line of said Cedar Creek East Tract 1 and the southeast line of said THE RANCH for a total distance of 1,688.15 feet to a 1/2-inch iron pipe found for an angle point;

THENCE, continuing with the northwest line of said Cedar Creek East Tract 1 and the southeast line of said THE RANCH, N 43°03'13" E a distance of 321.19 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most northerly corner of said Cedar Creek East Tract 1, and at the most westerly corner of a called 261.430 acre tract of land described as Tract 1 as conveyed to CTX HWY 21, LP by Warranty Deed with Vendor's Lien recorded in Document Number 202216695 of the Official Public Records of Bastrop County, Texas, for the most northerly corner of the herein described tract, from which a found 1/2-inch iron rod bears N 46°52'57" W a distance of 2.59 feet;

THENCE, generally along a fence, with the northeast line of said Cedar Creek East Tract 1 and the southwest line of said CTX HWY 21 Tract 1, S 46°52'57" E, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set on the north line of the above described 100-foot wide unimproved right-of-way, at the most easterly corner of said Cedar Creek East Tract 1, at an exterior corner of said CTX HWY 21 Tract 1, and at the most westerly corner of a called 6.362 acre tract of land as conveyed to CTX HWY 21, LP by Special Warranty Deed 100' ROW recorded in Document Number 202221197 of the Official Public Records of Bastrop County, Texas, at a distance of 3,215.97 feet, continuing on generally along a fence, with the southwest line of said CTX HWY 21 6.362 acre tract and over and across said 100-foot wide unimproved right-of-way, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set on the south line of said 100-foot wide unimproved right-of-way, at an exterior corner of the above described Cedar Creek East Tract 2, at an exterior corner of said CTX HWY 21 Tract 1, and at the most southerly corner of the above described CTX HWY 21 6.362 acre tract at a distance of 3,327.47 feet, and continuing on generally along a fence, with the northeast line of said Cedar Creek East Tract 2 and the southwest line of said CTX HWY 21 Tract 1 for a total distance of 3,804.30 feet to a 1/2-inch iron rod found on the northwest line of the above described Cedar Creek East Tract 3, at the most easterly corner of said Cedar Creek East Tract 2, and at the most southerly corner of said CTX HWY 21 Tract 1, for an angle point, from which a found 3/8-inch iron rod bears N 38°41'24" W a distance of 0.68 feet, and from which a fence post found at the most easterly common corner of said Cedar Creek East Tract 3 and said CTX HWY 21 Tract 1, bears N 42°54'02" E a distance of 4,643.68 feet;

THENCE, over and across said Cedar Creek East Tract 3, S 16°42'37" E a distance of 648.40 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 14°09'50" E a distance of 181.58 feet to a calculated point for the most easterly corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 59°58'46" W a distance of 26.06 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, SOUTH a distance of 13.81 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 63°38'33" W a distance of 136.11 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 19°56'38" W a distance of 19.64 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 45°15'37" W a distance of 14.37 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 19°38'05" W a distance of 10.73 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 19°45'37" W a distance of 12.83 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 23°23'10" W a distance of 46.94 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 08°34'43" W a distance of 4.27 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 50°57'15" W a distance of 83.60 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 27°24'11" W a distance of 6.31 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, N 08°41'54" W a distance of 164.01 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said Cedar Creek East Tract 3, along said curve to the right, an arc distance of 13.91 feet, having a radius of 15.00 feet, a central angle of 53°07'48" and a chord which bears N 17°52'00" E a distance of 13.42 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said Cedar Creek East Tract 3, along said curve to the left, an arc distance of 299.77 feet, having a radius of 60.00 feet, a central angle of 286°15'37" and a chord which bears S 81°18'06" W a distance of 72.00 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, N 81°01'43" W a distance of 117.76 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, N 63°38'38" W a distance of 105.02 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, N 66°47'41" W a distance of 105.02 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, N 69°36'31" W a distance of 82.56 feet to a calculated angle point;

THENCE, continuing over and across said Cedar Creek East Tract 3, N 72°40'27" W a distance of 121.80 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 42°49'48" W a distance of 830.28 feet to a calculated angle point;

THENCE, continuing partly over and across said Cedar Creek East Tract 3 and partly over and across the above described NEU Community Tract, S 16°06'42" W a distance of 147.71 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said NEU Community Tract, S 83°19'00" E a distance of 120.00 feet to a calculated point for the beginning of a non-tangent curve to the left and an exterior corner of the herein described tract;

THENCE, continuing over and across said NEU Community Tract, along said curve to the left, an arc distance of 16.09 feet, having a radius of 225.00 feet, a central angle of 04°05'52" and a chord which bears S 04°38'04" W a distance of 16.09 feet to a calculated point of tangency;

THENCE, continuing over and across said NEU Community Tract, S 02°35'08" W a distance of 5.44 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said NEU Community Tract, along said curve to the right, an arc distance of 22.99 feet, having a radius of 15.00 feet, a central angle of 87°49'38" and a chord which bears S 46°29'57" W a distance of 20.81 feet to a calculated point of reverse curvature;

THENCE, continuing over and across said NEU Community Tract, along said curve to the left, an arc distance of 43.44 feet, having a radius of 1,040.00 feet, a central angle of 02°23'36" and a chord which bears S 89°12'58" W a distance of 43.44 feet to a calculated point of tangency;

THENCE, continuing partly over and across said NEU Community Tract and partly over and across said Cedar Creek East Tract 2, S 88°01'10" W a distance of 599.43 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing partly over and across said Cedar Creek East Tract 2 and partly over and across said Cedar Creek East Tract 3, along said curve to the left, an arc distance of 115.96 feet, having a radius of 55.00 feet, a central angle of 120°48'11" and a chord which bears S 27°37'05" W a distance of 95.65 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said Cedar Creek East Tract 3, S 66°59'14" W a distance of 342.52 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most easterly corner of the remainder of said CTX SPE 3 810.512 acre tract, and at an interior corner of said Cedar Creek East Tract 3, for an exterior corner of the herein described tract;

THENCE, with a southwest line of said Cedar Creek East Tract 3 and the northeast line of the remainder of said CTX SPE 3 810.512 acre tract, N 46°57'27" W, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most northerly common corner of said Cedar Creek East Tract 3 and the remainder of said CTX SPE 3 810.512 acre tract, and at the most southerly common corner of the remainder of said CTX SPE 3 231.318 acre tract and said Cedar Creek East Tract 2, at a distance of 280.29 feet, and continuing on with the northeast line of the remainder of said CTX SPE 3 231.318 acre tract and the southwest line of said Cedar Creek East Tract 2, for a total distance of 2,050.82 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set on the southeast line of said 100-foot wide unimproved right-of-way, at the most northerly corner of the remainder of said CTX SPE 3 231.318 acre tract, and at the most westerly corner of said Cedar Creek East Tract 2, bears N 46°57'27" W a distance of 654.31 feet;

THENCE, departing the southwest line of said Cedar Creek East Tract 3, and over and across said CTX SPE 3 810.512 acre tract, S 43°02'33" W a distance of 397.53 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, S 10°06'06" W a distance of 2,100.15 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, S 34°21'27" W a distance of 169.34 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, S 38°10'11" E a distance of 427.36 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, S 43°06'35" W a distance of 517.47 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, S 09°38'15" E a distance of 64.44 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 810.512 acre tract, S 46°53'25" E a distance of 352.54 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the southeast line of the remainder of said CTX SPE 3 810.512 acre tract and the northwest line of a called 14.860 acre tract of land described as Tract 2 as conveyed to SPE 3 MH, LP by Warranty Deed recorded in Document Number 202217283 of the Official Public Records of Bastrop County, Texas, for an exterior corner of the herein described tract;

THENCE, with the southeast line of the remainder of said CTX SPE 3 810.512 acre tract and the northwest line of said SPE 3 MH Tract 2, S 43°06'35" W a distance of 1,567.98 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the northeast right-of-way of said F.M. 812, at the most southerly corner of said CTX SPE 3 810.512 acre tract, and at the most westerly corner of said SPE 3 MH Tract 2, for the most southerly corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "Chaparral Boundary" found at the most southerly corner of a called 19.283 acre tract of land described as Tract 1 as conveyed to SPE 3 MH, LP by Warranty Deed recorded in Document Number 202217283 of the Official Public Records of Bastrop County, Texas, and at the most westerly corner of a called 100.00 acre tract of land as conveyed to Bastrop Independent School District by General Warranty Deed recorded in Document Number 200109431 of the Official Public Records of Bastrop County, Texas, bears S 47°11'04" E a distance of 60.00 feet;

THENCE, with the northeast right-of-way line of said F.M. 812 and the southwest line of said CTX SPE 3 810.512 acre tract, N 47°11'04" W a distance of 39.52 feet to a 1/2-inch iron rod found for an angle point;

THENCE, continuing with the northeast right-of-way line of said F.M. 812 and the southwest line of said CTX SPE 3 810.512 acre tract, N 47°07'24" W, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the southwest common corner of said CTX SPE 3 810.512 acre tract and the above described 5Star Tract 3 at a distance of 2,448.35 feet, and continuing on with the northeast right-of-way line of said F.M. 812 and the southwest line of said 5Star Tract 3 for a total distance of 2,886.98 feet to a 5/8-inch iron rod found at the southwest common corner of said 5Star Tract 2 and the above described 5Star Tract 2, for an angle point;

THENCE, with the northeast right-of-way line of said F.M. 812 and the southwest line of said 5Star Tract 2, N 47°04'41" W a distance of 299.49 feet to a TXDOT Type I concrete right-of-way monument found for an angle point;

THENCE, continuing with the northeast right-of-way line of said F.M. 812 and the southwest line of said 5Star Tract 2, N 46°58'25" W, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set at the southwest common corner of said 5Star Tract 2 and said Austin14 Tract, continuing on with the northeast right-of-way line of said F.M. 812 and the southwest line of said Austin14 Tract for a total distance of 427.27 feet to a 1/2-inch iron rod found at an exterior corner of said Austin14 Tract, and at the most southerly terminus of said 100-foot wide unimproved right-of-way, for an angle point;

THENCE, continuing with the northeast right-of-way line of said F.M. 812 and the southwest terminus of said 100-foot wide unimproved right-of-way, N 46°59'27" W a distance of 100.12 feet to a 1/2-inch iron rod found at an exterior corner of said Autin14 Tract, and at the most westerly terminus of said 100-foot wide unimproved right-of-way, for an angle point;

THENCE, continuing with the northeast right-of-way line of said F.M. 812 and the southwest line of said Austin14 Tract, N 47°02'39" W a distance of 492.63 feet to the **POINT OF BEGINNING** and containing 582.444 acres (25,371,265 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on May 26, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. This document was prepared under 22 Texas Administrative Code §138.95 and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Damian G. Fisher RPLS No. 6928
BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502



02/07/2023

Date

Date: January 6, 2023
Revised: February 7, 2023
Job No: 8695-00



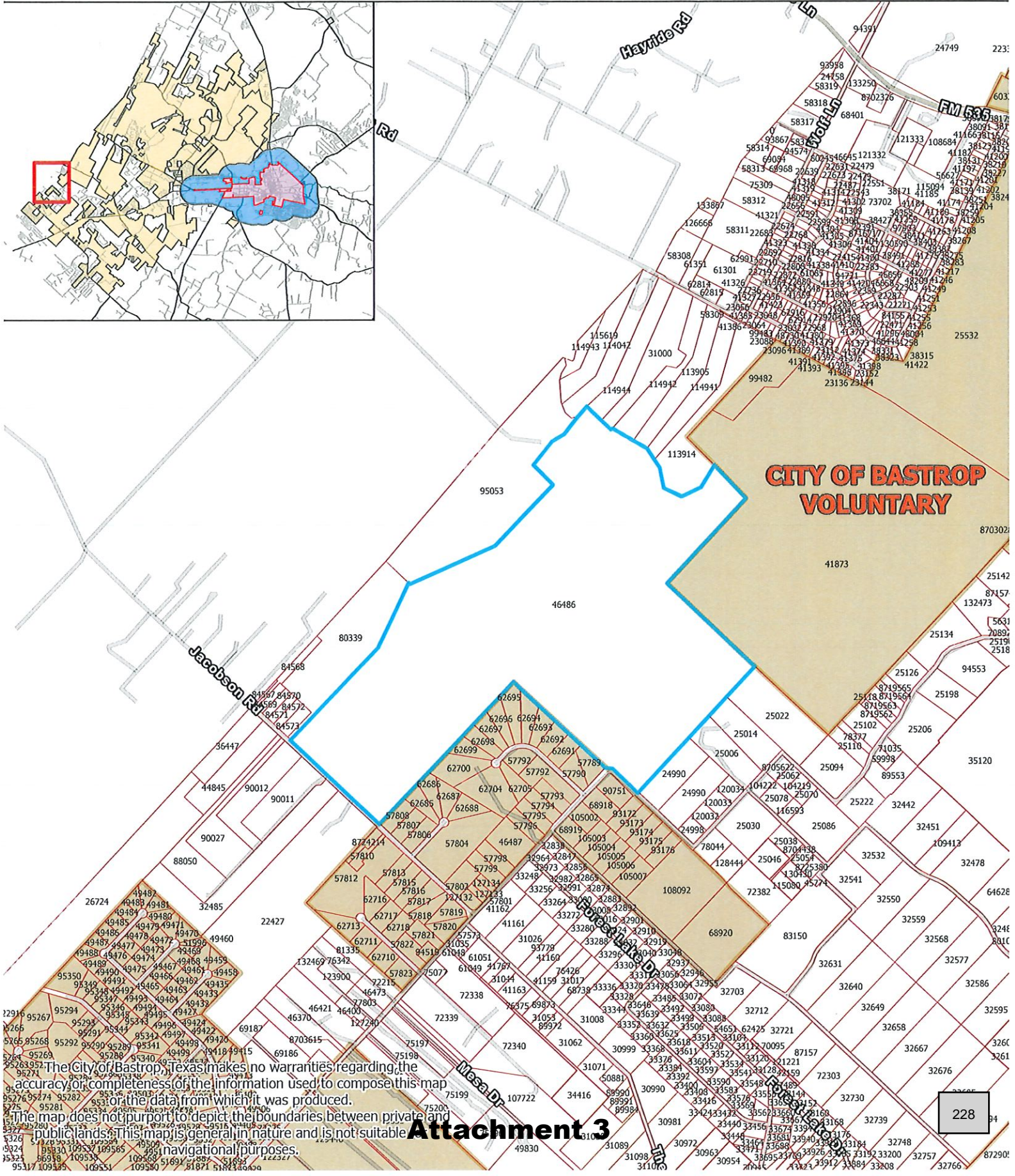
RELEASE OF PROPERTY FROM CITY OF BASTROP

Item 9G.

Jangam Vikram

0 0.25 0.5 Miles

Current Time: 6/24/2024 3:53 PM



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.

Attachment 3

RECEIVED
5/13/24
ag

**PETITION FOR RELEASE OF AREA
FROM THE EXTRATERRITORIAL JURISDICTION**

THE STATE OF TEXAS §

COUNTY OF BASTROP §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

The undersigned (hereinafter called "Petitioner"), being a majority of the persons who hold title to land(s) situated within the area hereinafter described, which represents a total value of more than 50% of the value of all such area as indicated by the tax rolls of the Bastrop County Appraisal District, acting pursuant to Section 42.102 of the Texas Local Government Code, as amended, hereby respectfully petitions the City of Bastrop, Texas (hereinafter called the "City"), for the removal of the area described in Exhibit A herein (the "Property") from the extraterritorial jurisdiction (the "ETJ") of the City.

In support of this Petition, Petitioner would respectfully show:

I.

Petitioner has authority, pursuant to Section 42.102(b) of the Texas Local Government Code, to file this Petition as the owner(s) of the majority in value of an area of land in a municipality's ETJ.

II.

This Petition is signed by a majority in value of the holders of title of land in the area as described by the Petition, as indicated by the tax rolls of the Bastrop County Central Appraisal District and evidenced by an affidavit attached as Exhibit B.

III.

This Petition has satisfied the signature requirements described by Sections 42.103 and 42.104(a) of the Texas Local Government Code and Chapter 277, Election Code, not later than the 180th day after the date the first signature for the Petition is obtained.

IV.

The signature collected for this Petition is in writing, pursuant to Section 42.104(c) of the Texas Local Government Code.

V.

The Property is located in Bastrop County, Texas, and totals approximately 337.72 acres, as described in Exhibit "A", all of which is located within the extraterritorial jurisdiction of the

City and, to the best of the Petitioner's knowledge, is not subject to any of the exceptions from applicability described in Section 42.101, Texas Local Government Code.

VI.

This Petition shall be verified by the City Secretary of the City or other person at the City responsible for verifying signatures.

VII.

The City must notify the residents or landowners of the District of the results of the Petition, which notification requirement may be satisfied by notifying the Petitioner in writing.

VIII.

If Petitioner has obtained the signatures on the Petition required under Section 42.104, Texas Local Government Code to release the District from the City's ETJ, the City shall immediately release the District from its ETJ pursuant to Section 42.105(c), Texas Local Government Code.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that this Petition be filed with the City Secretary of the City of Bastrop, Texas, and that, thereafter, the District be removed from the extraterritorial jurisdiction of the City, in the manner provided by law, including particularly Sections 42.102-105 of the Texas Local Government Code, as amended, that after this Petition has been granted, that it and the Petitioner's action thereon be filed of record and be recorded in the Office of the City Secretary of Bastrop, Texas; and that Petitioner have such other order and relief to which they may show itself entitled. If the City Council has not released the Property from the ETJ by the later of the 45th day after the date the City receives this Petition or the next meeting of the City Council that occurs after the 30th day after the date the City receives this Petition, the Property shall be released by operation of law pursuant to Chapter 42.105(d), Texas Local Government Code.

RESPECTFULLY SUBMITTED this 23rd day of April, 2024.

NAME: Vikram Jangam


DATE OF BIRTH: 05/01/1975

RESIDENCE ADDRESS: 2205 Castilian Path, Westlake, TX 76262

Landowner:

WESTSIDE MESA LLC

Managing member Vikram Jangam



DATE 4/26/2024

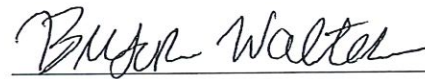
STATE OF TEXAS §

§

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 26th day of April,
2024, by Jangam, Vikram of WestSide mesa, a managing member, on
behalf of said WestSide Mesa LLC.

(SEAL)



Notary Public in and for the State of Texas

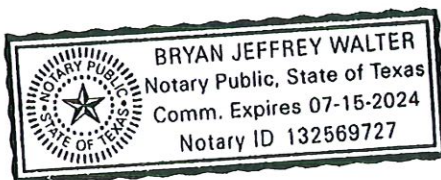


EXHIBIT "A"

**LEGAL DESCRIPTION OF AREA TO BE REMOVED FROM THE
EXTRATERRITORIAL JURISDICTION:**

A399 Green, M., ACRES 337.727

[SEE ATTACHED SURVEY]

EXHIBIT "B"

**AFFIDAVIT OF OWNERSHIP OF AREA TO BE REMOVED FROM THE
EXTRATERRITORIAL JURISDICTION**

[Please See Attached]

AFFIDAVIT OF OWNERSHIP

STATE OF TEXAS

COUNTY OF BASTROP

I, **Vikram Jangam** have the authority to make the claims below say that:

For Property Description

Westside Mesa LLC is the legal owner of one parcel of property, identified as follows:

488 MESA DR DEL VALLE, TX 78617 PROPERTY ID: 46486 – 337.72 ACRES

Possession

WESTSIDE MESA LLC took ownership of the property on: JUNE 15TH, 2022 as recorded by instrument# 202214102

Liens

No claim or action has been brought to my attention which questions my title or right to possession of the property and to my knowledge, no actions are pending against me in any court.



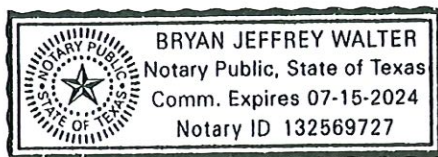
Name: Vikram Jangam

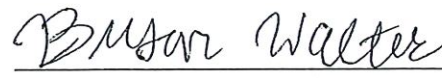
Date 4/26/2024

STATE OF TEXAS

COUNTY OF BASTROP

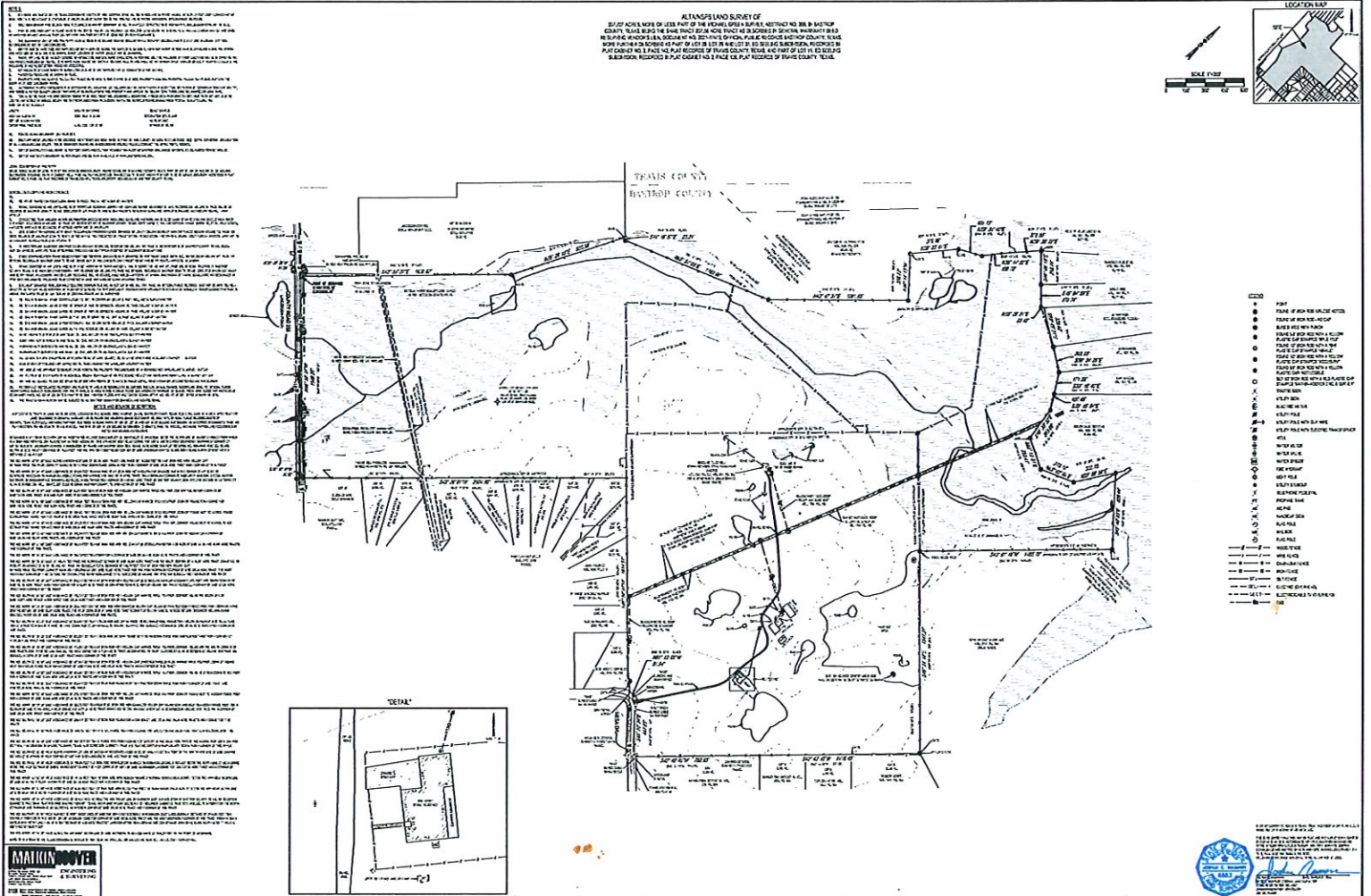
This instrument was acknowledged before me on this 26th day of April 2024,
by Vikram Jangam.

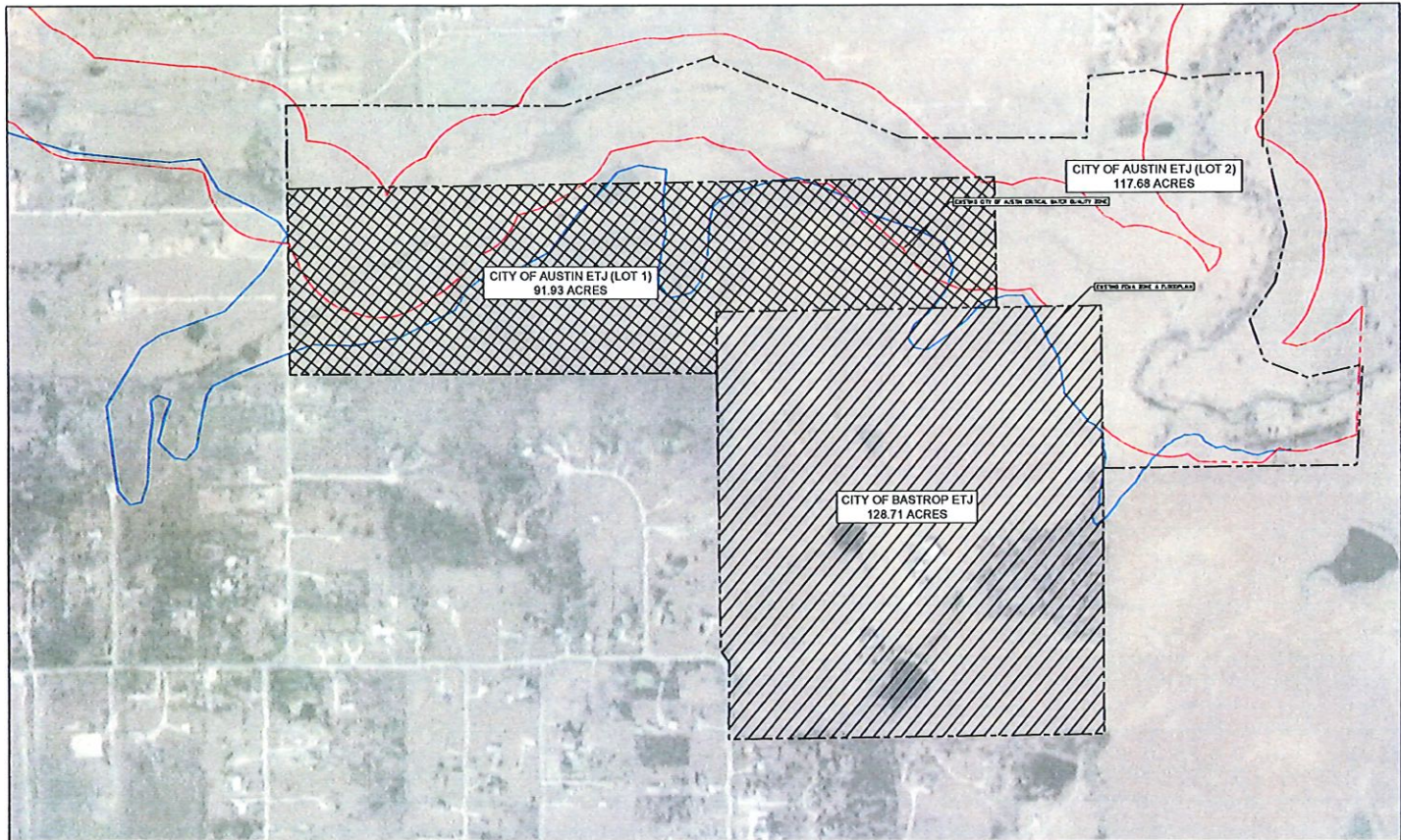



Notary Public in and for the State of Texas

Bryan Walter
Printed Name of Notary

My Commission Expires 7/15/24

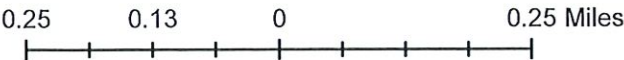
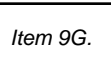




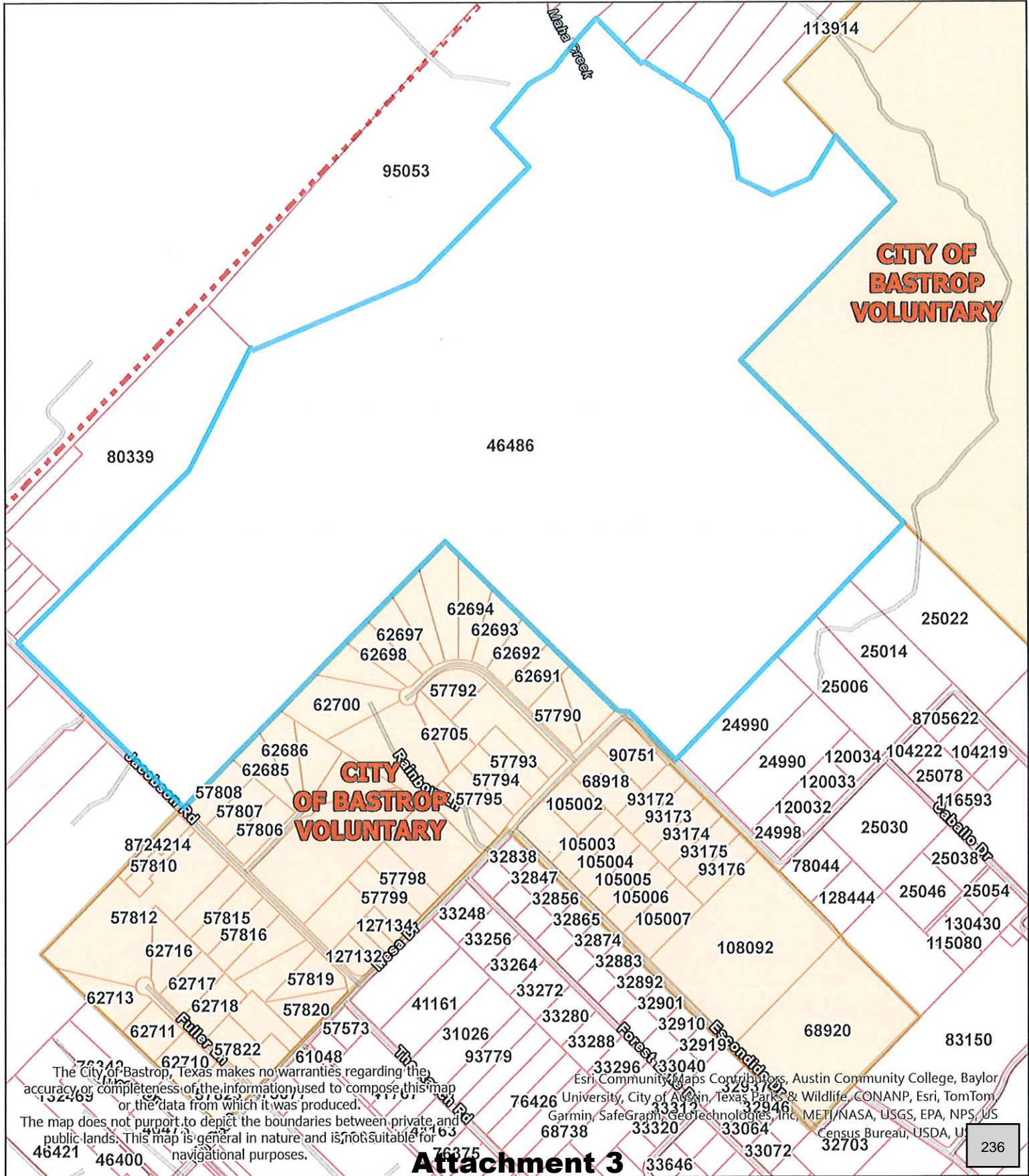
City of Austin ETJ
Travis County, TX
August, 2022

Kimley»Horn

1251 Sadler Drive
Building N, Suite 1225
San Marcos, TX 78668
512-388-4517
State of Texas Registration No. F-325



Current Time: 5/13/2024 1:51 PM



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**PETITION FOR RELEASE OF AREA
FROM THE EXTRATERRITORIAL JURISDICTION**

THE STATE OF TEXAS §

COUNTY OF BASTROP §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

The undersigned (hereinafter called "Petitioner"), being a majority of the persons who hold title to land(s) situated within the area hereinafter described, which represents a total value of more than 50% of the value of all such area as indicated by the tax rolls of the Bastrop County Appraisal District, acting pursuant to Section 42.102 of the Texas Local Government Code, as amended, hereby respectfully petitions the City of Bastrop, Texas (hereinafter called the "City"), for the removal of the area described in Exhibit A herein (the "Property") from the extraterritorial jurisdiction (the "ETJ") of the City.

In support of this Petition, Petitioner would respectfully show:

I.

Petitioner has authority, pursuant to Section 42.102(b) of the Texas Local Government Code, to file this Petition as the owner(s) of the majority in value of an area of land in a municipality's ETJ.

II.

This Petition is signed by a majority in value of the holders of title of land in the area as described by the Petition, as indicated by the tax rolls of the Bastrop County Central Appraisal District and evidenced by an affidavit attached as Exhibit B.

III.

This Petition has satisfied the signature requirements described by Sections 42.103 and 42.104(a) of the Texas Local Government Code and Chapter 277, Election Code, not later than the 180th day after the date the first signature for the Petition is obtained.

IV.

The signature collected for this Petition is in writing, pursuant to Section 42.104(c) of the Texas Local Government Code.

V.

The Property is located in Bastrop County, Texas, and totals approximately 337.72 acres, as described in Exhibit "A", all of which is located within the extraterritorial jurisdiction of the

City and, to the best of the Petitioner's knowledge, is not subject to any of the exceptions from applicability described in Section 42.101, Texas Local Government Code.

VI.

This Petition shall be verified by the City Secretary of the City or other person at the City responsible for verifying signatures.

VII.

The City must notify the residents or landowners of the District of the results of the Petition, which notification requirement may be satisfied by notifying the Petitioner in writing.

VIII.

If Petitioner has obtained the signatures on the Petition required under Section 42.104, Texas Local Government Code to release the District from the City's ETJ, the City shall immediately release the District from its ETJ pursuant to Section 42.105(c), Texas Local Government Code.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that this Petition be filed with the City Secretary of the City of Bastrop, Texas, and that, thereafter, the District be removed from the extraterritorial jurisdiction of the City, in the manner provided by law, including particularly Sections 42.102-105 of the Texas Local Government Code, as amended, that after this Petition has been granted, that it and the Petitioner's action thereon be filed of record and be recorded in the Office of the City Secretary of Bastrop, Texas; and that Petitioner have such other order and relief to which they may show itself entitled. If the City Council has not released the Property from the ETJ by the later of the 45th day after the date the City receives this Petition or the next meeting of the City Council that occurs after the 30th day after the date the City receives this Petition, the Property shall be released by operation of law pursuant to Chapter 42.105(d), Texas Local Government Code.

RESPECTFULLY SUBMITTED this 23rd day of April, 2024.

NAME: Vikram Jangam


DATE OF BIRTH: 05/01/1975

RESIDENCE ADDRESS: 2205 Castilian Path, Westlake, TX 76262

Landowner:

WESTSIDE MESA LLC

Managing member Vikram Jangam



DATE 4/26/2024

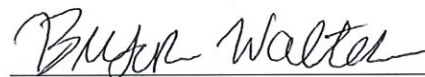
STATE OF TEXAS §

§

COUNTY OF BASTROP §

This instrument was acknowledged before me on this 26th day of April, 2024, by Jangam, Vikram of WestSide mesa, a managing member, on behalf of said WestSide Mesa LLC.

(SEAL)



Notary Public in and for the State of Texas

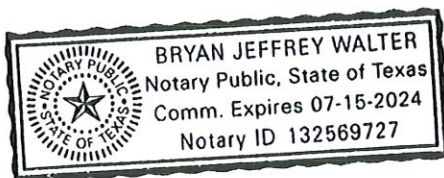


EXHIBIT "A"

**LEGAL DESCRIPTION OF AREA TO BE REMOVED FROM THE
EXTRATERRITORIAL JURISDICTION:**

A399 Green, M., ACRES 337.727

[SEE ATTACHED SURVEY]

EXHIBIT "B"

**AFFIDAVIT OF OWNERSHIP OF AREA TO BE REMOVED FROM THE
EXTRATERRITORIAL JURISDICTION**

[Please See Attached]

AFFIDAVIT OF OWNERSHIP

STATE OF TEXAS

COUNTY OF BASTROP

I, **Vikram Jangam** have the authority to make the claims below say that:

For Property Description

Westside Mesa LLC is the legal owner of one parcel of property, identified as follows:

488 MESA DR DEL VALLE, TX 78617 PROPERTY ID: 46486 – 337.72 ACRES

Possession

WESTSIDE MESA LLC took ownership of the property on: JUNE 15TH, 2022 as recorded by instrument# 202214102

Liens

No claim or action has been brought to my attention which questions my title or right to possession of the property and to my knowledge, no actions are pending against me in any court.



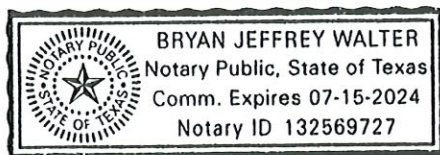
Name: Vikram Jangam

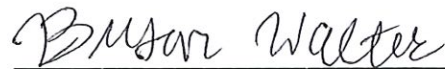
Date 4/26/2024

STATE OF TEXAS

COUNTY OF BASTROP

This instrument was acknowledged before me on this 26th day of April 2024,
by Vikram Jangam.



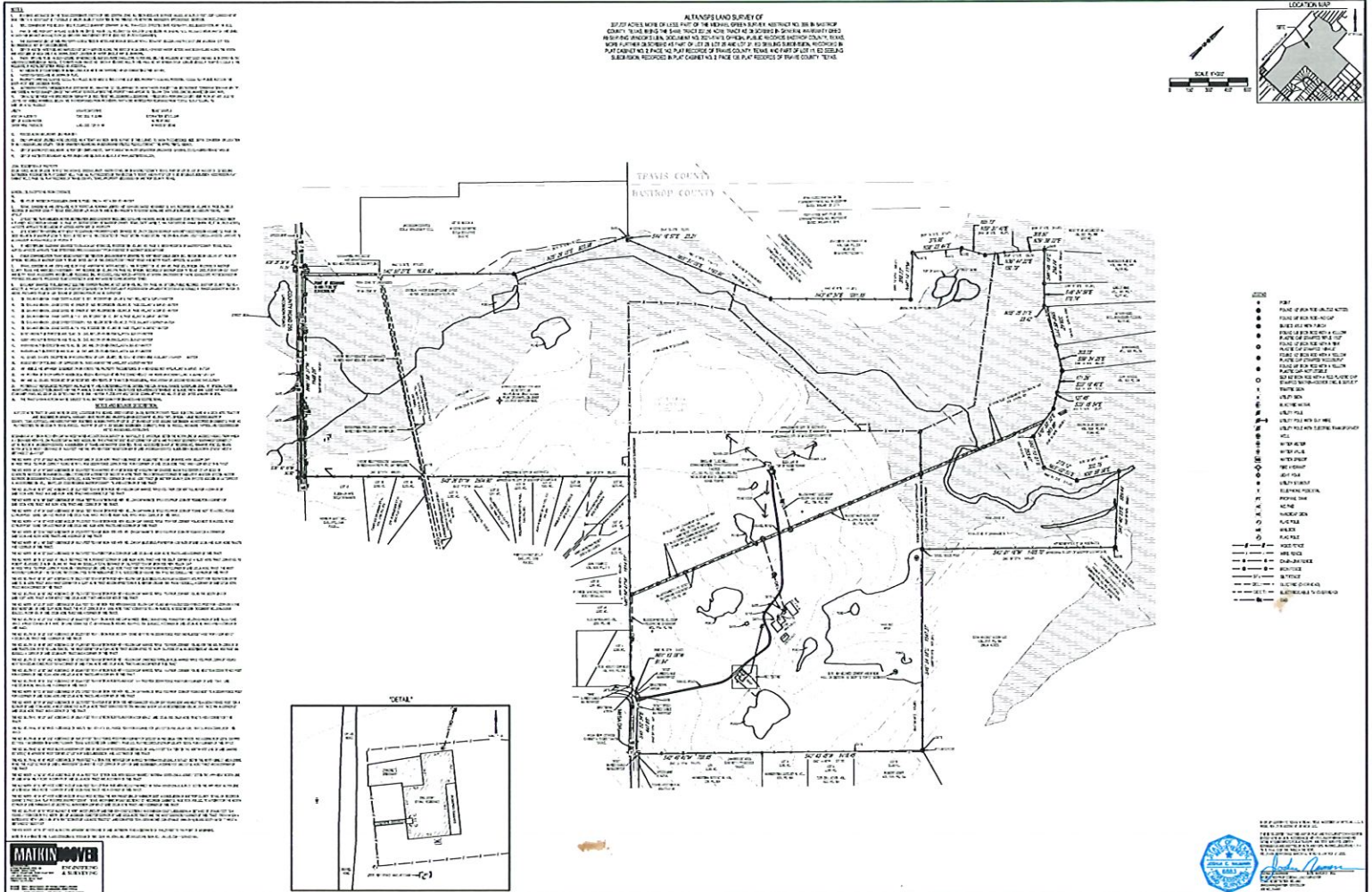


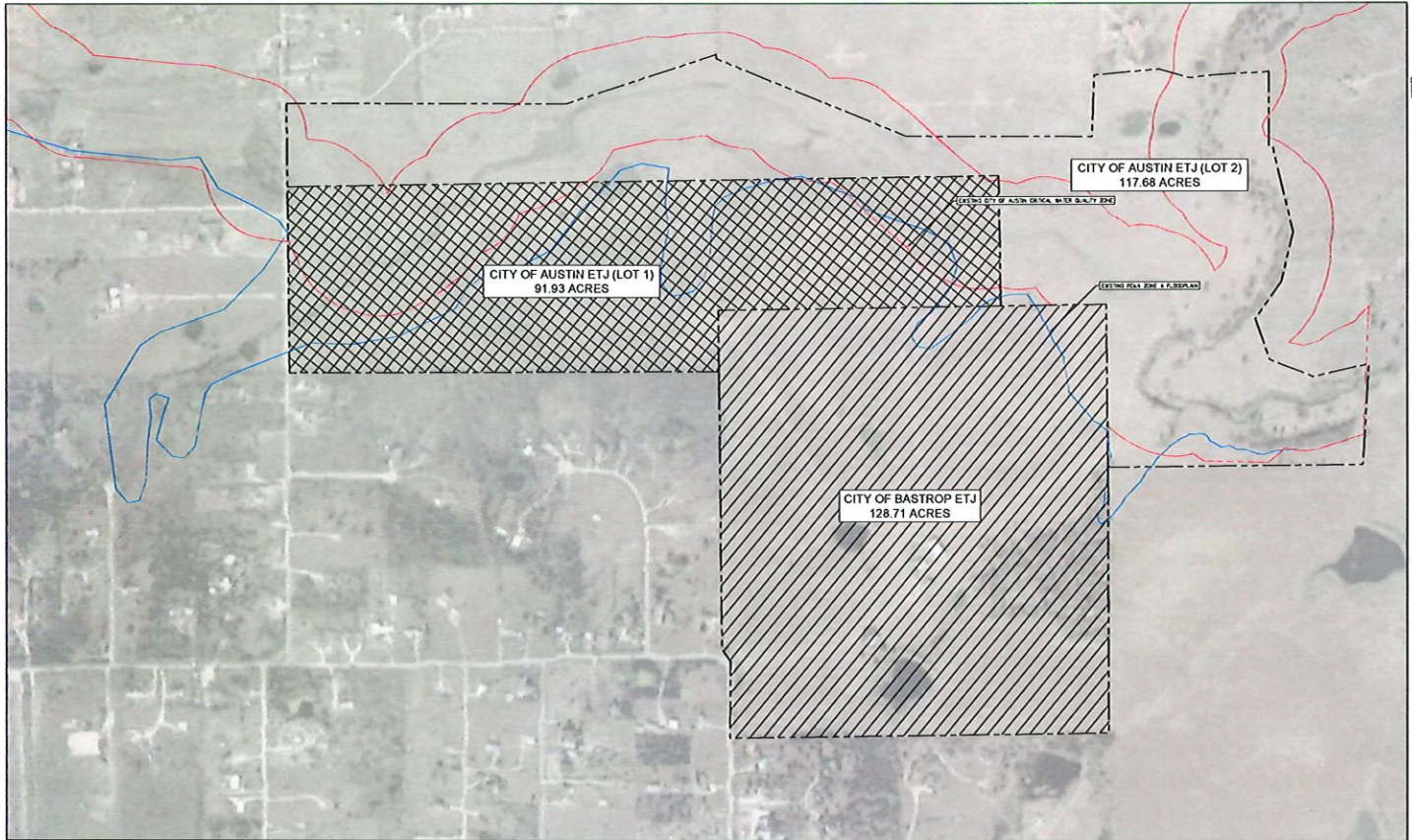
Notary Public in and for the State of Texas

Bryan Walter

Printed Name of Notary

My Commission Expires 7/15/24





City of Austin ETJ
Travis County, TX
August, 2022

Kimley»Horn
1251 Baker Drive
Building K, Suite 1200
San Marcos, TX 78666
512.566.4457
State of Texas Registration No. F-028



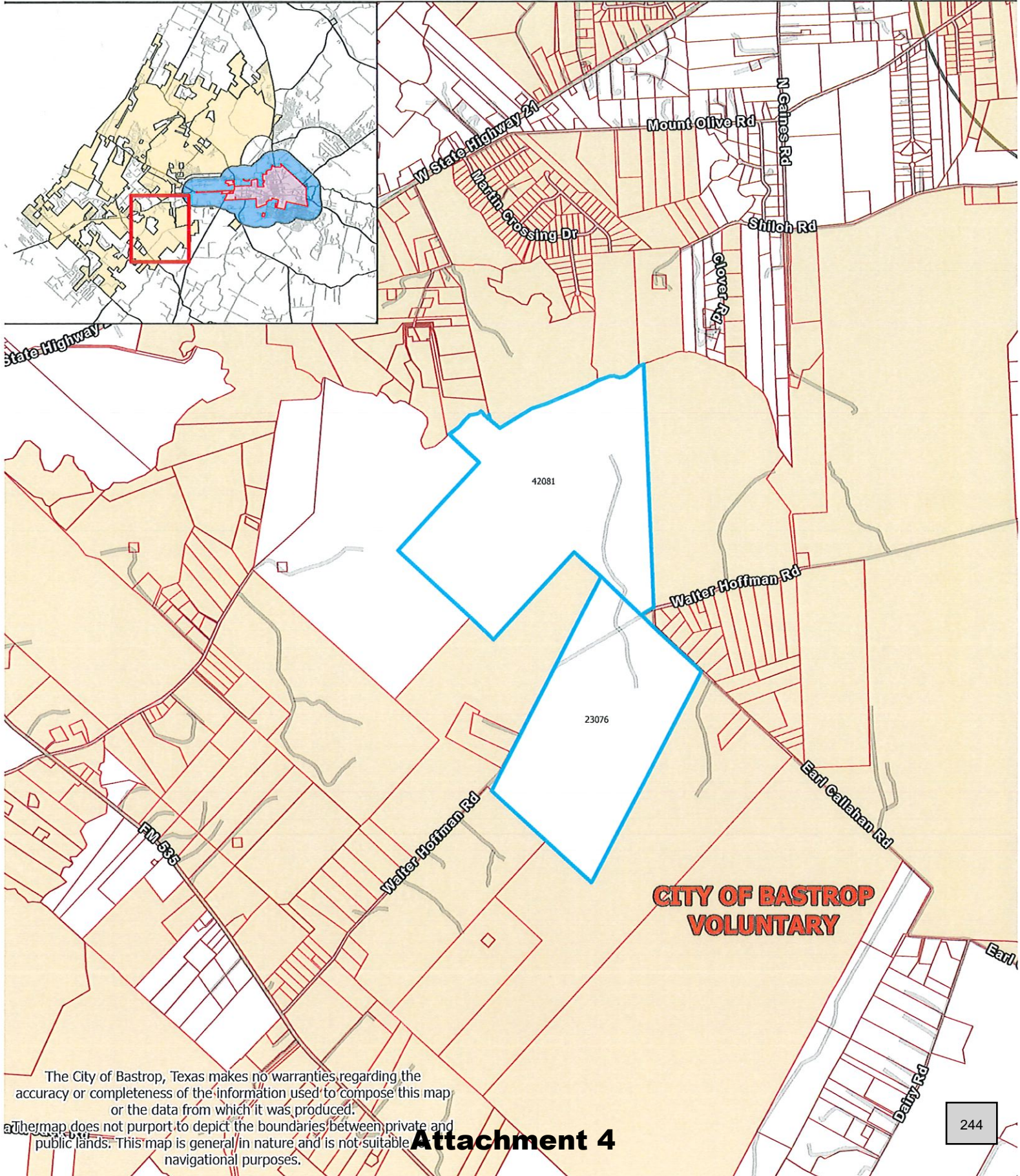
RELEASE OF PROPERTY FROM CITY OF BASTROP

Item 9G.

Jason Alley

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Current Time: 6/24/2024 4:56 PM



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.

Attachment 4

RECEIVED
6/12/2024

**REQUEST AND PETITION FOR RELEASE OF PROPERTY FROM THE
EXTRATERRITORIAL JURISDICTION OF THE CITY OF BASTROP
(750.62 ACRES)**

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF BASTROP, TEXAS:

The undersigned ("Petitioner"), acting pursuant to the provisions of Sections 42.101-105 of the Texas Local Government Code, respectfully petitions the City of Bastrop (the "City") to release the land described by metes and bounds on Exhibit "A-1" and "A-2" (the "Land"), from the extraterritorial jurisdiction ("ETJ") of the City. In support of this petition, Petitioner would show the following:

I.

Petitioner is the owner of all of the Land, comprised of 750.62 acres currently situated within the extraterritorial boundaries of the City in Bastrop County, Texas, and is fully described by metes and bounds on Exhibit "A-1" and "A-2", attached hereto and incorporated herein by reference. Petitioner certifies, to his actual knowledge, that the description of the Land attached as Exhibit "A-1" and "A-2" is true and correct. A map of the Land to be released is attached hereto as Exhibit "B".

II.

Pursuant to section 42.102(b) of the Texas Local Government Code, Petitioner certifies that he is the owner of one hundred percent (100%) in value of the holders of title of the Land pursuant to the tax rolls of the Bastrop County Appraisal District as evidenced by Exhibit "C" and is, therefore, authorized to file this Petition.

III.

To the extent required by applicable law, this Petition has satisfied the signature requirements described in Sections 42.103 and 42.104(a) of the Texas Local Government Code and Chapter 277 of the Texas Election Code, not later than the 180th day after the date the first signature for the Petition is obtained.

IV.

The signature is hereby sufficient to effectuate the immediate release of the Land from the City's ETJ. If the City fails to take action to release the Land by the later of the 45th day after the date the City receives this Petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this Petition, the Land is released by operation of law.

V.

Petitioner prays that (i) this Petition be verified by the City Secretary or other person at the City responsible for verifying signatures, (ii) the Petitioner be notified of the results, and (iii) this Petition be granted, immediately releasing the Land from the City's ETJ.

Executed to be effective as of the 12 day of JUNE, 2024.

* * *

SIGNATURE PAGE TO
REQUEST AND PETITION FOR RELEASE OF PROPERTY FROM THE
EXTRATERRITORIAL JURISDICTION OF THE CITY OF BASTROP
(750.62 ACRES)

PETITIONER:

By: 
 Jason Alley

Date: ~~07-15-1978~~ 6-10-24

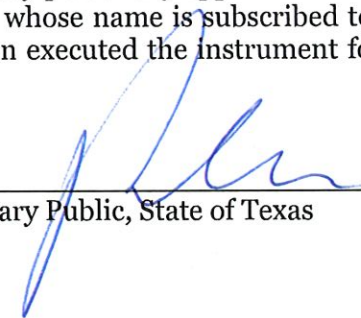
DOB or VRN: 07-15-1978

Address: 141 Axis Trail
Bastrop TX 78602

THE STATE OF TEXAS §
 COUNTY OF Builtup §

Before me, the undersigned notary, on this day personally appeared Jason Alley, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument for the purposes and consideration expressed in the instrument.

(SEAL)


 Notary Public, State of Texas

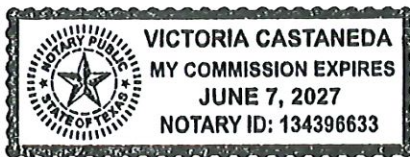


EXHIBIT "A-1" AND "A-2"
THE LAND

EXHIBIT "A-1"

Legal Description

424.402 ACRES TRACT IN THE LUBEL LEVERENCE SURVEY AND JACOB WALTERS SURVEY, BASTROP COUNTY, TEXAS.

BEING a 424.402 acre tract or parcel of land out of the Lubel Leverence Survey, A-225 in Bastrop County, Texas, and a part of that certain 756.08 acre tract described in a deed to RED Partners, Ltd and RED Partners Management, LLC, dated February 24, 2021, recorded in Document No. 202103316, Bastrop County Official Public Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found at the intersection of the northwest line of Walter Hoffman Road with the west line of a 291.156 acre tract, called Tract 4, in a deed to Roger Donald Wallace, recorded in Volume 2118, Page 1, Bastrop County Official Public Records and upper east line of the 756.08 acre tract for the most east of southeast corner of this tract.

THENCE with the north or northwest line of Walter Hoffman Road, S 59 deg. 04 min. 34 sec. W, 312.40 feet to a 5/8 inch iron rod set on the northeast line of that certain 325.50 acre tract described in a deed to Jason Alley, recorded in Document No. 202107999 Bastrop County Official Public Records and Jacob Walters Survey, the southwest line of the Lubel Leverence Survey, for an angle.

THENCE with said line, N 46 deg. 06 min. 40 sec. W, 1174.95 feet to a 1/2 inch iron rod found, at a fence corner post, the north corner of the Alley 325.50 acre tract and east corner of that certain 243.97 acre tract described in a deed to Jill Turner Green, recorded in Volume 2060, Page 205, for an angle.

THENCE continuing with said survey line, N 47 deg. 39 min. 55 sec. W, 767.69 feet to a 5/8 inch iron rod set, at a fence corner post, the north corner of the Green 243.97 acre tract for an interior corner of this tract and the 756.08 acre tract.

THENCE with the common line of the 756.08 acre tract and Green 243.97 acre tract, S 42 deg. 52 min. 25 sec. W, 2521.97 feet to a 5/8 inch iron rod set at a fence corner post, an angle corner of the Green 243.97 acre tract, an exterior corner of the 756.08 acre tract for the most western corner of this tract.

THENCE continuing with the common line of the 756.08 acre tract and Green 243.97 acre tract, N 46 deg. 16 min. 27 sec. W, 682.69 feet to a fence corner post found, the most western north corner of the Green 243.97 acre tract, the most southern east corner of the J. Riley Alexander 414.00 acre tract, for an angle.

THENCE with the common line of the 756.08 acre tract and Alexander 414.00 acre tract, N 47 deg. 23 min. 09 sec. W, 2094.41 feet to a 5/8 inch iron rod set, an interior corner of the Alexander 414.00 acre tract, for the west corner of the 756.08 acre tract and this tract.

THENCE continuing with the common line of the 756.08 acre tract and the Alexander 414.00 acre tract, N 42 deg. 52 min. 25 sec. E, 2541.70 feet to a 5/8 inch iron rod set on the before mentioned survey line, for an interior corner of said tract.

THENCE with said survey line, N 46 deg. 42 min. 20 sec. W at 325.00 feet pass a 5/8 inch iron rod set for reference, in all 876.18 feet to a point in the centerline of Cedar Creek, the common corner of the 756.08 acre tract and Alexander 414.00 acre tract, for the most northern west corner of this tract.

THENCE with the centerline of Cedar Creek, leaving said survey line, N 47 deg. 56 min. 50 sec. E, 524.95 feet to a point for an angle; N 64 deg. 07 min. 52 sec. E, 289.65 feet to a point for an angle; S 51 deg. 06 min. 18 sec. E 556.89 feet to a point for an angle; N 58 deg. 28 min. 15 sec. E, 791.36 feet to a point for an angle; N 72 deg. 26 min. 29 sec. E, 313.58 feet to a point for an angle; N 67 deg. 06 min. 31 sec. E, 976.72 feet to a point for an angle; N 67 deg. 29 min. 19 sec. E, 450.73 feet to a point for an angle; N 86 deg. 49 min. 01 sec. E, 344.18 feet to a point for an angle, N 55 deg. 44 min. 30 sec. E, 335.98 feet to a point for an angle and N 62 deg. 07 min. 37 sec. E, 158.16 feet to a point for the north or northeast corner of the 756.08 acre tract and this tract, the northwest corner of the Wallace 291.1566 acre tract.

THENCE with the common line of the 756.08 acre tract and Wallace 291.1566 acre tract, S 02 deg. 17 min. 53 sec. E, at 78.63 feet pass a 2 inch steel post, for reference, in all 5151.81 feet to the POINT OF BEGINNING, containing 424.402 acres of land.

EXHIBIT "A-2"

Legal Description

Tract 1: Being 325.20 ACRES OF LAND OUT OF THE JACOB WALTER SURVEY, ABSTRACT NO. 338, BASTROP COUNTY, TEXAS AND BEING A PART OR PORTION OF THE LAND DESCRIBED IN A CONVEYANCE TO THU ROBERT E. DUFF DESCENDANTS TRUST IN THE DEED OF RECORD IN DOCUMENT 201914108 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 2" pipe corner post on the southerly right-of-way of Earl Callahan Road for the northwesterly corner of the White Management Trust as described in Volume 1961, Page 776 of the Official Public Records of Bastrop County, Texas and the northeasterly corner of the Robert E. Duff Descendants Trust and of this tract;

THENCE South 27 deg 36' 11" West, with the common line of said White Management Trust land, a distance of 5033.63 feet to a set '1/2" rebar with a "Pollok & Sons" cap for an interior corner of said White Management Trust land and the southeasterly corner of the Robert E. Duff Descendants Trust land and of this tract;

THENCE North 47 deg 31' 55" West, continuing with the common line of said White Management Trust land and of the Jerry D. Ingram, d al land as described in Volume 154, Page 573 of the Deed of Trust Records of Bastrop County, Texas, in all a distance of 2878.81 feet to a 2" pipe corner post for a corner of the Jill Tuener Green land as described in Volume 2060, Page 205 of the Official Public Records of Bastrop County, Texas and the southwesterly corner of the Robert E. Duff Descendants Trust land and of this tract; - THENCE North 27 deg 08' 09" East, with the common line of said Green land and partially across the Walter Hoffman Road right-of-way, in all a distance of 5097.17 feet to a corner post for the northeasterly corner of said Green land, an interior corner of the Robert E. Duff Descendants Trust land, and the northwesterly corner of this tract;

THENCE South 46 deg 06' 08" East, into and across the Robert E. Duff Descendants Trust land and crossing the right-of-way of the aforementioned Walter Hoffman Road, in all a distance of 1571.43 feet to a set '1/2" rebar with a "Pollok & Sons" cap on the aforementioned southerly right-of-way of Earl Callahan Road for an angle point;

THENCE South 47 deg 03' 15" East, with said Earl Callahan Road right-of-way, a distance of 1364.36 feet to the POINT OF BEGINNING and containing 325.20 acres of land as shown on a plat that accompanies this description.

Tract 2: BEING a 1.018 acre tract or parcel of land out of the Lubel Leverence Survey, A-225 in Bastrop County, Texas, and a part of that certain 756.08 acre tract described in a deed to RED Partners, Ltd and RED Partners Management, LLC, dated February 24, 2021, recorded in Document No. 202103316, Bastrop County Official Public Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows: COMMENCING FOR REFERENCE at a 2 Inch steel fence corner post on the southwest line of the Lubel Leverence Survey, the northeast line of the Jacob Walters Survey, A-388, the east corner of that certain 325.20 acre tract described in a deed to Jason Alley, recorded in Document No. 202107999, Bastrop County Official Public Records, the southernmost corner of that 756.08 acre tract in the southwest line of Earl Callahan Road. THENCE with-said line, N 47 deg. 03 min. 15 sec. W, 1364.36 feet to a point for an angle and N 46 deg. 06 min. 08 sec. W, 18.51 feet to a 5/8 inch iron set for the south corner and POINT OF BEGINNING of this tract THENCE leaving the southwest line of Earl Callahan Road with said survey line, N 46 deg. 06 min. 08 sec. W, 338.71 feet to a 5/8 Inch iron rod set in the southeast line of Walter Hoffman Road for the west corner of this-tract THENCE with the southeast line of Walter Hoffman Road, N 59 deg. 31 min. 22 sec. E, 85.54 feet to-a fence post for an angle and N 62-deg. 54 min. 28 sec. E, 186.75 feet to a 5/8 Inch Iron rod set in Earl Callahan Road,-from which a concrete monument bears N 00 deg. 36 min. 39 sec. E, 60.53 feet THENCE with the southeast line of the 576.08 acre tract in Earl Callahan Road, 5 00 deg. 38 min. 40 sec. E, 363.31 feet to the POINT OF 'BEGINNING, containing 1.018 acres of land.

EXHIBIT "B"
MAP

Exhibit B

Attachment 4

Exhibit B Location Map

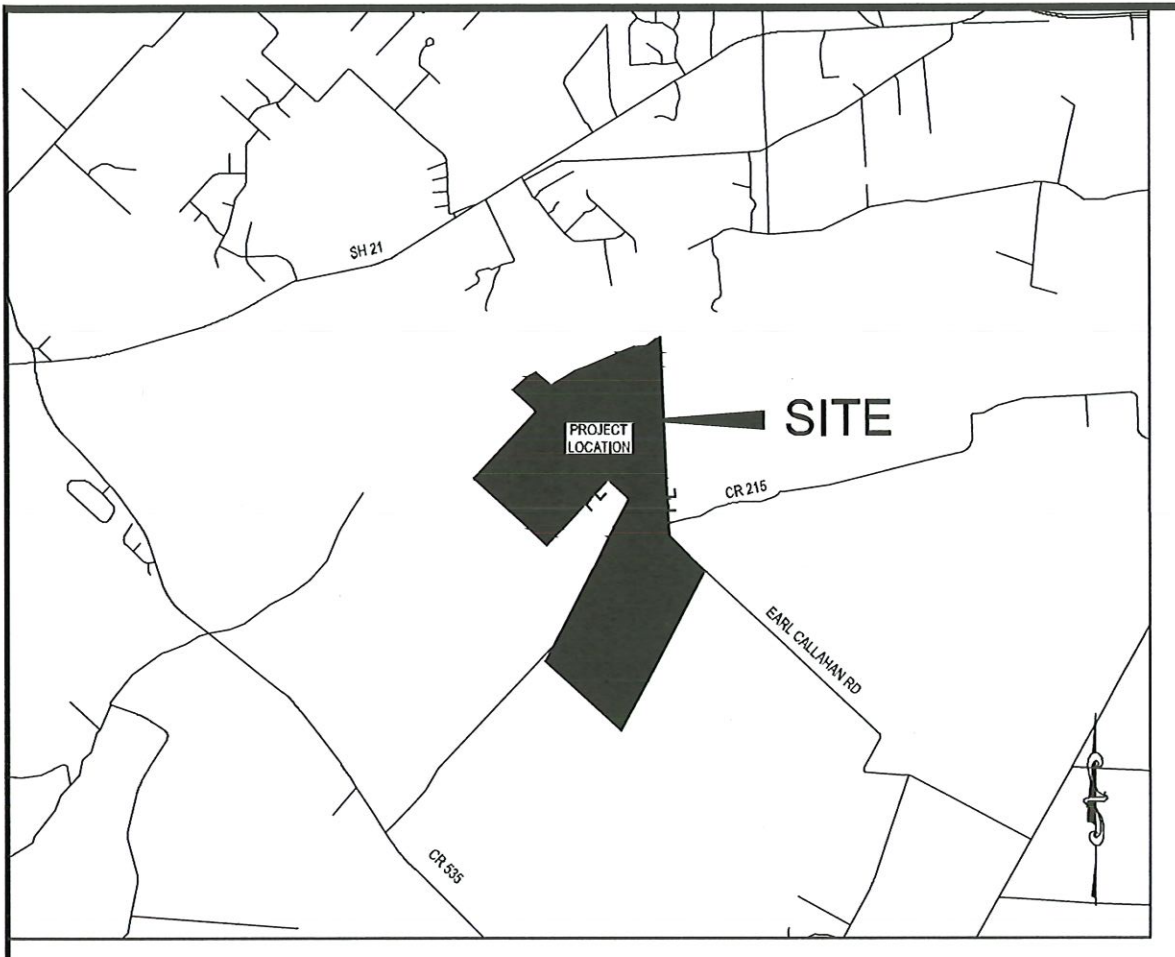


EXHIBIT "C"
CERTIFICATE OF OWNERSHIP

Exhibit C

Attachment 4

BASTROP CENTRAL APPRAISAL DISTRICT

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Bastrop County, Texas, and find that, as of April 24, 2024, the property described and attached hereto, is assessed on the appraisal rolls of Bastrop County, Texas, for the tax year 2024 in the name(s) of:

Alley, Jason

| <u>OWNER/ACCOUNT</u> | <u>ACREAGE</u> | <u>VALUE</u> |
|----------------------|----------------|--------------|
| 8723801 | 1.018 Acres | \$ 13,220 |
| 23076 | 325.000 Acres | \$ 4,189,953 |
| 42081 | 424.402 Acres | \$ 4,747,171 |

CERTIFIED this 24th day of April, 2024.

By: Faun Cullens

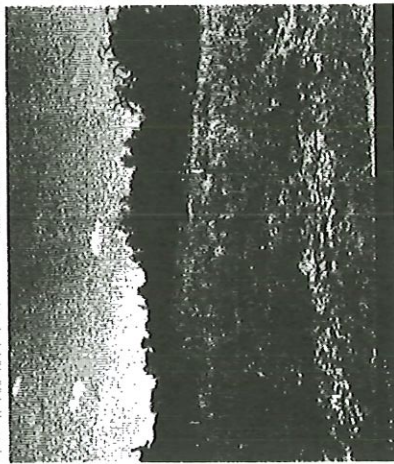
Name: Faun Cullens

Title: Chief Appraiser

| |
|--|
| BASTROP CENTRAL APPRAISAL DISTRICT |
| PROPERTY 42081 R |
| Legal Description ABS A225 Leverage, L. & A338 Walters, Jacob, ACRES 424.402 |
| Ref ID1: 364826 R42081 |
| Map ID 00 |
| Ref ID2: R42081 |
| SITUS |
| Owener Information: |
| OWNER ID ALLEY, JASON |
| 739031 141 AXIS TRL |
| OWNERSHIP BASTROP, TX 78602-3225 |
| 100.00% |
| Property Appraisal Information 2024 |
| Entity Values |
| CAD IMPROVEMENTS 0 |
| ESD1 LAND MARKET + 4,747,171 |
| G01 MARKET VALUE = 4,747,171 |
| RD1 PRODUCTIVITY LOSS - 4,717,108 |
| S04 APPRAISED VALUE = 30,063 |
| CAP LOSS 0 |
| ASSESSED VALUE = 30,063 |
| ACRES: 424.4020 |
| EFF. ACRES: |
| APPR VAL METHOD: Cost |

EXEMPTIONS

PICTURE



IMPROVEMENT FEATURES

Attachment 4

[illegible]

| SALE DT | PRICE | GRANTOR | DEED INFO |
|-----------|-------|------------------|-----------------|
| 7/26/2022 | | RED PARTNERS LTD | WDVL / / |
| 7/24/2021 | | ROBERT E DUFF | DE WD / / 20210 |
| 7/24/2019 | | RED PARTNERS LTD | WD / / 20191 |

| | | | | | |
|--------------------------------|-------------|-------|-----------------|------------------------|--|
| UBD: A225 | | | | | |
| IMPROVEMENT INFORMATION | | | | | |
| | | NBHD: | NBHD0216 | 100.00% | |
| TYPE | DESCRIPTION | MTHD | CLASS/SUBCLAREA | UNIT PRICE/UNITS BUILT | EFF YR COND VALUE DEPR PHYS ECON FUNC COMP ADJ ADJ VALUE |

| SUBD: A225 | | 100.00% | | NBHD:NBHD0216 | | 100.00% | | LAND INFORMATION | | IRR Wells: 0 | | Capacity: 0 | | Oil Wells: 0 | | |
|--|------------------|---------|-------|---------------|----|---------|-------------|------------------|--------------|--------------|-----------|-------------|----------|--------------|-------------|----------|
| L# | DESCRIPTION | CLS | TABLE | SC | HS | METH | DIMENSIONS | UNIT PRICE | GROSS VALUE | ADJ MASS | ADJ VAL | AG APPLY | AG CLASS | AG TABLE | AG UNIT PRC | AG VALUE |
| 1. | IMPROVED PASTURE | A-T-3 | | D1 | N | A | 50.0000 AC | 12,428.39 | 621,420.39 | 1.00 | A | YES | 1D1 | | 137.00 | 6,850 |
| Comment: AG FILED 4/15/91. | | | | | | | | | | | | | | | | |
| 2. | NATIVE PASTURE | A-T-3 | | D1 | N | A | 374.4020 AC | 12,428.39 | 4,653,214.00 | 1.00 | A | YES | 1D1 | | 62.00 | 23,213 |
| Comment: AG FILED 4/15/91. AG OKAY 1991. | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | 4,747.171 | | 3 | | It | |

Item 9G.

BASTROP CENTRAL APPRAISAL DISTRICT

PROPERTY 8723801

Legal Description

ABS A225 Leverage, L., 1.018 ACRES

OWNER ID

739031

OWNERSHIP

100.00%

Ref ID1: 364826

R42081

Ref ID2: R42081

Map ID 00

PROPERTY APPRAISAL INFORMATION 2024

ALLEY, JASON

141 AXIS TRL

BASTROP, TX 78602-3225

ACRES: 1.0180

EFF. ACRES: 325.0180

APPR VAL METHOD: Cost

Entities

CAD 100%

ESD1 100%

G01 100%

RD1 100%

S04 100%

Values

IMPROVEMENTS 0

LAND MARKET + 13,220

MARKET VALUE = 13,220

PRODUCTIVITY LOSS - 13,157

APPRAISED VALUE = 63

CAP LOSS - 0

ASSESSED VALUE = 63

GENERAL

UTILITIES

TOPOGRAPHY

ROAD ACCESS

ZONING

BUILDER

NEXT REASON

REMARKS

LAST APPR.

2022

LAST INSP. DATE

09/22/2022

NEXT INSP. DATE

BUILDING PERMITS

PERMIT TYPE

PERMIT AREA

ST

PERMIT VAL

ISSUE DT

PRICE

GRANTOR

DEED INFO

09/09/2021

RED PARTNERS LTDWD / / 20211

SUBJ: A225

100.00%

NBHD:NBHD0216

100.00%

TYPE DESCRIPTION

MTHD CLASS/SUBCL

AREA

UNIT PRICE/UNITS

BUILT

EFF YR

COND. VALUE

DEPR

PHYS

ECON

FUNC

COMP

ADJ

ADJ VALUE

LAND INFORMATION

IRR Wells: 0

Capacity: 0

IRR Acres: 0

Oil Wells: 0

DIMENSIONS

UNIT PRICE

GROSS VALUE

ADJ MASSADJ

VAL SRC

1.0180 AC

12,985.90

13,220

1.00

1.00

A

CLAS

TABLE

SC

HS

METH

A-T-3

D1

N

A

SUBJ: A225

100.00%

NBHD:NBHD0216

100.00%

L# DESCRIPTION

1. NATIVE PASTURE

Oil Wells: 0

AG CLASS

AG TABLE

AG UNIT

PRC

AG VALUE

1D1

AG-NPG

62.00

63

255

of 1

Effective Date of Appraisal: January 1

Date Printed: 04/24/2024 02:30:36PM

by LESLIE M

Attachment 4

Item 9G.



A horizontal number line representing distance in miles. The line has tick marks at intervals of 0.05 miles. The labels above the tick marks are: 0.45, 0.23, 0, and 0.45 Miles. The tick marks are positioned at -0.45, -0.35, -0.25, -0.15, -0.05, 0, 0.05, 0.15, 0.25, 0.35, and 0.45.

8722020 8721908 87206 108724 62373 22475 44886 24468 62881 62882 62883 62884 73556 82519 73320 8721179 8722019 8721382 58474 8721907 42081 26839 27226 24061 62871 23076 36176 77796 78357 30190 79911 8718644 8719961 8718642 53246 8719366 8719365 8718590 8732106 8718691 97784 8718647 8718648 108724 62373 22475 44886 24468 62881 62882 62883 62884 73556 82519 73320 8721179 8722019 8721382 58474 8721907 42081 26839 27226 24061 62871 23076 36176 77796 78357 30190 79911 8718644 8719961 8718642 53246 8719366 8719365 8718590 8732106 8718691 97784 8718647 8718648

CITY OF BASTROP VOLUNTARY

Walter Hoffman Rd

Earl C

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.

Austin Community College, Baylor University, City of Austin, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, U

Attachment 4

257

8712467

Attachment 4

257



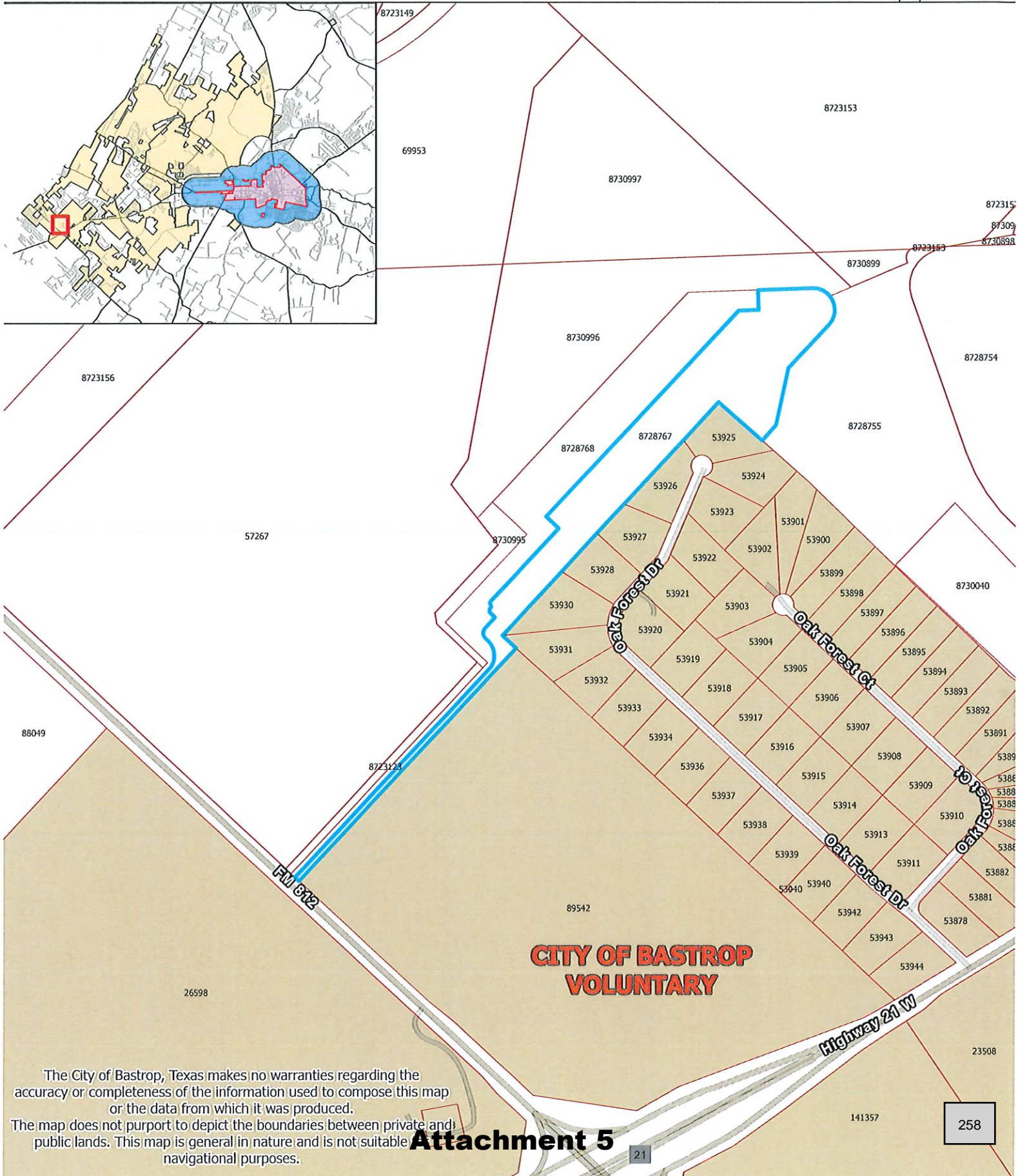
RELEASE OF PROPERTY FROM CITY OF BASTROP

Item 9G.

SPE 3 MH LP

0 0.1 0.2 Miles

Current Time: 6/24/2024 4:50 PM



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.

Attachment 5

21

258

ALLEN BOONE HUMPHRIES ROBINSON LLP

ATTORNEYS AT LAW

PHOENIX TOWER
3200 SOUTHWEST FREEWAY
SUITE 2600
HOUSTON, TEXAS 77027
TEL (713) 860-6400
FAX (713) 860-6401
abhr.com

Direct Line: (713) 860-6424
Direct Fax: (713) 860-6624

lsotirake@abhr.com

Linda F. Sotirake
Legal Assistant

June 13, 2024

VIA OVERNIGHT DELIVERY AND EMAIL (citysec@cityofbastrop.org)

Ms. Ann Franklin
City of Bastrop
City Hall 1211 Chestnut Street
Bastrop, TX 78602

Re: Petitions for Release of an Area from a Municipality's Extraterritorial Jurisdiction

Dear Ms. Franklin:

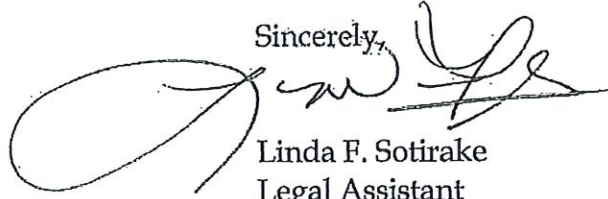
Please find enclosed, for consideration by the Mayor and City Council of the City of Bastrop, Texas (the "City") the following:

1. one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 14.911 acres of land located in the City's extraterritorial jurisdiction (the "Land");
2. one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 19.231 acres of Land;
3. one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 54.535 acres of Land;
4. one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 135.047 acres of Land;
5. one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 267.792 acres of Land; and
6. one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 575.264 acres of Land.

In accordance with Section 42.105(c) of the Local Government Code, we respectfully request that the City take official action to release the Land from the City's extraterritorial jurisdiction. Should you have any questions, or need additional

information, regarding this matter or the enclosed document, please feel free to call me at (713) 860-6424. Thank you for your attention to this matter.

Sincerely,



Linda F. Sotirake
Legal Assistant

Enclosures

PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

SPE 3 MH, LP, a Texas limited partnership (the "Petitioner"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 19.231 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Bastrop, Texas (the "City"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

I.

The Petitioner holds fee simple title to the Land, and hereby represents that it owns a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Bastrop Central Appraisal District, attached hereto as **Exhibit C**.

II.

The Petitioner represents that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioner represents that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million

1195609

that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives this petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on June 11th, 2024.

SPE 3 MH, LP
a Texas limited partnership

By: CTX Capital Partners, LLC
a Delaware limited liability company
its General Partner

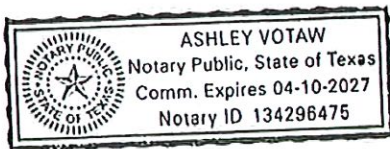
By: [Signature]
Name: T. Craig Benson
Title: Managing Partner
DOB: 1/31/62
Residence Address: 1415 Wathen
Ave Austin, TX
Date of Signing: 6/11/24

THE STATE OF TEXAS

§
§
§

COUNTY OF Travis

This instrument was acknowledged before me on June 11th, 2024, by T. Craig Benson, Managing Partner of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **SPE 3 MH, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



(NOTARY SEAL)

[Signature]
Notary Public, State of Texas

Attachments:

Exhibit A: Description of the Land
Exhibit B: Map of the Land
Exhibit C: Certificate of Ownership

EXHIBIT A

CEDAR CREEK – RV SOUTH
19.231 ACRESMETES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 19.231 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, AND THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 24, BOTH OF BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 810.512 ACRE TRACT OF LAND AS CONVEYED TO CTX SPE 3, LP BY GENERAL WARRANTY DEEDS RECORDED IN DOC. NO. 202114026 AND CORRECTED IN DOC. NO. 202115827, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOTS 2 AND 5 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 59, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 19.231 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at 1/2-inch iron rod with cap stamped "Chaparral Boundary" found on the northeast right-of-way line of F.M. 812 (100 feet wide) as dedicated by Volume 140, Pages 480 and 486 of the Deed Records of Bastrop County, Texas, at the most westerly corner of a called 100.00 acre tract of land as conveyed to Bastrop Independent School District by General Warranty Deed recorded in Document Number 200109431 of the Official Public Records of Bastrop County, Texas, at the southwest corner of the above described CTX SPE 3 Tract, for the most southerly corner and **POINT OF BEGINNING** of the herein described tract, from which a TXDOT Type II brass monument in concrete found on the northeast right-of-way line of said F.M. 812, bears S 47°11'56" E a distance of 990.23 feet;

THENCE, with the northeast right-of-way line of said F.M. 812 and a southwest line of said CTX SPE 3 Tract, N 47°11'04" W a distance of 30.00 feet to a calculated point for the most westerly corner of the herein described tract, from which a found 1/2-inch iron rod bears N 47°11'04" W a distance of 69.52 feet;

THENCE, over and across said CTX SPE 3 Tract, 30.00 feet northwest of and parallel with a southeast line of said CTX SPE 3 Tract and the northwest line of said Bastrop Independent School District Tract, N 43°06'35" E a distance of 1,593.37 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing over and across said CTX SPE 3 Tract, along said curve to the left, an arc distance of 177.50 feet, having a radius of 113.00 feet, a central angle of 90°00'00" and a chord which bears N 01°53'25" W a distance of 159.81 feet to a calculated point of tangency;

THENCE, continuing over and across said CTX SPE 3 Tract, N 46°53'25" W a distance of 12.31 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said CTX SPE 3 Tract, along said curve to the right, an arc distance of 67.54 feet, having a radius of 43.00 feet, a central angle of 90°00'00" and a chord which bears N 01°53'25" W a distance of 60.81 feet to a calculated point of tangency;

Page 1 of 6

G:\TXC\PROJECTS\CTX_MANAGEMENT_HOLDINGS_LLC\8695-00-CEDAR_CREEK\SV04_FINALS\MBRV PARK LOTS\8695-00 CEDAR CREEK RV SOUTH-FN.DOCX

THENCE, continuing over and across said CTX SPE 3 Tract, N 43°06'35" E a distance of 68.69 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, N 46°53'25" W a distance of 43.00 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said CTX SPE 3 Tract, along said curve to the right, an arc distance of 35.14 feet, having a radius of 30.00 feet, a central angle of 67°06'30" and a chord which bears N 13°20'10" W a distance of 33.16 feet to a calculated point of tangency;

THENCE, continuing over and across said CTX SPE 3 Tract, N 20°13'05" E a distance of 23.91 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said CTX SPE 3 Tract, along said curve to the right, an arc distance of 11.99 feet, having a radius of 30.00 feet, a central angle of 22°53'30" and a chord which bears N 31°39'50" E a distance of 11.91 feet to a calculated point of tangency;

THENCE, continuing over and across said CTX SPE 3 Tract, N 43°06'35" E a distance of 553.03 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, N 46°53'25" W a distance of 95.30 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, N 43°06'35" E a distance of 1,569.78 feet to a calculated angle point;

THENCE, continuing over and across said CTX SPE 3 Tract, N 88°06'35" E a distance of 111.24 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, N 01°53'25" W a distance of 110.48 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the northwest corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, N 88°01'10" E a distance of 303.75 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of curvature of a curve to the right;

THENCE, continuing over and across said CTX SPE 3 Tract, along said curve to the right, an arc distance of 283.15 feet, having a radius of 120.00 feet, a central angle of 135°11'47" and a chord which bears S 24°22'57" E a distance of 221.89 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for a point of tangency;

THENCE, continuing over and across said CTX SPE 3 Tract, S 43°12'57" W a distance of 330.99 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 Tract, S 12°18'09" W a distance of 324.85 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said CTX SPE 3 Tract, S 41°25'48" W a distance of 115.35 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the northeast line of OAK FOREST SEC. TWO, a subdivision recorded in Cabinet 2, Sheet 221A of the Plat Records of Bastrop County, Texas and a southwest line of said CTX SPE 3 Tract, for a southerly exterior corner of the herein described tract;

THENCE, with a southwest line of said CTX SPE 3 Tract and the northeast line of said OAK FOREST SEC. TWO, N 48°34'12" W a distance of 324.34 feet to a 1/2-inch iron rod found at the most northerly corner of said OAK FOREST SEC. TWO, and at an interior corner of said CTX SPE 3 Tract, for an interior corner of the herein described tract;


THENCE, generally along a fence, with the northwest line of said OAK FOREST SEC. TWO and a southeast line of said CTX SPE 3 Tract, the following five (5) courses:

- 1) S 42°36'03" W a distance of 289.06 feet to a 1/2-inch iron rod found at the common north corner of said Lots 44 and 45 of said OAK FOREST SEC. TWO, for an angle point;
- 2) S 43°03'31" W a distance of 487.25 feet to a 1/2-inch iron rod with cap stamped "Property Corner" found at the common north corner of said Lots 45 and 46 of said OAK FOREST SEC. TWO, for an angle point;
- 3) S 42°55'56" W a distance of 220.43 feet to a 1/2-inch iron rod found at the common north corner of said Lots 46 and 47 of said OAK FOREST SEC. TWO, for an angle point;
- 4) S 42°34'45" W a distance of 289.94 feet to a 3/8-inch iron rod found at the common north corner of said Lots 47 and 48 of said OAK FOREST SEC. TWO, for an angle point; and
- 5) S 42°58'47" W a distance of 485.52 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most westerly corner of said OAK FOREST SEC. TWO, and at an interior corner of said CTX SPE 3 Tract, for an interior corner of the herein described tract, from which a fence post bears S 24°45'41" E a distance of 4.78 feet;

THENCE, with the southwest line of said OAK FOREST SEC. TWO and a northeast line of said CTX SPE 3 Tract, S 47°23'46" E a distance of 103.54 feet to a 1/2-inch iron rod with cap stamped "RDS RPLS 4094" found at an exterior corner of said CTX SPE 3 Tract, and at the most northerly corner of said Bastrop Independent School District Tract, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod found at the common south corner of Lots 50 and 51 of said OAK FOREST SEC. TWO, bears S 47°23'46" E a distance of 575.26 feet;

THENCE, with a southeast line of said CTX SPE 3 Tract and the northwest line of said Bastrop Independent School District Tract, S 43°06'35" W a distance of 1,773.64 feet to the **POINT OF BEGINNING** and containing 19.231 acres (837,720 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on May 26, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description.

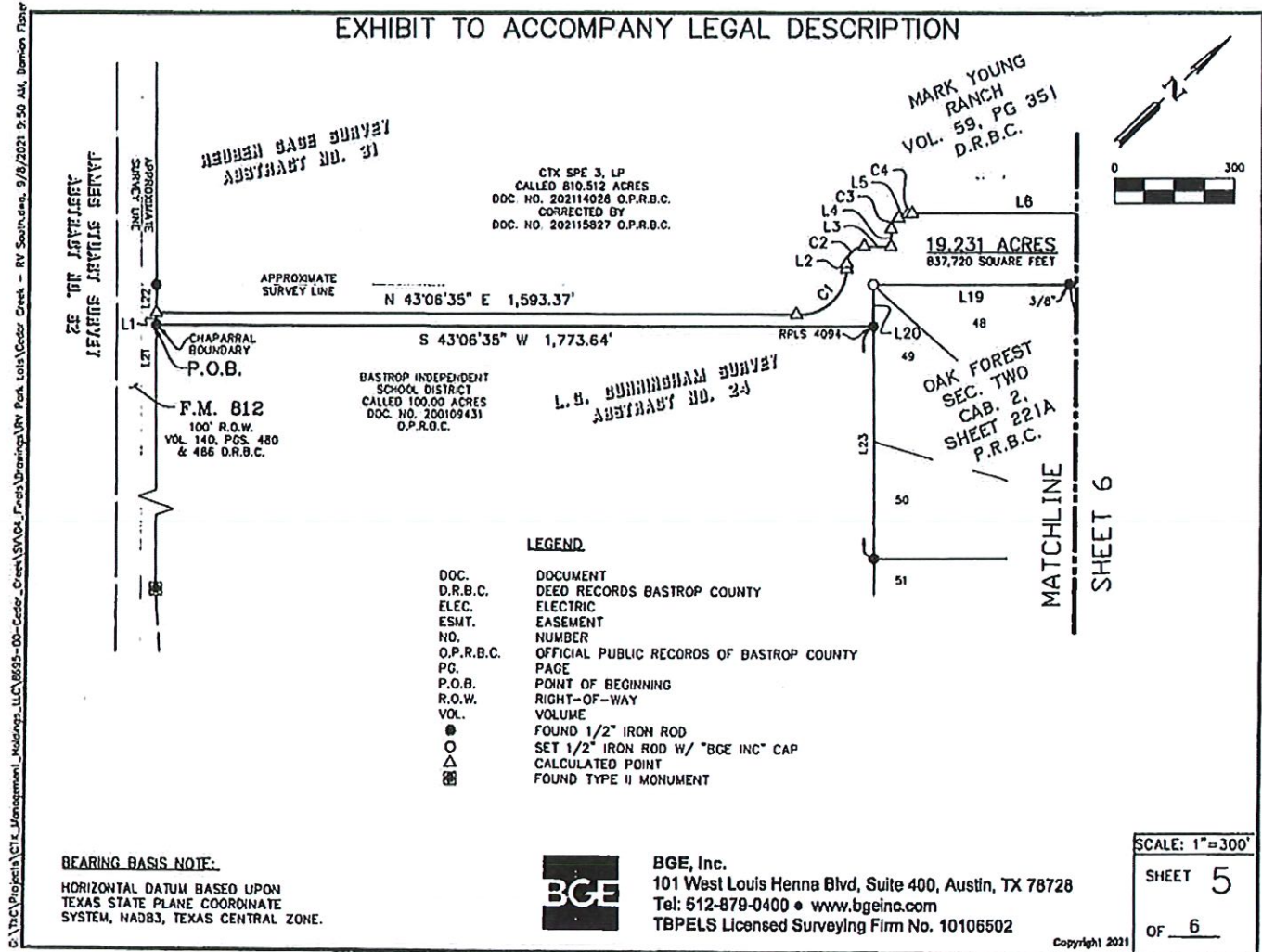

 Jonathan O. Nobles RPLS No. 5777
 BGE, Inc.
 101 West Louis Henna Blvd, Suite 400
 Austin, Texas 78728
 Telephone: (512) 879-0400
 TBPLS Licensed Surveying Firm No. 10106502



9/08/2021

Date

Client: CTX Management Holdings
 Date: July 28, 2021
 Revised: September 8, 2021
 Job No: 8695-00



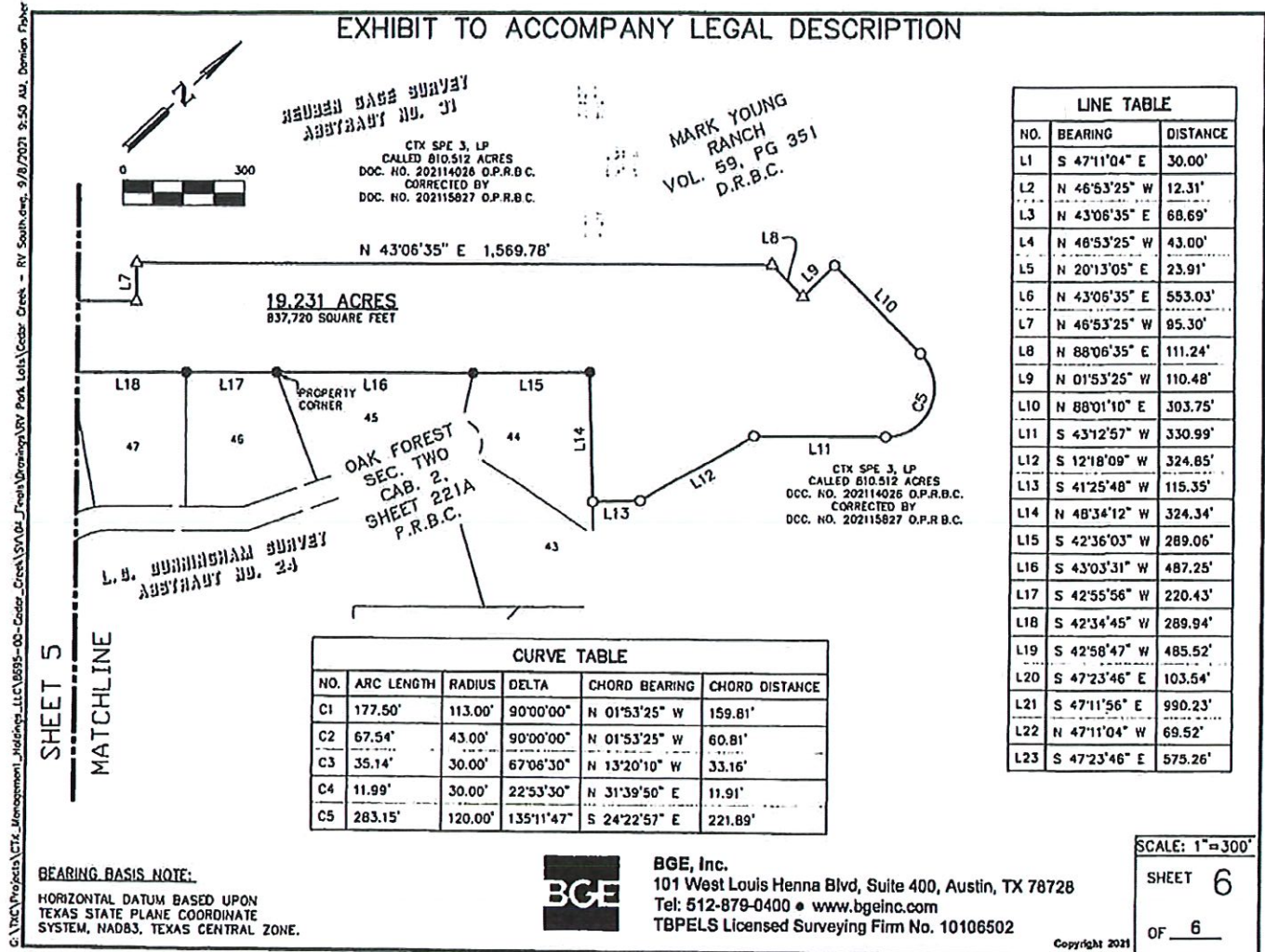
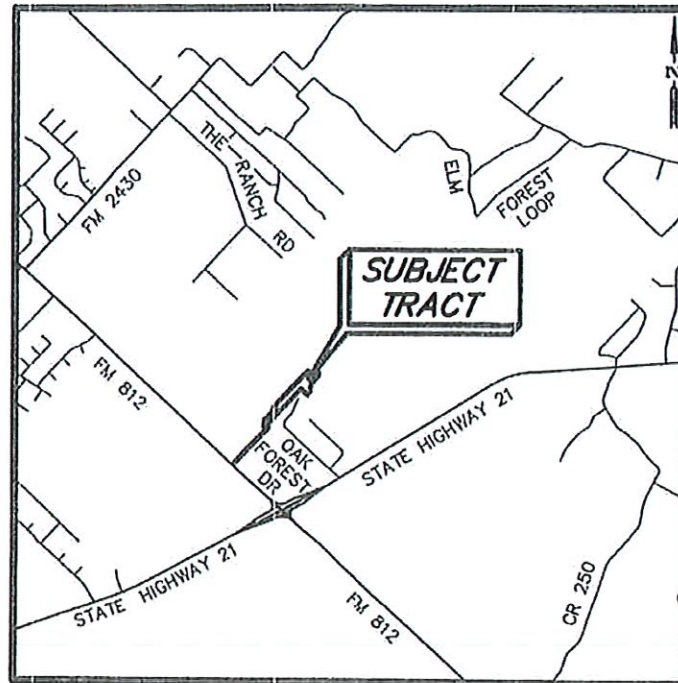


EXHIBIT B



NOT TO SCALE

LOCATION MAP
BASTROP ETJ RELEASE
19.231 ACRES

**BGE, Inc.**

101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728

Tel: 512-879-0400 • www.bgeinc.com

TBPELS Registration No. F-1046

TBPELS Licensed Surveying Firm No. 10106502

EXHIBIT C

BASTROP CENTRAL APPRAISAL DISTRICT

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
 COUNTY OF BASTROP §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Bastrop County, Texas, and find that, as of June 3, 2024, the property described and attached hereto, is assessed on the appraisal rolls of Bastrop County, Texas, for the tax year 2024 in the name(s) of:

SPE 3 MH LP

| OWNER/ACCOUNT | ACREAGE | VALUE |
|---------------|---------|------------|
| 8728767 | 19.283 | \$ 494,079 |
| | | |
| | | |

CERTIFIED this 3rd day of June, 2024.

By: Faun Cullens

Name: Faun Cullens

Title: Chief Appraiser

EXHIBIT A

CEDAR CREEK – RV SOUTH
19.231 ACRESMETES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 19.231 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, AND THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 24, BOTH OF BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 810.512 ACRE TRACT OF LAND AS CONVEYED TO CTX SPE 3, LP BY GENERAL WARRANTY DEEDS RECORDED IN DOC. NO. 202114026 AND CORRECTED IN DOC. NO. 202115827, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOTS 2 AND 5 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 59, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 19.231 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

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Page 1 of 6

G:\TXC\PROJECTS\CTX_MANAGEMENT_HOLDINGS_LLC\8695-00-CEDAR_CREEK\SV04_FINALS\MB\RV PARK LOTS\8695-00 CEDAR CREEK RV SOUTH-FN.DOCX

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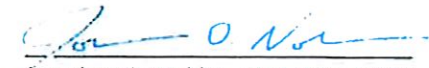
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THENCE, with a southeast line of said CTX SPE 3 Tract and the northwest line of said Bastrop Independent School District Tract, S 43°06'35" W a distance of 1,773.64 feet to the **POINT OF BEGINNING** and containing 19.231 acres (837,720 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on May 26, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description.


Jonathan O. Nobles RPLS No. 5777

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101 West Louis Henna Blvd, Suite 400

Austin, Texas 78728

Telephone: (512) 879-0400

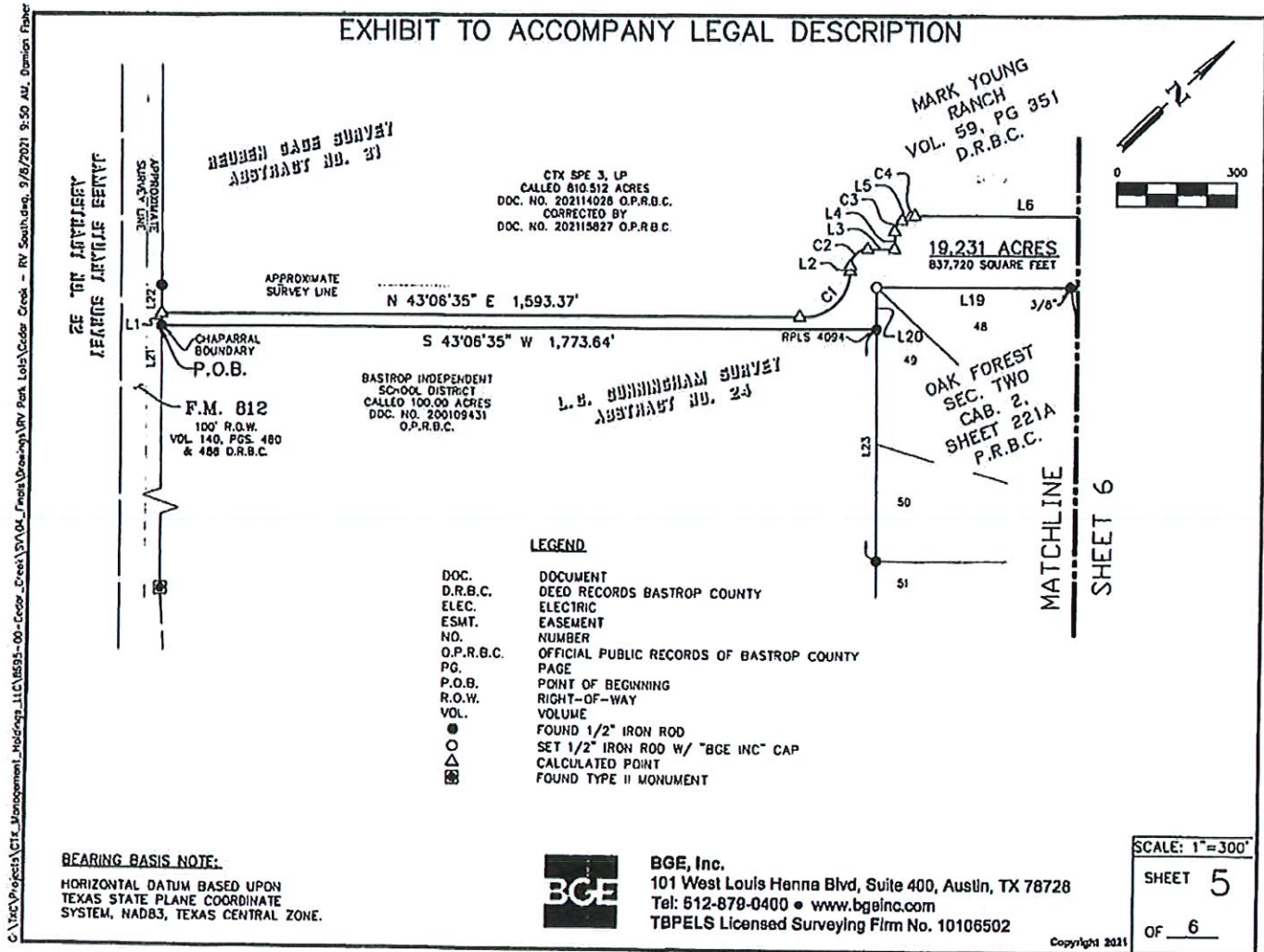
TBPLS Licensed Surveying Firm No. 10106502



9/08/2021

Date

Client: CTX Management Holdings
Date: July 28, 2021
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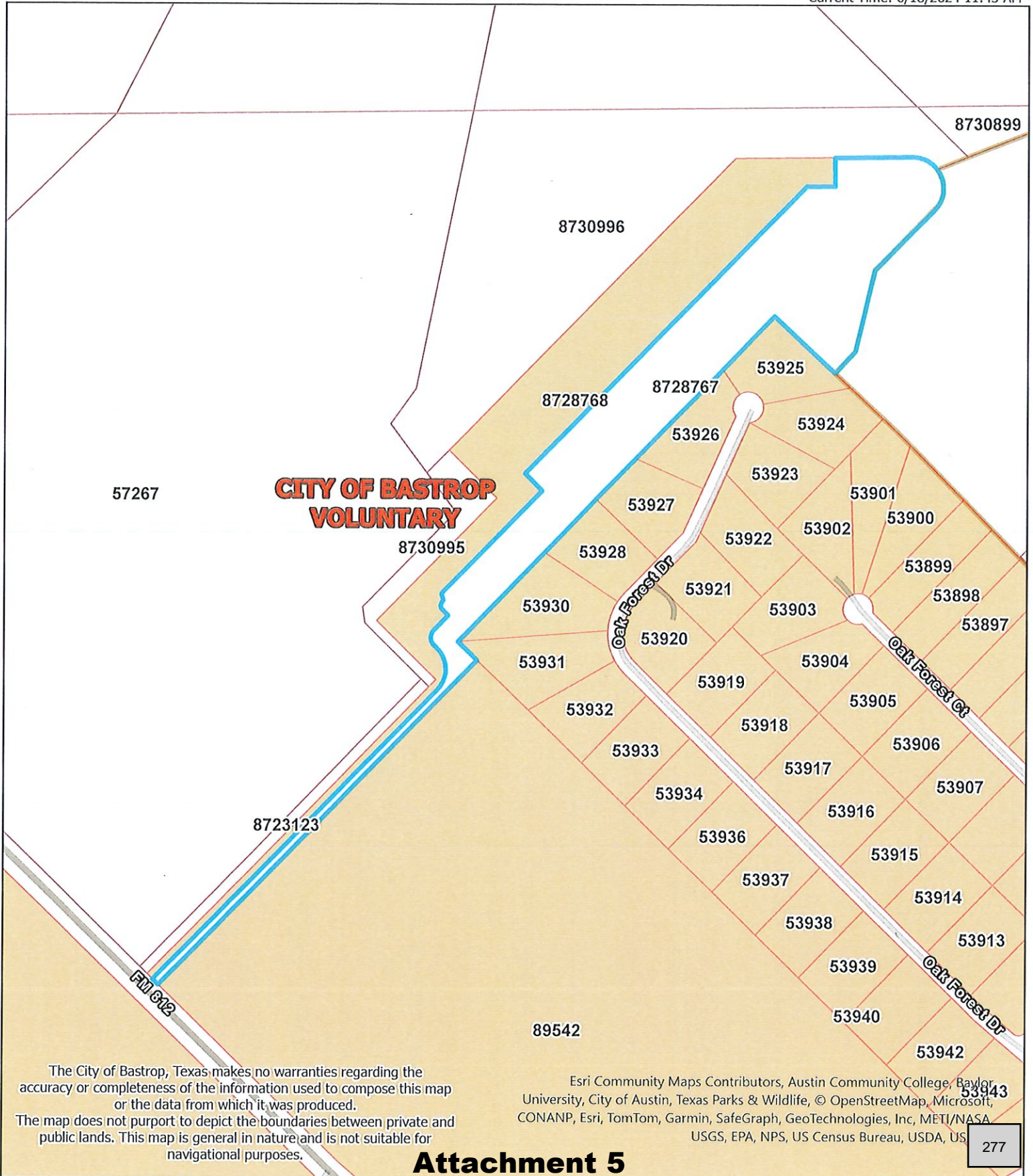




RELEASE OF PROPERTY FROM CITY OF BASTROP ETJ

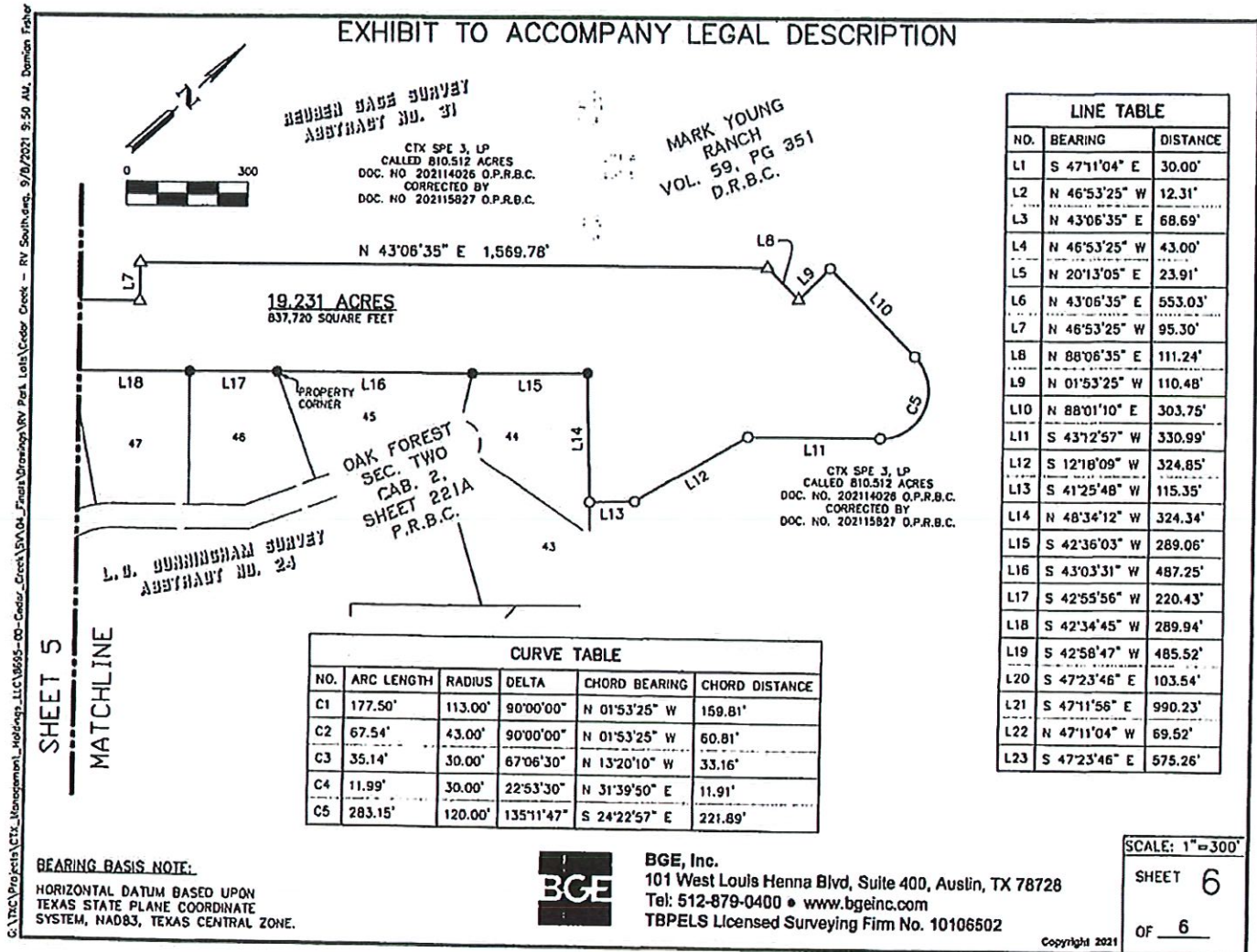
0.15 0.07 0 0.15 Miles

Current Time: 6/18/2024 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.

Esri Community Maps Contributors, Austin Community College, Baylor University, City of Austin, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, US



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ATTORNEYS AT LAW

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abhr.com

Direct Line: (713) 860-6424
Direct Fax: (713) 860-6624

lsotirake@abhr.com

Linda F. Sotirake
Legal Assistant

June 13, 2024

VIA OVERNIGHT DELIVERY AND EMAIL (citysec@cityofbastrop.org)

Ms. Ann Franklin
City of Bastrop
City Hall 1211 Chestnut Street
Bastrop, TX 78602

Re: Petitions for Release of an Area from a Municipality's Extraterritorial Jurisdiction

Dear Ms. Franklin:

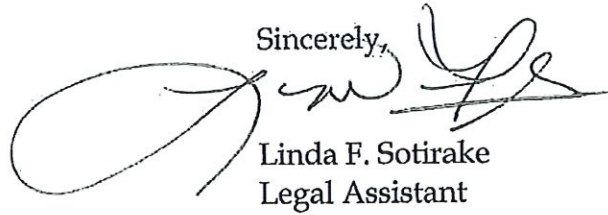
Please find enclosed, for consideration by the Mayor and City Council of the City of Bastrop, Texas (the "City") the following:

1. one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 14.911 acres of land located in the City's extraterritorial jurisdiction (the "Land");
2. one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 19.231 acres of Land;
3. one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 54.535 acres of Land;
4. one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 135.047 acres of Land;
5. one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 267.792 acres of Land; and
6. one original of a Petition for Release of an Area from a Municipality's Extraterritorial Jurisdiction relating to 575.264 acres of Land.

In accordance with Section 42.105(c) of the Local Government Code, we respectfully request that the City take official action to release the Land from the City's extraterritorial jurisdiction. Should you have any questions, or need additional

information, regarding this matter or the enclosed document, please feel free to call me at (713) 860-6424. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Linda F. Sotirake', written over the word 'Sincerely,'.

Linda F. Sotirake
Legal Assistant

Enclosures

PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

SPE 3 MH, LP, a Texas limited partnership (the "Petitioner"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 14.911 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Bastrop, Texas (the "City"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

I.

The Petitioner holds fee simple title to the Land, and hereby represents that it owns a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Bastrop Central Appraisal District, attached hereto as **Exhibit C**.

II.

The Petitioner represents that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioner represents that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million

1195603

that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives this petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on June 11th, 2024.

SPE 3 MH, LP
a Texas limited partnership

By: CTX Capital Partners, LLC
a Delaware limited liability company
its General Partner

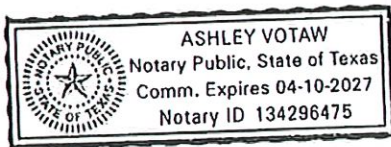
By: [Signature]
Name: T. Craig Benson
Title: Managing Partner
DOB: 1/31/62
Residence Address: 1415 Wathen Ave
Austin, TX 78703
Date of Signing: 6/11/24

THE STATE OF TEXAS

§
§
§

COUNTY OF Travis

This instrument was acknowledged before me on June 11th, 2024, by T. Craig Benson, Managing Partner of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **SPE 3 MH, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



[Signature]
Notary Public, State of Texas

(NOTARY SEAL)

Attachments:

Exhibit A: Description of the Land

Exhibit B: Map of the Land

Exhibit C: Certificate of Ownership

EXHIBIT A

CEDAR CREEK – RV NORTH
14.911 ACRESMETES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 14.911 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, AND THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 24, BOTH OF BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 810.512 ACRE TRACT OF LAND AS CONVEYED TO CTX SPE 3, LP BY GENERAL WARRANTY DEEDS RECORDED IN DOC. NO. 202114026 AND CORRECTED IN DOC. NO. 202115827, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOTS 2, 4 AND 5 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 59, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 14.911 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for **POINT OF REFERENCE** at 1/2-inch iron rod with cap stamped "Chaparral Boundary" found on the northeast right-of-way line of F.M. 812 (100 feet wide) as dedicated by Volume 140, Pages 480 and 486 of the Deed Records of Bastrop County, Texas, at the most westerly corner of a called 100.00 acre tract of land as conveyed to Bastrop Independent School District by General Warranty Deed recorded in Document Number 200109431 of the Official Public Records of Bastrop County, Texas, at the southwest corner of the above described CTX SPE 3 Tract, from which a TXDOT Type II brass monument in concrete found on the northeast right-of-way line of said F.M. 812, bears S 47°11'56" E a distance of 990.23 feet; Thence, with the northeast right-of-way line of said F.M. 812 and a southwest line of said CTX SPE 3 Tract, N 47°11'04" W a distance of 30.00 feet to a calculated point for the most southerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing with the northeast right-of-way line of said F.M. 812 and a southwest line of said CTX SPE 3 Tract, N 47°11'04" W a distance of 30.00 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most westerly corner of the herein described tract, from which a found 1/2-inch iron rod bears N 47°11'04" W a distance of 39.52 feet;

THENCE, over and across said CTX SPE 3 Tract, 60.00 feet northwest of and parallel with a southeast line of said CTX SPE 3 Tract and the northwest line of said Bastrop Independent School District Tract, N 43°06'35" E a distance of 1,606.99 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, N 46°53'25" W a distance of 327.22 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an exterior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, N 43°06'35" E a distance of 669.80 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, N 46°53'25" W a distance of 263.97 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an exterior corner of the herein described tract;

Page 1 of 5

G:\TXC\PROJECTS\CTX_MANAGEMENT_HOLDINGS_LLC\8695-00-CEDAR_CREEK\SV04_FINALS\MBRV PARK LOTS\8695-00 CEDAR CREEK RV NORTH-FN.DOCX

THENCE, continuing over and across said CTX SPE 3 Tract, N 43°06'35" E a distance of 1,596.37 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the northwest corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, N 88°01'10" E a distance of 390.67 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the northeast corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, S 01°53'25" E a distance of 110.48 feet to a calculated point for the most easterly corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, S 88°06'35" W a distance of 111.24 feet to a calculated angle point;

THENCE, continuing over and across said CTX SPE 3 Tract, S 43°06'35" W a distance of 1,569.78 feet to a calculated point for an interior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, S 46°53'25" E a distance of 95.30 feet to a calculated point for an exterior corner of the herein described tract;

THENCE, continuing over and across said CTX SPE 3 Tract, S 43°06'35" W a distance of 553.03 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing over and across said CTX SPE 3 Tract, along said curve to the left, an arc distance of 11.99 feet, having a radius of 30.00 feet, a central angle of 22°53'30" and a chord which bears S 31°39'50" W a distance of 11.91 feet to a calculated point of tangency;

THENCE, continuing over and across said CTX SPE 3 Tract, S 20°13'05" W a distance of 23.91 feet to a calculated point of curvature of a curve to the left;

THENCE, continuing over and across said CTX SPE 3 Tract, along said curve to the left, an arc distance of 35.14 feet, having a radius of 30.00 feet, a central angle of 67°06'30" and a chord which bears S 13°20'10" E a distance of 33.16 feet to a calculated point of tangency;

THENCE, continuing over and across said CTX SPE 3 Tract, S 46°53'25" E a distance of 43.00 feet to a calculated point for an exterior corner of the herein described tract;

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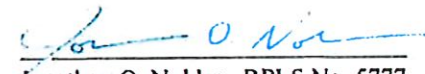
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THENCE, continuing over and across said CTX SPE 3 Tract and said CTX SPE 3 Tract, S 46°53'25" E a distance of 12.31 feet to a calculated point of curvature of a curve to the right;

THENCE, continuing over and across said CTX SPE 3 Tract, along said curve to the right, an arc distance of 177.50 feet, having a radius of 113.00 feet, a central angle of 90°00'00" and a chord which bears S 01°53'25" E a distance of 159.81 feet to a calculated point of tangency;

THENCE, continuing over and across said CTX SPE 3 Tract, 30.00 feet northwest of and parallel with a southeast line of said CTX SPE 3 Tract and the northwest line of said Bastrop Independent School District Tract, S 43°06'35" W, a distance of 1,593.37 feet to the **POINT OF BEGINNING** and containing 14.911 acres (649,517 square feet) of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on May 26, 2021 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203. A sketch accompanies this description.


Jonathan O. Nobles RPLS No. 5777
BGE, Inc.

101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400

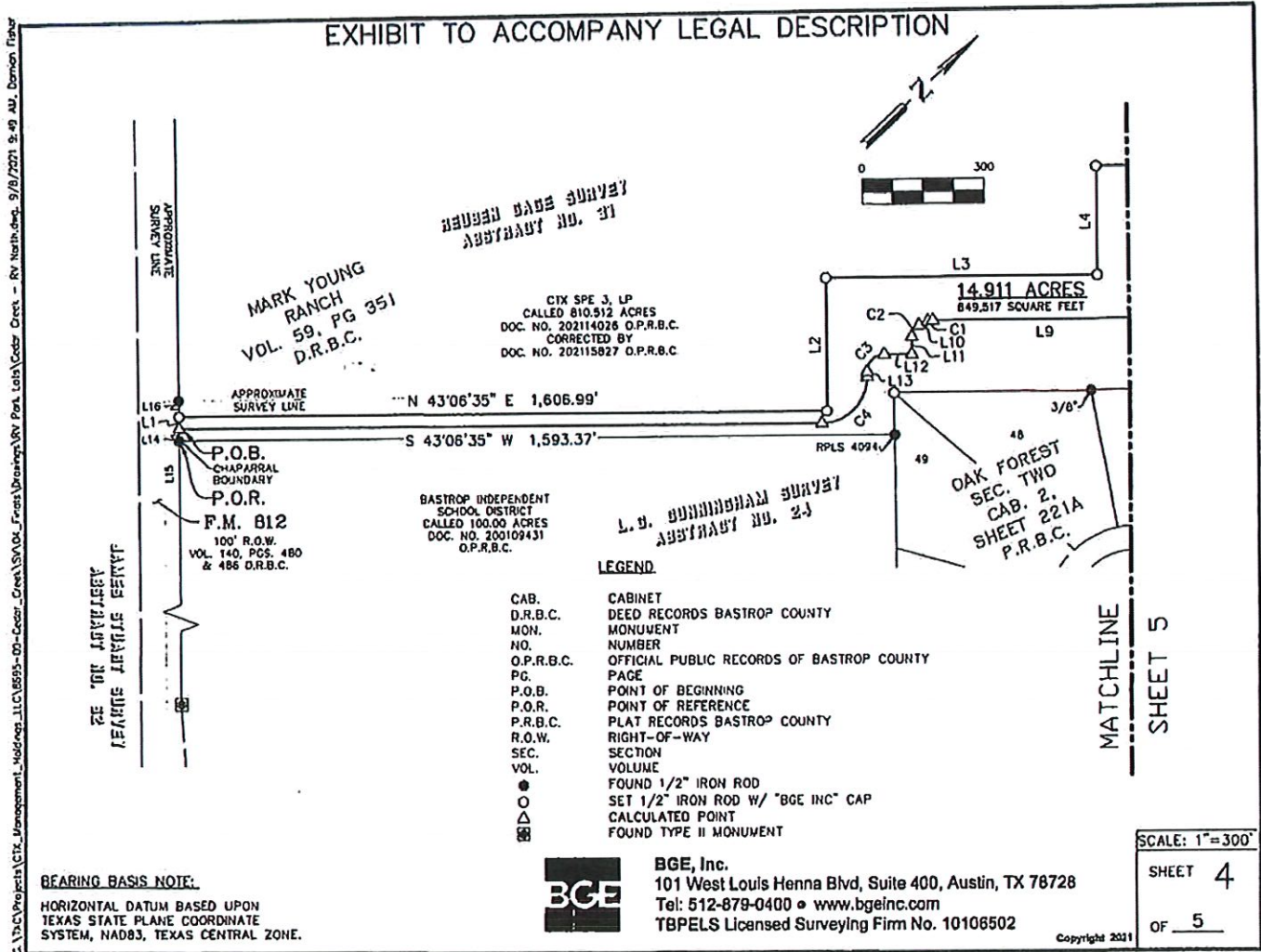
TBPLS Licensed Surveying Firm No. 10106502



9/08/2021

Date

Client: CTX Management Holdings
Date: July 28, 2021
Revised: September 8, 2021
Job No: 8695-00



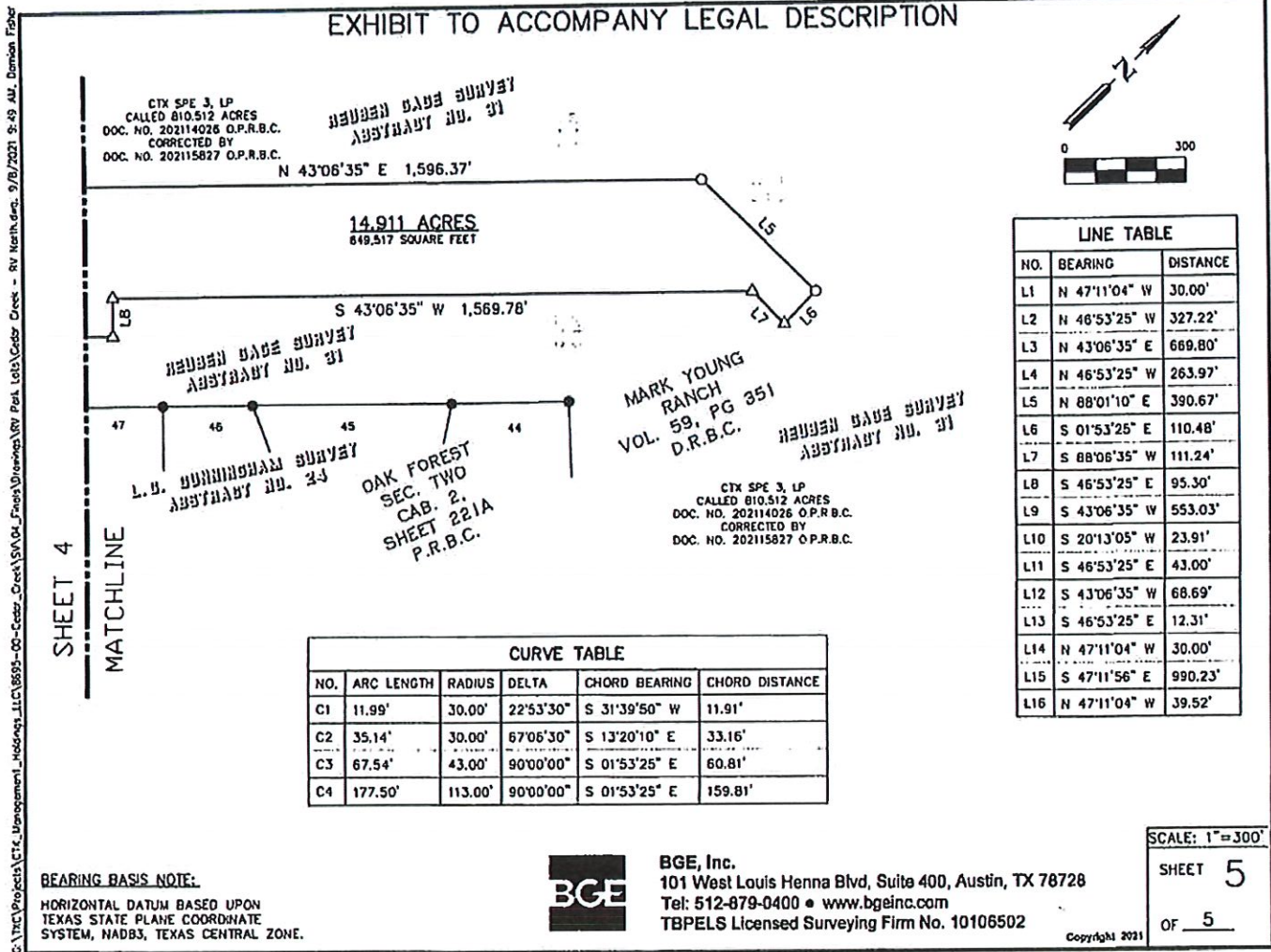
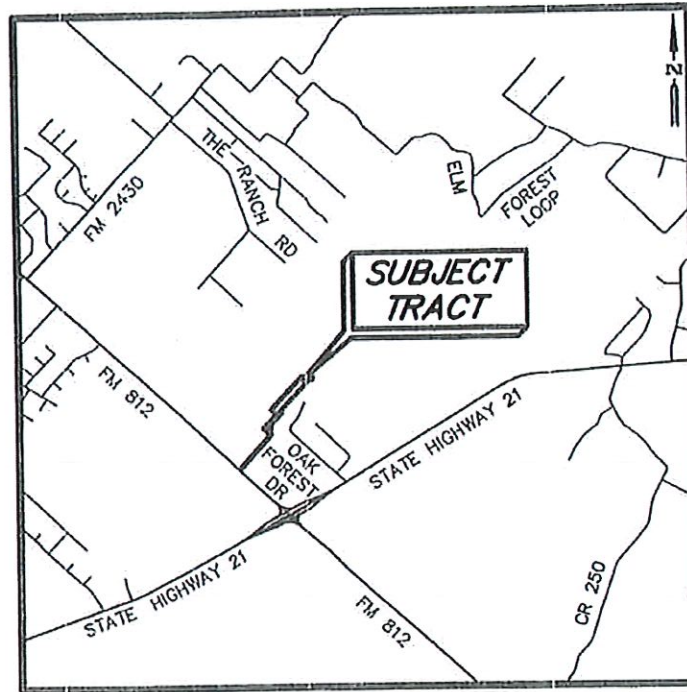


EXHIBIT B



NOT TO SCALE

LOCATION MAP
BASTROP ETJ RELEASE
14.911 ACRES

**BGE, Inc.**

101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728

Tel: 512-879-0400 • www.bgeinc.com

TBPELS Registration No. F-1046

TBPELS Licensed Surveying Firm No. 10106502

EXHIBIT C

BASTROP CENTRAL APPRAISAL DISTRICT

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
 COUNTY OF BASTROP §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Bastrop County, Texas, and find that, as of June 3, 2024, the property described and attached hereto, is assessed on the appraisal rolls of Bastrop County, Texas, for the tax year 2024 in the name(s) of:

SPE 3 MH LP

| OWNER/ACCOUNT | ACREAGE | VALUE |
|---------------|---------|------------|
| 8728768 | 14.86 | \$ 380,751 |
| | | |
| | | |

CERTIFIED this 3rd day of June, 2024.

By: Faun Cullens

Name: Faun Cullens

Title: Chief Appraiser

EXHIBIT A

CEDAR CREEK – RV NORTH
14.911 ACRESMETES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 14.911 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, AND THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 24, BOTH OF BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 810.512 ACRE TRACT OF LAND AS CONVEYED TO CTX SPE 3, LP BY GENERAL WARRANTY DEEDS RECORDED IN DOC. NO. 202114026 AND CORRECTED IN DOC. NO. 202115827, BOTH OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOTS 2, 4 AND 5 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 59, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 14.911 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

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Page 1 of 5

G:\TXC\PROJECTS\CTX_MANAGEMENT_HOLDINGS_LLC\8695-00-CEDAR_CREEK\SV04_FINAL\SMR\RV PARK LOTS\8695-00 CEDAR CREEK RV NORTH-FN.DOCX

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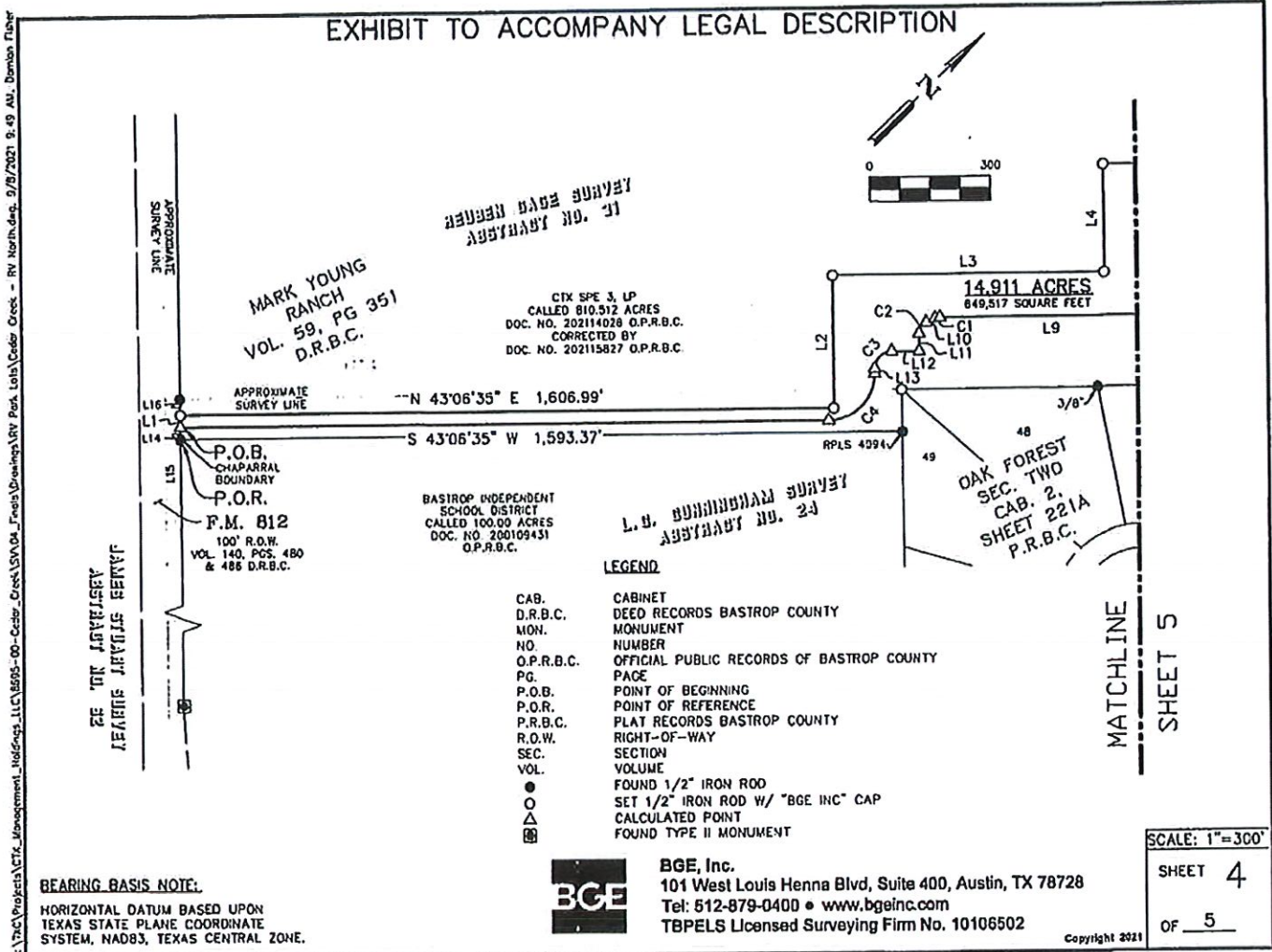
TBPLS Licensed Surveying Firm No. 10106502



9/08/2021

Date

Client: CTX Management Holdings
Date: July 28, 2021
Revised: September 8, 2021
Job No: 8695-00



REUBEN DABE SURVEY
ABSTRACT NO. 31

| LINE TABLE | | |
|------------|---------------|----------|
| NO. | BEARING | DISTANCE |
| L1 | N 47°11'04" W | 30.00' |
| L2 | N 46°53'25" W | 327.22' |
| L3 | N 43°06'35" E | 669.80' |
| L4 | N 46°53'25" W | 263.97' |
| L5 | N 88°01'10" E | 390.67' |
| L6 | S 01°53'25" E | 110.48' |
| L7 | S 88°06'35" W | 111.24' |
| L8 | S 46°53'25" E | 95.30' |
| L9 | S 43°06'35" W | 553.03' |
| L10 | S 20°13'05" W | 23.91' |
| L11 | S 46°53'25" E | 43.00' |
| L12 | S 43°06'35" W | 68.69' |
| L13 | S 46°53'25" E | 12.31' |
| L14 | N 47°11'04" W | 30.00' |
| L15 | S 47°11'56" E | 990.23' |
| L16 | N 47°11'04" W | 39.52' |

| CURVE TABLE | | | | | |
|-------------|------------|---------|-----------|---------------|----------------|
| NO. | ARC LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
| C1 | 11.99' | 30.00' | 22°53'30" | S 31°39'50" W | 11.91' |
| C2 | 35.14' | 30.00' | 67°06'30" | S 13°20'10" E | 33.16' |
| C3 | 67.54' | 43.00' | 90°00'00" | S 01°53'25" E | 60.81' |
| C4 | 177.50' | 113.00' | 90°00'00" | S 01°53'25" E | 159.81' |

SHEET 4
MATCHLINE

BEARING BASIS NOTE:
HORIZONTAL DATUM BASED UPON
TEXAS STATE PLANE COORDINATE
SYSTEM, NAD83, TEXAS CENTRAL ZONE.



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10106502

SCALE: 1" = 300'

SHEET 5

OF 5

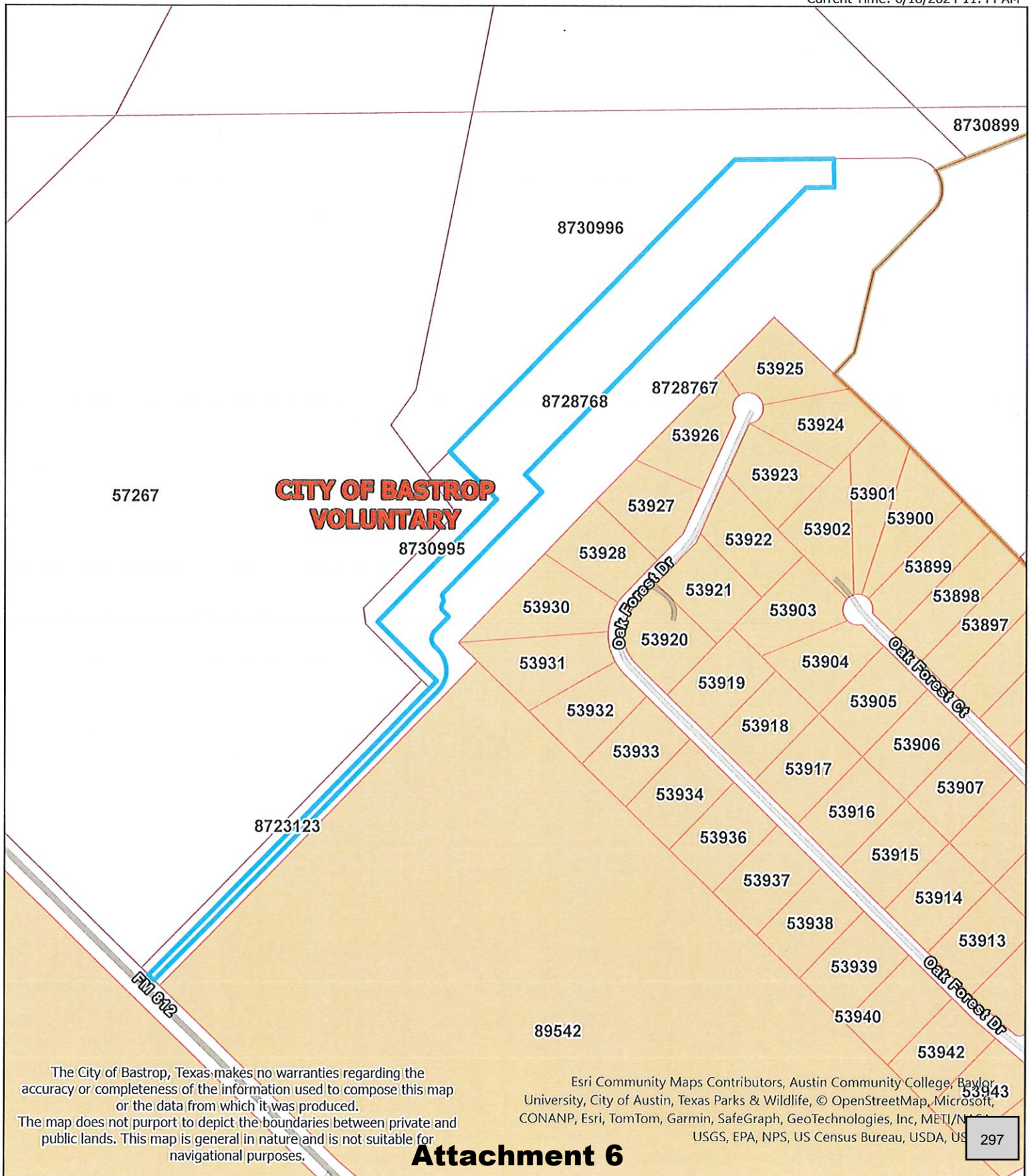
Copyright 2021



RELEASE OF PROPERTY FROM CITY OF BASTROP ETJ

0.15 0.07 0 0.15 Miles

Current Time: 6/18/2024 11:44 AM





STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-99 of the City Council of the City of Bastrop, Texas denying the release of land from the city's extraterritorial jurisdiction and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

AGENDA ITEM SUBMITTED BY:

Sylvia Carrillo, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The City Secretary received a petition for the release of several tracts of land comprised of tract or parcel of land currently situated within the ETJ of the City.

POLICY EXPLANATION:

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

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

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

RECOMMENDATION:

Consider action to approve Resolution No. R-2024-99 of the City Council of the City of Bastrop, Texas denying the release of land from the city's extraterritorial jurisdiction and providing for findings of fact, repealer, severability, effective date, proper notice, and meeting.

ATTACHMENTS:

- Resolution No. R-2024-99
- Petition

CITY OF BASTROP, TX
RESOLUTION NO. R-2024-99

DENIAL OF EXTRATERRITORIAL JURISDICTION RELEASE

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

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

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

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

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

WHEREAS, the City Council has received petitions for multiple properties to be released from the ETJ, a list of which is included in **Exhibit A**; and

WHEREAS, the City Council received a petition from Colin and Maria Lineberry on June 11, 2024, for the release of a certain tract of land ("Property"), which Property is more accurately described in **Attachment 1**, which is attached hereto and incorporated herein; and

WHEREAS, the City Council received a petition from CTX HWY 21, LP on June 13, 2024, for the release of a certain tract of land ("Property"), which Property is more accurately described in **Attachment 2**, which is attached hereto and incorporated herein; and

WHEREAS, the City Council received a petition from CTX SPE 4, LP, the designated representative of Westside Mesa, LLC, on May 13, 2024, for the release of a certain tract of land ("Property"), which Property is more accurately described in **Attachment 3**, which is attached hereto and incorporated herein; and

WHEREAS, *The City of Grand Prairie v. The State of Texas*, D-1-GN-23-007785, has been filed in the 261st District Court of Travis County, Texas, and challenges Senate Bill 2038 as an unconstitutional delegation of legislative authority (among other legal defects) and seeks to render the bill void and unenforceable in its entirety; and

WHEREAS, the above-named properties are part of, or adjacent, to the Garfield Municipal Utility District, a development that is critical to the City's current and/or future development; and

WHEREAS, due to the nature of the lawsuit and the legitimate interests of our community, the City elects to reserve its rights to enforcement of regulations in the ETJ, until the conclusion of the pending litigation; and

WHEREAS, The City's ETJ has traditionally been regarded by the City as an important component of our comprehensive planning efforts, including land use, development, capital improvements (infrastructure), and the extension of utilities; and

WHEREAS, the City is inclined to proceed in a deliberate, cautious manner when considering whether to release an area pursuant to new legislation that is currently undergoing a legal challenge.

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

Section 1. Findings of Fact: The foregoing recitals are incorporated into this resolution ("Resolution") by reference as findings of fact as if expressly set forth word-for-word herein.

Section 2. Release Denied: The Petitions are hereby considered verified; however, the Properties as described in the Petitions included as **Attachments 1-3** are denied and shall not be released from the City's ETJ pending the outcome of the *City of Grand Prairie v. The State of Texas* litigation.

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.

PASSED & APPROVED on First Reading by the City Council of the City of Bastrop, on this, the 23rd day of July 2024.

APPROVED:

by: _____
Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"

List of Property Owners and Legal Description of Properties
of Which Release Has Been Denied

| Property Owner(s) | Legal Description of Property | Attachment |
|---------------------------|---|-------------------|
| Colin and Maria Lineberry | Approximately 2.03 acres consisting of Lots 20, 21, 22, 50, 51, and 52, Block 1, Unit 5, Tahitian Village Subdivision, Bastrop County, Texas. | Attachment 1 |
| CTX HWY 21, LP | A 267.792-acre tract of land out of the Reuben Gage Survey, Abstract No. 31, Bastrop County, Texas; being all of a called 261.430-acre tract of land described as Tract 1 as conveyed to CTX HWY 21, LP, by Warranty Deed with Vendor's Lien recorded in Document Number 202216695 of the Official Public Records of Bastrop County, Texas being all of a called 6.362-acre tract of land as conveyed to CTX HW 21, LP, by Special Warranty Deed 100' ROW recorded in Document Number 202221197 of the Official Public Records of Bastrop County, Texas, being a portion of a 100-foot wide unimproved Right-of-Way as dedicated by Volume 427, Page 848 of the Official Public Records of Bastrop County, Texas, and being a portion of Lots 7, 8, 10 and 11 of Mark Young Ranch, a subdivision as referenced in Volume 52, Page 351 of the Deed Records of Bastrop County, Texas. | Attachment 2 |
| CTX SPE 4, LP | A 135.047-acre tract of land out of the Reuben Gage Survey, Abstract No. 31, the Hiram Beales Survey, Abstract No. 12, and the Isaac Lindsey Survey, Abstract No. 226, all of Bastrop County, Texas; being a portion of a called 808.872-acre tract of land as conveyed to Freddie Wayne Hoskins, Trustee of the Hoskins Grantor Retained Annuity Trust by warranty Deed recorded in Document Number 200411085 of the Official Public Records of Bastrop County, Texas, and being a portion of Lot 7 and Lot 10 of Mark Young Ranch, a subdivision as referenced in Volume 52, Page 351 of the Deed Records of Bastrop County, Texas. | Attachment 3 |

RECEIVED
6/11/2024

June 5, 2024
Lineberry
4127 Travis Country Circle
Austin, TX 78735

Ms. Ann Franklin
Bastrop City Secretary
1311 Chestnut Street
Bastrop, Texas 78602
(via Hand Delivery)

Re: Petition for Release of Property from Bastrop City ETJ

Dear Secretary Franklin:

Attached is a Petition to the City of Bastrop for release of certain property my wife and I own from the City's extra-territorial jurisdiction. A map and supporting affidavit are attached to the Petition. The Petition is being filed pursuant to TEX. LOCAL GOV'T CODE § 42.102. Please notify me in accordance with TEX. LOCAL GOV'T CODE § 42.105 of the results of the Petition.

Thank you for your consideration and please let me know if you need any additional information from me.

Sincerely,



Colin K. Lineberry
512-653-0798
colineberry@yahoo.com

**Petition of Colin K. Lineberry and Maria A. Lineberry
for Release from the Extra-Territorial Jurisdiction
of the City of Bastrop, Texas**

1. Colin K. Lineberry and Maria A. Lineberry (the "Petitioners") file this Petition pursuant to TEX. LOCAL GOV'T CODE § 42.102 for release of approximately 2.03 acres consisting of Lots 20, 21, 22, 50, 51, and 52, Block 1, Unit 5, Tahitian Village Subdivision, Bastrop County, Texas (the "Property") from the extra-territorial jurisdiction of the City of Bastrop.

2. The Petitioners, Colin K. Lineberry and Maria A. Lineberry, who is also known as Alice Lineberry, together own and hold 100% of the title of the lots that comprise the Property. The Petitioners' 100% ownership interest is reflected on the tax rolls of the Bastrop County Central Appraisal District and in the Bastrop County Deed Records at Volume 1848, Page 709; Volume 1859, Pages 485-86; Volume 2200, Pages 832-33; and, Volume 2218, Pages 842-43.

3. The property is located at 290 Riverside Drive in the Tahitian Village Subdivision of Bastrop County. The six lots comprising the Property are contiguous and form a tract of approximately 2.03 acres. The Property is currently within the designated extra-territorial jurisdiction of the City of Bastrop but was not voluntarily annexed into the extra-territorial jurisdiction of the City of Bastrop.

4. In accordance with the provisions of TEX. LOCAL GOV'T CODE § 42.104(d), a map of the Property is attached to this Petition as Exhibit A. Exhibit A is a true and correct depiction of the Property and is an excerpt from the Plat of Tahitian Village Unit 5 duly recorded in the Bastrop County Real Property Records - Plat Cabinet No. 1, Image 102A.

5. None of the disqualifying circumstances set out in TEX. LOCAL GOV'T CODE § 42.101 are applicable to the Property. The Property is not located: (1) within five miles of the boundary of a military base, as defined by TEX. LOCAL GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extra-territorial jurisdiction that is located in a county: (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and (B) that has a population greater than 240,000; (3) within the portion of the extra-territorial jurisdiction of a municipality with a population of more than 1.4 million that is: (A) within 15 miles of the boundary of a military base, as defined by TEX. LOCAL GOV'T CODE § 43.0117, at which an active training program is conducted; and (B) in a county with a population of more than two million; (4) in an area designated as an industrial district under TEX. LOCAL GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOCAL GOV'T CODE § 43.0751.

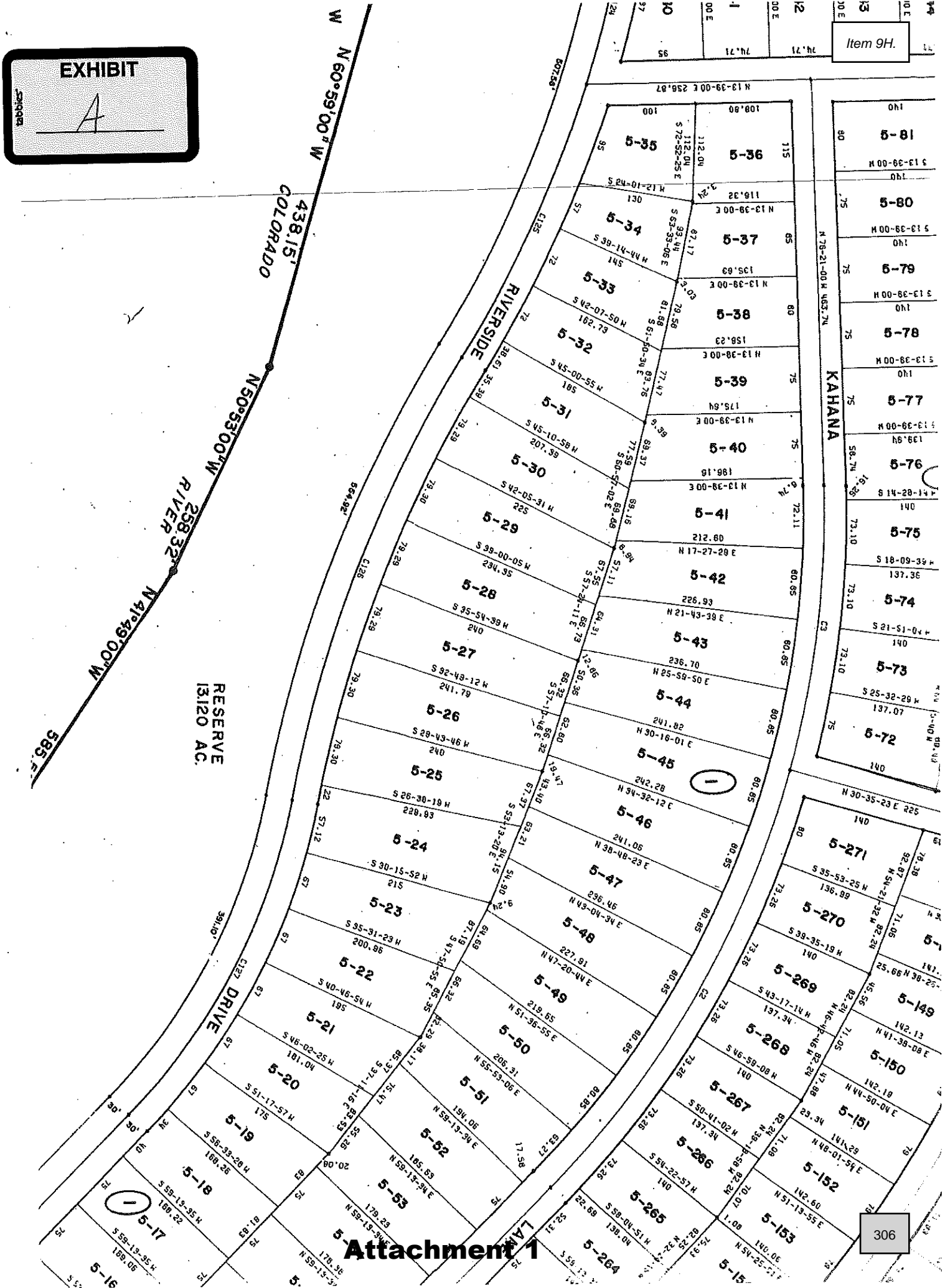
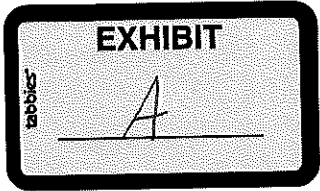
6. The Petitioners own 100% of the Property and are, therefore, the owners of a majority of the Property as required by TEX. LOCAL GOV'T CODE § 42.102(b) and Petitioners, as holders of 100% of the title to the Property, have both signed the Petition in accordance with the requirements of TEX. LOCAL GOV'T CODE § 42.104.

7. The Petitioners hereby petition the City of Bastrop to release Lots 20, 21, 22, 50, 51, and 52, Block 1, Unit 5, Tahitian Village Subdivision, Bastrop County, Texas from the extra-territorial jurisdiction of the City of Bastrop.

Petitioners:

Colin K. Lineberry Date Signed 6-4-24
Colin K. Lineberry
Date of Birth - Dec. 14, 1961
Residence Address:
4127 Travis Country Circle
Austin, Texas 78735

Maria A. Lineberry Date Signed 6-4-24
Maria A. Lineberry
Date of Birth - Oct. 12, 1962
Residence Address:
4127 Travis Country Circle
Austin, Texas 78735

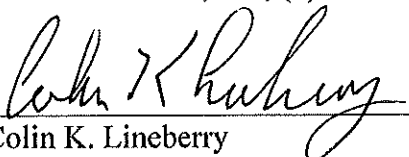


Affidavit of Colin K Lineberry in Support of
Petition for Release from the Extra-Territorial Jurisdiction of the City of
Bastrop, Texas

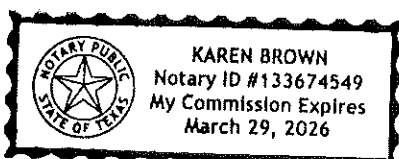
Item 9H.


Before me, the undersigned authority, on this day personally appeared, Colin K. Lineberry, who under oath stated as follows:

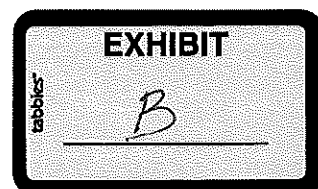
1. My name is Colin K. Lineberry, I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. Lots 20, 21, 22, 50, 51, and 52, Block 1, Unit 5, Tahitian Village Subdivision, Bastrop County, Texas (the "Property") are located within the designated extra-territorial jurisdiction area of Bastrop County. The six lots comprising the Property are contiguous and form a tract of approximately 2.03 acres. The Property was not voluntarily annexed into the extra-territorial jurisdiction of the City of Bastrop.
3. The map of the Property attached to the Petition as Exhibit A is a true and correct depiction of the Property and is an excerpt from the Plat of Tahitian Village Unit 5 duly recorded in the Bastrop County Real Property Records - Plat Cabinet No. 1, Image 102A.
4. Colin K. Lineberry and Maria A. Lineberry, who is also known as Alice Lineberry, (the "Petitioners") together own and hold 100% of the title of the lots that comprise the Property. The Petitioners' 100% ownership interest is reflected on the tax rolls of the Bastrop County Central Appraisal District.
5. The Property is not located: (1) within five miles of the boundary of a military base, as defined by TEX. LOCAL GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extra-territorial jurisdiction that is located in a county: (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and (B) that has a population greater than 240,000; (3) within the portion of the extra-territorial jurisdiction of a municipality with a population of more than 1.4 million that is: (A) within 15 miles of the boundary of a military base, as defined by TEX. LOCAL GOV'T CODE § 43.0117, at which an active training program is conducted; and (B) in a county with a population of more than two million; (4) in an area designated as an industrial district under TEX. LOCAL GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOCAL GOV'T CODE § 43.0751.
6. The Petition of Colin K. and Maria A. Lineberry for Release from the Extra-Territorial Jurisdiction of the City of Bastrop, Texas contains Petitioners valid and true: (1) signatures in writing; (2) printed names; (3) dates of birth; (4) Residence addresses; and, (5) dates of signature.


Colin K. Lineberry

Sworn and subscribed before me on this the 5 day of June, 2024.




Notary Public in and for the State of Texas



**PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION**

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

CTX HWY 21, LP, a Texas limited partnership (the "Petitioner"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 267.792 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Bastrop, Texas (the "City"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

I.

The Petitioner holds fee simple title to the Land, and hereby represents that it owns a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Bastrop Central Appraisal District, attached hereto as **Exhibit C**.

II.

The Petitioner represents that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioner represents that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million

that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives this petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on June 11th, 2024.

CTX HWY 21, LP
a Texas limited partnership

By: 5Star Family GP, LLC
a Texas limited liability company
its General Partner

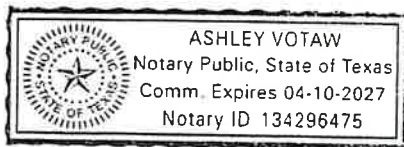
By: [Signature]
Name: T. Craig Benson
Title: Managing Partner
DOB: 1/31/62
Residence Address: 1415 Wathen
Ave Austin, TX
Date of Signing: 6/11/24

THE STATE OF TEXAS

§
§
§

COUNTY OF Travis

This instrument was acknowledged before me on June 11th, 2024, by T. Craig Benson, Managing Partner of 5Star Family GP, LLC, a Texas limited liability company and General Partner of **CTX HWY 21, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



(NOTARY SEAL)

[Signature]
Notary Public, State of Texas

Attachments:

- Exhibit A:** Description of the Land
- Exhibit B:** Map of the Land
- Exhibit C:** Certificate of Ownership

EXHIBIT A

CTX HWY 21, LP Tract
267.792 AcresMETES & BOUNDS DESCRIPTIONS

FIELD NOTES FOR A 267.792 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 261.430 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO CTX HWY 21, LP BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 202216695 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING ALL OF A CALLED 6.362 ACRE TRACT OF LAND AS CONVEYED TO CTX HWY 21, LP BY SPECIAL WARRANTY DEED 100' ROW RECORDED IN DOCUMENT NUMBER 20221197 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF A 100-FOOT WIDE UNIMPROVED RIGHT-OF-WAY AS DEDICATED BY VOLUME 427, PAGE 848 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOTS 7, 8, 10 AND 11 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 52, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 267.792 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE Inc" set on the southeast line of THE RANCH, a subdivision recorded in Cabinet 1, Page 74-B of the Plat Records of Bastrop County, Texas, at the most westerly corner of the above described CTX HWY 21 Tract 1, and at the most northerly corner of a called 100.842 acre tract of land described as Tract 1 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in Document Number 202114074 of the Official Public Records of Bastrop County, Texas, for the most westerly corner of the herein described tract, from which a found 1/2-inch iron rod bears N 46°52'57" W a distance of 2.59 feet, and from which a found 1/2-inch iron pipe bears S 43°03'13" W a distance of 321.19 feet;

THENCE, with a northwest line of said CTX HWY 21 Tract 1 and the southeast line of said THE RANCH, N 43°08'04" E a distance of 314.84 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at an exterior corner of said CTX HWY 21 Tract 1, and at the most westerly corner of a called 135.047 acre tract of land described as Tract 2 as conveyed to CTX SPE 4, LP by Warranty Deed with Vendor's Lien recorded in said Document Number 202216695 of the Official Public Records of Bastrop County, Texas, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most easterly corner of said THE RANCH, at the most southerly corner of FOREST LAKES, a subdivision recorded in Cabinet 1, Page 164-A of the Plat Records of Bastrop County, Texas, and at the most southerly terminus of Lakeview Drive (50 feet wide) as dedicated by said FOREST LAKES, bears N 43°08'04" E a distance of 204.63 feet;

THENCE, departing the southeast line of said THE RANCH, with the north line of said CTX HWY 21 Tract 1 and the south line of said CTX SPE 4 Tract, the following six (6) courses:

- 1) S 84°51'25" E a distance of 407.47 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 2) N 77°52'25" E a distance of 373.22 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 3) N 27°47'35" E a distance of 215.08 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an exterior corner of said CTX HWY 21 Tract 1, and at an interior corner of said CTX SPE 4 Tract, for an exterior corner of the herein described tract;

- 4) S 62°12'25" E a distance of 1,071.49 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of said CTX HWY 21 Tract 1, and at an exterior corner of said CTX SPE 4 Tract, for an interior corner of the herein described tract;
- 5) N 60°51'43" E a distance of 490.04 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point; and
- 6) N 43°03'50" E a distance of 2,814.94 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the southwest line of THOUSAND OAKS, a subdivision recorded in Cabinet 1, Page 129-A of the Plat Records of Bastrop County, Texas, at the most northerly corner of said CTX HWY 21 Tract 1, and at the most easterly corner of said CTX SPE 4 Tract, for the most northerly corner of the herein described tract, from which a 1/2-inch iron rod found at the most southerly corner of Lot 53 and the most westerly corner of Lot 52, both of said THOUSAND OAKS, bears N 47°03'28" W a distance of 206.43 feet;

THENCE, with the northeast line of said CTX HWY 21 Tract 1 and the southwest line of said THOUSAND OAKS, S 47°03'28" E a distance of 1,016.21 feet to a 3/8-inch iron rod found at the most southerly corner of Lot 48 and the most westerly corner of Lot 47, both of said THOUSAND OAKS, for an angle point;

THENCE, continuing with the northeast line of said CTX HWY 21 Tract 1 and the southwest line of said THOUSAND OAKS and partly with the southwest line of AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, a subdivision recorded in Cabinet 6, Sheet 28A of the Plat Records of Bastrop County, Texas, S 46°46'54" E a distance of 770.36 feet to a 3/8-inch iron rod found for an angle point;

THENCE, continuing with the northeast line of said CTX HWY 21 Tract 1 and the southwest line of said AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, S 46°27'13" E a distance of 342.84 feet to a fence post found at the most easterly corner of said CTX HWY 21 Tract 1, and at the most northerly corner of a called 587.274 acre tract of land described as Tract 3 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in said Document Number 202114074 and Correction Instruments as to a Recorded Original Instrument recorded in Document Numbers 202216447 and 202216495, all of the Official Public Records of Bastrop County, Texas, for the most easterly corner of the herein described tract, from which a 1/2-inch iron rod found at the most southerly corner of said AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, bears S 46°52'02" E a distance of 1,345.39 feet;

THENCE, generally along a fence, with the southeast line of said CTX HWY 21 Tract 1 and the northwest line of said Cedar Creek East Tract 3, S 42°54'02" W a distance of 4,643.68 feet to a 1/2-inch iron rod found at the most southerly corner of said CTX HWY 21 Tract 1, and at the most easterly corner of a called 121.000 acre tract of land described as Tract 2 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in said Document Number 202114074 of the Official Public Records of Bastrop County, Texas, for the most southerly corner of the herein described tract, from which a found 3/8-inch iron rod bears N 38°41'24" W a distance of 0.68 feet, and from which a 1/2-inch iron rod with cap stamped "BGE Inc" found on the north line of a called 141.079 acre tract of land as conveyed to NEU Community Creekside LLC by Special Warranty Deed recorded in Document Number 202207532 of the Official Public Records of Bastrop County, Texas, at a common corner of the remainders of said Cedar Creek East Tract 2 and said Cedar Creek East Tract 3, bears S 43°02'33" W a distance of 2,032.33 feet;

THENCE, generally along a fence, with the southwest line of said CTX HWY 21 Tract 1 and the northeast line of said Cedar Creek East Tract 2, N 46°52'57" W, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set on the south line of said 100-foot wide unimproved right-of-way, at an exterior corner of said CTX HWY 21 Tract 1, at the most southerly corner of the above described CTX HWY 21 6.362 acre tract, and at the northeast corner of said Cedar Creek East Tract 2 at a distance of 476.83 feet, and continuing on generally along a fence, with the southwest line of said CTX HWY 21 6.362 acre tract and over and across said 100-foot wide unimproved right-of-way, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set on the north line of said 100-foot wide unimproved right-of-way, at an exterior corner of said CTX HWY 21 Tract 1, at the most westerly corner of said CTX HWY 21 6.362 acre tract, and at the most easterly corner of said Cedar Creek East Tract 1 at a distance of 588.33 feet, and continuing on generally along a fence, with the southwest line of said CTX HWY 21 Tract 1 and the northeast line of said Cedar Creek East Tract 1 for a total distance of 3,804.30 feet to the **POINT OF BEGINNING** and containing 267.792 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on February 8, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203.



Damian G. Fisher RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

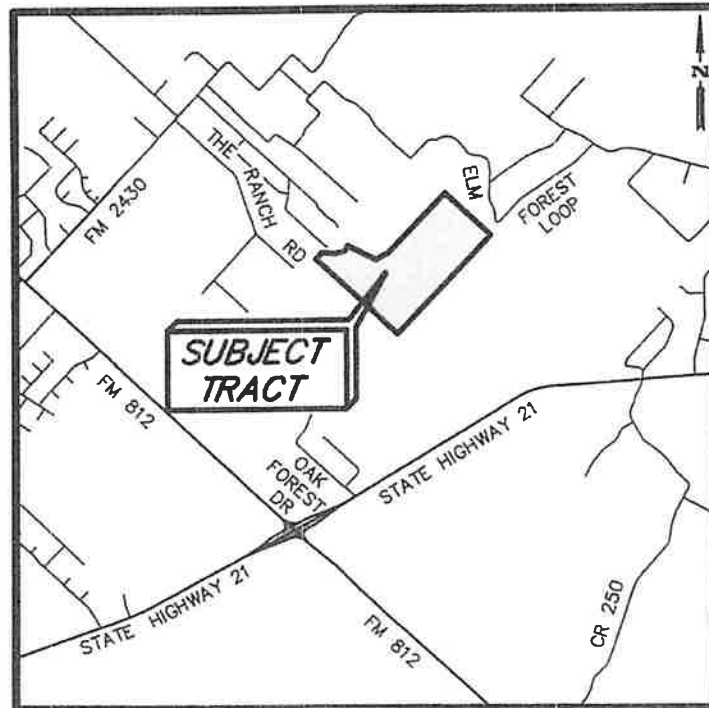


10/25/2022

Date

Client: NEU Communities
Date: June 8, 2022
Revised: October 25, 2022
Job No: 9989-00

EXHIBIT B



NOT TO SCALE

LOCATION MAP
 BASTROP ETJ RELEASE
 267.792 ACRES

**BGE, Inc.**

101 West Louis Henna Blvd., Suite 400
 Austin, Texas 78728

Tel: 512-879-0400 • www.bgeinc.com

TBPELS Registration No. F-1046

TBPELS Licensed Surveying Firm No. 10106502

EXHIBIT C

BASTROP CENTRAL APPRAISAL DISTRICT

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
 COUNTY OF BASTROP §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Bastrop County, Texas, and find that, as of June 3, 2024, the property described and attached hereto, is assessed on the appraisal rolls of Bastrop County, Texas, for the tax year 2024 in the name(s) of:

CTX HWY 21 LP

| OWNER/ACCOUNT | ACREAGE | VALUE |
|----------------|---------|--------------|
| 41808 | 261.43 | \$ 2,268,882 |
| UN-OPENED ROAD | 6.362 | \$ 0 |
| | | |

CERTIFIED this 3rd day of June, 2024.

By: Faun Cullens

Name: Faun Cullens

Title: Chief Appraiser

EXHIBIT A

CTX HWY 21, LP Tract
267.792 AcresMETES & BOUNDS DESCRIPTIONS

FIELD NOTES FOR A 267.792 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 261.430 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO CTX HWY 21, LP BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 202216695 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING ALL OF A CALLED 6.362 ACRE TRACT OF LAND AS CONVEYED TO CTX HWY 21, LP BY SPECIAL WARRANTY DEED 100' ROW RECORDED IN DOCUMENT NUMBER 202221197 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF A 100-FOOT WIDE UNIMPROVED RIGHT-OF-WAY AS DEDICATED BY VOLUME 427, PAGE 848 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOTS 7, 8, 10 AND 11 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 52, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 267.792 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE Inc" set on the southeast line of THE RANCH, a subdivision recorded in Cabinet 1, Page 74-B of the Plat Records of Bastrop County, Texas, at the most westerly corner of the above described CTX HWY 21 Tract 1, and at the most northerly corner of a called 100.842 acre tract of land described as Tract 1 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in Document Number 202114074 of the Official Public Records of Bastrop County, Texas, for the most westerly corner of the herein described tract, from which a found 1/2-inch iron rod bears N 46°52'57" W a distance of 2.59 feet, and from which a found 1/2-inch iron pipe bears S 43°03'13" W a distance of 321.19 feet;

THENCE, with a northwest line of said CTX HWY 21 Tract 1 and the southeast line of said THE RANCH, N 43°08'04" E a distance of 314.84 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at an exterior corner of said CTX HWY 21 Tract 1, and at the most westerly corner of a called 135.047 acre tract of land described as Tract 2 as conveyed to CTX SPE 4, LP by Warranty Deed with Vendor's Lien recorded in said Document Number 202216695 of the Official Public Records of Bastrop County, Texas, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most easterly corner of said THE RANCH, at the most southerly corner of FOREST LAKES, a subdivision recorded in Cabinet 1, Page 164-A of the Plat Records of Bastrop County, Texas, and at the most southerly terminus of Lakeview Drive (50 feet wide) as dedicated by said FOREST LAKES, bears N 43°08'04" E a distance of 204.63 feet;

THENCE, departing the southeast line of said THE RANCH, with the north line of said CTX HWY 21 Tract 1 and the south line of said CTX SPE 4 Tract, the following six (6) courses:

- 1) S 84°51'25" E a distance of 407.47 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 2) N 77°52'25" E a distance of 373.22 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 3) N 27°47'35" E a distance of 215.08 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an exterior corner of said CTX HWY 21 Tract 1, and at an interior corner of said CTX SPE 4 Tract, for an exterior corner of the herein described tract;

- 4) S 62°12'25" E a distance of 1,071.49 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of said CTX HWY 21 Tract 1, and at an exterior corner of said CTX SPE 4 Tract, for an interior corner of the herein described tract;
- 5) N 60°51'43" E a distance of 490.04 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point; and
- 6) N 43°03'50" E a distance of 2,814.94 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the southwest line of THOUSAND OAKS, a subdivision recorded in Cabinet 1, Page 129-A of the Plat Records of Bastrop County, Texas, at the most northerly corner of said CTX HWY 21 Tract 1, and at the most easterly corner of said CTX SPE 4 Tract, for the most northerly corner of the herein described tract, from which a 1/2-inch iron rod found at the most southerly corner of Lot 53 and the most westerly corner of Lot 52, both of said THOUSAND OAKS, bears N 47°03'28" W a distance of 206.43 feet;

THENCE, with the northeast line of said CTX HWY 21 Tract 1 and the southwest line of said THOUSAND OAKS, S 47°03'28" E a distance of 1,016.21 feet to a 3/8-inch iron rod found at the most southerly corner of Lot 48 and the most westerly corner of Lot 47, both of said THOUSAND OAKS, for an angle point;

THENCE, continuing with the northeast line of said CTX HWY 21 Tract 1 and the southwest line of said THOUSAND OAKS and partly with the southwest line of AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, a subdivision recorded in Cabinet 6, Sheet 28A of the Plat Records of Bastrop County, Texas, S 46°46'54" E a distance of 770.36 feet to a 3/8-inch iron rod found for an angle point;

THENCE, continuing with the northeast line of said CTX HWY 21 Tract 1 and the southwest line of said AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, S 46°27'13" E a distance of 342.84 feet to a fence post found at the most easterly corner of said CTX HWY 21 Tract 1, and at the most northerly corner of a called 587.274 acre tract of land described as Tract 3 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in said Document Number 202114074 and Correction Instruments as to a Recorded Original Instrument recorded in Document Numbers 202216447 and 202216495, all of the Official Public Records of Bastrop County, Texas, for the most easterly corner of the herein described tract, from which a 1/2-inch iron rod found at the most southerly corner of said AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, bears S 46°52'02" E a distance of 1,345.39 feet;

THENCE, generally along a fence, with the southeast line of said CTX HWY 21 Tract 1 and the northwest line of said Cedar Creek East Tract 3, S 42°54'02" W a distance of 4,643.68 feet to a 1/2-inch iron rod found at the most southerly corner of said CTX HWY 21 Tract 1, and at the most easterly corner of a called 121.000 acre tract of land described as Tract 2 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in said Document Number 202114074 of the Official Public Records of Bastrop County, Texas, for the most southerly corner of the herein described tract, from which a found 3/8-inch iron rod bears N 38°41'24" W a distance of 0.68 feet, and from which a 1/2-inch iron rod with cap stamped "BGE Inc" found on the north line of a called 141.079 acre tract of land as conveyed to NEU Community Creekside LLC by Special Warranty Deed recorded in Document Number 202207532 of the Official Public Records of Bastrop County, Texas, at a common corner of the remainders of said Cedar Creek East Tract 2 and said Cedar Creek East Tract 3, bears S 43°02'33" W a distance of 2,032.33 feet;

THENCE, generally along a fence, with the southwest line of said CTX HWY 21 Tract 1 and the northeast line of said Cedar Creek East Tract 2, N 46°52'57" W, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set on the south line of said 100-foot wide unimproved right-of-way, at an exterior corner of said CTX HWY 21 Tract 1, at the most southerly corner of the above described CTX HWY 21 6.362 acre tract, and at the northeast corner of said Cedar Creek East Tract 2 at a distance of 476.83 feet, and continuing on generally along a fence, with the southwest line of said CTX HWY 21 6.362 acre tract and over and across said 100-foot wide unimproved right-of-way, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set on the north line of said 100-foot wide unimproved right-of-way, at an exterior corner of said CTX HWY 21 Tract 1, at the most westerly corner of said CTX HWY 21 6.362 acre tract, and at the most easterly corner of said Cedar Creek East Tract 1 at a distance of 588.33 feet, and continuing on generally along a fence, with the southwest line of said CTX HWY 21 Tract 1 and the northeast line of said Cedar Creek East Tract 1 for a total distance of 3,804.30 feet to the **POINT OF BEGINNING** and containing 267.792 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on February 8, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203.



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Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502



10/25/2022

Date

Client: NEU Communities
Date: June 8, 2022
Revised: October 25, 2022
Job No: 9989-00

PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

CTX SPE 4, LP, a Texas limited partnership (the "Petitioner"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 135.047 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Bastrop, Texas (the "City"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

I.

The Petitioner holds fee simple title to the Land, and hereby represents that it owns a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Bastrop Central Appraisal District, attached hereto as **Exhibit C**.

II.

The Petitioner represents that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioner represents that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million

that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives this petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on June 11th, 2024.

CTX SPE 4, LP
a Texas limited partnership

By: CTX Capital Partners, LLC
a Delaware limited liability company
its General Partner

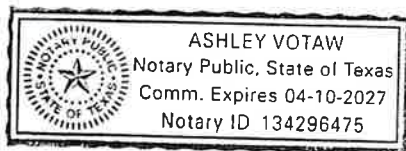
By: [Signature]
Name: T. Craig Benson
Title: Managing Partner
DOB: 1/31/62
Residence Address: 1415 Wathen
Ave Austin, TX
Date of Signing: 6/11/24

THE STATE OF TEXAS

§
§
§

COUNTY OF Travis

This instrument was acknowledged before me on June 11th, 2024, by T. Craig Benson, Managing Partner of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **CTX SPE 4, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



(NOTARY SEAL)

[Signature]
Notary Public, State of Texas

Attachments:

Exhibit A: Description of the Land

Exhibit B: Map of the Land

Exhibit C: Certificate of Ownership

EXHIBIT A

Hoskins ALTA
135.047 AcresMETES & BOUNDS DESCRIPTIONS

FIELD NOTES FOR A 135.047 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, THE HIRAM BEALES SURVEY, ABSTRACT NO. 12, AND THE ISAAC LINDSEY SURVEY, ABSTRACT NO. 226, ALL OF BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 808.872 ACRE TRACT OF LAND AS CONVEYED TO FREDDIE WAYNE HOSKINS, TRUSTEE OF THE HOSKINS GRANTOR RETAINED ANNUITY TRUST BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 200411085 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOT 7 AND LOT 10 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 52, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 135.047 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the northwest line of the above described Hoskins Tract and the southwest right-of-way line of Privada Drive (50 feet wide) as shown on the plat of ESCONDIDO, a subdivision recorded in Cabinet 1, Page 66-A of the Plat Records of Bastrop County, Texas, at the most easterly corner of Lot 20 of said ESCONDIDO, for the most northerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, leaving the southeast line of said ESCONDIDO, over and across said Hoskins Tract and with the apparent southwest right-of-way line of said Privada Drive, S 47°24'40" E a distance of 31.39 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on a southeast line of said Hoskins Tract and the northwest line of THOUSAND OAKS, a subdivision recorded in Cabinet 1, Page 129-A of the Plat Records of Bastrop County, Texas, at the intersection with the southeast right-of-way line of Elm Forest Loop (called 12 varas wide) as recorded in Volume 55, Page 223 of the Deed Records of Bastrop County, Texas, and as shown on said ESCONDIDO and said THOUSAND OAKS, for an exterior corner of the herein described tract;

THENCE, with a southeast line of said Hoskins Tract and the northwest line of said THOUSAND OAKS, S 43°23'38" W a distance of 65.41 feet to a 1/2-inch iron rod found at an interior corner of said Hoskins Tract, and at the most westerly corner of said THOUSAND OAKS, for an interior corner of the herein described tract;

THENCE, with the northeast line of said Hoskins Tract and the southwest line of said THOUSAND OAKS, S 46°56'10" E a distance of 1,427.18 feet to a 1/2-inch iron rod found at the most southerly corner of Lot 53 and the most westerly corner of Lot 52, both of said THOUSAND OAKS, for an angle point;

THENCE, continuing with the northeast line of said Hoskins Tract and the southwest line of said THOUSAND OAKS, S 47°03'28" E a distance of 206.43 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most easterly corner of the herein described tract, from which a 3/8-inch iron rod found at the most southerly corner of Lot 48 and the most westerly corner of Lot 47, both of said THOUSAND OAKS, bears S 47°03'28" E a distance of 1,016.21 feet;

THENCE, leaving the southwest line of said THOUSAND OAKS, over and across said Hoskins Tract, S 43°03'50" W a distance of 2,814.94 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said Hoskins Tract, S 60°51'43" W a distance of 490.04 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most southerly corner of the herein described tract;

THENCE, continuing over and across said Hoskins Tract, N 62°12'25" W a distance of 1,071.49 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Hoskins Tract, S 27°47'35" W a distance of 215.08 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said Hoskins Tract, S 77°52'25" W a distance of 373.22 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said Hoskins Tract, N 84°51'25" W a distance of 407.47 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the northwest line of said Hoskins Tract and the southeast line of Lot 22, THE RANCH, a subdivision recorded in Cabinet 1, Page 74-B of the Plat Records of Bastrop County, Texas, for the most westerly corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most westerly corner of said Hoskins Tract, and at the most northerly corner of a called 100.842 acre tract of land described as Tract 1 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in Document Number 202114074 of the Official Public Records of Bastrop County, Texas, bears S 43°08'04" W a distance of 314.84 feet;

THENCE, with the northwest line of said Hoskins Tract and the southeast line of said THE RANCH, N 43°08'04" E a distance of 204.63 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most easterly corner of said THE RANCH, at the most southerly corner of FOREST LAKES, a subdivision recorded in Cabinet 1, Page 164-A of the Plat Records of Bastrop County, Texas, and at the most southerly terminus of Lakeview Drive (50 feet wide) as dedicated by said FOREST LAKES, for an angle point, from which a found flagged 3/8-inch iron rod extruding from the ground bears N 38°18'55" W a distance of 2.42 feet;

THENCE, continuing with the northwest line of said Hoskins Tract, S 84°13'54" E a distance of 34.74 feet to 1/2-inch iron rod with cap stamped "BGE Inc" set at an angle point, from which a found flagged t-post bears N 40°56'38" W a distance of 2.76 feet;

THENCE, continuing with the northwest line of said Hoskins Tract, N 42°44'59" E a distance of 1,113.08 feet to a 1/2-inch iron rod found at the most southerly corner of said ESCONDIDO, for an angle point;

THENCE, continuing with the northwest line of said Hoskins Tract and the southeast line of said ESCONDIDO the following eight (8) courses:

- 1) N 43°11'44" E a distance of 720.41 feet to an 8-foot tall 10-inch by 10-inch concrete pillar found at the most easterly corner of Lot 39 of said ESCONDIDO, and at the most southerly terminus of Escondido Drive (50 feet wide) as dedicated by said ESCONDIDO, for an angle point;
- 2) N 43°40'05" E a distance of 48.94 feet to a 5/8-inch iron rod found at the most easterly terminus of said Escondido Drive, and at the most southerly corner of Lot 29 of said ESCONDIDO, for an angle point;

- 3) N 43°09'00" E a distance of 456.59 feet to a 5/8-inch iron rod found for an angle point;
- 4) N 43°03'58" E a distance of 629.59 feet to a 1/2-inch iron rod found for an angle point;
- 5) N 43°30'21" E a distance of 145.94 feet to a 1/2-inch iron rod found at the most easterly corner of said Lot 29, and at the most southerly corner of Lot 20 of said ESCONDIDO, for an angle point;
- 6) N 43°01'51" E a distance of 681.62 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 7) N 07°13'53" E a distance of 52.30 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point; and
- 8) N 43°23'23" E a distance of 328.55 feet to the **POINT OF BEGINNING** and containing 135.047 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on February 8, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203.



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BGE, Inc.
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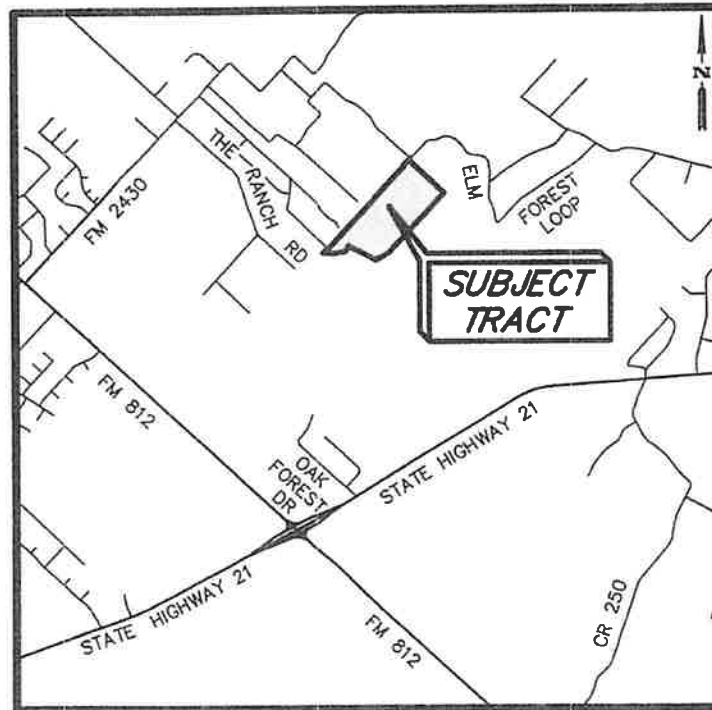


6/15/2022

Date

Client: CTX Management Holdings
Date: June 15, 2022
Job No: 9827-00

EXHIBIT B



NOT TO SCALE

LOCATION MAP
BASTROP ETJ RELEASE
135.047 ACRES

**BGE, Inc.**

101 West Louis Henna Blvd. Suite 400
Austin, Texas 78728

Tel: 512-879-0400 • www.bgeinc.com

TBPELS Registration No. F-1046

TBPELS Licensed Surveying Firm No. 10106502

EXHIBIT C

BASTROP CENTRAL APPRAISAL DISTRICT

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
 COUNTY OF BASTROP §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Bastrop County, Texas, and find that, as of June 3, 2024, the property described and attached hereto, is assessed on the appraisal rolls of Bastrop County, Texas, for the tax year 2024 in the name(s) of:

CTX SPE 4 LP

| <u>OWNER/ACCOUNT</u> | <u>ACREAGE</u> | <u>VALUE</u> |
|----------------------|----------------|--------------|
| 8729059 | 135.047 | \$ 1,333,730 |
| | | |
| | | |

CERTIFIED this 3rd day of June, 2024.

By: Faun Cullens

Name: Faun Cullens

Title: Chief Appraiser

EXHIBIT A

Hoskins ALTA
135.047 AcresMETES & BOUNDS DESCRIPTIONS

FIELD NOTES FOR A 135.047 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, THE HIRAM BEALES SURVEY, ABSTRACT NO. 12, AND THE ISAAC LINDSEY SURVEY, ABSTRACT NO. 226, ALL OF BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 808.872 ACRE TRACT OF LAND AS CONVEYED TO FREDDIE WAYNE HOSKINS, TRUSTEE OF THE HOSKINS GRANTOR RETAINED ANNUITY TRUST BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 200411085 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOT 7 AND LOT 10 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 52, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 135.047 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE, leaving the southeast line of said ESCONDIDO, over and across said Hoskins Tract and with the apparent southwest right-of-way line of said Privada Drive, S 47°24'40" E a distance of 31.39 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on a southeast line of said Hoskins Tract and the northwest line of THOUSAND OAKS, a subdivision recorded in Cabinet 1, Page 129-A of the Plat Records of Bastrop County, Texas, at the intersection with the southeast right-of-way line of Elm Forest Loop (called 12 varas wide) as recorded in Volume 55, Page 223 of the Deed Records of Bastrop County, Texas, and as shown on said ESCONDIDO and said THOUSAND OAKS, for an exterior corner of the herein described tract;

THENCE, with a southeast line of said Hoskins Tract and the northwest line of said THOUSAND OAKS, S 43°23'38" W a distance of 65.41 feet to a 1/2-inch iron rod found at an interior corner of said Hoskins Tract, and at the most westerly corner of said THOUSAND OAKS, for an interior corner of the herein described tract;

THENCE, with the northeast line of said Hoskins Tract and the southwest line of said THOUSAND OAKS, S 46°56'10" E a distance of 1,427.18 feet to a 1/2-inch iron rod found at the most southerly corner of Lot 53 and the most westerly corner of Lot 52, both of said THOUSAND OAKS, for an angle point;

THENCE, continuing with the northeast line of said Hoskins Tract and the southwest line of said THOUSAND OAKS, S 47°03'28" E a distance of 206.43 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most easterly corner of the herein described tract, from which a 3/8-inch iron rod found at the most southerly corner of Lot 48 and the most westerly corner of Lot 47, both of said THOUSAND OAKS, bears S 47°03'28" E a distance of 1,016.21 feet;

THENCE, leaving the southwest line of said THOUSAND OAKS, over and across said Hoskins Tract, S 43°03'50" W a distance of 2,814.94 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said Hoskins Tract, S 60°51'43" W a distance of 490.04 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most southerly corner of the herein described tract;

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THENCE, continuing over and across said Hoskins Tract, S 27°47'35" W a distance of 215.08 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said Hoskins Tract, S 77°52'25" W a distance of 373.22 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said Hoskins Tract, N 84°51'25" W a distance of 407.47 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the northwest line of said Hoskins Tract and the southeast line of Lot 22, THE RANCH, a subdivision recorded in Cabinet 1, Page 74-B of the Plat Records of Bastrop County, Texas, for the most westerly corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most westerly corner of said Hoskins Tract, and at the most northerly corner of a called 100.842 acre tract of land described as Tract 1 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in Document Number 202114074 of the Official Public Records of Bastrop County, Texas, bears S 43°08'04" W a distance of 314.84 feet;

THENCE, with the northwest line of said Hoskins Tract and the southeast line of said THE RANCH, N 43°08'04" E a distance of 204.63 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most easterly corner of said THE RANCH, at the most southerly corner of FOREST LAKES, a subdivision recorded in Cabinet 1, Page 164-A of the Plat Records of Bastrop County, Texas, and at the most southerly terminus of Lakeview Drive (50 feet wide) as dedicated by said FOREST LAKES, for an angle point, from which a found flagged 3/8-inch iron rod extruding from the ground bears N 38°18'55" W a distance of 2.42 feet;

THENCE, continuing with the northwest line of said Hoskins Tract, S 84°13'54" E a distance of 34.74 feet to 1/2-inch iron rod with cap stamped "BGE Inc" set at an angle point, from which a found flagged t-post bears N 40°56'38" W a distance of 2.76 feet;

THENCE, continuing with the northwest line of said Hoskins Tract, N 42°44'59" E a distance of 1,113.08 feet to a 1/2-inch iron rod found at the most southerly corner of said ESCONDIDO, for an angle point;

THENCE, continuing with the northwest line of said Hoskins Tract and the southeast line of said ESCONDIDO the following eight (8) courses:

- 1) N 43°11'44" E a distance of 720.41 feet to an 8-foot tall 10-inch by 10-inch concrete pillar found at the most easterly corner of Lot 39 of said ESCONDIDO, and at the most southerly terminus of Escondido Drive (50 feet wide) as dedicated by said ESCONDIDO, for an angle point;
- 2) N 43°40'05" E a distance of 48.94 feet to a 5/8-inch iron rod found at the most easterly terminus of said Escondido Drive, and at the most southerly corner of Lot 29 of said ESCONDIDO, for an angle point;

- 3) N 43°09'00" E a distance of 456.59 feet to a 5/8-inch iron rod found for an angle point;
- 4) N 43°03'58" E a distance of 629.59 feet to a 1/2-inch iron rod found for an angle point;
- 5) N 43°30'21" E a distance of 145.94 feet to a 1/2-inch iron rod found at the most easterly corner of said Lot 29, and at the most southerly corner of Lot 20 of said ESCONDIDO, for an angle point;
- 6) N 43°01'51" E a distance of 681.62 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 7) N 07°13'53" E a distance of 52.30 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point; and
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6/15/2022

Date

Client: CTX Management Holdings
 Date: June 15, 2022
 Job No: 9827-00

Exhibit "A"

List of Property Owners and Legal Description of Properties
of Which Release Has Been Denied

| Property Owner(s) | Legal Description of Property | Attachment |
|---------------------------|---|-------------------|
| Colin and Maria Lineberry | Approximately 2.03 acres consisting of Lots 20, 21, 22, 50, 51, and 52, Block 1, Unit 5, Tahitian Village Subdivision, Bastrop County, Texas. | Attachment 1 |
| CTX HWY 21, LP | A 267.792-acre tract of land out of the Reuben Gage Survey, Abstract No. 31, Bastrop County, Texas; being all of a called 261.430-acre tract of land described as Tract 1 as conveyed to CTX HWY 21, LP, by Warranty Deed with Vendor's Lien recorded in Document Number 202216695 of the Official Public Records of Bastrop County, Texas being all of a called 6.362-acre tract of land as conveyed to CTX HW 21, LP, by Special Warranty Deed 100' ROW recorded in Document Number 202221197 of the Official Public Records of Bastrop County, Texas, being a portion of a 100-foot wide unimproved Right-of-Way as dedicated by Volume 427, Page 848 of the Official Public Records of Bastrop County, Texas, and being a portion of Lots 7, 8, 10 and 11 of Mark Young Ranch, a subdivision as referenced in Volume 52, Page 351 of the Deed Records of Bastrop County, Texas. | Attachment 2 |
| CTX SPE 4, LP | A 135.047-acre tract of land out of the Reuben Gage Survey, Abstract No. 31, the Hiram Beales Survey, Abstract No. 12, and the Isaac Lindsey Survey, Abstract No. 226, all of Bastrop County, Texas; being a portion of a called 808.872-acre tract of land as conveyed to Freddie Wayne Hoskins, Trustee of the Hoskins Grantor Retained Annuity Trust by warranty Deed recorded in Document Number 200411085 of the Official Public Records of Bastrop County, Texas, and being a portion of Lot 7 and Lot 10 of Mark Young Ranch, a subdivision as referenced in Volume 52, Page 351 of the Deed Records of Bastrop County, Texas. | Attachment 3 |

RECEIVED
6/11/2024

June 5, 2024
Lineberry
4127 Travis Country Circle
Austin, TX 78735

Ms. Ann Franklin
Bastrop City Secretary
1311 Chestnut Street
Bastrop, Texas 78602
(via Hand Delivery)

Re: Petition for Release of Property from Bastrop City ETJ

Dear Secretary Franklin:

Attached is a Petition to the City of Bastrop for release of certain property my wife and I own from the City's extra-territorial jurisdiction. A map and supporting affidavit are attached to the Petition. The Petition is being filed pursuant to TEX. LOCAL GOV'T CODE § 42.102. Please notify me in accordance with TEX. LOCAL GOV'T CODE § 42.105 of the results of the Petition.

Thank you for your consideration and please let me know if you need any additional information from me.

Sincerely,



Colin K. Lineberry
512-653-0798
colineberry@yahoo.com

**Petition of Colin K. Lineberry and Maria A. Lineberry
for Release from the Extra-Territorial Jurisdiction
of the City of Bastrop, Texas**

1. Colin K. Lineberry and Maria A. Lineberry (the "Petitioners") file this Petition pursuant to TEX. LOCAL GOV'T CODE § 42.102 for release of approximately 2.03 acres consisting of Lots 20, 21, 22, 50, 51, and 52, Block 1, Unit 5, Tahitian Village Subdivision, Bastrop County, Texas (the "Property") from the extra-territorial jurisdiction of the City of Bastrop.

2. The Petitioners, Colin K. Lineberry and Maria A. Lineberry, who is also known as Alice Lineberry, together own and hold 100% of the title of the lots that comprise the Property. The Petitioners' 100% ownership interest is reflected on the tax rolls of the Bastrop County Central Appraisal District and in the Bastrop County Deed Records at Volume 1848, Page 709; Volume 1859, Pages 485-86; Volume 2200, Pages 832-33; and, Volume 2218, Pages 842-43.

3. The property is located at 290 Riverside Drive in the Tahitian Village Subdivision of Bastrop County. The six lots comprising the Property are contiguous and form a tract of approximately 2.03 acres. The Property is currently within the designated extra-territorial jurisdiction of the City of Bastrop but was not voluntarily annexed into the extra-territorial jurisdiction of the City of Bastrop.

4. In accordance with the provisions of TEX. LOCAL GOV'T CODE § 42.104(d), a map of the Property is attached to this Petition as Exhibit A. Exhibit A is a true and correct depiction of the Property and is an excerpt from the Plat of Tahitian Village Unit 5 duly recorded in the Bastrop County Real Property Records - Plat Cabinet No. 1, Image 102A.

5. None of the disqualifying circumstances set out in TEX. LOCAL GOV'T CODE § 42.101 are applicable to the Property. The Property is not located: (1) within five miles of the boundary of a military base, as defined by TEX. LOCAL GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extra-territorial jurisdiction that is located in a county: (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and (B) that has a population greater than 240,000; (3) within the portion of the extra-territorial jurisdiction of a municipality with a population of more than 1.4 million that is: (A) within 15 miles of the boundary of a military base, as defined by TEX. LOCAL GOV'T CODE § 43.0117, at which an active training program is conducted; and (B) in a county with a population of more than two million; (4) in an area designated as an industrial district under TEX. LOCAL GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOCAL GOV'T CODE § 43.0751.

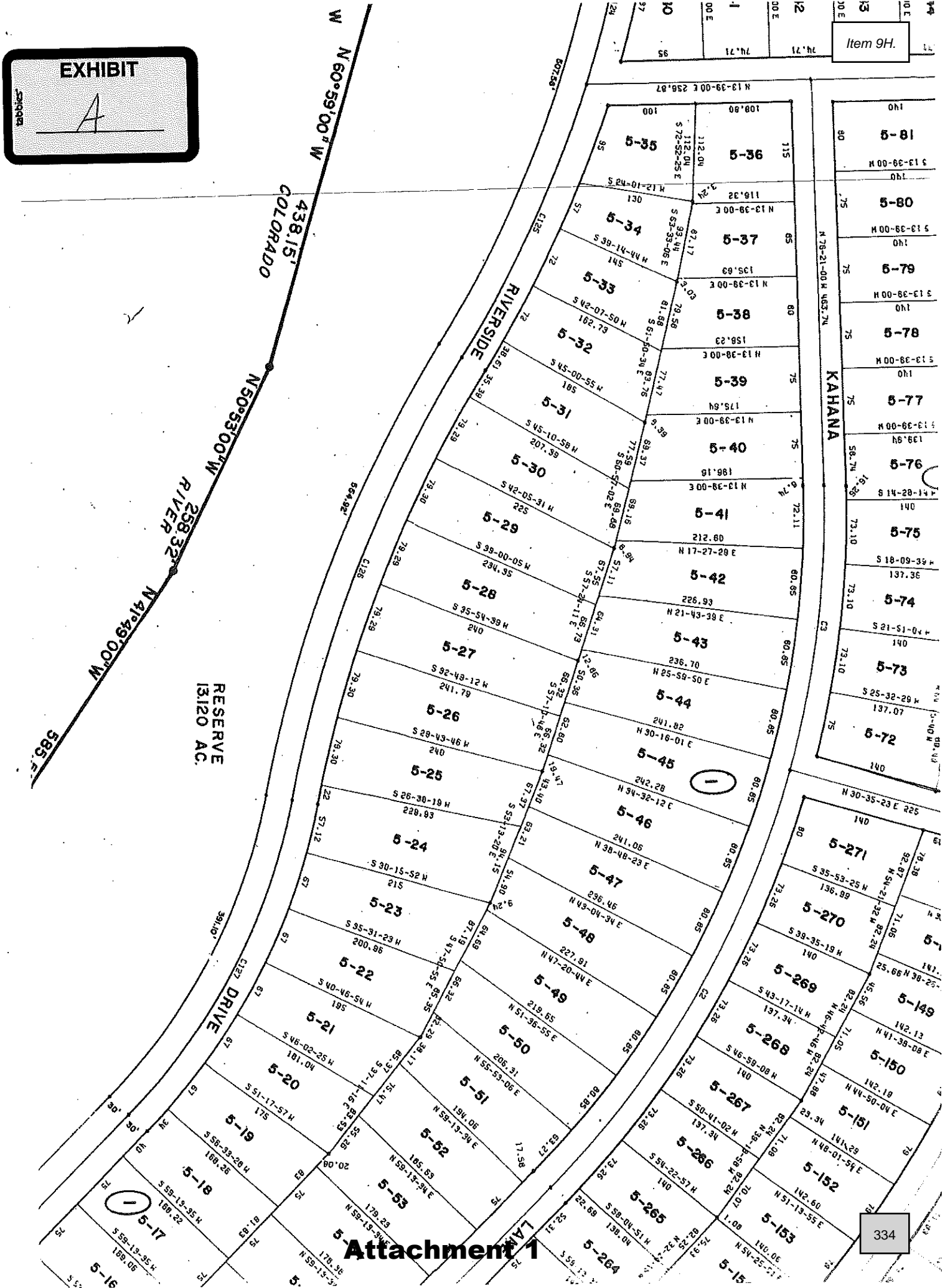
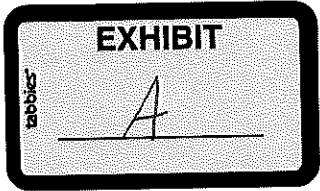
6. The Petitioners own 100% of the Property and are, therefore, the owners of a majority of the Property as required by TEX. LOCAL GOV'T CODE § 42.102(b) and Petitioners, as holders of 100% of the title to the Property, have both signed the Petition in accordance with the requirements of TEX. LOCAL GOV'T CODE § 42.104.

7. The Petitioners hereby petition the City of Bastrop to release Lots 20, 21, 22, 50, 51, and 52, Block 1, Unit 5, Tahitian Village Subdivision, Bastrop County, Texas from the extra-territorial jurisdiction of the City of Bastrop.

Petitioners:

Colin K. Lineberry Date Signed 6-4-24
Colin K. Lineberry
Date of Birth - Dec. 14, 1961
Residence Address:
4127 Travis Country Circle
Austin, Texas 78735

Maria A. Lineberry Date Signed 6-4-24
Maria A. Lineberry
Date of Birth - Oct. 12, 1962
Residence Address:
4127 Travis Country Circle
Austin, Texas 78735

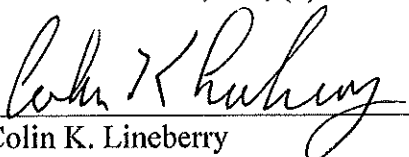


Affidavit of Colin K Lineberry in Support of
Petition for Release from the Extra-Territorial Jurisdiction of the City of
Bastrop, Texas

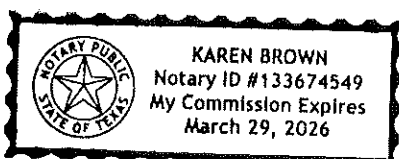
Item 9H.


Before me, the undersigned authority, on this day personally appeared, Colin K. Lineberry, who under oath stated as follows:

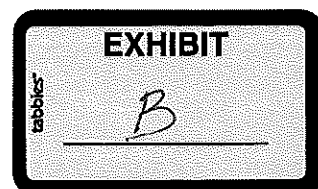
1. My name is Colin K. Lineberry, I am over eighteen (18) years of age and am legally competent to make this affidavit, which is true and correct, and is made voluntarily and not under duress.
2. Lots 20, 21, 22, 50, 51, and 52, Block 1, Unit 5, Tahitian Village Subdivision, Bastrop County, Texas (the "Property") are located within the designated extra-territorial jurisdiction area of Bastrop County. The six lots comprising the Property are contiguous and form a tract of approximately 2.03 acres. The Property was not voluntarily annexed into the extra-territorial jurisdiction of the City of Bastrop.
3. The map of the Property attached to the Petition as Exhibit A is a true and correct depiction of the Property and is an excerpt from the Plat of Tahitian Village Unit 5 duly recorded in the Bastrop County Real Property Records - Plat Cabinet No. 1, Image 102A.
4. Colin K. Lineberry and Maria A. Lineberry, who is also known as Alice Lineberry, (the "Petitioners") together own and hold 100% of the title of the lots that comprise the Property. The Petitioners' 100% ownership interest is reflected on the tax rolls of the Bastrop County Central Appraisal District.
5. The Property is not located: (1) within five miles of the boundary of a military base, as defined by TEX. LOCAL GOV'T CODE § 43.0117, at which an active training program is conducted; (2) in an area that was voluntarily annexed into the extra-territorial jurisdiction that is located in a county: (A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and (B) that has a population greater than 240,000; (3) within the portion of the extra-territorial jurisdiction of a municipality with a population of more than 1.4 million that is: (A) within 15 miles of the boundary of a military base, as defined by TEX. LOCAL GOV'T CODE § 43.0117, at which an active training program is conducted; and (B) in a county with a population of more than two million; (4) in an area designated as an industrial district under TEX. LOCAL GOV'T CODE § 42.044; or (5) in an area subject to a strategic partnership agreement entered into under TEX. LOCAL GOV'T CODE § 43.0751.
6. The Petition of Colin K. and Maria A. Lineberry for Release from the Extra-Territorial Jurisdiction of the City of Bastrop, Texas contains Petitioners valid and true: (1) signatures in writing; (2) printed names; (3) dates of birth; (4) Residence addresses; and, (5) dates of signature.


Colin K. Lineberry

Sworn and subscribed before me on this the 5 day of June, 2024.




Notary Public in and for the State of Texas



**PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION**

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

CTX HWY 21, LP, a Texas limited partnership (the "Petitioner"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 267.792 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Bastrop, Texas (the "City"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

I.

The Petitioner holds fee simple title to the Land, and hereby represents that it owns a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Bastrop Central Appraisal District, attached hereto as **Exhibit C**.

II.

The Petitioner represents that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioner represents that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million

that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives this petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on June 11th, 2024.

CTX HWY 21, LP
a Texas limited partnership

By: 5Star Family GP, LLC
a Texas limited liability company
its General Partner

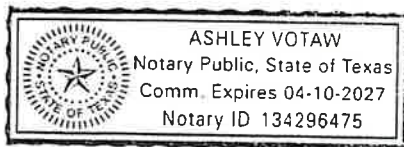
By: [Signature]
Name: T. Craig Benson
Title: Managing Partner
DOB: 1/31/62
Residence Address: 1415 Wather
Ave Austin, TX
Date of Signing: 6/11/24

THE STATE OF TEXAS

§
§
§

COUNTY OF Travis

This instrument was acknowledged before me on June 11th, 2024, by T. Craig Benson, Managing Partner of 5Star Family GP, LLC, a Texas limited liability company and General Partner of **CTX HWY 21, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



(NOTARY SEAL)

[Signature]
Notary Public, State of Texas

Attachments:

Exhibit A: Description of the Land

Exhibit B: Map of the Land

Exhibit C: Certificate of Ownership

EXHIBIT A

CTX HWY 21, LP Tract
267.792 AcresMETES & BOUNDS DESCRIPTIONS

FIELD NOTES FOR A 267.792 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 261.430 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO CTX HWY 21, LP BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 202216695 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING ALL OF A CALLED 6.362 ACRE TRACT OF LAND AS CONVEYED TO CTX HWY 21, LP BY SPECIAL WARRANTY DEED 100' ROW RECORDED IN DOCUMENT NUMBER 20221197 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF A 100-FOOT WIDE UNIMPROVED RIGHT-OF-WAY AS DEDICATED BY VOLUME 427, PAGE 848 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOTS 7, 8, 10 AND 11 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 52, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 267.792 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE Inc" set on the southeast line of THE RANCH, a subdivision recorded in Cabinet 1, Page 74-B of the Plat Records of Bastrop County, Texas, at the most westerly corner of the above described CTX HWY 21 Tract 1, and at the most northerly corner of a called 100.842 acre tract of land described as Tract 1 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in Document Number 202114074 of the Official Public Records of Bastrop County, Texas, for the most westerly corner of the herein described tract, from which a found 1/2-inch iron rod bears N 46°52'57" W a distance of 2.59 feet, and from which a found 1/2-inch iron pipe bears S 43°03'13" W a distance of 321.19 feet;

THENCE, with a northwest line of said CTX HWY 21 Tract 1 and the southeast line of said THE RANCH, N 43°08'04" E a distance of 314.84 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at an exterior corner of said CTX HWY 21 Tract 1, and at the most westerly corner of a called 135.047 acre tract of land described as Tract 2 as conveyed to CTX SPE 4, LP by Warranty Deed with Vendor's Lien recorded in said Document Number 202216695 of the Official Public Records of Bastrop County, Texas, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most easterly corner of said THE RANCH, at the most southerly corner of FOREST LAKES, a subdivision recorded in Cabinet 1, Page 164-A of the Plat Records of Bastrop County, Texas, and at the most southerly terminus of Lakeview Drive (50 feet wide) as dedicated by said FOREST LAKES, bears N 43°08'04" E a distance of 204.63 feet;

THENCE, departing the southeast line of said THE RANCH, with the north line of said CTX HWY 21 Tract 1 and the south line of said CTX SPE 4 Tract, the following six (6) courses:

- 1) S 84°51'25" E a distance of 407.47 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 2) N 77°52'25" E a distance of 373.22 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 3) N 27°47'35" E a distance of 215.08 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an exterior corner of said CTX HWY 21 Tract 1, and at an interior corner of said CTX SPE 4 Tract, for an exterior corner of the herein described tract;

- 4) S 62°12'25" E a distance of 1,071.49 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of said CTX HWY 21 Tract 1, and at an exterior corner of said CTX SPE 4 Tract, for an interior corner of the herein described tract;
- 5) N 60°51'43" E a distance of 490.04 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point; and
- 6) N 43°03'50" E a distance of 2,814.94 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the southwest line of THOUSAND OAKS, a subdivision recorded in Cabinet 1, Page 129-A of the Plat Records of Bastrop County, Texas, at the most northerly corner of said CTX HWY 21 Tract 1, and at the most easterly corner of said CTX SPE 4 Tract, for the most northerly corner of the herein described tract, from which a 1/2-inch iron rod found at the most southerly corner of Lot 53 and the most westerly corner of Lot 52, both of said THOUSAND OAKS, bears N 47°03'28" W a distance of 206.43 feet;

THENCE, with the northeast line of said CTX HWY 21 Tract 1 and the southwest line of said THOUSAND OAKS, S 47°03'28" E a distance of 1,016.21 feet to a 3/8-inch iron rod found at the most southerly corner of Lot 48 and the most westerly corner of Lot 47, both of said THOUSAND OAKS, for an angle point;

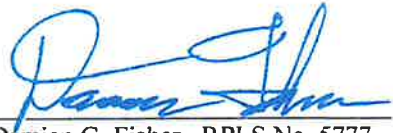
THENCE, continuing with the northeast line of said CTX HWY 21 Tract 1 and the southwest line of said THOUSAND OAKS and partly with the southwest line of AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, a subdivision recorded in Cabinet 6, Sheet 28A of the Plat Records of Bastrop County, Texas, S 46°46'54" E a distance of 770.36 feet to a 3/8-inch iron rod found for an angle point;

THENCE, continuing with the northeast line of said CTX HWY 21 Tract 1 and the southwest line of said AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, S 46°27'13" E a distance of 342.84 feet to a fence post found at the most easterly corner of said CTX HWY 21 Tract 1, and at the most northerly corner of a called 587.274 acre tract of land described as Tract 3 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in said Document Number 202114074 and Correction Instruments as to a Recorded Original Instrument recorded in Document Numbers 202216447 and 202216495, all of the Official Public Records of Bastrop County, Texas, for the most easterly corner of the herein described tract, from which a 1/2-inch iron rod found at the most southerly corner of said AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, bears S 46°52'02" E a distance of 1,345.39 feet;

THENCE, generally along a fence, with the southeast line of said CTX HWY 21 Tract 1 and the northwest line of said Cedar Creek East Tract 3, S 42°54'02" W a distance of 4,643.68 feet to a 1/2-inch iron rod found at the most southerly corner of said CTX HWY 21 Tract 1, and at the most easterly corner of a called 121.000 acre tract of land described as Tract 2 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in said Document Number 202114074 of the Official Public Records of Bastrop County, Texas, for the most southerly corner of the herein described tract, from which a found 3/8-inch iron rod bears N 38°41'24" W a distance of 0.68 feet, and from which a 1/2-inch iron rod with cap stamped "BGE Inc" found on the north line of a called 141.079 acre tract of land as conveyed to NEU Community Creekside LLC by Special Warranty Deed recorded in Document Number 202207532 of the Official Public Records of Bastrop County, Texas, at a common corner of the remainders of said Cedar Creek East Tract 2 and said Cedar Creek East Tract 3, bears S 43°02'33" W a distance of 2,032.33 feet;

THENCE, generally along a fence, with the southwest line of said CTX HWY 21 Tract 1 and the northeast line of said Cedar Creek East Tract 2, N 46°52'57" W, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set on the south line of said 100-foot wide unimproved right-of-way, at an exterior corner of said CTX HWY 21 Tract 1, at the most southerly corner of the above described CTX HWY 21 6.362 acre tract, and at the northeast corner of said Cedar Creek East Tract 2 at a distance of 476.83 feet, and continuing on generally along a fence, with the southwest line of said CTX HWY 21 6.362 acre tract and over and across said 100-foot wide unimproved right-of-way, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set on the north line of said 100-foot wide unimproved right-of-way, at an exterior corner of said CTX HWY 21 Tract 1, at the most westerly corner of said CTX HWY 21 6.362 acre tract, and at the most easterly corner of said Cedar Creek East Tract 1 at a distance of 588.33 feet, and continuing on generally along a fence, with the southwest line of said CTX HWY 21 Tract 1 and the northeast line of said Cedar Creek East Tract 1 for a total distance of 3,804.30 feet to the **POINT OF BEGINNING** and containing 267.792 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on February 8, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203.



Damian G. Fisher RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

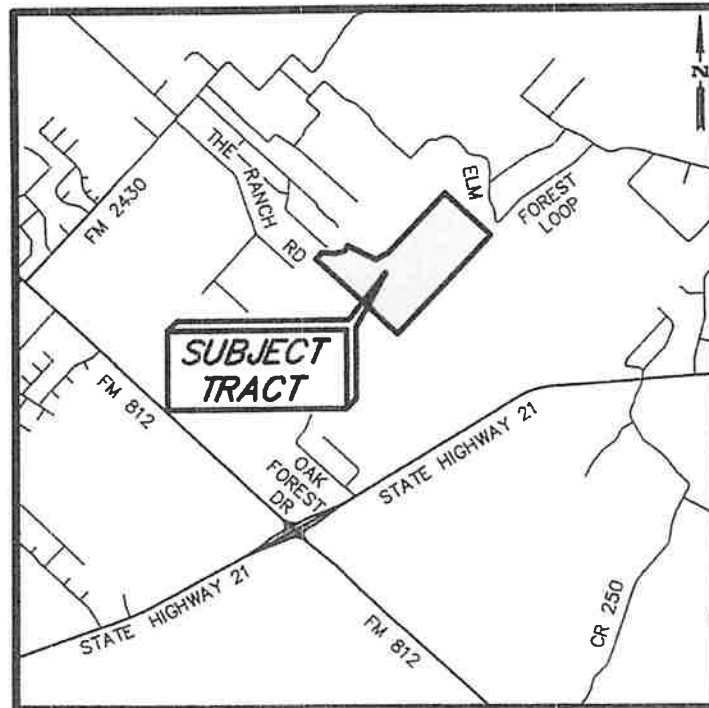


10/25/2022

Date

Client: NEU Communities
Date: June 8, 2022
Revised: October 25, 2022
Job No: 9989-00

EXHIBIT B



NOT TO SCALE

LOCATION MAP
 BASTROP ETJ RELEASE
 267.792 ACRES

**BGE, Inc.**

101 West Louis Henna Blvd., Suite 400
 Austin, Texas 78728

Tel: 512-879-0400 • www.bgeinc.com

TBPELS Registration No. F-1046

TBPELS Licensed Surveying Firm No. 10106502

EXHIBIT C

BASTROP CENTRAL APPRAISAL DISTRICT

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
 COUNTY OF BASTROP §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Bastrop County, Texas, and find that, as of June 3, 2024, the property described and attached hereto, is assessed on the appraisal rolls of Bastrop County, Texas, for the tax year 2024 in the name(s) of:

CTX HWY 21 LP

| OWNER/ACCOUNT | ACREAGE | VALUE |
|----------------|---------|--------------|
| 41808 | 261.43 | \$ 2,268,882 |
| UN-OPENED ROAD | 6.362 | \$ 0 |
| | | |

CERTIFIED this 3rd day of June, 2024.

By: Faun Cullens

Name: Faun Cullens

Title: Chief Appraiser

EXHIBIT A

CTX HWY 21, LP Tract
267.792 AcresMETES & BOUNDS DESCRIPTIONS

FIELD NOTES FOR A 267.792 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, BASTROP COUNTY, TEXAS; BEING ALL OF A CALLED 261.430 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AS CONVEYED TO CTX HWY 21, LP BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 202216695 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING ALL OF A CALLED 6.362 ACRE TRACT OF LAND AS CONVEYED TO CTX HWY 21, LP BY SPECIAL WARRANTY DEED 100' ROW RECORDED IN DOCUMENT NUMBER 202221197 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, BEING A PORTION OF A 100-FOOT WIDE UNIMPROVED RIGHT-OF-WAY AS DEDICATED BY VOLUME 427, PAGE 848 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOTS 7, 8, 10 AND 11 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 52, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 267.792 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE Inc" set on the southeast line of THE RANCH, a subdivision recorded in Cabinet 1, Page 74-B of the Plat Records of Bastrop County, Texas, at the most westerly corner of the above described CTX HWY 21 Tract 1, and at the most northerly corner of a called 100.842 acre tract of land described as Tract 1 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in Document Number 202114074 of the Official Public Records of Bastrop County, Texas, for the most westerly corner of the herein described tract, from which a found 1/2-inch iron rod bears N 46°52'57" W a distance of 2.59 feet, and from which a found 1/2-inch iron pipe bears S 43°03'13" W a distance of 321.19 feet;

THENCE, with a northwest line of said CTX HWY 21 Tract 1 and the southeast line of said THE RANCH, N 43°08'04" E a distance of 314.84 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at an exterior corner of said CTX HWY 21 Tract 1, and at the most westerly corner of a called 135.047 acre tract of land described as Tract 2 as conveyed to CTX SPE 4, LP by Warranty Deed with Vendor's Lien recorded in said Document Number 202216695 of the Official Public Records of Bastrop County, Texas, for an exterior corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most easterly corner of said THE RANCH, at the most southerly corner of FOREST LAKES, a subdivision recorded in Cabinet 1, Page 164-A of the Plat Records of Bastrop County, Texas, and at the most southerly terminus of Lakeview Drive (50 feet wide) as dedicated by said FOREST LAKES, bears N 43°08'04" E a distance of 204.63 feet;

THENCE, departing the southeast line of said THE RANCH, with the north line of said CTX HWY 21 Tract 1 and the south line of said CTX SPE 4 Tract, the following six (6) courses:

- 1) S 84°51'25" E a distance of 407.47 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 2) N 77°52'25" E a distance of 373.22 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 3) N 27°47'35" E a distance of 215.08 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an exterior corner of said CTX HWY 21 Tract 1, and at an interior corner of said CTX SPE 4 Tract, for an exterior corner of the herein described tract;

- 4) S 62°12'25" E a distance of 1,071.49 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of said CTX HWY 21 Tract 1, and at an exterior corner of said CTX SPE 4 Tract, for an interior corner of the herein described tract;
- 5) N 60°51'43" E a distance of 490.04 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point; and
- 6) N 43°03'50" E a distance of 2,814.94 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the southwest line of THOUSAND OAKS, a subdivision recorded in Cabinet 1, Page 129-A of the Plat Records of Bastrop County, Texas, at the most northerly corner of said CTX HWY 21 Tract 1, and at the most easterly corner of said CTX SPE 4 Tract, for the most northerly corner of the herein described tract, from which a 1/2-inch iron rod found at the most southerly corner of Lot 53 and the most westerly corner of Lot 52, both of said THOUSAND OAKS, bears N 47°03'28" W a distance of 206.43 feet;

THENCE, with the northeast line of said CTX HWY 21 Tract 1 and the southwest line of said THOUSAND OAKS, S 47°03'28" E a distance of 1,016.21 feet to a 3/8-inch iron rod found at the most southerly corner of Lot 48 and the most westerly corner of Lot 47, both of said THOUSAND OAKS, for an angle point;

THENCE, continuing with the northeast line of said CTX HWY 21 Tract 1 and the southwest line of said THOUSAND OAKS and partly with the southwest line of AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, a subdivision recorded in Cabinet 6, Sheet 28A of the Plat Records of Bastrop County, Texas, S 46°46'54" E a distance of 770.36 feet to a 3/8-inch iron rod found for an angle point;

THENCE, continuing with the northeast line of said CTX HWY 21 Tract 1 and the southwest line of said AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, S 46°27'13" E a distance of 342.84 feet to a fence post found at the most easterly corner of said CTX HWY 21 Tract 1, and at the most northerly corner of a called 587.274 acre tract of land described as Tract 3 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in said Document Number 202114074 and Correction Instruments as to a Recorded Original Instrument recorded in Document Numbers 202216447 and 202216495, all of the Official Public Records of Bastrop County, Texas, for the most easterly corner of the herein described tract, from which a 1/2-inch iron rod found at the most southerly corner of said AMENDED PLAT OF LOT 46 AND PORTION OF LOT 47, THOUSAND OAKS, bears S 46°52'02" E a distance of 1,345.39 feet;

THENCE, generally along a fence, with the southeast line of said CTX HWY 21 Tract 1 and the northwest line of said Cedar Creek East Tract 3, S 42°54'02" W a distance of 4,643.68 feet to a 1/2-inch iron rod found at the most southerly corner of said CTX HWY 21 Tract 1, and at the most easterly corner of a called 121.000 acre tract of land described as Tract 2 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in said Document Number 202114074 of the Official Public Records of Bastrop County, Texas, for the most southerly corner of the herein described tract, from which a found 3/8-inch iron rod bears N 38°41'24" W a distance of 0.68 feet, and from which a 1/2-inch iron rod with cap stamped "BGE Inc" found on the north line of a called 141.079 acre tract of land as conveyed to NEU Community Creekside LLC by Special Warranty Deed recorded in Document Number 202207532 of the Official Public Records of Bastrop County, Texas, at a common corner of the remainders of said Cedar Creek East Tract 2 and said Cedar Creek East Tract 3, bears S 43°02'33" W a distance of 2,032.33 feet;

THENCE, generally along a fence, with the southwest line of said CTX HWY 21 Tract 1 and the northeast line of said Cedar Creek East Tract 2, N 46°52'57" W, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set on the south line of said 100-foot wide unimproved right-of-way, at an exterior corner of said CTX HWY 21 Tract 1, at the most southerly corner of the above described CTX HWY 21 6.362 acre tract, and at the northeast corner of said Cedar Creek East Tract 2 at a distance of 476.83 feet, and continuing on generally along a fence, with the southwest line of said CTX HWY 21 6.362 acre tract and over and across said 100-foot wide unimproved right-of-way, pass a 1/2-inch iron rod with cap stamped "BGE Inc" set on the north line of said 100-foot wide unimproved right-of-way, at an exterior corner of said CTX HWY 21 Tract 1, at the most westerly corner of said CTX HWY 21 6.362 acre tract, and at the most easterly corner of said Cedar Creek East Tract 1 at a distance of 588.33 feet, and continuing on generally along a fence, with the southwest line of said CTX HWY 21 Tract 1 and the northeast line of said Cedar Creek East Tract 1 for a total distance of 3,804.30 feet to the **POINT OF BEGINNING** and containing 267.792 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on February 8, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203.



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101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502



10/25/2022

Date

Client: NEU Communities
Date: June 8, 2022
Revised: October 25, 2022
Job No: 9989-00

PETITION FOR RELEASE OF AN AREA FROM A MUNICIPALITY'S
EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF BASTROP,
TEXAS:

CTX SPE 4, LP, a Texas limited partnership (the "Petitioner"), acting pursuant to the provisions of Subchapter D, Chapter 42, Texas Local Government Code, together with all amendments and additions thereto, respectfully petitions this Honorable City Council to release the 135.047 acres of land described by metes and bounds in **Exhibit A** and shown on the map attached as **Exhibit B** (the "Land"), attached hereto and incorporated herein for all purposes, from the extraterritorial jurisdiction of the City of Bastrop, Texas (the "City"), and in support of this petition the Petitioner represents, covenants, and agrees as follows:

I.

The Petitioner holds fee simple title to the Land, and hereby represents that it owns a majority in value of the Land to be released from the extraterritorial jurisdiction of the City as indicated by the certificate of ownership provided by the Bastrop Central Appraisal District, attached hereto as **Exhibit C**.

II.

The Petitioner represents that the Land is not located within five (5) miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted.

III.

The Petitioner represents that the Land has not been voluntarily annexed into the extraterritorial jurisdiction of a municipality that is located in a county (a) in which the population grew by more than fifty percent (50%) from the previous federal decennial census in the federal decennial census conducted in 2020; and (b) that has a population of greater than 240,000.

IV.

The Petitioner represents that the Land is not within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million

that is (a) within 15 miles of the boundary of a military base, as defined by Section 43.0117 of the Texas Local Government Code, at which an active training program is conducted; and (b) in a county with a population of more than two million.

V.

The Petitioner represents that the Land is not in an area designated as an industrial district under Section 42.944 of the Texas Local Government Code.

VI.

The Petitioner represents that the Land is not in an area subject to a strategic partnership agreement entered into under Section 43.0751 of the Texas Local Government Code.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City immediately release the Land from its extraterritorial jurisdiction, as required by Section 42.105(c) of the Texas Local Government Code, as it exists today and from any future expansions of the City's extraterritorial jurisdiction whether by annexation or pursuant to Section 42.021 of the Texas Local Government Code. If the City fails to release the Land from its extraterritorial jurisdiction by the later of forty-five (45) days from the date it receives this petition or the next meeting of the City's governing body that occurs after the 30th day after the date the City receives this petition, the Land shall be released from the City's extraterritorial jurisdiction by operation of law.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on June 11th, 2024.

CTX SPE 4, LP
a Texas limited partnership

By: CTX Capital Partners, LLC
a Delaware limited liability company
its General Partner

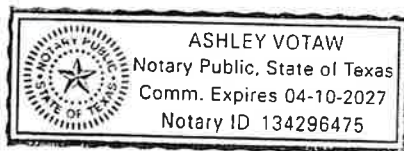
By: [Signature]
Name: T. Craig Benson
Title: Managing Partner
DOB: 1/31/62
Residence Address: 1415 Wathen
Ave Austin, TX
Date of Signing: 6/11/24

THE STATE OF TEXAS

§
§
§

COUNTY OF Travis

This instrument was acknowledged before me on June 11th, 2024, by T. Craig Benson, Managing Partner of CTX Capital Partners, LLC, a Delaware limited liability company and General Partner of **CTX SPE 4, LP**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



(NOTARY SEAL)

[Signature]
Notary Public, State of Texas

Attachments:

Exhibit A: Description of the Land

Exhibit B: Map of the Land

Exhibit C: Certificate of Ownership

EXHIBIT A

Hoskins ALTA
135.047 AcresMETES & BOUNDS DESCRIPTIONS

FIELD NOTES FOR A 135.047 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, THE HIRAM BEALES SURVEY, ABSTRACT NO. 12, AND THE ISAAC LINDSEY SURVEY, ABSTRACT NO. 226, ALL OF BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 808.872 ACRE TRACT OF LAND AS CONVEYED TO FREDDIE WAYNE HOSKINS, TRUSTEE OF THE HOSKINS GRANTOR RETAINED ANNUITY TRUST BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 200411085 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOT 7 AND LOT 10 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 52, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 135.047 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the northwest line of the above described Hoskins Tract and the southwest right-of-way line of Privada Drive (50 feet wide) as shown on the plat of ESCONDIDO, a subdivision recorded in Cabinet 1, Page 66-A of the Plat Records of Bastrop County, Texas, at the most easterly corner of Lot 20 of said ESCONDIDO, for the most northerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, leaving the southeast line of said ESCONDIDO, over and across said Hoskins Tract and with the apparent southwest right-of-way line of said Privada Drive, S 47°24'40" E a distance of 31.39 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on a southeast line of said Hoskins Tract and the northwest line of THOUSAND OAKS, a subdivision recorded in Cabinet 1, Page 129-A of the Plat Records of Bastrop County, Texas, at the intersection with the southeast right-of-way line of Elm Forest Loop (called 12 varas wide) as recorded in Volume 55, Page 223 of the Deed Records of Bastrop County, Texas, and as shown on said ESCONDIDO and said THOUSAND OAKS, for an exterior corner of the herein described tract;

THENCE, with a southeast line of said Hoskins Tract and the northwest line of said THOUSAND OAKS, S 43°23'38" W a distance of 65.41 feet to a 1/2-inch iron rod found at an interior corner of said Hoskins Tract, and at the most westerly corner of said THOUSAND OAKS, for an interior corner of the herein described tract;

THENCE, with the northeast line of said Hoskins Tract and the southwest line of said THOUSAND OAKS, S 46°56'10" E a distance of 1,427.18 feet to a 1/2-inch iron rod found at the most southerly corner of Lot 53 and the most westerly corner of Lot 52, both of said THOUSAND OAKS, for an angle point;

THENCE, continuing with the northeast line of said Hoskins Tract and the southwest line of said THOUSAND OAKS, S 47°03'28" E a distance of 206.43 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most easterly corner of the herein described tract, from which a 3/8-inch iron rod found at the most southerly corner of Lot 48 and the most westerly corner of Lot 47, both of said THOUSAND OAKS, bears S 47°03'28" E a distance of 1,016.21 feet;

THENCE, leaving the southwest line of said THOUSAND OAKS, over and across said Hoskins Tract, S 43°03'50" W a distance of 2,814.94 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said Hoskins Tract, S 60°51'43" W a distance of 490.04 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most southerly corner of the herein described tract;

THENCE, continuing over and across said Hoskins Tract, N 62°12'25" W a distance of 1,071.49 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Hoskins Tract, S 27°47'35" W a distance of 215.08 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said Hoskins Tract, S 77°52'25" W a distance of 373.22 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said Hoskins Tract, N 84°51'25" W a distance of 407.47 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the northwest line of said Hoskins Tract and the southeast line of Lot 22, THE RANCH, a subdivision recorded in Cabinet 1, Page 74-B of the Plat Records of Bastrop County, Texas, for the most westerly corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most westerly corner of said Hoskins Tract, and at the most northerly corner of a called 100.842 acre tract of land described as Tract 1 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in Document Number 202114074 of the Official Public Records of Bastrop County, Texas, bears S 43°08'04" W a distance of 314.84 feet;

THENCE, with the northwest line of said Hoskins Tract and the southeast line of said THE RANCH, N 43°08'04" E a distance of 204.63 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most easterly corner of said THE RANCH, at the most southerly corner of FOREST LAKES, a subdivision recorded in Cabinet 1, Page 164-A of the Plat Records of Bastrop County, Texas, and at the most southerly terminus of Lakeview Drive (50 feet wide) as dedicated by said FOREST LAKES, for an angle point, from which a found flagged 3/8-inch iron rod extruding from the ground bears N 38°18'55" W a distance of 2.42 feet;

THENCE, continuing with the northwest line of said Hoskins Tract, S 84°13'54" E a distance of 34.74 feet to 1/2-inch iron rod with cap stamped "BGE Inc" set at an angle point, from which a found flagged t-post bears N 40°56'38" W a distance of 2.76 feet;

THENCE, continuing with the northwest line of said Hoskins Tract, N 42°44'59" E a distance of 1,113.08 feet to a 1/2-inch iron rod found at the most southerly corner of said ESCONDIDO, for an angle point;

THENCE, continuing with the northwest line of said Hoskins Tract and the southeast line of said ESCONDIDO the following eight (8) courses:

- 1) N 43°11'44" E a distance of 720.41 feet to an 8-foot tall 10-inch by 10-inch concrete pillar found at the most easterly corner of Lot 39 of said ESCONDIDO, and at the most southerly terminus of Escondido Drive (50 feet wide) as dedicated by said ESCONDIDO, for an angle point;
- 2) N 43°40'05" E a distance of 48.94 feet to a 5/8-inch iron rod found at the most easterly terminus of said Escondido Drive, and at the most southerly corner of Lot 29 of said ESCONDIDO, for an angle point;

- 3) N 43°09'00" E a distance of 456.59 feet to a 5/8-inch iron rod found for an angle point;
- 4) N 43°03'58" E a distance of 629.59 feet to a 1/2-inch iron rod found for an angle point;
- 5) N 43°30'21" E a distance of 145.94 feet to a 1/2-inch iron rod found at the most easterly corner of said Lot 29, and at the most southerly corner of Lot 20 of said ESCONDIDO, for an angle point;
- 6) N 43°01'51" E a distance of 681.62 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 7) N 07°13'53" E a distance of 52.30 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point; and
- 8) N 43°23'23" E a distance of 328.55 feet to the **POINT OF BEGINNING** and containing 135.047 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by BGE Inc., under my supervision on February 8, 2022 and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, Texas Central Zone 4203.



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Austin, Texas 78728
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TBPLS Licensed Surveying Firm No. 10106502

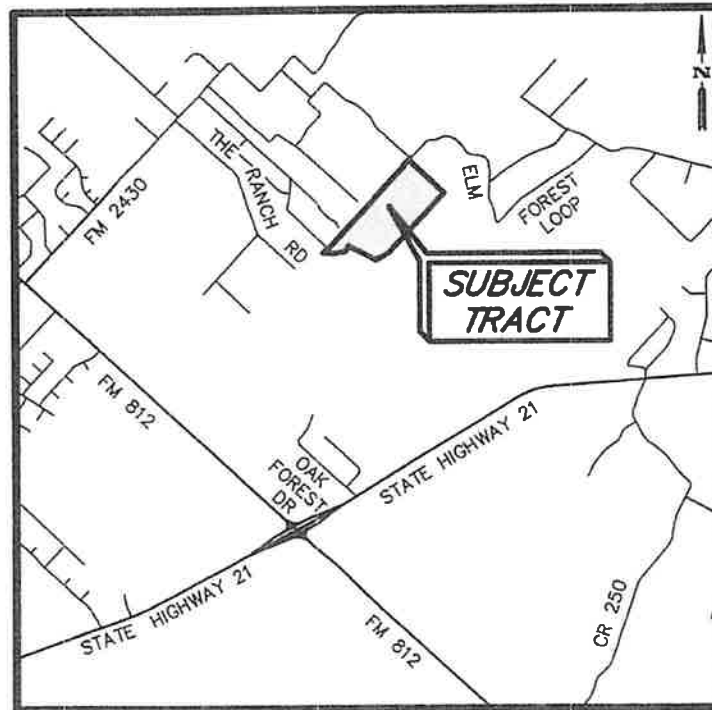


6/15/2022

Date

Client: CTX Management Holdings
Date: June 15, 2022
Job No: 9827-00

EXHIBIT B



NOT TO SCALE

LOCATION MAP
BASTROP ETJ RELEASE
135.047 ACRES

**BGE, Inc.**

101 West Louis Henna Blvd. Suite 400
Austin, Texas 78728

Tel: 512-879-0400 • www.bgeinc.com

TBPELS Registration No. F-1046

TBPELS Licensed Surveying Firm No. 10106502

EXHIBIT C

BASTROP CENTRAL APPRAISAL DISTRICT

CERTIFICATE OF OWNERSHIP

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

I, the undersigned, hereby certify that I have examined the appraisal rolls of Bastrop County, Texas, and find that, as of June 3, 2024, the property described and attached hereto, is assessed on the appraisal rolls of Bastrop County, Texas, for the tax year 2024 in the name(s) of:

CTX SPE 4 LP

| <u>OWNER/ACCOUNT</u> | <u>ACREAGE</u> | <u>VALUE</u> |
|----------------------|----------------|--------------|
| 8729059 | 135.047 | \$ 1,333,730 |
| | | |
| | | |

CERTIFIED this 3rd day of June, 2024.

By: Faun Cullens

Name: Faun Cullens

Title: Chief Appraiser

EXHIBIT A

Hoskins ALTA
135.047 AcresMETES & BOUNDS DESCRIPTIONS

FIELD NOTES FOR A 135.047 ACRE TRACT OF LAND OUT OF THE REUBEN GAGE SURVEY, ABSTRACT NO. 31, THE HIRAM BEALES SURVEY, ABSTRACT NO. 12, AND THE ISAAC LINDSEY SURVEY, ABSTRACT NO. 226, ALL OF BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 808.872 ACRE TRACT OF LAND AS CONVEYED TO FREDDIE WAYNE HOSKINS, TRUSTEE OF THE HOSKINS GRANTOR RETAINED ANNUITY TRUST BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 200411085 OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, AND BEING A PORTION OF LOT 7 AND LOT 10 OF MARK YOUNG RANCH, A SUBDIVISION AS REFERENCED IN VOLUME 52, PAGE 351 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 135.047 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the northwest line of the above described Hoskins Tract and the southwest right-of-way line of Privada Drive (50 feet wide) as shown on the plat of ESCONDIDO, a subdivision recorded in Cabinet 1, Page 66-A of the Plat Records of Bastrop County, Texas, at the most easterly corner of Lot 20 of said ESCONDIDO, for the most northerly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, leaving the southeast line of said ESCONDIDO, over and across said Hoskins Tract and with the apparent southwest right-of-way line of said Privada Drive, S 47°24'40" E a distance of 31.39 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on a southeast line of said Hoskins Tract and the northwest line of THOUSAND OAKS, a subdivision recorded in Cabinet 1, Page 129-A of the Plat Records of Bastrop County, Texas, at the intersection with the southeast right-of-way line of Elm Forest Loop (called 12 varas wide) as recorded in Volume 55, Page 223 of the Deed Records of Bastrop County, Texas, and as shown on said ESCONDIDO and said THOUSAND OAKS, for an exterior corner of the herein described tract;

THENCE, with a southeast line of said Hoskins Tract and the northwest line of said THOUSAND OAKS, S 43°23'38" W a distance of 65.41 feet to a 1/2-inch iron rod found at an interior corner of said Hoskins Tract, and at the most westerly corner of said THOUSAND OAKS, for an interior corner of the herein described tract;

THENCE, with the northeast line of said Hoskins Tract and the southwest line of said THOUSAND OAKS, S 46°56'10" E a distance of 1,427.18 feet to a 1/2-inch iron rod found at the most southerly corner of Lot 53 and the most westerly corner of Lot 52, both of said THOUSAND OAKS, for an angle point;

THENCE, continuing with the northeast line of said Hoskins Tract and the southwest line of said THOUSAND OAKS, S 47°03'28" E a distance of 206.43 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most easterly corner of the herein described tract, from which a 3/8-inch iron rod found at the most southerly corner of Lot 48 and the most westerly corner of Lot 47, both of said THOUSAND OAKS, bears S 47°03'28" E a distance of 1,016.21 feet;

THENCE, leaving the southwest line of said THOUSAND OAKS, over and across said Hoskins Tract, S 43°03'50" W a distance of 2,814.94 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said Hoskins Tract, S 60°51'43" W a distance of 490.04 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for the most southerly corner of the herein described tract;

THENCE, continuing over and across said Hoskins Tract, N 62°12'25" W a distance of 1,071.49 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an interior corner of the herein described tract;

THENCE, continuing over and across said Hoskins Tract, S 27°47'35" W a distance of 215.08 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said Hoskins Tract, S 77°52'25" W a distance of 373.22 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;

THENCE, continuing over and across said Hoskins Tract, N 84°51'25" W a distance of 407.47 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set on the northwest line of said Hoskins Tract and the southeast line of Lot 22, THE RANCH, a subdivision recorded in Cabinet 1, Page 74-B of the Plat Records of Bastrop County, Texas, for the most westerly corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most westerly corner of said Hoskins Tract, and at the most northerly corner of a called 100.842 acre tract of land described as Tract 1 as conveyed to Cedar Creek East LP by Special Warranty Deed recorded in Document Number 202114074 of the Official Public Records of Bastrop County, Texas, bears S 43°08'04" W a distance of 314.84 feet;

THENCE, with the northwest line of said Hoskins Tract and the southeast line of said THE RANCH, N 43°08'04" E a distance of 204.63 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the most easterly corner of said THE RANCH, at the most southerly corner of FOREST LAKES, a subdivision recorded in Cabinet 1, Page 164-A of the Plat Records of Bastrop County, Texas, and at the most southerly terminus of Lakeview Drive (50 feet wide) as dedicated by said FOREST LAKES, for an angle point, from which a found flagged 3/8-inch iron rod extruding from the ground bears N 38°18'55" W a distance of 2.42 feet;

THENCE, continuing with the northwest line of said Hoskins Tract, S 84°13'54" E a distance of 34.74 feet to 1/2-inch iron rod with cap stamped "BGE Inc" set at an angle point, from which a found flagged t-post bears N 40°56'38" W a distance of 2.76 feet;

THENCE, continuing with the northwest line of said Hoskins Tract, N 42°44'59" E a distance of 1,113.08 feet to a 1/2-inch iron rod found at the most southerly corner of said ESCONDIDO, for an angle point;

THENCE, continuing with the northwest line of said Hoskins Tract and the southeast line of said ESCONDIDO the following eight (8) courses:

- 1) N 43°11'44" E a distance of 720.41 feet to an 8-foot tall 10-inch by 10-inch concrete pillar found at the most easterly corner of Lot 39 of said ESCONDIDO, and at the most southerly terminus of Escondido Drive (50 feet wide) as dedicated by said ESCONDIDO, for an angle point;
- 2) N 43°40'05" E a distance of 48.94 feet to a 5/8-inch iron rod found at the most easterly terminus of said Escondido Drive, and at the most southerly corner of Lot 29 of said ESCONDIDO, for an angle point;

- 3) N 43°09'00" E a distance of 456.59 feet to a 5/8-inch iron rod found for an angle point;
- 4) N 43°03'58" E a distance of 629.59 feet to a 1/2-inch iron rod found for an angle point;
- 5) N 43°30'21" E a distance of 145.94 feet to a 1/2-inch iron rod found at the most easterly corner of said Lot 29, and at the most southerly corner of Lot 20 of said ESCONDIDO, for an angle point;
- 6) N 43°01'51" E a distance of 681.62 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point;
- 7) N 07°13'53" E a distance of 52.30 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set for an angle point; and
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TBPLS Licensed Surveying Firm No. 10106502



6/15/2022

Date

Client: CTX Management Holdings
Date: June 15, 2022
Job No: 9827-00



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve the first reading of Ordinance No. 2024-21 of the City Council of the City of Bastrop, Texas amending Appendix A – Fee Schedule, Section A14.01.001 – Subdivision, Public Improvement Inspections; establishing a repealing clause; providing severability; and providing an effective date.

STAFF REPRESENTATIVE:

Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

House Bill 3492 of the 88th Session of the Texas Legislature has placed mandatory requirements on municipalities where cities may no longer base any inspection fees for constructing or improving public infrastructure for a subdivision lot on the cost, or value, of the infrastructure project. Additionally, cities may no longer require an applicant to disclose information related to the cost or value of a public infrastructure project for city acceptance of the subdivision or infrastructure project. To ensure compliance with HB 3492 Appendix A – Fee Schedule, Section A14.01.001 – Subdivision, Public Improvement Inspections; will need to be amended by the City Council to comply with HB 3492.

POLICY EXPLANATION:

The purpose of the proposed fee update is to ensure the City is still collecting enough revenue in development inspection fees to offset the expense the City incurs for providing inspection services while complying with House Bill 3492. The City currently bases our Public Improvement Inspection fee on the cost of the improvements, House Bill 3492 now prohibits that practice.

Specifically, House Bill 3492 states:

- b) A municipality may not consider the cost of constructing or improving the public infrastructure for a subdivision, lot, or related property development in determining the amount of a fee subject to this section. The municipality shall determine the fee by considering the municipality's actual cost to, as applicable, review and process the engineering or construction plan or to inspect the public infrastructure improvement.
- c) A municipality's actual cost for reviewing and processing an engineering or construction plan or inspecting a public infrastructure improvement under Subsection (b) is calculated as the lowest amount of:
 - 1) the fee that would be charged by a qualified, independent third-party entity for those services;
 - 2) the hourly rate for the estimated actual direct time of the municipality's employees performing those services; or
 - 3) the actual costs assessed to the municipality by a third-party entity that provides those services to the municipality.

City staff has reviewed current development fees and are recommending changes to the fee schedule to ensure fees are structured to adequately reflect the cost of services associated with providing the related services to meet the mandates of House Bill 3492.

The proposed changes in fees are summarized in the chart below.

| APPLICATION | FEE |
|--|--|
| Public Improvement Inspections | 3.5% of total cost of improvement**, \$2,500 minimum |
| Public Improvement Inspections - First 100 acres | \$1,500 per acre |
| Public Improvement Inspections – Next 150 acres | \$750 per acre |
| Public Improvement Inspections – All additional acres over 250 acres | \$325 per acre |
| Erosion and Sedimentation Controls | \$1.00 per linear foot |
| Off-site Infrastructure | \$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.) |
| Re-Inspection Fee | \$150.00 per hour |

FUNDING SOURCE: N/A

RECOMMENDATION:

Consider action to approve the first reading of Ordinance No. 2024-21 of the City Council of the City of Bastrop, Texas amending Appendix A – Fee Schedule, Section A14.01.001 – Subdivision, Public Improvement Inspections; establishing a repealing clause; providing severability; and providing an effective date.

ATTACHMENTS:

- Ordinance
- Comparison of Existing & Proposed Permitting, Inspection & Development Fees
- City of Hutto Fee Schedule

ORDINANCE NO. 2024-21

AMENDING FEE SCHEDULE SECTION A14.01.001, SUBDIVISION, PUBLIC IMPROVEMENT INSPECTIONS FEES

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES, APPENDIX A – FEE SCHEDULE, SECTION A14.01.001 – SUBDIVISION, PUBLIC IMPROVEMENT INSPECTIONS; ESTABLISHING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

- WHEREAS,** Due to the passage of House Bill 3492 (HB 3492), of the 88th Session of the Texas Legislature (now codified in Texas Local Government Code Section 212.906) , the City may not consider the cost of constructing or improving the public infrastructure for a subdivision, lot, or related property development in determining the amount of a fee imposed by the City for inspections of such public improvements; and
- WHEREAS,** Under HB 3492, the City shall determine the fee for inspecting public infrastructure improvement by considering the municipality's actual cost to, as applicable, review and process the engineering or construction plan or to inspect the public infrastructure improvement; and
- WHEREAS,** To determine the City's actual costs and to set the fees in compliance with HB 3492, the City may consider: (1) the fee that would be charged by a qualified, independent third-party entity for those services; (2) the hourly rate for the estimated actual direct time of the City's employees performing those services; or (3) the actual costs assessed to the City by a third-party entity that provides those services to the City; and
- WHEREAS,** In order to ensure compliance with HB 3492, the City Council finds it is necessary to amend certain provisions of the City of Bastrop Code of Ordinances, Appendix A – Fee Schedule, Section A14.01.001 – Subdivision, Public Improvement Inspections, to amend the fees the City imposes for inspections of public improvements; and
- WHEREAS,** To determine the amended fee rates for public improvement inspections, the City has considered the City's actual costs for such inspections based on the fee that would be charged by qualified, independent third-party entities for those services, and based on actual costs assessed to the City by a third-party entity that provides those services to the City.

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

- Section 1.** Findings of Fact: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.
- Section 2.** Amendment: The City of Bastrop Code of Ordinances, Appendix A – Fee Schedule, Section A14.01.001, Subdivision, Public Improvement Inspections, is

hereby amended to read as follows, with struck-through text to be deleted from the Code and replaced with the following text shown in red:

APPENDIX A - FEE SCHEDULE

| APPLICATION | FEE |
|---|---|
| Public Improvement Inspections | 3.5% of total cost of improvement**, \$2,500 minimum- |
| Public Improvement Inspections - First 100 acres | \$1,500 per acre |
| Public Improvement Inspections – Next 150 acres | \$750 per acre |
| Public Improvement Inspections – All additional acres over 250 acres | \$325 per acre |
| Erosion and Sedimentation Controls | \$1.00 per linear foot |
| Off-site Infrastructure | \$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.) |
| Re-Inspection Fee | \$150.00 per hour |

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

Section 4. Severability: If any 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 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 immediately after its final passage and any publication in accordance with the requirements of the City of Bastrop and the laws of the State of Texas.

Section 7. Proper Notice and 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.

[Signature Page to Follow]

READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 23rd day of July 2024.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 13th day of August 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Proposed Fee Structure

Acres 16.7 - Total Cost & Quantities from Developer:

| APPLICATION | FEE |
|--|--|
| Public Improvement Inspections | 3.5% of total cost of improvement**, \$2,500 minimum |
| Public Improvement Inspections - First 100 acres | \$1,500 per acre |
| Public Improvement Inspections – Next 150 acres | \$750 per acre |
| Public Improvement Inspections – All additional acres over 250 acres | \$325 per acre |
| Erosion and Sedimentation Controls | \$1.00 per linear foot |
| Off-site Infrastructure | \$4.00 per linear foot per infrastructure item (i.e. streets, drainage, water, wastewater, etc.) |
| Re-Inspection Fee | \$150.00 per hour |

| WATER IMPROVEMENTS | | | |
|---|----------|------|--------------|
| DESCRIPTION | QUANTITY | UNIT | FEE |
| 8" WATER LINE PVC C-900 | 1673 | LF | \$6,692.00 |
| 8" GATE VALVE | 19 | EA | |
| 16" STEEL ENCASEMENT | 60 | LF | \$240.00 |
| 12" WATER LINE PVC C-900 | 4568 | LF | \$18,272.00 |
| 12" GATE VALVE | 17 | EA | |
| 20" WATER LINE PVC C-900 | 207 | LF | \$828.00 |
| 20" GATE VALVE | 1 | EA | |
| FIRE HYDRANT ASSEMBLY (INCLUDING 6" LEAD AND 6" GV) | 18 | EA | |
| AIR RELEASE VALVE | 4 | EA | |
| AUTOMATIC FLUSH VALVE | 16 | EA | |
| TRENCH SAFETY | 6241 | LF | |
| | | | \$ 26,032.00 |

| WASTEWATER IMPROVEMENTS | | | |
|--------------------------------------|----------|------|--------------|
| DESCRIPTION | QUANTITY | UNIT | FEE |
| 8'-12' - 8" SDR-26 WASTEWATER LINE | 1311 | LF | \$5,244.00 |
| 12'-16' - 8" SDR-26 WASTEWATER LINE | 1083 | LF | \$4,332.00 |
| 12'-16' - 15" SDR-26 WASTEWATER LINE | 750 | LF | \$3,000.00 |
| 16'-20' - 15" SDR-26 WASTEWATER LINE | 996 | LF | \$3,984.00 |
| 16" STEEL ENCASEMENT | 20 | LF | \$80.00 |
| WASTEWATER 4' DIAMETER MANHOLE | 25 | EA | |
| WASTEWATER 5' DIAMETER MANHOLE | 2 | EA | |
| TRENCH SAFETY | 4140 | LF | |
| | | | \$ 16,640.00 |

| DRAINAGE IMPROVEMENTS | | | |
|--------------------------------|----------|------|------------|
| DESCRIPTION | QUANTITY | UNIT | FEE |
| 18-INCH RCP, CLASS III PIPE | 1396 | LF | \$5,584.00 |
| 24-INCH RCP, CLASS III PIPE | 881 | LF | \$3,524.00 |
| 30-INCH RCP, CLASS III PIPE | 573 | LF | \$2,292.00 |
| 36-INCH RCP, CLASS III PIPE | 515 | LF | \$2,060.00 |
| 42-INCH RCP, CLASS III PIPE | 1943 | LF | \$7,772.00 |
| 48-INCH RCP, CLASS III PIPE | 921 | LF | \$3,684.00 |
| 54-INCH RCP, CLASS III PIPE | 563 | LF | \$2,252.00 |
| 2'X1' BOX CULVERT | 208 | LF | \$832.00 |
| 4'X4' BOX CULVERT | 1774 | LF | \$7,096.00 |
| 5'X5' BOX CULVERT | 442 | LF | \$1,768.00 |
| 6'X6' BOX CULVERT | 579 | LF | \$2,316.00 |
| 7'X6' BOX CULVERT | 214 | LF | \$856.00 |
| 4'X4' AREA INLET | 2 | EA | |
| 10 CURB INLET | 23 | EA | |
| 48-INCH DIAMETER SEWER MANHOLE | 2 | EA | |
| 60-INCH DIAMETER SEWER MANHOLE | 7 | EA | |
| 72-INCH DIAMETER SEWER MANHOLE | 14 | EA | |
| 6 x 6 CONCRETE BOX MANHOLE | 3 | EA | |
| 7 x 7 CONCRETE BOX MANHOLE | 1 | EA | |

| | | |
|---------------|----------------------|--|
| Totals: | | |
| \$ 25,050.00 | base | |
| \$ 26,032.00 | water | |
| \$ 16,640.00 | ww | |
| \$ 40,036.00 | drainage | |
| \$115,148.00 | st | |
| \$ 27,486.00 | erosion | |
| \$ 15,372.00 | water (2) | |
| \$ 6,888.00 | erosion (2) | |
| \$ 51,072.00 | ww (2) | |
| \$ 25,536.00 | erosion (3) | |
| \$ 349,260.00 | total inspection fee | |

| | |
|---------------|----------------|
| \$ 349,260.00 | New Fee |
| \$ 334,827.97 | Old Fee |
| \$ 14,432.03 | Fee Difference |

PROPOSED FEE>

| | | | |
|---|----------|------|---------------|
| 8 x 8 CONCRETE BOX MANHOLE | 4 | EA | |
| 24" HEADWALL | 1 | EA | |
| 30" HEADWALL | 1 | EA | |
| 36" HEADWALL | 2 | EA | |
| 42" HEADWALL | 1 | EA | |
| 48" HEADWALL | 1 | EA | |
| 54" HEADWALL | 1 | EA | |
| 60" HEADWALL | 1 | EA | |
| 24-INCH SET | 4 | EA | |
| DETENTION POND 1 | 1 | LS | |
| DETENTION POND 2 | 1 | LS | |
| TRENCH SAFETY | 10009 | LF | |
| | | | \$ 40,036.00 |
| STREET/SITE IMPROVEMENTS | | | |
| DESCRIPTION | QUANTITY | UNIT | FEE |
| SUBGRADE PREPARATION, CEMENT STABILIZED (1.5' OVERB | 27224 | SY | |
| CLEARING AND GRUBBING | 26 | AC | |
| FLEXIBLE BASE 8-INCH THICKNESS (3' OVERBUILD) | 4439 | SY | |
| HMAC 2-INCH THICKNESS (Neighborhood) | 3228 | SY | |
| FLEXIBLE BASE 12-INCH THICKNESS (3' OVERBUILD) | 22785 | SY | |
| HMAC 2-INCH THICKNESS (Connector/Avenue) | 15068 | SY | |
| CURB AND GUTTER | 28787 | LF | \$115,148.00 |
| STREET SIGNAGE AND STRIPING | 1 | LS | |
| EXCAVATION | 42352 | CY | |
| EMBANKMENT | 15569 | CY | |
| | | | \$ 115,148.00 |
| EROSION CONTROLS | | | |
| DESCRIPTION | QUANTITY | UNIT | FEE |
| HYDROMULCH SEEDING FOR EROSION CONTROL | 85,399 | SY | |
| 4-INCH TOP SOIL FOR ALL DISTURBED AREAS | 85,399 | SY | |
| STABILIZED CONSTRUCTION ENTRANCE | 1 | EA | |
| SILT FENCE | 27486 | LF | \$27,486.00 |
| SLOPE MATTING | 18924 | SY | |
| TREE PROTECTION | 1 | LS | |
| INLET PROTECTION | 25 | EA | |
| | | | \$ 27,486.00 |
| WATER IMPROVEMENTS (Valverde Connection to EST on RR20) | | | |
| DESCRIPTION | QUANTITY | UNIT | FEE |
| 20" WATER LINE PVC C-900 | 3444 | LF | \$13,776.00 |
| 20" GATE VALVE | 5 | EA | |
| BORE ACROSS HWY 71, 16" WL w/carrier, casing, bore pits | 399 | LF | |
| Connection to Storage Tank | 1 | LS | |
| FIRE HYDRANT ASSEMBLY (INCLUDING 6" LEAD AND 6" GV) | 7 | EA | |
| AIR RELEASE VALVE | 1 | EA | |
| AUTOMATIC FLUSH VALVE | 2 | EA | |
| TRENCH SAFETY | 3444 | LF | |
| | | | \$ 15,372.00 |
| EROSION AND SEDIMENATION CONTROLS - WATER | | | |
| DESCRIPTION | QUANTITY | UNIT | FEE |
| CONSTRUCTION ENTRANCE | 2 | EA | |
| SILT FENCE | 6,888 | LF | |
| CLEARING AND GRUBBING | 2 | AC | |
| RESTORATION & REVEGETATION | 7,653 | SY | |
| | | | \$ 6,888.00 |
| WASTEWATER IMPROVEMENTS | | | |
| DESCRIPTION | QUANTITY | UNIT | FEE |
| 6" FORCE MAIN PVC | 6269 | LF | \$25,076.00 |
| 8" FORCE MAIN PVC | 6273 | LF | \$25,092.00 |
| ENCASED 16" FORCE MAIN PVC | 190 | LF | \$760.00 |

| | | | |
|---|----------|------|--------------|
| ENCASED 18" FORCE MAIN PVC | 36 | LF | \$144.00 |
| ENCASED 20" FORCE MAIN PVC | 190 | EA | |
| WASTEWATER 4' DIAMETER MANHOLE | 1 | EA | |
| AIR RELEASE VALVE | 2 | EA | |
| BORES | 15 | EA | |
| STANDARD FORCEMAIN CLEANOUT | 20 | EA | |
| PHASE 1 LIFT STATION | 1 | EA | |
| TRENCH SAFETY | 12768 | EA | |
| | | | \$ 51,072.00 |
| EROSION AND SEDIMENTATION CONTROLS - WASTEWATER | | | |
| DESCRIPTION | QUANTITY | UNIT | FEE |
| CONSTRUCTION ENTRANCE | 1 | EA | |
| SILT FENCE | 25,536 | LF | \$25,536.00 |
| CLEARING AND GRUBBING | 6 | AC | |
| RESTORATION & REVEGETATION | 28,373 | SY | |
| | | | \$ 25,536.00 |

Sec. A1.002 Appeals

Item 9I.

- 1) Administrative appeal (zoning board of adjustment): \$500.00.**
- 2) All other appeals (city council): \$150.00.**

Sec. A1.003 Subdivision fees

- 1) Development Assessment Review: \$1,100.00
- 2) Preliminary plat: \$1,550.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 3) Preliminary plat revision: 75% of regular major subdivision preliminary plat fee.
- 4) Final plat: \$1,000.00 plus \$25.00 per lot; plus \$20.00 per acre of right-of-way.
- 5) Plat vacation: \$500.00.
- 6) Amended plat of subdivision: \$500.00 plus \$25.00 per lot.
- 7) Plat recordation processing fee: \$50.00 plus Williamson County plat recordation fees.**
- 8) Minor/short form final plat: \$500.00.
- 9) Right-of-way vacation/abandonment/license to encroach (public utility, right-of-way and drainage easement): \$250.00**. Requires amendment plat.
- 10) GIS fee: \$25.00 per application unless otherwise stated herein. \$25 per lot for Preliminary Plats, Amended Plats, and Short Form Plats.**
- 11) Subdivision public improvements/right-of-way construction inspection fee:
 - a) First 100 acres - \$1,500 per acre
 - b) Next 150 acres - \$750 per acre
 - c) All additional acres over 250 acres - \$325 per acre
 - d) Off-site infrastructure - \$7.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)
- 12) Plan extension request (1-year extension): \$250.00.**
- 13) Subdivision public improvements/construction plan review:
 - a) Initial Submittal
 - b) First 100 acres - \$500 per acre
 - c) Next 150 acres \$250 per acre
 - d) All additional acres over 250 acres - \$125 per acre
 - e) Off-site Infrastructure - \$2.50 per linear foot per infrastructure item (i.e., streets, drainage, water, wastewater, etc.)
 - f) Resubmittal (each resubmittal) - \$500 or 10% of initial submittal fee whichever is greater
- 14) Legal lot determination: \$50.00.**
- 15) Subdivision variance: \$300.00.
- 16) Traffic impact analysis: \$400.00 plus professional recovery fee (amount invoiced by the traffic consultant hired by the city).**
- 17) Technology fee: \$25.00 except where indicated by**
- 18) Service extension request application fees:
 - a) Request not requiring city participation: \$200.00.
 - b) Request requiring city participation: \$500.00.
 - c) Technology fee: \$25.00.

Sec. A1.004 Development fees



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-92 of the City Council of the City of Bastrop, Texas; approving the execution of a contract with Texas Disposal Systems for Solid Waste and Recycling Services; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop, a community with a population of approximately 12,000 residents, places a strong emphasis on providing top-tier municipal services, including Solid Waste and Recycling Services. The current contract governing these services is scheduled to expire on August 31, 2024, covering Residential Services, Commercial Services, Roll-off Services, and City Services. The incumbent Contractor is tasked with managing the Disposal of Solid Waste and Bulk Waste, as well as Processing Program Recyclable Materials collected within the City.

On April 29, 2024, an official Request for Proposals (RFP) was issued for the Solid Waste and Recycling Services Contract, with a submission deadline of May 30, 2024. After receiving four (4) bids and two (2) no bid submittals, staff meticulously evaluated the submissions against the criteria specified in the RFP document. Subsequently, two (2) Proposers were singled out for interviews. Texas Disposal Systems and Waste Connections Lone Star underwent interviews with staff on June 24, 2024, leading to the recommendation to the City Council for the City Manager to commence negotiations with Texas Disposal Systems.

Upon the conclusion of negotiations, Staff recommends that the City Council approve the contract with Texas Disposal Systems for the provision of Solid Waste and Recycling Services.

The City of Bastrop is set to enter into a Solid Waste and Recycling Services Contract with Texas Disposal Systems, Inc. (TDS) for waste management services within the city limits. The contract delineates the obligations of both the City and the Contractor, encompassing aspects such as acceptable waste collection, recycling services, disposal and processing, equipment specifications, dispute resolution, and inspection rights.

The initial term of the contract spans five (5) years, beginning on August 31, 2024, with the option for renewal. The Contractor is granted exclusive rights within the city limits to deliver various waste collection and recycling services for residential, commercial, and municipal facilities. Furthermore, the contract incorporates stipulations regarding equipment requirements, customer service standards, and reporting obligations.

The Contractor is responsible for maintaining adequate equipment, ensuring timely waste collection, managing disposal and processing activities in compliance with regulations, and

addressing complaints or damages promptly. The City retains the authority to inspect the Contractor's facilities, equipment, and records to verify adherence to the contract terms.

The contract is designed to ensure effective and environmentally conscious waste management services for the City of Bastrop, incorporating provisions for customer service excellence, equipment upkeep, and operational transparency. The city staff recommends the approval of the Solid Waste and Recycling Services Contract with TDS based on its alignment with the city's waste management objectives and service excellence benchmarks.

FISCAL IMPACT:

Based on the contract fees will remain the same or less than current rate of \$18.59 a month.

RECOMMENDATION:

Recommend approve Resolution No. R-2024-92 of the City Council of the City of Bastrop, Texas; approving the execution of a contract with Texas Disposal Systems for Solid Waste and Recycling Services; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

1. Resolution No. R-2024-92
2. Draft Contract agreement with Texas Disposal Systems

RESOLUTION NO. R-2024-92**APPROVING A CONTRACT WITH TEXAS DISPOSAL SYSTEMS, INC.**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AWARDED AND APPROVING A CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES WITH TEXAS DISPOSAL SYSTEMS, INC.; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PROPER NOTICE & MEETING.

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

WHEREAS, the 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 issued a Request for Proposals for Solid Waste and Recycling Services (the "RFP") on April 29, 2024 which set forth the terms and conditions pursuant to which the City received proposals for consideration in awarding a new contract to provide such services in the City; and

WHEREAS, Texas Disposal Systems, Inc. ("TDS") timely submitted a proposal in response to the RFP on or before May 30, 2024; and

WHEREAS, the City received and evaluated proposals from vendors in response to the RFP; and

WHEREAS, the City has the power to execute the Contract, attached and incorporated herein as **Exhibit A**; and

WHEREAS, TDS has the power to execute the Contract: and

WHEREAS, the City desires to hire TDS to provide those services specified in the Contract; and

WHEREAS, the City has found and determined that the public health, safety, and vitality of the City will be promoted and preserved by retaining TDS for solid waste and recycling services.

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

- Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2. Execution:** The City Council approves and authorizes the execution of the contract with Texas Disposal Systems, Inc., which is attached and incorporated herein as **Exhibit A**.
- Section 3. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
- Section 4. Repealer:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.
- Section 5. Effective Date:** This Resolution shall be in full force and effect from and after its passage.
- Section 6. Proper Notice & Meeting:** 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 23rd 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

CITY OF BASTROP

SOLID WASTE AND RECYCLING SERVICES CONTRACT

This Solid Waste and Recycling Services Contract ("Contract") is entered into as of the _____ day of _____, 2024 ("Effective Date"), between the City of Bastrop, Texas ("City"), acting by and through its duly authorized City Manager, and Texas Disposal Systems, Inc. (TDS) ("Contractor"), a Texas Corporation, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, City issued a Request for Proposals for Solid Waste and Recycling Services (the "RFP"); and

WHEREAS, Contractor timely submitted a proposal in response to the RFP on or before May 30, 2024; and,

WHEREAS, City received and evaluated proposals from vendors in response to the RFP; and,

WHEREAS, City has the power to execute this Contract; and,

WHEREAS, Contractor has the power to execute this Contract; and,

WHEREAS, City desires to hire Contractor to provide those services specified hereinafter; and,

WHEREAS, Contractor desires to provide those services specified hereinafter; and,

NOW, THEREFORE, in consideration of the premises and of the mutual obligations undertaken herein, the Parties hereby agree as follows:

1. DEFINITIONS:

As used herein, the capitalized terms, phrases, words, and their derivatives shall have the meanings as set forth herein.

- 1.1. **Acceptable Solid Waste:** Acceptable Solid Waste shall mean Solid Waste which is not Unacceptable Waste, and which shall be collected within the City pursuant to this Contract. Acceptable Solid Waste shall include Yard Trimmings.
- 1.2. **Applicable Law:** Applicable Law shall mean the terms and conditions of any required permits, licenses and approvals issued for or with respect to Contractor, equipment utilized by Contractor, properties (or any component thereof) utilized by Contractor, or the performance of Contractor's obligations hereunder, and any statute, law constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation,

directive, interpretation, standard or similarly binding authority, which in any case, is or shall be enacted, adopted, promulgated, issued or enforced by a

governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects City, Contractor, any of their equipment or any properties (or any component thereof) utilized by Contractor or the performance of Contractor's obligations hereunder.

- 1.3. **Bag:** Bag shall mean non-dissolvable plastic sack, Kraft bag or other sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store the contents with sufficient wall strength to maintain physical integrity when lifted by the top. Solid Waste shall be stored in a non-dissolvable sack. Total weight of a Bag and its contents shall not exceed fifty (50) pounds.
- 1.4. **Brush:** Brush shall mean Yard Trimmings exceeding two inches (2") in diameter each but not larger than six inches (6") in diameter or longer than four feet (4') in length. Brush does not need to be in Bags or Bundles.
- 1.5. **Bulk Waste:** Bulk Waste shall mean: (i) Acceptable Solid Waste composed of materials not easily contained in a Bag such as, but not limited to Brush, White Goods, furniture, mattresses and box springs, carpet and rugs, lawn equipment (drained of oil and gas), large toys (playhouses, swing sets, bicycles, etc.), large electronics, large appliances, large scrap metal, and other oversized Acceptable Solid Waste; and (ii) Yard Trimmings in Bags or Bundles.
- 1.6. **Bundle:** Bundle shall mean Yard Trimmings securely tied together forming a package that may be easily handled, not to exceed four (4) feet in length or forty (40) lbs. in weight.
- 1.7. **Business Day:** Business Day shall mean any day, Monday through Friday, from 8:00 AM, Central Time until 5:00 PM, Central Time, which is not a holiday designated as such in the Contract.
- 1.8. **Cart:** Cart shall mean a receptacle, whether purchased by the City or the Contractor, equipped with wheels, a lift bar, and lid, with a capacity of approximately ninety-six (96) gallons that can be mechanically dumped into a loader-packer type truck via a fully-automated truck arm (ANSI Z245.60 Type G) or semi- automated truck tipper (ANSI Z245.60 Type B). Carts, if purchased by Contractor, must be purchased with a ten (10) year manufacturer's warranty, and approved for use by City.
- 1.9. **Citizen Collection Station:** Citizen Collection Station shall mean any site designated by the City for drop-off of Acceptable Solid Waste. The City shall have the sole authority to add or eliminate Citizen Collection Stations.
- 1.10. **City Facility:** City Facility shall mean any City owned or operated facility

designated by the Contract Administrator as a City Facility to receive Solid Waste Services, Recycling Services, and/or other services via this Contract. The City has the sole authority to add or eliminate City Facilities.

- 1.11. **Collect or Collection:** Collect or Collection shall mean the act of removing acceptable Solid Waste or Bulk Waste for transport to a Disposal Site or the act of removing Program Recyclable Materials for transport to a Processing Facility.
- 1.12. **Contract:** Contract shall mean this document, including any written amendment thereto, as agreed upon by City and Contractor.
- 1.13. **Contract Year:** Contract Year shall mean the period beginning September 1st of each year and ending on August 31st of the subsequent year for the term of the Contract.
- 1.14. **Commencement Date:** Commencement Date shall mean August 31, 2024, the date on which the Contractor shall begin performing Solid Waste Services and Recycling Services in accordance with this Contract.
- 1.15. **Commercial Cart Service Unit:** Commercial Cart Service Unit shall mean a Commercial Service Unit which receives Solid Waste collection via Cart.
- 1.16. **Commercial Container:** Commercial Container shall mean Dumpsters and Roll- offs.
- 1.17. **Commercial Service Unit:** Commercial Service Unit shall mean all establishments other than Residential Service Units and City Facilities within the corporate limits of the City.
- 1.18. **Construction and Demolition Debris:** Construction and Demolition Debris shall mean waste resulting from construction or demolition projects; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to, paper, cartons, gypsum board, wood, excelsior, rubber, and plastics.
- 1.19. **Contamination:** Contamination shall mean the existence of any material or substance on or contained in Program Recyclable Materials other than Program Recyclable Materials.
- 1.20. **Contract Administrator:** Contract Administrator shall mean the person, or his designee, designated by the City to administer and monitor the provisions of this Contract.
- 1.21. **Contractor's Representative:** Contractor's Representative shall mean an employee of the Contractor designated in charge of Contractor's operations under the Contract and who is authorized to make decisions and act on Contractor's behalf.

- 1.22. **Curbside:** Curbside shall mean a location designated by the Contract Administrator for Collection of Solid Waste and Recyclable Materials from a Residential Service Unit. The location shall be within four (4) feet of the curb or traveled portion of any roadway, including an alley, and outside any fence.
- 1.23. **Customer:** Customer shall mean (i) the City or (ii) owner or tenant of a Residential Service Unit or Commercial Service Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Contract.
- 1.24. **Dispose or Disposal:** Dispose or Disposal shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Solid Waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such Solid Waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater. Contractor shall Dispose of materials at a Disposal Site.
- 1.25. **Disposal Site:** Disposal Site shall mean a Landfill or other Solid Waste management facility permitted under all applicable local, state, and federal laws and regulations for Disposal of Solid Waste. The Disposal Site shall be selected by Contractor.
- 1.26. **Dumpster:** Dumpster shall mean a metal receptacle with a tight-fitting lid and a minimum capacity of approximately two (2) cubic yard, a maximum capacity of ten (10) cubic yards, and designed to be lifted and emptied mechanically into a Collection vehicle. Dumpsters shall be for use only at Commercial Service Units. Contractor shall provide Dumpsters to Customers.
- 1.27. **Dumpster Compactor:** Dumpster Compactor shall mean any Dumpster, regardless of size, which has a compaction mechanism, whether stationery or mobile. Contractor shall provide Dumpster Compactors to Customers on pricing and terms negotiated between Contractor and Customer.
- 1.28. **Effective Date:** Effective Date shall mean the date set forth in the first sentence of this Contract.
- 1.29. **Eligible Disaster Debris:** Eligible Disaster Debris shall mean Solid Waste qualifying for and meeting the most current stipulated requirements for debris removal reimbursement as stipulated by Federal Emergency Management Agency.
- 1.30. **Garbage:** Garbage shall mean Solid Waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

- 1.31. **Hazardous Waste:** Hazardous Waste shall mean any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.32. **Landfill:** Landfill shall mean a Solid Waste management unit where Solid Waste is placed in or on land and which is not a pile, a land treatment unit, a surface impoundment, an injection well, a salt dome formation, a salt bed formation, an underground mine, a cave, or a corrective action management unit.
- 1.33. **Marketing:** Marketing shall mean identification and development of end markets for Recovered Materials, mulch, and compost and the selling of Recovered Materials, mulch, and compost to end markets.
- 1.34. **May:** Something that is permissible but not mandatory.
- 1.35. **Medical Waste:** Medical Waste shall mean, as defined in 30 TAC § 326.3(23), treated and untreated special waste from health care-related facilities that is comprised of animal waste, bulk blood, bulk human blood, bulk human body fluids, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions) from the sources specified in 25 TAC §1.134 (relating to Application), as well as regulated medical waste as defined in 49 Code of Federal Regulations §173.134(a)(5), except that the term does not include medical waste produced on a farm or ranch as defined in 34 TAC §3.296(f) (relating to Agriculture, Animal Life, Feed, Seed, Plants, and Fertilizer), nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants. Health care-related facilities do not include: (A) single or multi-family dwellings; and (B) hotels, motels, or other establishments that provide lodging and related services for the public.
- 1.36. **Multi-family Property:** Multi-family Property shall mean a property (A) located within the City; (B) with more than four separate units for residential dwellings; and (C) designated by the City to receive Solid Waste Collection via Dumpster or Roll-offs.
- 1.37. **Party:** Party shall mean Contractor or City.
- 1.38. **Process or Processed or Processing:** Process or Processed or Processing shall mean recovery of Recyclable Materials, treatment into Recovered Materials, and marketing of Recovered Materials to end markets.
- 1.39. **Processing Facility:** Processing Facility shall mean a facility permitted under all applicable local, state, and federal laws and regulations for

Processing of Recyclable Materials. The Processing Facility shall be selected by the Contractor.

- 1.40. **Program Introduction Notice:** Program Introduction Notice shall mean a public education notice developed by Contractor, approved by City, and printed and distributed by Contractor.
- 1.41. **Program Recyclable Materials:** Program Recyclable Materials shall include, at a minimum the following Recyclable Materials:
- a) **Paper:** Any corrugated cardboard and boxboard containers, food boxes (such as dry food boxes and frozen food boxes), soda and beverage boxes and carriers, shoe boxes, newspaper including slick paper inserts, magazines, catalogs, telephone books, wrapping paper, sticky notes, paperback books, paper bags, Kraft paper, chipboard, junk mail, junk mail inserts, residential mixed paper, high-grade paper, white and colored ledger, copier paper, office paper, laser printer paper, computer paper including continuous-formed perforated white bond or green bar paper, book paper, cotton fiber content paper, duplicator paper, form bond, paper envelopes, facsimile paper, manila folders), and other Recyclable Materials of a similar nature.
 - b) **Plastic:** Any plastic containers #1 through #7 such as bottles, cups, jugs, jars, tubs, bowls, plastic eating utensils, other rigid plastics (such as buckets, baskets, carriers, crates, toys, laundry baskets, lawn furniture, pots and trays, dish drainers, trash cans, etc.), and other Recyclable Materials of a similar nature. Excludes plastic bags and expanded polystyrene.
 - c) **Aluminum and Other Metal:** Any metal beverage container, food can, durable baking tins, empty aerosol cans, , metal or bi-metal container, and other Recyclable Materials of a similar nature with or without paper labels, rings, and caps/lids.
 - d) **Glass:** Any glass bottles, jars, and other Recyclable Materials of a similar nature with or without paper labels, rings, and caps/lids. Excludes window glass, porcelain, china, ceramics, and light bulbs.
- 1.42. **Recovered Materials:** Recovered Materials shall mean Recyclable Materials which have been Processed to market specifications.
- 1.43. **Recyclable Material:** Recyclable Material shall mean a material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or Disposed of rather than recycled,

whereupon it will be Solid Waste, with respect to the person actually abandoning or Disposing of such material.

- 1.44. **Recycling:** Recycling shall mean a process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or Processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.
- 1.45. **Recycling Services:** Recycling Services shall mean the Collection and Processing of Program Recyclable Materials.
- 1.46. **Refuse:** Refuse shall mean Rubbish.
- 1.47. **Residential Service Unit:** Residential Service Unit shall mean a residential dwelling within the service area of the City occupied by a person or group of persons excluding separate units on Multi-Family Properties. A Residential Service Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- 1.48. **Roll-off:** Roll-off shall mean a metal receptacle with a minimum capacity of approximately ten (10) cubic yards, intended for high-volume generation of Solid Waste, including but not limited to Construction and Demolition Debris, and designed to be transported to a Disposal Site by loading of receptacle onto rear of transporting vehicle. Contractor shall provide Roll-offs.
- 1.49. **Roll-off Compactor:** Roll-off Compactor shall mean any Roll-off, regardless of size, which has a compaction mechanism, whether stationary or mobile. Contractor shall provide Roll-off Compactors to Customers.
- 1.50. **Rubbish:** Rubbish shall mean nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible Rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, Yard Trimmings, or similar materials; noncombustible Rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.51. **Scheduled Collection Day:** Scheduled Collection Day shall mean the specific day or days of the week on which Collection shall be provided by Contractor to Customer.
- 1.52. **Set-out:** Set-out shall mean material(s) placed by a Customer for Collection by Contractor.

- 1.53. **Shall:** Something that is mandatory and not discretionary.
- 1.54. **Single Stream:** Single Stream shall mean commingled Recyclable Material and not required to be sorted by the Customer prior to Collection.
- 1.55. **Solid Waste:** Solid Waste shall mean Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; or
 - c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*).
- 1.56. **Solid Waste Services:** Solid Waste Services shall mean the Collection and Disposal of Acceptable Solid Waste.
- 1.57. **Special Event:** Special Event shall mean events sponsored or co-sponsored by the City.

Special Waste: Special Waste shall mean any Solid Waste or combination of Solid Wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and Disposal to protect the human health or the environment. If improperly handled, transported, stored, Processed, or Disposed of or otherwise managed, it may pose a present or potential danger to the human health or the environment. Special wastes are: (A) hazardous waste from conditionally exempt small-quantity generators that may be exempt from full controls under Title 30 Texas Administrative Code Chapter 335, Subchapter N of Title 30 (relating to Household Materials Which Could Be

Classified as Hazardous Wastes); (B) Class 1 industrial nonhazardous waste; (C) untreated medical waste; (D) municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges; (E) septic tank pumpings; (F) grease and grit trap wastes; (G) wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f); (H) slaughterhouse wastes; (I) dead animals; (J) drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste; (K) pesticide (insecticide, herbicide, fungicide, or rodenticide) containers; (L) discarded materials containing asbestos; (M) incinerator ash; (N) soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of 30 TAC §335.521(a)(1) (relating to Appendices); (O) used oil; (P) waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter; (Q) waste generated outside the boundaries of Texas that contains: (i) any industrial waste; (ii) any waste associated with oil, gas, and geothermal exploration, production, or development activities; or (iii) any item listed as a special waste in this paragraph; (R) lead acid storage batteries; and (S) used-oil filters from internal combustion engines.

- 1.58. **Unacceptable Set-out:** Unacceptable Set-out shall mean a Set-out for Collection that does not comply with the requirements of the Contract.
- 1.59. **Unacceptable Set-out Notice:** Unacceptable Set-out Notice shall mean a public education notice developed by Contractor, approved by City, and printed and distributed by Contractor.
- 1.60. **Unacceptable Waste:** Unacceptable Waste shall mean any Solid Waste, the acceptance and handling of which by Contractor would cause a violation of any permit or regulatory requirement, including, but not limited to, Hazardous Waste (except waste Contractor is authorized to Collect and Dispose), Special Waste (except from the City Waste Treatment Plant or as otherwise provided herein), manure (except for incidental quantities), untreated Medical Waste, dead animals (except dead animals intended for human consumption), solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit.
- 1.61. **White Goods:** White Goods shall mean refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

- 1.62. **Yard Trimmings:** Yard Trimmings shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Yard Trimmings specifically excludes Eligible Disaster Debris.

2. **GRANT OF FRANCHISE AND PROHIBITED SERVICES:**

Contractor is hereby granted for the term of this Contract, as defined in Section 3 unless sooner terminated, the exclusive right and privilege and sole obligation within the corporate limits of the City to operate and conduct business for the following:

- (a) Collection and Disposal of Acceptable Solid Waste for Residential Service Units excluding Collection via Roll-offs of less than twenty (20) cubic yards;
- (b) Collection and Processing of Program Recyclable Materials for Residential Service Units;
- (c) Collection and Disposal of Acceptable Solid Waste for Commercial Service Units;
- (d) Collection and Disposal of Acceptable Solid Waste for City Facilities; and
- (e) Collection and Processing of Program Recyclable Materials for City Facilities

Contractor is hereby granted for the term of this Contract, as defined in Section 3 unless sooner terminated, a nonexclusive right and privilege within the corporate limits of the City to conduct business for the following:

- (a) Collection and Disposal of Acceptable Solid Waste for Residential Service Units via Roll-offs of less than twenty (20) cubic yards; and
- (b) Collection and Processing of Program Recyclable Materials for Commercial Service Units.

Contractor is hereby prohibited for the term of this Contract, as defined in Section 3 unless sooner terminated, within the corporate limits of the City to conduct business for the following:

- (a) Collection and Disposal of Acceptable Solid Waste for Customers which City offers such services.

3. **TERM:**

- 3.1. **Initial Term:** Unless sooner terminated in accordance with the Contract, the initial term of this Contract shall be for five (5) years, and shall commence August 31, 2024 at 12:00 AM, Central Time, ("Commencement Date") and shall continue in effect until August 31, 2029 at 11:59 PM, Central Time.

- 3.2. **Optional Renewal Terms:** City may renew this Contract for up to three (3)

additional one (1) year optional renewal terms. Contractor shall provide notice to the City twelve (12) months preceding the scheduled date of expiration of the expiration of the initial term or the then current optional renewal term of this Contract. Contractor may prohibit City from exercising an optional renewal term by providing written notice to the Contract Administrator of Contractor's election to reject a renewal term on or before twelve (12) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract. If Contractor does not provide such written notice to the Contract Administrator on or before twelve (12) months preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract prohibiting City from exercising the optional renewal term, City may upon written notice to Contractor not later than ninety (90) calendar days preceding the scheduled date of expiration of the initial term or the then current optional renewal term of this Contract exercise such optional renewal term by such notice. This provision in no way limits City's right to terminate this Contract at any time during the initial term or any optional renewal term thereof pursuant to the provisions in this Contract.

- 3.3. **Transition Period:** At least thirty (30) calendar days prior to the Commencement Date, Contractor shall cooperate with the City to develop and implement a transition plan, approved by the City's Contract Administrator, to ensure a smooth transition in services from the current provider of services within the City to the Contractor under this Contract.

4. **RESIDENTIAL SERVICE UNIT COLLECTION:**

- 4.1. **Acceptable Solid Waste Collection:** Contractor shall Collect, once per week on a Scheduled Collection Day from Monday through Thursday, from each Residential Service Unit all Acceptable Solid Waste contained in one Acceptable Solid Waste Carts. Upon the receipt of a written work order from the Contract Administrator for collection of additional Acceptable Solid Waste Cart(s) in excess of the one (1) Acceptable Solid Waste Cart from a Residential Service Unit, Contractor shall Collect, once per week on the same Scheduled Collection Day as the Collection of the initial Acceptable Solid Waste Cart, the quantity of additional Acceptable Solid Waste Cart(s) as identified by the Contract Administrator from the respective Residential Service Unit. Upon the receipt of a written work order from the Contract Administrator, Contractor shall discontinue services for the identified additional Acceptable Solid Waste Cart(s) for the respective Residential Service Unit.
- 4.2. **Program Recyclable Materials Collection:** Contractor shall Collect, once per week on the same Scheduled Collection Day as Acceptable Solid Waste Collection is provided to such Residential Service Unit, from each Residential Service Unit all Program Recyclable Materials in, under, or adjacent to that Residential Service Unit's Recycling Cart per Scheduled Collection Day. Upon the receipt of a written work order from the Contract Administrator for collection of

additional Recycling Cart(s) in excess of the one (1) Recycling Cart from a Residential Service Unit, Contractor shall Collect, once per week on the same Scheduled Collection Day as the Collection of the initial Recycling Cart, the quantity of additional Recycling Cart(s) as identified by the Contract Administrator from the respective Residential Service Unit. Upon the receipt of a written work order from the Contract Administrator, Contractor shall discontinue services for the identified additional Recycling Cart(s) for the respective Residential Service Unit.

- 4.3. **Bulk Waste Collection:** Contractor shall Collect, once per week on the same Scheduled Collection Day as Acceptable Solid Waste Collection is provided to such Residential Service Unit, from each Residential Service Unit, from each Residential Service Unit (i) all Yard Trimmings and (ii) the greater of one item or maximum of four (4) cubic yards of other Bulk Waste. If Contractor does not Collect all Bulk Waste Set-out by a Residential Service Unit, Contractor shall (i) leave a Bulk Waste Collection Notice and (ii) Collect the remaining Bulk Waste, excluding Construction and Demolition Debris in excess of one (1) cubic yard, on or before the next Scheduled Collection Day for such Residential Unit. Contractor shall not be required to Collect more than one (1) cubic yard of Construction and Demolition Debris per Residential Service Unit per seven (7) calendar days commencing on the initial Scheduled Collection Day such materials were Set-out. City and Contractor may mutually agree in writing to amend this Contract to provide for separate Collection of Yard Trimmings and other Bulk Waste.
- 4.4. **Roll-off Collection:** Upon request of a Residential Service Unit Customer, Contractor shall provide Roll-off Collection in accordance with Commercial Service Unit Collection described in Section 5.1(c).

5. **COMMERCIAL SERVICE UNIT COLLECTION:**

- 5.1. **Acceptable Solid Waste Collection:** The service level, including, but not limited to, the type of Cart/Container, number of Carts/Containers, frequency of Collection, and Scheduled Collection Days, shall be sufficient to ensure all materials are contained in Carts/Containers. The Contractor Administrator reserves the right to designate the service level.
- a) Commercial Cart Service Unit: Contractor shall Collect from each Commercial Cart Service Unit, all Acceptable Solid Waste contained in Acceptable Solid Waste Carts. Contractor and Customer shall mutually decide on the number and location of Carts. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- b) Commercial Service Units Dumpster Collection: For Commercial Service Units requesting Acceptable Solid Waste Collection via Dumpster(s), Contractor shall Collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste in Dumpsters per Scheduled

Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Dumpsters. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

- c) **Commercial Service Units Roll-off Collection:** For Commercial Service Units requesting Acceptable Solid Waste Collection via Roll-off(s), Contractor shall Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Acceptable Solid Waste in Roll-offs. Contractor and Customer shall mutually decide on the number, size, and location of Roll-offs.

- 5.2. **Program Recyclable Material Collection:** Upon Request of a Commercial Service Unit, including but not limited to Multi-family Property, Customer, Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in, under, or adjacent to Recycling Carts or in Recycling Commercial Containers. Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

6. CITY SERVICES

- 6.1. **No Cost City Services.** The Contractor shall provide City Services at the sole cost of Contractor and shall not bill the City or other person for City Service unless explicitly authorized in this Section. The service level, including, but not limited to, the type of Cart/Container, number of Carts/Containers, frequency of Collection, and Scheduled Collection Days, shall be sufficient to ensure all materials are contained in Carts/Containers. The Contractor Administrator reserves the right to designate the service level.

- a) **City Facilities Solid Waste Collection:** For all City Facilities excluding City Wastewater Treatment Plant and Citizens Collection Station, Contractor shall Collect, on a Scheduled Collection Day(s), all Acceptable Solid Waste in Commercial Containers per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Dumpsters or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.
- b) **City Facilities Program Recyclable Material Collection:** For all City Facilities, Contractor shall Collect, on a Scheduled Collection Day(s), all Program Recyclable Materials in, under, or adjacent to Recycling Carts or in Recycling Commercial Containers per Scheduled Collection Day. Contractor and Customer shall mutually decide on the number, size, and location of Recycling Carts, Dumpsters and/or Roll-offs. In addition, Contractor and the Customer

shall mutually decide on the frequency of Collection and Scheduled Collection Days.

- c) **City Yard Trimming Roll-off.** Contractor shall Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Yard Trimmings in a Roll-off for use by the City. Customer shall solely decide on the size and location of the Roll-off. In addition, the Customer shall solely decide on the frequency of Collection and Scheduled Collection Days.
- d) **City Clean-up Events Solid Waste Roll-off.** Contractor shall Collect, on a Scheduled Collection Day(s) or upon request of Customer, all Acceptable Solid Waste in Roll-offs at two (2) City Clean-up Events per year. Each City Clean-up Event shall be for up to seven (7) consecutive calendar days. For each City Clean-up Event, Contractor shall provide unlimited Collection for twelve (12) Roll-offs of forty (40) cubic yards. Customer shall solely decide on the location of Roll-offs. In addition, the Customer shall solely decide on the frequency of Collection and Scheduled Collection Days.
- e) **City Special Events.** Upon request of Customer, Contractor shall Collect and Dispose of Solid Waste and Collection and Process Program Recyclable Materials from up to five (5) City Special Events per year, provided that Customer gives Contractor written notice of such request at least four (4) weeks prior to the City Special Event, including specification of the level of service needed for the City Special Event.

6.2. **Other City Services.** Upon request of the Contract Administrator, the Contractor shall provide City Services at the reduced rate schedule as reflected in Exhibit 1 for the following City Services.

- a) City Wastewater Treatment Plant(s) Solid Waste Collection (including, but not limited to sludge);
- b) Citizens Collection Station Solid Waste and Bulk Waste Collection;
- c) Non-City Special Events Solid Waste and Program Recyclable Materials Collection, Disposal and Processing, provided that Customer gives Contractor written notice of such request at least four (4) weeks prior to the non-City Special Event, including specification of the level of service needed for the non-City Special Event; and,
- d) City Code Enforcement activities Solid Waste Collection.

Contractor and Customer shall mutually decide on the number, size, and location of Dumpsters or Roll-offs. In addition, Contractor and the Customer shall mutually decide on the frequency of Collection and Scheduled Collection Days.

7. EXCEPTION TO RESIDENTIAL SERVICES SET-OUT RESTRICTIONS:

The Contractor shall Collect all Acceptable Solid Waste, including excess Bags, from each Residential Service Unit for the following days:

- a) first Collection following a holiday as defined by Section 17.2;
- b) first Collection following a move-out or move-in; and
- c) Monday of last full week in December to Saturday of first full week in January.

8. COLLECTION LOCATIONS:

8.1. **Residential Service Unit Collection:** Contractor shall Collect Solid Waste, Program Recyclable Materials, and Bulk Waste Curbside for Residential Service Units excluding Residential Service Units that qualify for special service. Curbside shall not be located in an alley for Bulk Waste Collection. For Residential Service Units that qualify for special service, Contractor shall Collect Solid Waste and Program Recyclable Materials at a location designated by the Contract Administrator. For special service, Contractor's employees shall not be required to enter any gated areas for Collection of Solid Waste and Program Recyclable Materials. The Contract Administrator shall determine who qualifies for special service. Contractor shall return Carts to approximately original location.

8.2. **Commercial Service Unit Collection:** The Commercial Container shall be located at a location reasonably acceptable to Contractor and Customer and subject to approval by Contract Administrator. Contractor shall open the enclosure for the Commercial Container and unlock the Commercial Container prior to Collection. Upon completion of Collection, Contractor shall return all Commercial Containers to approximately original location, lock the Commercial Containers, and close the enclosure for such Commercial Containers.

9. DISPOSAL AND PROCESSING SERVICES:

9.1. **Disposal of Contractor Collected Materials.** Excluding Roll-off, Contractor agrees that the then-current rate schedule as reflected in Exhibit 1 includes the costs for Disposal of Acceptable Solid Waste Collected by Contractor. Disposal of material Collected via Roll-off from Customers other than the City shall be in accordance with the then current Disposal Fee as reflected in Table in Exhibit 1. Unless explicitly authorized in this Contract, Contractor agrees Contractor shall be solely responsible for the costs for Disposal of Acceptable Solid Waste, including but not limited to Bulk Waste, Collected from City Services by Contractor.

9.2. **Processing of Contractor Collected Materials.** Customers may Set-out Single Stream Program Recyclable Materials for Collection. Contractor agrees that the then-current rate schedule as reflected in Exhibit 1 includes the costs for Processing of Program Recyclable Materials, including Single

Stream Program Recyclable Materials, Collected by Contractor. Contractor agrees Contractor shall be solely responsible for the costs for Processing of Program Recyclable Materials Collected from City Services by Contractor.

- 9.3. **Disposal and Processing Capacity:** Contractor shall have and maintain during the term of the Contract, adequate Disposal and Processing capacity for the City's needs.

10. **DISPOSAL AND PROCESSING LOCATIONS:**

The Contractor shall deliver materials Collected to the following locations selected by Contractor and operated in compliance with Applicable Law including rules stipulated by the local, state, and federal laws and regulations including Texas Commission of Environmental Quality and/or the U.S. Environmental Protection Agency:

- a) Acceptable Solid Waste to a Disposal Site; and,
- b) Program Recyclable Materials Collected to a Processing Facility for Program Recyclable Materials.

Contractor shall ensure locations operate and maintain adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming vehicles at the Disposal Sites and Processing Facilities. Contractor shall ensure locations maintain a record containing the gross weight, tare weight, net weight, date, time, and vehicle identification of each vehicle entering and exiting the Disposal Site and Processing Facility. Contractor shall ensure locations weigh, record, and tabulate materials from the City and other generators separately. Contractor shall ensure locations test the scales as required by Applicable Law. At a minimum, Contractor shall ensure locations test the scales every six (6) months. If the scales are unavailable during hours of operation, Contractor shall use the average weight for the route and load of the day from the previous calendar month. Failure of Contractor to meet the requirements set forth in this section of the Contract is a breach of this Contract and may result in termination by City of this Contract with Contractor.

11. **PROCESSING REQUIREMENTS:**

Contractor shall utilize Processing subsystems at the Processing Facility capable of complying with product specifications of secondary materials buyers including, but not limited to, product form, size, weight, density, and degree of Contamination. In addition, Contractor shall utilize processing subsystems at the Processing Facility capable of Processing a minimum of ninety-five percent (95.0%) by weight of Program Recyclable Materials into Recovered Materials monthly. Failure of Contractor to meet the requirements set forth in this section of the Contract is a breach of this Contract and may result in, at City's option, administrative charges and/or termination by City of this Contract.

12. **ADDITION AND DELETION OF PROGRAM RECYCLABLE MATERIALS:**

City reserves the right to add other Recyclable Materials to the program if (i) Processing Facility Processing Program Recyclable Materials Collected via this Contract accepts such material, (ii) Processing Facility Processing Program Recyclable Materials Collected from the City of Austin accepts such material, or (iii) the Parties agree it is economically and technically feasible. In addition, City reserves the right to delete Recyclable Materials from the program if the Parties agree it is economically and technically prohibited.

Parties agree that no increase in fees shall be allowed for the addition of other Recyclable Materials to the program due to the Processing Facility Processing Program Recyclable Materials Collected via this Contract accepting such material. Addition or deletion of Program Recyclable Materials for reasons other than the Processing Facility Processing Program Recyclable Materials Collected via this Contract accepting such material, an increase or decrease in fees, if any, for addition or deletion of Recyclable Materials may be negotiated and implemented as a change in rate schedule by an amendment to this Contract.

13. **COMMINGLING OF MATERIALS PROHIBITED:**

Except, when approved in writing by the Contract Administrator, Contractor shall not commingle Program Recyclable Materials with Solid Waste or other material. Commingling of materials in violation of this section of the Contract is a breach of this Contract and may result in, at City's option, administrative charges and/or termination by City of this Contract.

14. **DISPOSAL OF PROGRAM RECYCLABLE MATERIALS PROHIBITED:**

Contractor shall not Dispose of any Program Recyclable Materials or market Program Recyclable Materials to markets that Contractor knows or reasonably should have anticipated will Dispose of the Program Recyclable Materials except when approved in writing by the Contract Administrator. Disposal of such materials or marketing of such materials to markets that Contractor knows or reasonably should have anticipated will Dispose of such materials, except when approved in writing by the Contract Administrator, is a breach of this Contract and may result in administrative charges and/or termination by City of this Contract with Contractor. Failure of Contractor to meet the requirements set forth in this section of the Contract is a breach of this Contract and may result in, at City's option, administrative charges and/or termination by City of this Contract.

15. **INSPECTION OF SET-OUTS AND UNACCEPTABLE SET-OUTS:**

15.1. **Contractor's Right to Inspect Set-Outs:** Contractor may inspect each Set-out prior to Collection for compliance with the requirements of this Contract.

15.2. **Unacceptable Set-outs:** Prior to Collection of the Set-out, Contractor may designate a Set-out as an Unacceptable Set-out for the following reasons:

- (a) A Set-out exceeds the Set-out limits as established in this Contract; or
- (b) A Set-out of Program Recyclable Materials contains more than twenty-five percent (25%) of non-Recyclable Materials by weight.

Contractor may not designate a Set-out as an Unacceptable Set-out for any reason other than those identified in this section.

If Contractor designates a Set-out or a portion of a Set-out as an Unacceptable Set-out for any of the reasons set forth in this section, Contractor shall:

- (a) Collect the portion of the Set-out that is properly Set-out; and
- (b) Immediately provide an Unacceptable Set-out Notice to the Customer stating the reason the Set-out or portion of the Set-out was designated as an Unaccepted Set-out.

For all Unacceptable Set-outs, Contractor shall provide a written report of the Unacceptable Set-outs including the address, reason Set-out was an Unacceptable Set-out, and other information as requested by Contract Administrator to the Contract Administrator by 10:00 AM, Central Time the next Business Day. If Contractor fails to provide a written report in accordance with this section, Contractor shall be subject to administrative charges as set forth in this Contract.

16. RESIDENTIAL SERVICE UNITS COLLECTION ROUTES:

Contractor shall submit Residential Service Units Collection routes to the Contract Administrator for approval a minimum of thirty (30) calendar days prior to the Commencement Date. Contractor shall not amend, change, or alter the route without Contract Administrator's approval.

17. HOURS OF OPERATION AND HOLIDAYS:

17.1. **Hours of Operation:** Contractor shall provide Collection to Residential Service Units from Monday through Thursday. Collection from Residential Service Units and all other Customers adjacent to Residential Service Units shall begin no earlier than 7:00 AM, Central Time, except that such Collections for schools may begin earlier if authorized by the Contract Administrator. Contractor shall provide Collection for schools as directed by the Contract Administrator. Collection from other Customers shall begin no earlier than 6:00 AM, Central Time. Collections from any Customer shall not occur later than 7:00 PM, Central Time, without approval from Contract Administrator. No Collection shall be made on Sunday, unless requested by a Customer and agreed to by Contractor and Contract Administrator. Contractor Administrator reserves the right to restrict the hours of operation based on complaints.

17.2. **Holidays:** The following shall be holidays for purposes of this Contract: New Year's Day, Memorial Day, Independence Day, Labor Day,

Thanksgiving Day and Christmas Day. Contractor shall observe all of the above-mentioned holidays by suspension of Collection on the holiday. If a holiday occurs on a Scheduled Collection Day for a Residential Service Unit, Contractor shall perform the Collection for the holiday and the remainder of the week ending on Thursday on the next calendar day after the Scheduled Collection Day. If a holiday occurs on a Scheduled Collection Day for a Commercial Service Unit, the Contractor shall perform the Collection for such Customer at the sole discretion of each Customer on the holiday or the next business day (including Saturdays) after the holiday.

18. DAMAGE TO PROPERTY:

Contractor shall take all necessary precautions to protect public and private property during the performance of this Contract. Contractor shall repair or replace any private or public property which is damaged by Contractor's negligence. Contractor shall notify the Contract Administrator of damage to private or public property within twenty-four (24) hours of the earlier of knowledge or notice to Contractor of such damage. In addition, Contractor shall contact the Customer of the private or public property which is damaged within forty-eight (48) hours of the earlier of knowledge or notice to Contractor of such damage. Such property damages shall be resolved by Contractor either by repair or replacement, at no charge to the property owner, within a reasonable amount of time agreed upon by property owner, City and Contractor, and any replacement of property shall be accomplished with property of the same or equivalent value at the time of the damage.

If Contractor fails to address the repair or replacement of damaged property within agreed upon timeframe, the Contract Administrator may, but shall not be obligated to, repair or replace such damaged property, and the cost of doing so shall be deducted from any payment to be made to Contractor by City.

Within fifteen (15) Business Days of the Effective Date, Contractor shall submit for approval to the Contract Administrator a procedure for management of property damage consistent with the requirements set forth in this Contract.

19. COMPLAINTS AND OFFICE:

19.1. Complaints: Customer complaints shall be directed to City, and City shall notify Contractor via email of such complaints. Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints and shall provide the City, on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations cannot be disproved, Contractor shall arrange for Collection on the next Business Day after receipt of such complaint.

- 19.2. **Local Office:** Contractor shall maintain an office within seventy (70) street miles of City Hall (the "Local Office"). Contractor shall ensure the Local Office may be contacted by telephone without charge. The Local Office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 AM, Central Time and the later of 5:00 PM, Central Time or completion of Collection from Residential Service Units, Monday through Friday. For after office hours, the Local Office must have a voicemail system. Voicemails from Customers shall be returned on the next Business Day.

20. **EQUIPMENT AND CONTRACTOR'S REPRESENTATIVE:**

- 20.1. **Carts for Residential Service Units:** The City maintains the right to purchase the Carts for Residential Service Units separate from this Contract; however, the Contractor would maintain responsibility for distribution, storage, ongoing repair, replacement, warranty issues, and other requirements for the Carts if the City elects to purchase the Carts separate from this Contract. The City's shall provide the Contractor written notice of the City's election to purchase Carts separate from this Contract at least thirty (30) calendar days before the Commencement Date. If the City does not elect to purchase the Carts separate from this Contract, then Contractor shall, at its sole cost and expense, agrees to purchase all new Carts necessary to adequately, efficiently, and properly provide the services to Customers in accordance with this Contract. Carts, if purchased by Contractor, must be purchased with a ten (10) year manufacturer's warranty, and approved for use by City. Carts for Customers, including new Customers and existing Customers, shall meet the following requirements:

- (a) Approximate capacity of 96 gallons;
- (b) Blue in color for Acceptable Solid Waste Carts (as approved by Contract Administrator);
- (c) Green in color for Recycling Carts (as approved by Contract Administrator);
- (d) Contractor logo or other information;
- (e) Full-color in-mold label or decal (as approved by Contract Administrator) of Program Recyclable Materials and non-Program Recyclable Materials, with a minimum size of area of 100 square inches, on Recycling Cart or other methods as approved by Contract Administrator;
- (f) Full-color in-mold label or decal (as approved by Contract Administrator) of Holidays, with a minimum size of area of 100 square inches, on Acceptable Solid Waste Cart or other methods as approved by Contract Administrator;
- (g) Comply with ANSI Standards Z245.30 and Z245.60 (shall be both Type B and Type G complaint);
- (h) Lift bar (replaceable if damaged); and
- (i) Either injection model with high density polyethylene (HDPE) or rotational molded with linear medium density polyethylene (MDPE).

All plastic resin must be UV stabilized.

Contractor shall store all additional and replacement Carts at Contractor's local office to ensure that extra or replacement Carts can be provided upon the request of Contract Administrator. Contractor shall, at its sole cost and expense, assemble and distribute 96 gallon Cart(s) to each Customer prior to the Commencement Date and within two (2) Business Day(s) of the request of the Customer or Contract Administrator. Upon the written work order from the Contract Administrator, Contractor shall exchange the 96 gallon Cart for a 64 gallon Cart for Customers identified in the Work Order within two (2) Business Day(s) of issuance of the Work Order by the Contract Administrator to the Contractor.

For Carts delivered by Contractor, Contractor shall attach a Program Introduction Notice to each Cart prior to delivery to Residential Service Unit or provide a method for the information to be provided as approved by the Contract Administrator.

Contractor's employees shall take care to prevent damage to Carts by unnecessary rough treatment. Contractor shall be solely responsible for the maintenance, including warranty issues, and replacement, including replacement of damaged, lost, or stolen Carts. Contractor shall provide a monthly report to Contract Administrator detailing the Carts delivered and maintenance provided to Carts and provide a monthly report to Contract Administrator for the term of the Contract.

Upon the request of a Customer, Contractor shall deliver, at Contractor's sole cost,

- (i) an additional 96 gallon Cart or
- (ii) swap out the Recycling Cart for a different size Cart that meets requirements of this Contract.

All Carts in the possession of Residential Service Units upon the expiration or termination of this Contract may, at no cost to the City or Customers, become the property of the City, at the City's sole discretion.

- 20.2. **Other Equipment:** Contractor, at its sole cost and expense, agrees to furnish all equipment, excluding equipment explicitly stated in this Contract to be provided by City. Equipment shall include, but is not limited to, trucks, machines, and labor which are reasonably necessary to adequately, efficiently, and properly provide the services in accordance with this Contract.

Excluding Roll-off Collection, Contractor shall provide Collection using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any materials.

For Roll-off Collection, Contractor shall provide Collection using vehicles

equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of materials. Contractor shall maintain such cover in good order and use such cover when going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Contractor shall not overload Collection vehicles as to scatter material.

Contractor shall maintain all vehicles and Collection equipment in a safe and efficient working condition throughout the term of this Contract. Contractor shall maintain, including sanitizing and painting, all vehicles and Collection equipment as often as necessary to preserve and present a clean, professional, and well-kept appearance, and Contractor shall have a regular preventative maintenance program. No third-party advertising shall be permitted on Contractor's vehicles or Collection equipment.

All Collection vehicles must be equipped with back-up cameras and spill kits for oil and hydraulic fluids. All Collection vehicles shall be less than eight (8) years old throughout the term of the Contract. All Collection vehicles shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. Contractor shall maintain Collection vehicles in a neat and sanitary condition; at minimum, Collection vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month.

City may inspect Contractor's equipment at any time to ensure compliance with this Contract. Upon notification from the City, Contractor shall be required to repair or replace equipment that is no longer in acceptable condition for their intended purpose. Contractor shall, upon notification from the City, sanitize or repaint equipment that is unsightly.

- 20.3. **Contractor's Representative:** Contractor shall provide a Contractor's Representative that is qualified, competent, and reliable and authorized to be in charge of operations under this Contract and to make decisions and act on behalf of the Contractor. Contractor shall provide Contract Administrator with twenty-four (24) hour access to Contractor's Representative via a non-toll call from City. Contractor shall not change the Contractor's Representative from the Effective Date until after ninety (90) calendar days after the Commencement Date without request of Contract Administrator or written approval of Contract Administrator. Contractor shall notify City within forty-eight (48) hours of Contractor's knowledge of upcoming change to Contractor's Representative. Contractor shall develop a transition process, subject to the approval of the Contract Administrator, for management of Contractor's Representative's duties during change in Contractor's Representatives.

21. **SPILLAGE AND LEAKAGE, LITTER, AND ODOR**

- 21.1. **Spillage and Leakage:** Contractor shall clean up any materials including

leakage of fluids spilled from Carts, Containers, and Contractor's vehicles, or by Contractor's employees or subcontractors while performing services pursuant to this Contract. During transport, all materials shall be contained, covered, and enclosed so that leaking, spilling, and blowing of materials does not occur. Contractor shall be responsible for the cleanup of any spillage or leakage caused by Contractor, Contractor's vehicles or Contractor's employees or subcontractors while performing services pursuant to this Contract. Contractor shall perform all clean-ups within two (2) hours of the earliest of either the (i) notification of spillage or leakage or (ii) knowledge of spillage or leakage by Contractor or Contractor's employees or subcontractors.

21.2. **Litter:** Contractor shall be required to pick up any and all litter caused by the provision of services in connection with this Contract.

21.3. **Odor:** Contractor shall maintain equipment used for purposes of this Contract in a manner that eliminates odors. Contractor shall routinely clean equipment used for purposes of this Contract by Contractor in a manner that reduces odors.

22. RECORDS AND REPORTS:

Contractor agrees to maintain at the Local Office adequate records relating to the performance of their respective duties under this Contract. Such records shall be made available at any time during reasonable business hours for inspection by the City. At a minimum, Contractor shall create, maintain, and make available records as defined herein and/or required by Applicable Law, and any reports as are reasonably necessary to:

- (a) Document services provided by type of service, Container type, Container size, Collection frequency, fees charges, and other information as requested by Contract Administrator.
- (b) Document number of Residential Service Units Set-outs by Program Recyclable Materials and other information as requested by Contract Administrator.
- (c) Document deliveries of materials by type of material, time delivered to facility, tonnage of material delivered, and other information as requested by Contract Administrator. If materials from City are commingled with materials from other areas, Contractor shall develop a process, subject to the approval of the Contract Administrator, for estimating the tonnage of material delivered from City.
- (d) Document missed Collections, Unacceptable Set-outs, and Bulk Waste Collection Notices on a daily basis by address, time and date for each and the reason and notice for Unacceptable Set-outs.
- (e) Document ownership and maintenance records of all vehicles used to perform the services provided under this Contract.
- (f) Document spills and property damage by date and time of incident, description of incident, date and time of resolution, description of resolution, and other information as requested by Contract

Administrator.

- (g) Customer list by customer name, contact information, address, type of service, Container type, Container size, Collection frequency, and other information as requested by Contract Administrator
- (h) Such other documents and reports as City may reasonably require to verify compliance with the Contract or to meet City's reporting requirements.

Contractor shall provide the City with a monthly report within seven (7) calendar days following the end of the month and an annual report within thirty (30) calendar days following the end of the calendar year summarizing the above information.

23. INSPECTION RIGHTS:

- 23.1. **City's Right to Inspect Records, Books, Data and Documents:** City shall have access, within one (1) Business Day of advanced written notification to Contractor, to all books, records, electronic files, data and documents related to this Contract of Contractor for inspection, and audit, at City's own expense.
- 23.2. **City's Rights to Inspect Facilities and Equipment and Audit Performance:** City shall have access, within twenty-four (24) hours of advanced written notification to Contractor, to inspect Contractor's facilities and equipment as City deems reasonably necessary to determine whether the services required to be provided by Contractor under this Contract conform to the terms hereof. Additionally, City may perform field audits, including but not limited to route audits, without prior notice to Contractor, to assure that services required to be provided by Contractor under this Contract are conducted in compliance with the terms of this Contract, if applicable. City shall conduct the inspection of facilities and equipment and field audits, including route audits, during regular hours of operation. Contractor shall make available to City all reasonable facilities and assistance to facilitate the performance of inspections of facilities and equipment and field audits by City.

24. PUBLIC EDUCATION AND OUTREACH AND FRANCHISE FEE:

- 24.1. **Public Education and Outreach:** Contractor shall provide the following services associated with public education and outreach at no cost to the City or the Customer. Contractor will at no time place public education and outreach notices inside customers' mailboxes. Contractor shall not distribute any public education and outreach notices to Residential Service Units without prior written approval from Contract Administrator.
 - (a) Development, Printing and Distribution of Program Introduction Notice. Contractor shall develop, print, and distribute, at Contractor's own expense, a Program Introduction Notice for each Residential

Service Unit for which Contractor delivers a Cart. The Program Introduction Notice shall be approved by the Contract Administrator. Contractor shall attach Program Introduction Notice via a non-adhesive means to each Cart delivered to a Customer or picked up by a Customer at the Contractor's office.

- (b) Development, Printing and Distribution of Bulk Waste Collection Notice. Contractor shall develop, print, and distribute, at Contractor's own expense, a Bulk Waste Collection Notice. The Bulk Waste Collection Notice shall be approved by the Contract Administrator and shall include one (1) original with one (1) copy. The Bulk Waste Collection Notice shall include (a) the date (b) estimated date for Collection of remaining Set-out, and (c) Contractor's customer service telephone number, and (d) any other information the City requests. Contractor shall attach the original Bulk Waste Collection Notice to the Set-out. Contractor shall take a digital photo of entire Set-out and the Set-out remaining that receives a Bulk Waste Collection Notice. Contractor shall maintain copies of Bulk Waste Collection Notice and digital photos in a format so that Contractor can immediately retrieve a requested notice or photo by address and date. Contractor shall provide a monthly report of Bulk Waste Collection Notices as set forth in this Contract.
- (c) Development, Printing and Distribution of Improper Set-out Notice. Contractor shall develop, print, and distribute, at Contractor's own expense, an Improper Set-out Notice. The Improper Set-out Notice shall be approved by the Contract Administrator and shall include one (1) original with one (1) copy. The Improper Set-out shall include (a) the date (b) reason for non- collection, and (c) Contractor's customer service telephone number, and (d) any other information the City requests. Contractor shall attach the original Improper Set-out Notice via a non-adhesive means to the handle of the Cart. Contractor shall take a digital photo of set-out that receives an Improper Set-out Notice. Contractor shall maintain copies of Improper Set-out Notices and digital photos in a format so that Contractor can immediately retrieve a requested notice or photo by address and date. Contractor shall provide a monthly report of Improper Set-out Notices as set forth in this Contract.
- (d) Public Education and Outreach Video. Contractor shall develop one (1) Bastrop-specific video for the City's PEG Channel and the City's social media channels that promotes Recycling and provide information about the services provided to the City. Contractor shall update the video annually to reflect any focus areas for public education or any changes to service levels. Contractor shall also make available to the City other relevant Recycling and Solid Waste videos developed by Contractor for use by the City.

- 24.2. **Franchise Fee:** The City shall be entitled to receive a franchise fee (the "Franchise Fee") from the Contractor for services rendered within the City under this Contract. The Franchise Fee on the Commencement Date shall be five percent (5%) of gross **collections billings** for services rendered by Contractor hereunder for (i) Residential Service Units via Roll-off and (ii)

Commercial Service Units via any means. The Contract Administrator may increase or decrease the Franchise Fee with ninety (90) calendar days written notice. Contractor shall pay the City the Franchise Fee based on gross ~~collections~~ ~~billings~~ for services provided via the Contract within the City within thirty (30) calendar days after the last day of the month Contractor provided such services. For purposes of the Franchise Fee, gross ~~collections~~ ~~billings~~ excludes the Franchise Fee, ~~which may be passed through to Customers by Contractor.~~

25. **BILLING:**

- (a) A minimum of thirty (30) calendar days prior to the Commencement Date, Contract Administrator will provide Contractor with a then-current Customer List for Residential Service Units identifying each by address. City shall update the list each month from the Commencement Date until expiration or termination of the Contract. Within five (5) Business Day(s) of receipt of a Customer List, Contractor will report in writing to the Contract Administrator the address of a Residential Service Unit where materials are placed at the curbside and that is not on the then current Customer List. Contract Administrator will thereafter update the Customer List as applicable. Regardless of the Customer List, Contractor shall provide services to all Residential Service Units in accordance with this Contract.
- (b) City shall provide billing and bill Base Services and extra Cart services for Residential Service Units during the term of this Contract. Contractor shall provide billing and bill services for all services to Commercial Service Units and services other than Base Services to Residential Service Units, such as additional Bulk Waste services and Roll-off Services.
- (c) Contractor shall bill City and Customers in accordance with Contract and then- current rate schedule as reflected in Exhibit 1 plus the then-current Franchise Fee.
- (d) Contractor agrees all costs for services provided on August 31, 2024, are included in fees for services provided in September 2024.
- (e) Contractor shall not bill City or Customers for any fees other than those specifically authorized in this Contract.
- (f) Within thirty (30) calendar days of the end of each month during which services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for Base Services for Residential Service Units for the prior month. The City shall remit to the Contractor payment, less any Franchise Fees, disputed amounts, administrative charges, and payments withheld in accordance with this Contract, for services rendered by Contractor to Residential Service Unit within thirty (30) calendar days after receipt of invoice.
- (g) Within thirty (30) calendar days of the end of each month during which

services are provided by Contractor hereunder, Contractor shall remit to the City payment for Franchise Fees and other payments in accordance with this Contract for services rendered by Contractor or payments due within thirty (30) calendar days after receipt of invoice.

26. MODIFICATION TO RATES:

Contractor shall submit a written request for modification to rates on or before June 1, 2025, and every June 1st thereafter. Requests for modification to rates are subject to the consideration and approval of the City Council. If Contractor fails to submit a written request for modification to rates on or before June 1st, Contractor waives the right for a modification to rates for that year.

All costs proposed in Exhibit B shall remain fixed from the execution of this Contract through October 1, 2025. On October 1, 2025, and every October 1st thereafter for the term of this Contract, all cost of collection services, excluding costs associated with Carts, costs associated with Containers, costs of disposal, and costs of processing and marketing, shall be adjusted, increases or decreased, according to this section. City shall not adjust the monthly cost of Carts during neither the initial term of the Contract nor any renewal term.

The annual adjustment shall be a composite of two indices, including the Consumer Price Index– All Urban Consumers (“CPI”) and the Diesel Fuel price index by the United States Department of Energy (DOE). A description of the indices and the weighting of each are as follows:

- (a) CPI – 80 percent
The CPI adjustment shall be based on the most recent CPI, Houston-Galveston- Brazoria, TX, for All Urban Consumers, less energy, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) from the most recent April to the preceding April.
- (b) Diesel Fuel price index by the DOE – 20 percent
The Diesel Fuel price index by the DOE adjustment shall be based on the most recent price as of April 1st and change from year ago for Diesel Fuel (cents per Gallon), U.S.

Example: Assume that the CPI for 2016 is 105.5 and for 2015 if 110.5. Assume that the Diesel Fuel price index by the DOE for Diesel Fuel (cents per Gallon), U.S. in 2016 is 308.5 and change from a year ago was –21.5. The calculation is as follows:

$$\frac{110.5-105.5}{105.5} \times .85 = 4.03\%$$

then

$$\frac{308.5-(308.5-(-21.5))}{(308.5-(-21.5))} \times .15 = -0.98\%$$

then

4.03% + -0.98% = 3.05% annual rate adjustment

The cumulative rate adjustment, the CPI plus the Diesel Fuel price index by the DOE, shall not exceed five percent (5%) per year **increase and zero percent per year decrease**.

27. LICENSE AND PERMITS:

Contractor shall obtain at its sole expense all licenses and permits required by the local, state, and federal government, and shall maintain same in full force and effect for the term of this Contract. Contractor shall display all licenses and permits as required by law.

28. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with Applicable Law including all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Contract shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

29. ENFORCEMENT:

City grants unto Contractor the right to seek an injunction against any third party which is believed and evidenced to be infringing on the rights of Contractor to this Contract, including Contractor's exclusive franchise rights granted herein. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of fees by City and/or Customers.

30. ADMINISTRATIVE CHARGES:

Contractor understands that if Contractor does not timely perform its obligations pursuant to the terms of this Contract or violates any provision of this Contract, City will suffer damages which are difficult to determine and adequately specify. Contractor agrees, in addition to any other remedies available to City, that City may withhold payment from Contractor in the amounts specified below as administrative charges for failure of Contractor to fulfill its obligations. The following acts or omissions shall be considered a breach of this Contract and City may require payment by Contractor of the charges set forth for each act or omission:

(a) Missed Collection

\$50 for each missed Collection in excess of two (2) missed Collections per day, to be assessed at the end of each Collection month. A missed Collection occurs when a resident reports a missed Collection, the address was not reported by Contractor as an Unacceptable Set-out, and Contractor cannot provide data demonstrating Collection vehicle traveled on street and

Collections occurred on street.

- (b) Missed Residential Service Unit block
\$500 for each incident of Contractor failing to pick up material on a block containing Residential Service Units. A missed Residential Service Unit block is where three Residential Service Units on one side of a street between cross streets or an entire cul de sac report a missed Collection. A missed Residential Service Unit block occurs when the addresses reporting missed Collections were not reported by Contractor as Unacceptable Set-outs and Contractor cannot provide data demonstrating Collection vehicle traveled on street and Collections occurred on block.
- (c) Failure to provide Collection from Residential Service Units during normal hours of operation
\$250 for each Contractor vehicle providing Collection to Residential Service Units after normal hours of operation without approval of the Contract Administrator.
- (d) Failure to complete 95% of the Collections on a given day
Failure to complete 95% of Collections on a given day shall occur when Contractor fails to Collect or attempt to Collect from 95% of the total Residential Service Units to be serviced on the given day. \$2,500 each day that 95% of Collections are not made or attempted.
- (e) Failure to clean up material spillage, leakage, or litter by Contractor within two (2) hours of verbal or written notification
Failure to clean up material spillage, leakage, or litter by Contractor within two (2) hours shall commence the earlier of when Contractor becomes aware of such spillage or leakage or Contract Administrator notifies Contractor of such spillage or leakage. \$250 each incident.
- (f) Failure to address damage to property in accordance with Contract and approved procedure for management of property damage
\$250 each incident plus all costs for property damage.
- (g) Failure or neglect to Collect materials from a missed pickup location within the amount of time specified in this Contract
Failure to address, as required by this Contract, a failure or neglect to Collect materials from a missed pickup location within the time specified in the Contract shall commence the earlier of when Contractor becomes aware of such missed pick- up or Contract Administrator or Customer notifies Contractor of such missed pick- up. \$250 each incident.

- (h) Failure to provide a complete report (including but not limited to weekly, monthly or annual reports)
\$250 per Business Day thereafter per incident
- (i) Failure to return receptacles to approximately original location.
\$25 each incident
- (j) Commingling of materials in violation of this Section 13 of this Contract
\$1,000 each incident
- (k) Disposal of Program Recyclable Materials in violation of Section 14 of this Contract
\$2,000 each incident
- (l) Failure to leave a public education notice for Unacceptable Set-outs
\$100 each incident
- (m) Failure to distribute Program Introduction Notices
\$100 each incident
- (n) Failure to respond to any Customer complaint within the amount of time specified in this Contract
\$100 per Business Day thereafter per incident
- (o) Failure to provide City or its designee with the required resolved Customer complaint documentation
\$50 per Business Day thereafter per incident
- (p) Failure to maintain scales in accordance with Contract.
\$250 per day per scale
- (q) Failure to be prepared to perform services on and after the Commencement Date.
\$3,000 each day
- (r) Failure to capture and convert a minimum of ninety-five percent (95%) by weight of Program Recyclable Materials into Recovered Materials, in

violation of Section 11 of this Contract, for any period of time determined by the Contract Administrator.

\$500 each day

City may impose administrative charges when the Contract Administrator determines that performance consistent with the provisions of the Contract has not occurred. The Contract Administrator shall notify Contractor in writing or electronically of each act or omission under the terms of this Contract reported to or discovered by City or its designee. It shall be the duty of Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

City may deduct the full amount of any such charges from any payment due to Contractor. The remedy available to City under this paragraph shall be in addition to all other remedies which City may have under law, at equity, or pursuant to the terms of this Contract.

For the purposes of this Contract, Contractor shall not be deemed to be liable for such charges where its inability to perform Collection service is the result of an event of Force Majeure as set forth in this Contract, provided however, that Contractor shall obtain approval for the delay from the Contract Administrator prior to 3:00 PM, Central Time of the Scheduled Collection Day.

Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this Contract shall survive termination or expiration of this Contract.

31. **TERMINATION:**

City may terminate this Contract without liability to Contractor and pursue all of its legal, contractual and equitable remedies for default upon Contractor. The City shall provide written notice to Contractor of intent to terminate for such default and allow the Contractor at least thirty (30) calendar days to cure such default to the satisfaction of the City. The following are an event of default upon Contractor:

- (a) The filing of a voluntary petition for bankruptcy by or on behalf of the Contractor, or the filing of an involuntary petition for bankruptcy relief against the Contractor, which is not dismissed or otherwise Disposed of to the City's satisfaction within thirty (30) calendar days thereafter.
- (b) The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) calendar days thereafter.
- (c) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- (d) Committing an act of default of a provision of this Contract.
- (e) Failing to timely and fully pay any or all impositions pursuant to this Contract.
- (f) As otherwise provided by this Contract.

This Contract shall terminate upon any one of the following:

- (a) The written agreement of the Parties.
- (b) The expiration of this Contract.

32. DISPUTE RESOLUTION:

- (a) The parties shall endeavor to settle all disputes under, or relating to, this Contract by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Contract that is not amicably settled shall be submitted to mediation. If the parties remain unable to resolve the controversy through mediation, then the claim, dispute, disagreement or controversy may be resolved by pursuing the action in the Courts. Venue for any action shall be in Bastrop County, Texas.
- (b) All attorneys' fees and costs of the mediation shall in the first instance be borne by the respective party incurring such costs and fees, unless fees are awarded by the Court.

33. FORCE MAJEURE:

Except for any payment obligation by either Party, if City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of an event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for City or Contractor to correct the adverse effect of such event of Force Majeure.

An event of Force Majeure shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Contract:

- (a) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, or assigns), landslides, earthquakes, epidemics, quarantine, and pestilence; and
- (b) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this Section, a Party claiming an event of Force Majeure shall be required to give prompt written notice to the other Party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The Parties agree that, as to this Section, time is of the essence. Notice of using this section will also require an estimate of the amount of time needed.

34. PERFORMANCE BOND OR LETTER OF CREDIT

Upon Contractor's execution of this Contract, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond or Letter of Credit in a form approved by the Contract Administrator, to secure the full, complete and faithful performance of the terms and conditions herein. For the first Contract Year, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond or Letter of Credit in the amount equal to or greater than Contractor's estimated amount of gross billings pursuant to this Contract from September 1, 2024, through August 31, 2025. For each Contract Year after the initial Contract Year, Contractor shall make, execute, and deliver to City a good and sufficient Performance Bond or Letter of Credit in the amount equal to or greater than the amount of gross billings pursuant to this Contract from September 1st through August 31st of the prior Contract Year. Contractor shall renew the Performance Bond or Letter of Credit in accordance with this Contract each year throughout the term of the Contract and any renewal periods. Contractor shall ensure the Performance Bond or Letter of Credit is signed by the president or authorized officer of Contractor, together with the signature of the corporate secretary and the imprint of the corporate seal. The surety shall be a surety company duly authorized to do business in the State, having an "A" or better rating by A.

M. Best or Standard and Poors, included on the list of surety companies approved by the Treasurer of the United States of America, and acceptable to City.

35. **INSURANCE:**

35.1. **No Insurance by City:** Contractor shall be solely responsible for any insurance required under the terms of this Contract and for any additional insurance it deems necessary. City does not and shall not carry insurance policies covering Contractor.

35.2. **Contractor Insurance Requirements:**

(a) Specific Insurance Requirements. Contractor and its subcontractors shall procure and maintain, during the term of this Contract and any extensions thereof the insurance coverage listed below. If Applicable Law requires a higher insurance limit, Contractor shall procure and maintain the policy limit as specified by the Applicable Law.

1. With written proof to the City that Contractor is a registered non- subscriber to the Texas Worker's Compensation Act, then

Worker's Compensation or equivalent: as set forth in the Worker's Compensation Act.

or

Without written proof to the City that Contractor is a registered non-subscriber to the Texas Worker's Compensation Act, then

Worker's Compensation: as set forth in the Worker's Compensation Act.

2. Commercial General: \$1,000,000 Each Accident/Occurrence.
3. Liability (Public): \$1,000,000 Aggregate
\$1,000,000 Products & Completed
Operations Aggregate.
4. Liability Insurance: \$1,000,000 aggregate
5. Excess/Umbrella Liability: \$1,000,000 per occurrence
with drop down coverage
6. Automobile Bodily Injury Liability: \$300,000 each person,
\$1,000,000 each occurrence
7. Automobile Property Damage Liability: \$300,000 each occurrence

The policies of insurance shall be primary and written on forms acceptable to City and placed with insurance carriers approved and licensed by the State and meet a minimum financial A.M. Best & Company rating of no less than "Excellent": VII.

The insurance policies provided herein shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) calendar days prior written notice has been delivered to City through certified mail as required in this Contract.

The cancellation clause on Contractor's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of this Contract and can result in retraction by City of the award of the Contract to Contractor or termination of this Contract.

The policies of insurance must include an endorsement from the insurer adding City as an additional insured to the policy.

Contractor shall file proof of insurance for it and its subcontractor(s) meeting the requirements as set forth herein with City prior to execution of this Contract. In addition, Contractor shall be solely responsible for assuring that all proofs of insurance are up to date as filed with City. Failure of Contractor to fully comply with the requirements set forth herein regarding insurance is a breach of this Contract and may be cause for termination by City of this Contract with Contractor.

No changes are to be made to these specifications without prior written approval by City.

Approval of the insurance by City shall not relieve or limit the liability of Contractor for any damages arising from Contractor's performance or nonperformance of services provided herein.

(b) General Requirements. Contractor's and its subcontractors' insurers

must be authorized to transact business in the State.

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing all required insurance before commencement of the work.

All policies required herein, unless specific approval is given by City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City. Additionally, all policies other than Worker's Compensation policies shall name the City as additional insured.

Contractor shall ensure that the insurance coverage required under this Contract is obtained and maintained by Contractor or its subcontractors for its subcontractors to cover their work hereunder. Contractor shall be held responsible for any modification, deviation, or omissions in these insurance requirements as they apply to all subcontractors. Each insurance policy required by this Contract shall meet the following requirements:

1. Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.
2. Each policy shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City.
3. City shall retain the right at any time to review coverage, form and amount of insurance.
4. The procuring of each required policy or policies of insurance shall not be construed to limit Contractor's liability to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any

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damages, injury or loss caused by the action or inaction of Contractor or its subcontractors in connection with this Contract.

5. Contractor shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Contract and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not City is an insured under the policy.
6. Claims made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by City. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided an option, Contractor agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
7. Certificates of Insurance evidencing claims made or occurrence form coverage and conditions to this Contract, as well as City's Contract and description of work, are to be received and approved by City upon execution of this Contract by Contractor and thirty (30) calendar days in advance of expiration of the insurance when applicable. All insurance certificates shall be received and approved by City before Contractor will be allowed to commence or continue work.
8. Notice of Accident (occurrence) and notice of claim shall be given to the insurance company and the Contract Administrator as soon as practicable after notice to the insured of any incident (occurrence) or claim.

The obligations of Contractor pursuant to this Section shall survive expiration or termination of this Contract.

Failure to comply with any term of this Section is a breach of this Contract and may result in termination by City of this Contract at City's option.

36. **INDEMNITY:**

The Contractor shall indemnify, defend and hold harmless the City against

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any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Contract. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall have the right to defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order of any court to pay any sum arising from the subject matter of the suit.

37. **OWNERSHIP AND RISK OF LOSS:**

Title and risk of loss to Solid Waste and Program Recyclable Materials shall pass to Contractor when placed in Contractor's Collection vehicle. Title and risk of loss to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

38. **SEVERABILITY:**

Should any portion of this Contract be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Contract shall not be affected thereby.

39. **ATTORNEY'S FEES AND VENUE:**

In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Contract, subject to the provisions of Chapter 271, Subchapter I, of the Texas Local Government Code, the prevailing party shall recover, in addition to such other relief as the court may award, its attorney fees and court costs. Venue of any such action shall be in Bastrop County, Texas.

40. **NOTICES:**

All notices or other communications required or permitted to be given pursuant to this Contract shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any

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successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default under this Contract must be both (i) mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the alleged defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) calendar days' notice to the other party in the manner set forth herein.

If to the City, at:

City of Bastrop
Attn: Sylvia Carrillo-Trevino, City Manager
1311 Chestnut Street
Bastrop, Texas 78602
Ph: (512) 332-8800
Fax: (512) 332-8819
scarrillo@cityofbastrop.org

With a copy to:

City Attorney
Alan Borjorquez
11675 Jolleyville Road, Suite 300
Austin, Texas 78759
Ph: (512) 250-0411
alan@texasmunicipallawyers.com

If to the Contractor at:

Texas Disposal Systems, Inc.
Attn: Jay Howard, Senior Sales Manager
P.O. Box 17126
Austin, Texas 78760
Ph: (512) 584-6195
jhoward@texasdisposal.com

with a copy to:

NAME?

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

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41. DISCRIMINATION PROHIBITED:

Contractor, in the execution, performance, or attempted performance of this Contract, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

42. SOVEREIGN IMMUNITY:

City and Contractor acknowledge that this Contract is subject to the provisions of Chapter 271 of the Texas Local Government Code, specifically including Subchapter I (§§ 271.151 through 271.160)). Subject to the agreements and modifications of the parties herein with respect to the City's waiver of immunity to suit, both parties agree that governmental or sovereign immunity is not a defense to suit or liability to enforce the terms of this Contract.

43. ELIGIBLE DISASTER DEBRIS:

Contractor and City understand and agree that also, in the event of a hurricane, tornado, major storm, or other natural disaster, Contractor shall have no obligation under this Contract to Collect any Eligible Disaster Debris resulting therefrom, except as set forth in Contract.

44. STATE LAW VERIFICATIONS:

44.1. *HB 1295 Compliance.* The Contractor will comply with Section 2252.908 of the Texas Government Code, which requires the Contractor to fill out a conflict of interest form ("Disclosure of Interested Parties") and file it with the City at the time the signed contract is submitted to the City. The City then files it with the Texas Ethics Commission. For further information please go to the Texas Ethics Commission website via the following link:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

44.2. *No Boycott of Israel.* Pursuant to Section 2270.0002, Texas Government Code, the Contractor hereby verifies and represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott the State of Israel ("Israel") and, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, to the extent such applies to this Contract, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity

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doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the and exists to make a profit.

- 44.3. *The Contractor is not a Terrorist Organization.* Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified as a terrorist or similar organization or nation-state on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:
<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, to the extent such applies to this Contract, and to the extent such Section does not contravene applicable Federal law and excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

- 44.4. *Verification Regarding Energy Company Boycotts.* To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2276.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session, renumbering a former Section 2274.002, Texas Government Code to eliminate duplicate numbering), the Contractor hereby verifies and represents that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2276.002, Texas Government Code, as amended, to the extent such applies to this Contract, and to the extent Section 2276.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001(1), Texas Government Code. The Contractor understands “affiliate” to mean an entity that controls, is controlled by, or is under

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common control with the Contractor and exists to make a profit.

- 44.5. *Verification Regarding Discrimination Against Firearm Entity or Trade Association.* To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Contractor hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code to the extent such applies to this Contract, and to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by Senate Bill 19). The Contractor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

EFFECTIVE AS OF THE _____ DAY OF _____, 2024.

CITY:

CITY OF BASTROP, TEXAS
a Texas home-rule municipality

BY: _____
Name: Sylvia Carrillo-Trevino
Title: City Manager

CONTRACTOR:

Texas Disposal Systems, Inc.
a Texas Corporation

BY: _____
Name: _____
Title: _____

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ATTEST:

Ann Franklin
City Secretary
City of Bastrop, Texas

APPROVED:

City Attorney
Alan Bojorquez

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Exhibit 1
CITY OF BASTROP
RATE SCHEDULE EFFECTIVE MAY 1, 2024

A13.08.015

Ord. No. 2022-22
9/20/2022

Solid Waste

| | |
|---|---------|
| Residential Service monthly charge | \$18.59 |
| Residential Additional Cart monthly charge | \$6.08 |
| Residential Additional Recycling monthly charge | \$2.43 |

Progressive Waste Solutions directly invoices Commercial Customers for the following services:

Commercial Solid Waste Dumpster Services

| Container Size | Weekly Collection Frequency ¹ | | | | | | Extra Pickups |
|----------------|--|----------|----------|----------|----------|----------|---------------|
| | 1 | 2 | 3 | 4 | 5 | 6 | |
| 96-Gallon Cart | \$22.20 | N/A | N/A | N/A | N/A | N/A | N/A |
| 2 CY Dumpster | \$72.88 | \$198.65 | \$244.08 | \$259.95 | \$298.96 | \$313.90 | \$75.36 |
| 3 CY Dumpster | \$79.32 | \$147.00 | \$237.62 | \$295.41 | \$396.04 | \$475.24 | \$81.44 |
| 4 CY Dumpster | \$95.48 | \$171.97 | \$257.95 | \$343.95 | \$429.92 | \$515.90 | \$85.08 |
| 6 CY Dumpster | \$99.53 | \$162.72 | \$274.98 | \$345.47 | \$431.81 | \$518.20 | \$100.89 |
| 8 CY Dumpster | \$105.99 | \$183.80 | \$274.89 | \$357.75 | \$447.18 | \$536.62 | \$115.48 |
| 10 CY Dumpster | N/A | N/A | N/A | N/A | N/A | N/A | \$128.84 |

Additional Fee Commercial Services

| Description of Service | Fee |
|-----------------------------------|---|
| Lock | \$13.38 per month |
| Set of casters | \$24.31 per month |
| Opening and closing of enclosures | No charge |
| Excessive maintenance | \$121.55 per swap more than 1x per year |

1. These container sizes are exclusive only for Commercial Service Units. Temporary service for Residential Service Units is a non-exclusive service. Proposed fees for non-exclusive service represent the maximum allowable fee, but the Contractor may choose to offer the service for a lower fee.

Temporary Refuse Roll-off Services (Maximum allowable fee)

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| Roll-off Type and Size | Container Rental Fee ¹ (Per Day) | Initial Delivery Fee (One-time) | Collection Fee (Per Pull) | | Disposal Fee ² (Per Ton) | Processing Fee ³ (Per Ton) |
|------------------------|--|------------------------------------|------------------------------|--|--|--|
| 10 CY Roll-off | \$5.78 | \$157.69 | \$379.64 | | \$28.23 | \$0.00 |
| 15 CY Roll-off | \$5.78 | \$157.69 | \$379.64 | | \$28.23 | \$0.00 |
| 20 CY Roll-off | \$5.78 | \$157.69 | \$379.64 | | \$28.23 | \$0.00 |
| 30 CY Roll-off | \$5.78 | \$157.69 | \$379.64 | | \$28.23 | \$0.00 |
| 40 CY Roll-off | \$5.78 | \$157.69 | \$379.64 | | \$28.23 | \$0.00 |

1. Container rental fee does not apply for the first 14 calendar days of service.
 2. Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer billing.
 3. Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location. Tonnage must be reported to the customer as part of the customer billing.
- *Could be subject to fees associated with contamination of materials.

Permanent Refuse Roll-off Services (Maximum Allowable Fees)

| Roll-off Type and Size | Container Rental Fee (Per Month) | Compactor Rental Fee ¹ (Per Month) | Collection Fee (Per Pull) | | Disposal Fee ² (Per Ton) | Processing Fee ³ (Per Ton) |
|--------------------------|-------------------------------------|--|---------------------------|--|--|--|
| 10 CY Roll-off | \$121.55 | N/A | \$379.64 | | \$28.23 | \$0.00 |
| 15 CY Roll-off | \$121.55 | N/A | \$379.64 | | \$28.23 | \$0.00 |
| 20 CY Roll-off | \$121.55 | N/A | \$379.64 | | \$28.23 | \$0.00 |
| 30 CY Roll-off | \$121.55 | N/A | \$379.64 | | \$28.23 | \$0.00 |
| 40 CY Roll-off | \$121.55 | N/A | \$379.64 | | \$28.23 | \$0.00 |
| 25 CY Roll-off Compactor | N/A | \$364.65 | \$379.64 | | \$28.23 | \$0.00 |
| 30 CY Roll-off Compactor | N/A | \$395.04 | \$379.64 | | \$28.23 | \$0.00 |
| 40 CY Roll-off Compactor | N/A | \$425.42 | \$379.64 | | \$28.23 | \$0.00 |

1. Does not apply if the customer owns the compactor unit.
2. Based on actual tonnage hauled to the disposal location. Tonnage must be reported to the customer as part of the customer bill.
3. Recycling services are provided on a non-exclusive basis. Processing fee is based on actual tonnage hauled to the processing location.

Tonnage must be reported to the customer as part of the customer's billing.

- Container Rental fee only applies if the customer has less than a minimum of 2 pulls per month.
- Processing Fee may be subject to charges relating to contamination.



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-73 of the City Council of the City of Bastrop, Texas, approving and authorizing execution of the first amendment to the Viridian Development Agreement between the City of Bastrop and Continental Homes of Texas, L.P., regarding the Valverde Development; providing for severability; providing for repeal; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The City and Viridian Development entered into an Development Agreement on July 13, 2021, regarding the development and annexation of certain property now referred to as the Valverde Development. Resoulution No. R-2021-65 approved the Agreement between both parties.

The City and Owner desire to modify the Agreement to account for changes in circumstances and to provide additional clarification of the Parties' respective responsibilities relating to certain offsite Wastewater Facilities for the Valverde Development as referred to in Sections 6.01, 6.02, and Exhibit "E" of the Agreement.

Section 15.06 if the Agreement allows for an amendment to the Agreement provided that the written amendment is approved by the City Council and excuted by both parties.

FISCAL IMPACT:

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

RECOMMENDATION:

Approve Resolution No. R-2024-73 of the City Council of the City of Bastrop, Texas, approving and authorizing execution of the first amendment to the Viridian Development Agreement between the City of Bastrop and Continental Homes of Texas, L.P., regarding the Valverde Development

ATTACHMENTS:

1. Resolution No. R-2024-73
2. First Amendment to the Development Agreement

RESOLUTION NO. R-2024-73

AMENDMENT TO VIRIDIAN (“VALVERDE”) DEVELOPMENT AGREEMENT

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AND AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE VIRIDIAN DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BASTROP AND CONTINENTAL HOMES OF TEXAS, L.P., REGARDING THE VALVERDE DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Owner entered into that certain Viridian Development Agreement (the “Agreement”) on or about July 13, 2021, regarding the development and annexation of certain property now commonly referred to as the “Valverde Development,” such property being described in the Agreement as adopted by City Council Resolution No. R-2021-65; and

WHEREAS, the City and Owner desire to modify the Agreement to account for changes in circumstances and to provide additional clarification of the Parties’ respective responsibilities relating to certain offsite Wastewater Facilities for the development referred to in Sections 6.01, 6.02, and Exhibit “E” of the Agreement; and

WHEREAS, Section 15.06 of the Agreement allows for an amendment to the Agreement provided that the written amendment is approved by the City Council of the City and executed by the Parties.

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 and authorizes the execution of the First Amendment, attached hereto as **Attachment “A”**, on behalf of the City.

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

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

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

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

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 23rd day of July 2024.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT
BETWEEN CITY OF BASTROP, TEXAS, AND
CONTINENTAL HOMES OF TEXAS, L.P.**

This First Amendment to the Development Agreement (this “**First Amendment**”) is made and entered into by and between the **City of Bastrop**, a Texas home-rule municipal corporation (the “**City**”), and **Continental Homes of Texas, L.P.**, a Texas limited partnership (“**Owner**”). The City and the Owner are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.” The Parties hereby contract, covenant and agree as follows.

RECITALS

WHEREAS, the City and Owner entered into that certain Viridian Development Agreement (the “**Agreement**”) on or about July 13, 2021, regarding the development and annexation of certain property described in the Agreement as adopted by City Council Resolution No. R-2021-65; and

WHEREAS, the defined terms as used in the Agreement shall also apply to this First Amendment; and

WHEREAS, the City and Owner desire to modify the Agreement to account for changes in circumstances and to provide additional clarification of the Parties’ respective responsibilities relating to certain offsite Wastewater Facilities for the development referred to in Sections 6.01, 6.02, and Exhibit “E” of the Agreement; and

WHEREAS, Section 15.06 of the Agreement allows for an amendment to the Agreement provided that the written amendment is approved by the City Council of the City and executed by the Parties.

NOW, THEREFORE, in exchange for the mutual promises and consideration herein expressed, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and subject to the terms and conditions of this First Amendment, the Parties agree to modify the Agreement as follows:

- A. Exhibit.** A new “**Exhibit E**” to the Agreement is hereby included, to show the updated design and location of the offsite Wastewater Facilities referenced in Section 6.01. The new “**Exhibit E**” is attached to this First Amendment as “**Attachment One**” and hereby supersedes and replaces Exhibit E to the Agreement.
- B. Amendment to Section 6.01.** Section 6.01 of the Agreement is hereby amended, by repealing and replacing the section in its entirety, to read as follows:

Section 6.01 Wastewater Facilities. The Owner will design and partially contribute to the construction costs of the Offsite Wastewater Facilities, as more particularly described on Exhibit "E" attached hereto (the "Offsite Wastewater Facilities"). The Owner shall pay all

costs associated with the planning, design, and engineering for the Offsite Wastewater Facilities. The City shall manage and contract directly for the construction of the Offsite Wastewater Facilities as part of its obligations under this Agreement. The estimated probable construction cost of the Offsite Wastewater Facilities is \$3,200,000.00 in total. The Owner shall contribute \$1,292,517.00 towards the cost of construction of the Offsite Wastewater Facilities. The Owner's contribution ("Owner's Contribution") shall be paid to the City within thirty (30) days of written notice to the Owner from the City that the City has executed a construction contract for the Offsite Wastewater Facilities. The City shall apply the Owner's contribution towards the cost of construction and the City shall be responsible for the remainder of the cost of construction of the Offsite Wastewater Facilities.

The Owner will design and construct the Onsite Wastewater Facilities (herein so called) on the Property, in accordance with the approved public improvement plans and public improvement plan agreements for the development (as approved in City Council Resolution Nos. R-2021-81, R-2021-82, and R-2021-83) (the "Approved Wastewater Plans"). The Owner will design and construct a lift station onsite with a force main connecting to the City's existing offsite gravity wastewater facilities as depicted on Exhibit "E" attached hereto. Upon the City's completion of the new Wastewater Treatment Plant (Permit No. WQ001 1076002), the City agrees that it will have sufficient capacity to serve the entire Project. Upon payment of all tap and impact fees (approximately 1,600 LUEs) wastewater service will be reserved for the Project. The City acknowledges and agrees that impact fees will be paid in phases over time as the Project is developed. Approval of any subdivision plat of land within the Project shall include an engineering analysis by the City that sufficient wastewater capacity is available to serve the platted lots at the time of such plat approval.

All Onsite Wastewater Facilities and the Offsite Wastewater Facilities (collectively, the "Wastewater Facilities") required to serve the Project shall be designed and built to the City's construction standards and in conformance with all rules, regulations and ordinances related to the construction and extension of wastewater utilities in effect at the time of submittal of construction plans and shall be subject to review and inspection by the City prior to acceptance.

The City hereby agrees to assist the Owner obtain any and all necessary easements required for the installation of any of the Offsite Wastewater Facilities that provide a regional benefit to the City and its residents accruing from such Offsite Wastewater Facilities. The City may use its authority to acquire any such necessary easements by utilizing the City's power of eminent domain, and, to the extent necessary, to promptly initiate and diligently pursue the condemnation of the easements in question.

In the event that (i) the City has not completed the Offsite Wastewater Improvements prior to November 1, 2024, and (ii) the Owner requires wastewater service for any portion of the Property after completion of the Onsite Wastewater Improvements, but prior to the City's completion of the Offsite Wastewater Improvements, then the City shall provide pump and haul wastewater service to the Property at the City's expense until such time as the Offsite Wastewater Improvements are complete and operational.

- C. Amendment to Section 6.02.** Section 6.02 of the Agreement is hereby amended, by repealing and replacing the section in its entirety, to read as follows:

Section 6.02 Conveyance of Onsite Wastewater Facilities. Upon Owner's completion of construction of the onsite Wastewater Facilities, and the City's acceptance of such Onsite Wastewater Facilities, the Owner will convey the Onsite Wastewater Facilities to the City, on forms approved by the City and at no cost to the City, subject to the City's obligation to provide wastewater service to the Project. The City agrees that its acceptance of such Onsite Wastewater Facilities and the related assignments will not be unreasonably withheld, conditioned or delayed as long as the Onsite Wastewater Facilities have been constructed in accordance with Approved Wastewater Plans. Upon such conveyance, acceptance, and the Owner's providing a maintenance bond for two years, the City agrees to operate and maintain such Onsite Wastewater Facilities to provide service to the Project in accordance with this Agreement.

D. General Provisions.

- 1. Interpretation of this First Amendment.** This First Amendment supersedes all prior agreements and understandings (oral and written) between the Parties with respect to the subject matter hereof to the extent in conflict therewith. The provisions of this First Amendment, including, without limitation, all exhibits attached to this First Amendment, are hereby incorporated into and made a part of the Agreement. As modified in this First Amendment, the terms and conditions of the Agreement shall continue in full force and effect.
- 2. Counterparts.** This First Amendment may be executed simultaneously in one or more counterparts (including, without limitation, counterparts transmitted by facsimile or other electronic means (*e.g.*, PDF via email)), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- 3. Severability.** The provisions of this First Amendment and the Agreement, as amended, are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this First Amendment and the Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this First Amendment and the Agreement to other persons or circumstances shall be not be affected thereby.
- 4. Effective Date.** The Effective Date of this First Amendment is the date upon which it is finally executed by the Parties.

[Signature pages follow]

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

by: _____
Sylvia Carrillo-Trevino, City Manager

THE STATE OF TEXAS

§

COUNTY OF BASTROP

§

§

This instrument was acknowledged before me on this, the ____ 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:

Continental Homes of Texas, L.P.
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
a Delaware corporation
Its General Partner

By: _____
Name: _____
Title: _____

THE STATE OF _____

§
§
§

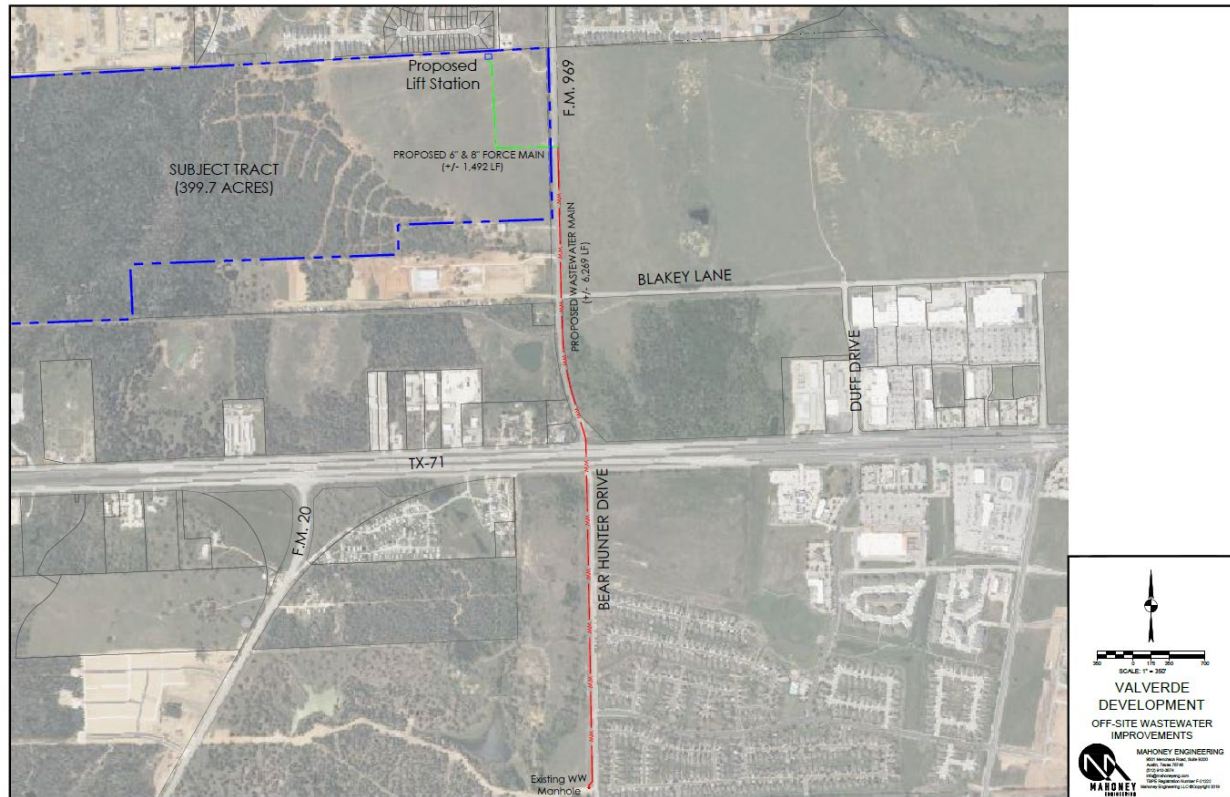
COUNTY OF _____

This instrument was acknowledged before me on this, the _____ day of _____ 2024, by _____, _____ of CHTEX of Texas, Inc., a Delaware corporation, general partner to Continental Homes of Texas, L.P., on behalf of said entities for the purposes set forth herein.

(SEAL)

Notary Public, State of _____

ATTACHMENT ONE





STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve Resolution No. R-2024-95 of the City Council of the City of Bastrop, Texas; approving the execution of a contract with C.C. Carlton Industries, LTD., in the amount not to exceed Three Million, One Hundred Ninety-Nine Thousand, Seven Hundred Seventy-Eight, and Fifty-Three Cents (\$3,199,778.53); for the construction of an off-site wastewater line related to the Valverde Development; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The City entered into a Development Agreement with the Valverde Development on July 2021. In the Development Agreement the City agreed to be the Wastewater provider for the development. To meet the terms of this agreement, wastewater facilities need to be extended for the development.

Additionally, the Valverde Development Agreement has since been amended since the initial approval to account for changes and provide for the developer's participation in the construction costs of the off-site wastewater line. As a result, the City finds it necessary to immediately install the needed wastewater line for the public health, safety, and vitality of the city, as well as to be consistent with the terms of the amended Development Agreement. The growth around Valverde and the need for these services before the development has completed the construction of homes is also why the City is bringing this request forward. The City is exempt from engaging in the competitive bidding or competitive proposals procurement process under certain circumstances, pursuant to Texas Local Government Code Section 252.022(a) and the City of Bastrop Purchasing Policy, including for procurements that are necessary to preserve or protect the public health or safety, and for payments under a contract by which a developer participates in the construction of a public improvement.

Therefore, Staff is requesting approval and execution of a contract with C.C. Carlton Industries, Ltd. for the construction of an off-site wastewater line related to the Valverde Development. The City Council previously approved a Letter of Intent with C.C. Carlton to allow staff work with them to finalize documents and cost associated with construction. The contract price to not exceed \$3,199,778.53 and a term of 120 days for construction as described in the contract.

FISCAL IMPACT:

The project will have a \$3,199,778.58 impact to the Wastewater fund.

RECOMMENDATION:

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

ATTACHMENTS:

1. Resolution No. R-2024-95
2. Draft Contract for Construction Services
3. Letter of Intent
4. Location Map of Wastewater Line

RESOLUTION NO. R-2024-95**APPROVING A CONTRACT FOR THE INSTALLATION OF AN OFF-SITE WASTEWATER LINE RELATED TO THE VALVERDE DEVELOPMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH C.C. CARLTON INDUSTRIES, LTD., IN THE AMOUNT OF \$3,199,778.53 FOR THE CONSTRUCTION OF AN OFF-SITE WASTEWATER LINE RELATED TO THE VALVERDE DEVELOPMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City previously entered into that certain Viridian Development Agreement (the "Development Agreement") on or about July 13, 2021, regarding the development and annexation of certain property now commonly referred to as the "Valverde Development," such property being described in the Development Agreement as adopted by City Council Resolution No. R-2021-65; and

WHEREAS, the City and developer of the Valverde Development have subsequently amended the Development Agreement to account for changes in circumstances and to provide for developer's participation in the construction costs of a certain offsite wastewater line (the FM 969 Off-Site Wastewater Line); and

WHEREAS, the City is exempt from engaging in the competitive bidding or competitive proposals procurement process under certain circumstances, pursuant to Texas Local Government Code Section 252.022(a) and the City of Bastrop Purchasing Policy, including for procurements that are necessary to preserve or protect the public health or safety, and for payments under a contract by which a developer participates in the construction of a public improvement; and

WHEREAS, the City of Bastrop finds it necessary to immediately install the wastewater line, consistent with the terms of the amended Development

Agreement under which the developer is contributing to the construction costs, and in response to the demands of the growing population and development activities, in order to ensure efficient and effective conveyance of wastewater as necessary to preserve and protect the public health and safety by investing in critical infrastructure to reduce the risk of system failures and avoid potentially costly emergency repairs in the future; and

WHEREAS, the City of Bastrop ("City") has found and determined that the public health, safety, and vitality of the City will be promoted and preserved by promptly installing the needed wastewater line.

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

- Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2. Execution:** The City Council approves and authorizes the City Manager to execute the contract with C.C. Carlton Industries, Ltd. in the amount of \$3,199,778.53, for the construction of the FM 969 Offsite Wastewater Line, related to the Valverde Development, with such contract to be substantially in the form attached hereto as **Exhibit A**.
- Section 3. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated.
- Section 4. Severability:** Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
- Section 5. Effective Date:** This Resolution shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, its Code of Ordinances, and the laws of the State of Texas.
- Section 6. Proper Notice & Meeting:** It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas

Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 23rd 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

CITY OF BASTROP
CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS

This City of Bastrop Contract for Civil Engineering Construction Projects (*Contract*) is entered between the City of Bastrop, a Texas Home-Rule Municipal Corporation (the *City/Owner*), and C.C. Carlton Industries LTD (the *Contractor*). The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Signatures
- II. Summary of Contract Terms
- III. Standard Contractual Provisions
- IV. Contract Documents

I. SIGNATURES.

By signing below, the parties agree to the terms of this Contract:

OWNER: CITY OF BASTROP

CONTRACTOR: C.C. Carlton Industries LTD

By: _____

By: _____

Name: Sylvia Carrillo-Trevino

Name: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

II. SUMMARY OF CONTRACT TERMS.

The following provides a summary of the Contract Terms, which are more specifically stated in Section III and in the Contract Documents listed in Section IV.

Project: FM 969 Off-Site Wastewater Line.

Contractor: CC Carlton Industries LTD.

Name of Engineering Firm, if any: Dial Development Services, Ltd.

Name of Owner/City Project Manager: Hudson Mills, Project Manager.

Contract Price (Base Bid + 10% contingency): \$3,199,778.53, as based on Contractor's bid dated May 1, 2024, and as agreed in the Letter of Intent dated June 25, 2024, subject to adjustment by Change Orders duly approved and executed by the City as provided for herein.

Effective Date of Contract: On the latest date executed by both parties.

Date to Begin Work: Date specified in Notice to Proceed, to be issued by the City.

Substantial Completion: Contractor must achieve Substantial Completion within 120 Calendar Days from the date specified in Notice to Proceed, as the time may be adjusted by Change Order.

Final Completion: Contractor must complete the Punch List within 30 Calendar Days from Substantial Completion.

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$500 per Calendar Day.

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: \$500 per Calendar Day.

III. STANDARD CONTRACTUAL PROVISIONS.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

1. Summary of Contract Terms (Section II),
2. Standard Contractual Provisions (Section III),
3. Contract Documents (listed in Section III), and
4. Signatures (Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section II above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Bastrop County, Texas.

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

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to ensure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. Pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. Keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
3. Forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

H. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

I. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

J. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

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

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

The Commission has approved a Certificate of Interested Persons form, which must be filled out, signed

and notarized by the Contractor and submitted to the City at the time of execution of this Contract, along with the certification of filing generated from the Commission's website at <https://www.ethics.state.tx.us/filinginfo/1295/> The Certificate of Interested Persons form is available on the Commission's website and the Contractor must follow the Commission's filing process adopted pursuant to the statute. The Contractor's notarized Certificate of Interested Persons and certification of filing are attached to this Contract.

IV. CONTRACT DOCUMENTS.

The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

1. General Conditions
2. Special Conditions, if any
3. Engineer's Plans and Specifications
4. Contractor's Bid for the Project
5. Performance Bond
6. Payment Bond
7. Labor Classification and Minimum Wage Rates
8. State of Texas Workers' Compensation Insurance Coverage Addendum
9. Minimum Insurance Policy Limits for Large Construction Projects
10. Change Orders, if any
11. Conflict of Interest Questionnaire

If there is a conflict between or among the terms of the Contract, the City will determine which provision applies.

1. GENERAL CONDITIONS

1. DEFINITIONS. These definitions and the definitions in the Instructions to Bidders apply to the General Conditions:

1.1 *Change Order* means a written order issued by Owner after the Contract has been awarded that specifies a change to the Contract Price, including an addition, deletion, or revision in the Work, or the time to achieve Substantial Completion.

1.2 *Claim* means the Contractor's demand or assertion that it should be paid more than the Contract Price or granted more time to achieve Substantial Completion or Final Completion by the Owner because of action or inaction by the Owner, Owner's representative, Engineer, or any party for whom the Owner is responsible or with which the Owner has separately contracted for other portions of the Project. A demand for money or services by a third party is not a claim.

1.3 *Contract* means this Contract for the Project that includes the Contract Documents and is executed by the Owner and the Contractor. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

1.4 *Contract Documents* means the documents enumerated as Contract Documents in the section of the Contract entitled Contract Documents.

1.5 *Contract Price* means the dollar amount the City has agreed to pay the Contractor under the Contract.

1.6 *Contractor* means the person, firm or corporation that has executed the Contract.

1.7 *Drawings* mean plans, profiles, details, and graphic and pictorial sheets that define the character and scope of the Work, as prepared and approved by Engineer.

1.8 *Engineer or Owner's Representative* means the engineering firm, corporation or entity named as the Engineering Firm in this Contract.

1.9 *Environmental Laws* means any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure.

1.10 *Final Completion* means the date that the Punch List is completed and the City accepts the Project as finally complete.

1.11 *Force Majeure* means lightning, earthquakes, hurricanes, floods, named storms, strikes, lockouts, riots, wars, civil disturbances, explosions, fires, or other unforeseeable events that are not within the control of the Contractor and are not caused by the Contractor's negligence or fault, but not including material or labor shortages, price increases or escalations, or Subcontractor default.

1.12 *Hazardous Substance* means any element, constituent, chemical, substance, compound, or mixture defined as a hazardous substance by any local, state or federal law, rule or regulation.

1.13 *Laboratory* means a testing laboratory that the Owner designates or approves for the Project.

1.14 *Notice to Proceed* means the Owner's written notice to the Contractor establishing the date to begin the Work.

1.15 *Owner* means the City of Bastrop, Texas.

1.16 *Plans* mean the Engineer's plans, profiles, cross-sections, working drawings, and supplemental drawings that show the location, character, dimensions, and details of the Work.

1.17 *Punch List* means the list of Work items that the Contractor must correct in compliance with the Contract after Substantial Completion to achieve Final Completion.

1.18 *Retainage* means the part of the Contract payment withheld by the Owner to secure performance of the Contract.

1.19 *Shop Drawings* means the drawings, diagrams, illustrations, brochures, schedules or other data prepared by the Contractor, Subcontractors, manufacturers, Suppliers, or distributors to illustrate specific portions of the Work.

1.20 *Specifications* includes the technical written descriptions for and other documents that show the materials, equipment, construction systems, standards and workmanship for the Project contained in the Contract Documents and designated as Specifications.

1.21 *Subcontractor* means a person or entity contracting with the Contractor to perform part of the Work at the Project site, including a subcontractor contracting with the Subcontractor.

1.22 *Substantial Completion* means the date at which the Owner or Engineer certifies that the Owner may occupy, use or operate the Project for its intended purpose. Partial use or occupancy of the Project does not qualify as Substantial Completion.

1.23 *Superintendent* means the Contractor's representative with authority to act for the Contractor.

1.24 *Supplier* means a person or entity that provides only materials, supplies or equipment for the Work.

1.25 *Work* means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project in strict accordance with the Contract Documents.

1.26 *Work Change Directive* means a documented, written direction or instruction from the Owner Project Manager to Contractor to perform a specific task or change, regardless of agreement, that does not change the Contract Price or Contract Times.

1.27 *Working Day* means a calendar day, not including Sunday or holidays observed by the Owner, in which weather permits the performance of the Work for a continuous period of not less than five hours between 7 a.m. and 6 p.m.

2. SCHEDULES, REPORTS, AND OTHER DOCUMENTS

2.1 Preconstruction Meeting Submittals. At the preconstruction meeting the Contractor will make a submittal to the Owner that includes the:

- (1) Project schedule showing the order in which the Work will be performed, the dates at which the various parts of the Work will begin, meetings with the Owner and its representatives, and the estimated date of completion for each part of the Work, as set forth in the Contract;
- (2) Schedule of values (for lump sum Work items) shall include quantities and prices of items which, when added together, equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. The mobilization value shall not exceed 5.0 (five) percent of the Contract Price.
- (3) Owner and Contractor each shall designate, in writing, a specific individual to act as authorized representative with respect to the services and responsibilities under the Contract. To the extent permitted by law, such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.
- (4) The proposed dates to provide Shop Drawings to the Owner;
- (5) Proposed dates to start the manufacture, testing and installation of materials, supplies and equipment; and
- (6) Anticipated schedule for and amount of monthly invoices.
- (7) List of proposed subcontractors.

The schedule for submittals must coordinate with the construction schedule and allow the Owner and Engineer reasonable time to review a submittal. If the Contractor fails to include a schedule in a required submittal, the Owner is not required to approve an increase in the Contract Price or grant an extension of time to the Substantial Completion date based on the time required to review a submittal.

2.2 Approval of Project Schedules and Submittals. The Contractor's Project schedules and submittals are subject to the Owner's approval and are not effective until approved by the Owner. If a submittal or schedule is not approved, the Contractor must revise the schedule or submittal to comply with the Owner's or Engineer's recommendations and make a new submittal or schedule to the Owner for approval.

2.3 Updates to Submittals. The Contractor must update each of the schedules and submittals required by this Contract and submit them electronically to the Owner with the Contractor's monthly pay applications. Updated construction schedules must reflect actual conditions and must identify any delays previously encountered and how the Contractor intends to overcome them. Owner may withhold payment until the Contractor provides the updated schedules and submittals.

2.4 Additional Submittals, Drawings and Instructions. During construction of the Project the Contractor must submit to the Owner any other documents required by law or requested by the Owner that relate to the Work. The Contractor must comply with the Owner's revised or additional Plans, Drawings, Specifications, and instructions issued during the Work.

2.5 Intent of Contract Documents. The Contract Documents are intended to include all items necessary for the proper execution and completion of the Work. The Contractor must perform the Work consistent with the Contract Documents and reasonably inferable from the Contract Documents as being necessary to produce the indicated results. To facilitate construction and coordination, before starting each portion of the Work, the Contractor must carefully:

- (1) Study and compare the Contract Documents pertaining to that portion of the Work;
- (2) Review and study the information furnished by the Owner;
- (3) Take field measurements of existing conditions related to that portion of the Work; and
- (4) Observe site conditions that may affect that portion of the Work.

2.6 Inconsistent Contract Documents. In its capacity as a contractor and not as a licensed design professional, the Contractor must promptly report, in writing, to the Owner and Engineer any errors, inconsistencies, or omissions in the Contract

Documents known to the Contractor. The Contractor must pay to the Owner any costs and damages that arise from Contractor's failure to comply with this paragraph.

2.7 Street Work Schedule. For street, roadway, and utility projects, the Contractor may remove and replace concrete only between the hours of 7:30am to 6:00pm, Monday through Friday of each week. Unless the Contractor receives the Owner's prior written consent, the Contractor's Work must not interfere with peak traffic. The Contractor may saw cut at any time, but concrete must be replaced within ten Working Days of the removal.

3. **SHOP DRAWINGS**

3.1 Submission. The Contractor must submit for the Owner's approval, and in accordance with the accepted Schedule of Submittals, Contractor's Shop Drawings and samples of materials and equipment to be installed in the Work prior to performing work to which they apply. The Contractor must request and obtain Owner's approval of a Change Order prior to submitting a Shop Drawing that deviates from the Contract Documents. In submitting Shop Drawings, product data, samples, and similar submittals, the Contractor represents that the Contractor has:

- (1) Reviewed and approved them;
- (2) Verified materials, field measurements, and field construction criteria related to them; and
- (3) Checked and coordinated the information contained in them with the requirements of the Contract Documents and the Work.

If the Contract Documents require the Contractor to submit Shop Drawings, product data, samples or similar submittals to the Owner for approval, the Contractor must not perform the portion of Work to which they apply until the Owner and Engineer approve them.

3.2 Review. The Owner, or its designated representative, will review the submitted Shop Drawings and samples and provide a response to the Contractor within 21 days of receipt of the Shop Drawings or samples. The Owner's approval of a Shop Drawing or sample of material or equipment, however, does not release the Contractor from its responsibility to comply with the Contract Documents.

3.3 Availability. The Contractor must keep the approved Shop Drawings at the Project site and make them available to the Owner and Engineer.

4. **MATERIALS AND EQUIPMENT**

4.1 Materials and Equipment Incorporated into the Work. Materials, equipment, and articles that will be incorporated into the Work must:

- (1) Be stored in a manner that preserves their quality and fitness for the Work;
- (2) Be free from defects and flaws and shall be performed and furnished in strict accordance with the Contract Documents;
- (3) Be kept in a location that allows for Owner's prompt inspection;
- (4) Conform to the samples provided by the Contractor and approved by the Owner;
- (5) Not be subject to a security interest or any other interest retained by the seller;
- (6) Not be used for any purpose prior to incorporation into the Work unless the Owner consents in writing; and
- (7) Be applied, installed, connected, erected, used, cleaned and conditioned as directed in the Contract.

4.2 Supply Source. Before the Contractor orders materials, equipment, supplies, or articles, the Owner may require the Contractor to obtain the Owner's prior written approval of the supply source.

4.3 Substitutions. Materials, equipment, or articles specified by trade name, brand name, or catalogue number set the standard of quality and performance required for the material, equipment, or article. With the Owner's approval the Contractor may use a material, equipment, or article *equivalent to* or *equal to* the specified material, equipment, or article. The Contractor warrants that an approved substituted material, equipment or article will not affect the function or design of the Project. The Contract Price may be adjusted by Change Order in the amount of the cost differential between the specified material, equipment, or article and the approved substitution. But, the Contractor must pay the cost of any additional component parts required for the substituted material, equipment, or article.

5. INSPECTION AND TESTING

5.1 Requirements. All materials, equipment, articles, and supplies used to construct the Project:

- (1) Must be tested and inspected according to the requirements of the Contract and the requirements of public agencies or authorities with jurisdiction over any portion of the Work. The Contractor must furnish the Owner with certificates of any inspection, testing or approval required by public agencies;
- (2) That require a Laboratory test will be tested at a Laboratory that the

Owner selects and the Owner will pay for the tests directly, unless specified otherwise in the Contract;

(3) May be inspected at the factory or fabrication plant of the supply source;

(4) If approved by the Owner, may be submitted as representative samples to be inspected and tested; and

(5) Must be retested at Contractor's sole cost if the initial test shows that the Contractor's Work does not comply with the Contract (Contractor to reimburse the Owner for the retesting cost).

5.2 Advance Notice. The Contractor must notify the Owner at least:

(1) 48 hours before starting any part of the Work;

(2) 24 hours before testing any part of the Work; and

(3) 48 hours before working on a Saturday.

5.3 Removal and Replacement. The Contractor must:

(1) Remove and replace material, articles, supplies, equipment, or any part(s) of the Work that do not meet the Contract Documents requirements within the time required by Owner at Contractor's expense, including fees for required additional testing, inspections, engineering services, or other consulting services;

(2) Uncover and replace at its sole cost any portion of the Work that has been covered without the required testing or contrary to the Owner's written directives; and

(3) Even if the Contract Documents do not require a test or inspection prior to covering up the Work, uncover, expose or make available any portion of the Work for inspection or testing if the Owner determines that it is necessary. If the covered part of the Work does not comply with the Contract, the Contractor must pay the costs associated with uncovering, testing, inspecting, and replacing that part of the Work. If that part of the Work complies with the Contract, the Owner will issue a Change Order that provides for an increase in the Contract Price or an extension of Contract Time, or both, directly related to the Contractor's expense of uncovering, inspecting, testing, and re-covering that part of the Work.

5.3.1 The Contractor, or the Surety upon Owner's demand and absent any other default by Contractor, must pay the additional costs specified in this Section 5.3

within 10 days of Owner's written notice to Contractor or Surety, or if sufficient funds remain payable in the Contract, the Owner may deduct the additional costs from Contractor's next payment(s) due. If the Contractor does not remove, replace and correct the rejected part of the Work according to the Owner's notice, the Owner may remove, replace or correct the rejected part of the Work and store salvageable materials, all at Contractor's or its Surety's expense.

5.4 Access to Project Site. The Contractor must:

- (1) Allow the Owner, and federal and state agencies participating in the Project, access to the Project site and records relating to the Project; and
- (2) Provide proper facilities for access, inspection and testing.

The Owner may enter the Project site to observe and inspect the Work and to construct or install collateral work.

5.5 Owner Approval. The Owner's approval of tests, inspections, or replacement of Work does not relieve the Contractor of its obligation to perform the Work according to the Contract Documents.

6. SURVEYS AND PERMITS

6.1 Surveys. The Owner will establish control points for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work, as shown in the Contract Documents. The Contractor must:

- (1) Furnish all necessary construction staking and markers at its expense;
- (2) Contract with a qualified surveyor to stake Work required by the Contract;
- (3) Pay the cost to replace stakes or markers removed or destroyed by Contractor's negligence; and
- (4) Maintain a suitable Architect's or Engineer's level at the Project site.

6.2 Permits and Licenses. The Contractor must obtain and pay for all permits and licenses required to perform the Work, unless otherwise provided for in the Contract Documents. The Contractor will comply with and give notices required by applicable laws, rules, regulations, and requirements of public authorities. The Contractor must obtain and pay all charges for street closings and traffic control necessary to perform the Work. The Contractor bears the cost of correcting violations of the applicable laws, rules, regulations and requirements of public authorities.

7. PROTECTION OF WORK, PROPERTY AND PERSONS

7.1 Safety. The Contractor must initiate, maintain and supervise all safety precautions and programs in connection with the Work, including:

- (1) Protecting the safety of and preventing injury, loss, or damage to its employees, Subcontractors, Owner's employees, and other persons at or adjacent to the Project site during the Work;
- (2) Where applicable, furnishing and erecting barricades, fences, lights, and any other safety precautions required by the most current version of the Texas Manual on Uniform Traffic Control Devices;
- (3) Establishing adequate detours for streets blocked to traffic;
- (4) Preventing damage to property on or adjacent to the Project site not designated for removal, relocation or replacement during the Work, including trees, shrubs, plants, lawns, sidewalks, pavement, roadways, structures and utilities
- (5) Preventing injury or damage to any part of the Work and the materials or equipment to be incorporated into the Work, whether stored on or off site;
- (6) Not removing trees, plants or shrubs without the Owner's prior written consent;
- (7) Providing suitable temporary bridges across trenches that block driveways, as directed by the Owner; and
- (8) Providing temporary drainage, as necessary.

7.2 Damage to Property. The Contractor must:

- (1) Monitor and promptly replace barricades and warning devices that are damaged or removed;
- (2) Except as provided in this Section, replace or repair, at its sole cost, public or private property damaged, destroyed or removed by the Contractor during the Work;
- (3) Repair or pay for the repair or replacement of underground utility, cable, telecommunications and other facilities covered by the Act that are damaged by Contractor; and
- (4) Not unload any track type construction machinery on existing pavement, or cross over any existing pavement or curb with the track type construction machinery.

7.3 Utilities and Underground Facilities. The Contractor must:

- (1) Locate all underground obstacles. The Owner does not represent that the Plans and Drawings accurately show the location of all sewer, water, gas, telephone, cable, electric, petroleum or other underground facilities;
- (2) Not interrupt utility services unless necessary to perform the Work;
- (3) Before excavating, contact the Texas Underground Facility Notification Corporation as required by the Underground Facility Damage Prevention and Safety Act (Chapter 251, Texas Utilities Code); and
- (4) Contact the Owner and other companies not subject to Chapter 251, Texas Utilities Code, that have facilities in, on, under, or adjacent to the Project site at least one week before performing any Work that will affect the Owner or any of the other companies' facilities. The Contractor must comply with the Owner's reasonable requirements to minimize the impact or the interruption of utilities to utility customers.

7.3 Project Site Clean Up. The Contractor must:

- (1) Keep the Project site reasonably clean at all times;
- (2) Dispose of surplus materials;
- (3) Clean up the Project site at the end of the Work and remove all remaining equipment, scrap materials, and temporary structures;
- (4) Restore existing facilities and property to a comparable condition as they were in when the Work began; including re-vegetative measures for all disturbed areas within City ROW.
- (5) Secure equipment and materials in advance of a hurricane or other natural disaster as required by the Owner.
- (6) Unless not feasible using commercially reasonable best efforts, stockpiles shall be contained and securely protected from wind.

8. CONTRACTOR STATUS AND SUPERVISION. The Contractor is an independent contractor and not an agent or servant of Owner. The Contractor must supervise and direct the Work according to the Contract requirements and is *solely* responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor must employ and maintain at the Project site a qualified Superintendent whose name has been submitted to the Owner. The Superintendent

must:

- (1) Have authority to act on behalf of the Contractor and all communications given to the Superintendent are binding on the Contractor; and
- (2) Keep in daily contact with and be able to effectively communicate with the Owner's representative and Engineer during the Work.

9. CONTRACT CHANGES

9.1 Change Orders Required. The Contract Price and/or the time in which the Contractor must achieve Substantial Completion may only be changed by a Change Order approved by the Owner.

9.2 Owner Changes. During the Contractor's performance of the Work the Owner may:

- (1) Order changes to the Work;
- (2) Make necessary changes to the Plans, Drawings, or Specifications; or
- (3) Increase or decrease the quantity of Work to be performed or materials, equipment, or supplies to be furnished.

If the Owner and Contractor agree that the change increases or decreases the Contract Price or the time to achieve Substantial Completion, the Owner will issue a Change Order within 30 days of the decision to equitably adjust the Contract Price or Substantial Completion time. The Contractor must continue the Work pending Contractor's receipt of the Owner's executed Change Order. Minor changes that are consistent with the scope of the Work or do not affect the time for Substantial Completion will not result in a Change Order to increase the Contract Price or to extend the time to achieve Substantial Completion.

9.3 Contractor Changes. The Contractor may request changes to the Work, by submitting a written request to the Owner describing the:

- (1) Proposed change;
- (2) Reason for the change; and
- (3) Effect on the Contract Price and time for Substantial Completion.

The Contractor must submit all documentation reasonably required by Owner that supports Contractor's Change Order request. If the Owner determines that the change is necessary or beneficial and increases or decreases the Contract Price or time to achieve Substantial

Completion, the Owner will issue a Change Order within 30 days of the Owner's determination to issue a Change Order that equitably adjusts the Contract Price or time to achieve Substantial Completion. The Contractor must continue performing the Work pending Contractor's receipt of the Owner's executed Change Order.

9.4 Disputed Change Orders and Effect of Agreement. The Contractor may file a Claim as specified in these General Conditions if the Contractor disputes Owner's determination as to a requested Change Order. An agreement on any Change Order is a final settlement of all the Contractor's Claims arising out of or relating to the change to the Work that is the subject of the Change Order, including all direct, indirect, and impact costs associated therewith and any adjustments to the Contract Price and time for Substantial Completion and Final Completion.

9.5 Delays. The Contractor may request a Change Order to extend the time to achieve Substantial Completion for a delay to the Work caused by:

- (1) Force Majeure; or
- (2) Owner's changes to the Work, as specified above.

Within five calendar days of the beginning of the delay, the Contractor must give written notice to the Owner and Engineer identifying the cause of the delay and the anticipated effect of the delay on the progress of the Work. Within five days of the date that the delay ends, the Contractor may submit to the Owner a written Change Order request for an extension of time for Substantial Completion of the Work. The written request must state the:

- (1) Cause of the delay;
- (2) Date the delay began and ended;
- (3) The effect of the delay on the progress of the Work;
- (4) Number of calendar days or Working Days requested for the time extension;
- (5) Facts that show the delay and the need for a time extension; and
- (6) Any other relevant information reasonably requested by the Owner or Engineer.

THE CONTRACTOR'S SOLE REMEDY FOR A DELAY, HINDRANCE, INTERRUPTION OR OBSTRUCTION TO THE WORK IS AN EXTENSION OF TIME TO ACHIEVE SUBSTANTIAL COMPLETION. THE CONTRACTOR WILL NOT RECEIVE ANY COMPENSATION OR DAMAGES FOR A DELAY, HINDRANCE, INTERRUPTION OR OBSTRUCTION TO THE WORK.

9.6 Value of Work. The Owner will determine the value of any Work covered by a claim for an increase or decrease in the Contract Price by using one or more of the following methods in the listed order of precedence:

- (1) Unit prices previously approved;
- (2) An agreed-upon lump sum amount; or
- (3) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the item of Work *plus* an agreed upon amount not to exceed 15 percent of the actual cost of the item of Work to cover the cost of the Contractor's general overhead and profit.

9.7 Changes to Contract Price. The Contract Price:

- (1) May not be increased by more than 25% through Change Orders; and
- (2) May not be reduced by more than 25% through Change Orders without the Contractor's consent.

9.8 Claims.

9.8.1 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A change in the Contract Price or the Contract Times shall be accomplished only by a written Change Order. Accordingly, no course of conduct or dealings between the parties, no expressed or implied acceptance of alterations or additions to the Work, and no claim that the owner has been unjustly enriched by any alterations or additions to the Work shall be the basis of any Claim for an increase in any amount due under the Contract Documents or a change in any time period provided for in the Contract Documents. Under no circumstances will an act or failure to act on the part of the Owner or Engineer constitute a waiver of the written Change Order requirement for extra work. A written Change Order is a strict condition precedent for payment for extra work.

B. Upon request of Owner or Engineer, Contractor shall without cost to Owner submit to Engineer, in such form as Engineer may require, an accurate written estimate of the cost of any such proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for

each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of material shall be shown if required by Engineer. Contractor shall promptly revise and resubmit such estimate if Engineer determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by Engineer, Contractor shall obtain and furnish to Engineer bona fide proposals from recognized suppliers for furnishing any material included in such work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at Contractor's expense. Contractor shall state in the estimate any extension of time required for completion of the Work if the change or extra work is ordered.

C. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided herein Section 9.8.

9.8.2 *Unauthorized Changes in the Work:* Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents amended, modified, or supplemented as provided for with Owner's approval and execution of a Contract amendment or Change Order.

9.8.3 Notice of Claim. The Contractor must submit a written document to the Owner and Engineer clearly titled "Notice of Claim" within five days of Contractor's discovery of an event that may result in a Claim. The Notice must clearly identify the basis for the complaint and the impact or damages that may happen or have happened. If the impact or damages cannot be assessed as of the date of the Notice, the Contractor must provide a good faith explanation and estimate of the impact or damages and the anticipated date by which the Contractor will be able to amend the Notice to clearly identify the impact or damages. The Owner must have timely, specific Notice of a Claim so that problems or potential problems can be mitigated promptly.

9.8.4 Claim. In addition to the Notice of Claim above, the Contractor must file with the Owner and Engineer a document titled "Claim" within 60 days of the event resulting in a claim for damages, which Contractor agrees is a reasonable notice requirement.

9.8.5 Receipt of Notice of Claim. After receipt of a Notice of Claim, the Owner may refer the matter to the Engineer or another party for review and recommendation for the Owner's consideration. The Contractor must attend meetings scheduled to review and discuss the Claim and must furnish reasonable factual back-up for the Claim. The Contractor must diligently continue performing the Contract during pendency of the Claim, excepting termination of the Contract or Owner's direction to stop the Work.

9.8.6 Waiver of Claims. The Contractor waives a Claim or portion of a Claim that is not the specific subject of a Notice of Claim or Claim under Section 9.8.

9.8.7 Resolution of Claims. If a Claim is not resolved within three months of the date of Contractor's application for final payment through the Claim procedures or mediation, the Contractor is entitled to institute litigation on the Claim in a court with jurisdiction in Bastrop, Texas.

9.8.8 Calculation of Claim Amount. In calculating the amount of a Claim:

- (1) Indirect or consequential damages are not allowed;
- (2) Recovery cannot be based on a comparison of planned expenditures to total actual expenditures, a comparison of planned manloading to actual manloading, estimated losses of labor efficiency, or any other analysis used to show damages indirectly;
- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong;
- (4) Home office overhead, other home office charges or any Eichlay formula calculation is not allowed;
- (5) No profit is allowed.

10. TIME TO COMPLETE WORK AND LIQUIDATED DAMAGES

10.1 Contract Time. The Contractor must:

- (1) Begin the Work on the date specified in the Notice to Proceed;
- (2) Achieve Substantial Completion within the time specified in this Contract;
and
- (3) Complete the Punch List by the Final Completion Date.

10.2 Liquidated Damages.

10.2.1 Failure to Achieve Substantial Completion Date. If the Contractor fails to achieve Substantial Completion within the time required by this Contract, the Owner may assess liquidated damages in the amount shown in the Contract for each consecutive Calendar Day beyond Substantial Completion that Contractor fails to achieve Substantial Completion and may deduct the amount from the money due to the Contractor.

10.2.2 Failure to Achieve Final Completion Date. If the Contractor fails to complete the Punch List by the Final Completion Date the Owner may assess liquidated damages in the amount shown in the Contract for each consecutive Calendar Day beyond the Final Completion Date that Contractor fails to complete the Punch List and may deduct the amount from the money due to the Contractor.

10.2.3 Force Majeure. The Owner will not assess liquidated damages for a delay caused by Force Majeure.

10.2.4 Not a Penalty. The liquidated damages required by this Contract are not a penalty but a reasonable forecast of just compensation to the Owner for harm caused by the Contractor's delay that is difficult or impossible to determine at the time of execution of this Contract.

11. DIFFERING SITE CONDITIONS

11.1 Disturbance of Condition. Except in cases of emergency the Contractor must give the Owner at least a three-days written notice before the Contractor disturbs a subsurface condition, latent physical condition, unknown physical condition, or unusual physical condition, if any of those conditions differ materially from a condition indicated in the Contract.

11.2 Investigation. When the Owner receives the Contractor's written notice, the Owner will promptly investigate the condition. If the Owner determines that the condition materially differs from the Contract and will cause an increase or decrease in the Contract Price or time for Substantial Completion, the Owner will issue a Change Order to equitably adjust the Contract Price or time for Substantial Completion.

12. SUSPENSION OR TERMINATION OF WORK

12.1 Owner's Termination for Contractor Default.

12.1.1 Basis for Termination. The Owner may declare the Contractor in default of the Contract if the Contractor:

- (1) Violates a term of the Contract;
- (2) Does not employ or use skilled workers on the Project or an adequate number of workers;
- (3) Does not timely pay its Subcontractors, workers or Suppliers;
- (4) Does not comply with laws, regulations, rules and orders applicable to the Work;
- (5) Disregards the Owner's or Engineer's authority under the Contract; or

(6) Ceases to perform the Work at the Project site and does not resume the Work within ten Calendar Days after receiving written notice from the Owner to resume the Work.

12.1.2 Notice of Default. The Owner will give the Contractor and Surety notice of the default in writing citing the terms of the Contract that have been breached and what action the Contractor must take to cure the default. If the Contractor fails to cure the default within 30 days of the Owner's notice, the Owner may, without prejudicing any other rights or remedies, provide a second written notice to the Surety and Contractor that terminates the Contract.

12.1.3. Contractor's Obligations Upon Receipt of Notice. Upon receipt of Owner's notice of termination of the Contract, the Contractor must:

- (1) Stop the Work;
- (2) Not remove any materials, equipment or supplies located at the Project site;
- (3) Not enter into any Subcontracts or place any further orders for Supplies or products for the Work;
- (4) Terminate all orders and Supplier and Subcontractor contracts that relate to the remainder of the Work or, as directed by Owner, assign to the Owner all the Contractor's rights and interest in Supplier and Subcontractor contracts;
- (5) Protect and preserve property related to the Work at the Project site; and
- (6) Perform safety measures to protect the Work already performed at the Project site.

12.1.4 Use of Materials and Equipment. The Owner, Surety, or the completing contractor of either the Owner or Surety, may use the materials, equipment, and supplies located at the Project site to complete the Work, which will be reflected in the cost to complete the Work and for which the Contractor will not receive a credit to or reduction in the Contract Price.

12.1.5 Surety's Failure to Comply with Performance Bond. If the Surety fails to take any of the prescribed actions identified in the Performance Bond within 30 days of the Surety's receipt of the Owner's termination of the Contract, the Owner may complete the Work or contract with another contractor to complete the Work. The Owner will apply the remaining Contract balance to the Owner's entire cost to complete the Work, including liquidated damages, additional engineering fees, attorney's fees and all other expenses caused by Contractor's default. Labor performed by Owner's work forces will be calculated based on each employee's hourly wage plus the cost of

benefits. If the Owner's entire cost to complete the Work exceeds the Contract balance, the Contractor and Surety must pay the Owner the entire difference between the cost to complete the Work and the remaining Contract balance. If the Owner's entire cost to complete the Work is less than the remaining Contract balance, the Owner will credit to the Contract the difference between the Contract balance and the cost to complete the Work.

12.2 Contractor's Termination or Suspension.

12.2.1 Owner's Default. The Contractor may declare the Owner in default if the Owner fails to pay the Contractor any amount due under an approved application for payment as required in the Contract. The declaration of default must be in writing and delivered to the Owner's City Manager at the address stated in the Contract Documents. If the Owner does not begin to cure the default within ten calendar days of receipt of the Contractor's written notice, the Contractor may suspend the Work until the Owner complies with the Contract or wholly abandon the Work and remove all machinery, tools and equipment from the Project site that have not been included in the Owner's payments to the Contractor.

12.2.2 Owner's Payment to Contractor. If the Contract is terminated under this Section 12.2, the Owner will pay the Contractor for the following, which is the limit of Owner's liability to Contractor:

- (1) All completed Work to the date of termination for which payment has not been made;
- (2) The Contractor's reasonable expenses incurred to perform the Work that cannot be utilized on the Project; and
- (3) Retainage held by the Owner.

12.2.3 Deductions from Payment to Contractor. The Owner may deduct from the payment any sums the Contractor owes the Owner under the Contract.

12.2.4 Suspension of Work. If the Contractor suspends the Work as allowed by this Section, the Owner will extend the time to achieve Substantial Completion by the number of calendar days or Working Days (depending on the type of Contract) that the Work was suspended.

12.3 Force Majeure. If the Work is suspended for more than 90 days because of Force Majeure the Contractor may terminate the Contract after providing at least ten days' advance written notice to the Owner. If the Contract is terminated under this Section 12.3, the Owner will pay the Contractor for:

- (1) All completed Work to the date of termination plus for which payment has not been made; and

(2) Retainage held by the Owner.

The Owner may subtract from the payment any sums the Contractor owes the Owner under the Contract.

13. PAYMENTS TO CONTRACTOR

13.1 Pay Applications.

13.1.1 Contractor's Submittal. By the 5th day of each month the Contractor must submit to the Owner a pay application for Work performed in the preceding month. The Contractor must sign the pay application request and include with it:

- (1) The estimate for Work performed during the period covered by the pay application;
- (2) Supporting data, acceptable to the Owner, that shows the Owner's title to and Contractor's insurance for, the materials and equipment stored at or near the Project site that have not been incorporated into the Work;
- (3) The Contractor's updated progress schedules and payroll documents; and
- (4) Any other data requested by the Owner, which may include releases from Contractor's Subcontractors and Suppliers for which Contractor has previously received payment.

13.1.2 Owner's Response. Within ten days of receipt of the monthly pay application the Owner will:

- (1) Approve the pay application; or
- (2) Return the pay application to the Contractor with written reasons for refusing to approve payment.

13.1.3 Pay Application Corrections. If the pay application is not approved, the Contractor may correct the pay application and resubmit it to the Owner.

13.2 Retainage.

13.2.1 Contracts Less Than \$5 Million. For Contracts with an original Contract Price less than \$5 Million the Owner will retain 10% of the amount of each payment until Final Completion. After 50% of the Work has been completed, the Contractor may request that the Retainage be reduced to 5% of each payment. If the Owner determines that the Work has been performed according to the Contract, the

Owner will reduce the Retainage to 5% of each payment.

13.2.2 Contracts \$5 Million or More. For Contracts with an original Contract Price of \$5 Million or more, the Owner will retain 5% of the amount of each payment until Final Completion.

13.2.3 Contracts \$10 Million or More (or contracts awarded using a method other than competitive bidding). For a competitively awarded contract with a value of \$10 Million or more, and for a contract that was awarded using a method other than competitive bidding, Owner and Contractor may agree to deposit in an interest-bearing account the retainage withheld on periodic contract payments.

13.3 Withholding Payment. In addition to any other remedies to which Owner may be entitled, the Owner may withhold payments or part of a payment, including but not limited to, to the Contractor if the Owner receives written notice from the Surety, a Subcontractor, or a Supplier that the Contractor has not paid a Subcontractor for Work performed or a Supplier for material, equipment or supplies furnished for the Project. The provisions of this paragraph are for the sole benefit and protection of the Owner and do not obligate the Owner to withhold payment for the protection or benefit of third parties.

13.4 Final Payment. The Owner will issue the final payment within 30 days of:

- (1) Final Completion; and
- (2) The Contractor submitting to the Owner an executed Affidavit of Bills Paid showing that all Subcontractors and Suppliers have been paid.

The Owner's issuance of final payment does not release the Contractor or the Surety from any remaining obligations under this Contract. By accepting the final payment, the Contractor relinquishes any claims against the Owner arising out of the Contract and performance of the Work.

14. PERFORMANCE AND PAYMENT BONDS.

14.1 Performance Bond and Payment Bond. The Contractor must maintain a Performance Bond and Payment Bond meeting the requirements of this Contract in effect for the duration required by this Contract.

14.2 Furnishing Information. The Contractor must furnish information to the Subcontractors and Suppliers as required by Chapter 2253, Tex. Gov. Code.

15. ASSIGNMENT. The Contractor may not assign, sell, transfer, or otherwise dispose of this Contract or any part of this Contract without the Owner's prior written consent.

16. MULTIPLE CONTRACTS. The Owner may award other contracts in connection with this Project. The Owner will notify the Contractor at the pre-bid meeting if the Owner has awarded or intends to award separate contracts as part of the Project. The Contractor must coordinate the Work with the work of the other contractors, allow reasonable storage of contractors' materials at the Project site, and connect any part of the Work that must be connected to the other contractors' work. If the Work depends on other contractors' work, the Contractor must promptly report any defects in the other contractor's work that render the Project unsuitable.

17. SUBCONTRACTS. The Contractor may use a Subcontractor to perform specialized parts of the Work, but may not award work to Subcontractors, the total value of which exceeds 50% of the Contract Price, without the Owner's prior written approval.

18. ENGINEER'S AUTHORITY. If an Engineer is listed in this Contract, the Engineer will assist the Owner during construction of the Project by providing the Owner with an opinion on the quality and acceptability of materials, equipment and supplies furnished and Work performed. The Engineer may visit the Project site and determine if the Work is proceeding as required by this Contract; however, the only the Owner shall have the authority to agree and authorize any changes in the Work.

19. LAND AND PROPERTY INTERESTS. Unless another Contract Document provides otherwise, the Owner will obtain title to all the land and all property interests, including easements and rights-of-way, needed for the Project, and will provide the Contractor with descriptions or maps of the same. The Contractor must provide, at its sole cost, any land needed for temporary construction facilities or storage of materials and equipment.

20. WARRANTY

20.1 Warranty. The Contractor warrants that for a period of one year (measured from Date of Substantial Completion or from the Date of Final Completion for Punch List items, whichever date is later) the:

- (1) Project will be free from faulty or poor quality workmanship;
- (2) Materials will not be substandard, faulty, or of poor quality; and
- (3) All parts of the Project will meet the appearance, quality and performance that applied when the Warranty period began.

20.2 Notice. The Owner will promptly notify the Contractor in writing if the Owner observes any part of the Work that does not meet the requirements of 20.1 (1)-(3) above (Nonconforming Work) during the applicable one-year warranty period. The Contractor must promptly correct the part of the Nonconforming Work at Contractor's sole expense and in a manner approved by Owner/Engineer. If the Contractor does not

correct the Nonconforming Work within 30 days of receiving the Owner's written notice, the Owner may seek any remedies provided by law, or correct the Nonconforming Work and charge the Contractor the Owner's actual cost of correcting the Nonconforming Work. If the Owner corrects the Nonconforming Work, the Contractor must pay the Owner's cost within 30 days of receipt of an invoice from the Owner. The Contractor's warranty obligations survive termination of the Contract.

21. TAXES

21.1 **Payment of Taxes.** The Contractor must pay all taxes that apply to the Work. The Owner is a tax exempt entity under Section 151.309, Texas Tax Code. The Owner will provide the Contractor with a copy of the Owner's tax exempt certificate for purchases that are exempt from payment of a sales tax.

22. UNIT PRICES. If any of the Work is paid on a unit price basis, the Owner will pay the Contractor based on the actual quantities of Work performed or materials furnished. The Owner will not pay the Contractor for any damages, lost profits, or any other losses or claims based on the difference between the estimated quantities shown in the Request for Bids and the actual quantities of Work performed or materials furnished. Negotiation or changes to unit prices due to material/labor price increases will not be allowed for the duration of this project. The bid unit prices of the successful bidder for the project shall govern regardless of the magnitude of price decrease or increase in material costs during the project duration.

23. AS-BUILT DRAWINGS. As-built drawings are the marked-up drawings, maintained by the Contractor on-site, that depict actual conditions and deviations from the Contract Documents. These deviations and additions may result from coordination required by, but not limited to: contract modifications; official responses to submitted Requests for Information (RFI's); direction from the Owner; design that is the responsibility of the Contractor, and differing site conditions. Maintain the as-builts throughout construction as red-line PDF files. These files serve as the basis for the creation of the record drawings.

24. RECORD DRAWINGS. The record drawings are the final compilation of actual conditions reflected in the as-built drawings. Record drawings will show the final location, final grades, sizes and types of the various facilities, equipment, piping, valves, instruments and other major items of the Work. The Contractor must furnish to the Owner this set of prints, along with a complete set of "record drawings" that show the Project as constructed, as well as final shape files and final surface files (when applicable), before the Owner releases the final payment to the Contractor. In addition to, the Contractor must supply final shape files (.shp) and final surface files (.mms)

25. NOTICE. All notices will be in writing and may be delivered by email, mail, or in person,. Mailed notice is deemed received three days after the date of deposit in the United States mail. All notices will be delivered to the following addresses:

To the Contractor: Contractor's Address Shown in the Bid Submittal Form

To the City: City of Bastrop
Attn: Hudson Mills
City of Bastrop
1311 Chestnut Street, Bastrop
Texas 78602

26. DISPUTE RESOLUTION PROCEDURES. If the Owner or Contractor disputes any matter relating to this Contract, the parties will, in good faith, before bringing any legal action, try to settle the dispute by submitting the matter to mediation before a third party selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

27. COMPLIANCE WITH LAWS.

27.1 Compliance with Laws. The Contractor must comply with all laws, ordinances, rules, and regulations that apply to the Work and Project. The Contractor, also, must comply with the following, whether or not applicable by other law, ordinance, rule or regulation:

- (1) Texas Department of Highways and Public Transportation—Texas Manual on Uniform Traffic Control Devices for Streets and Highways (for street, bridge and drainage projects);
- (2) U.S. Department of Labor Occupational Safety and Health Administration— Safety and Health Regulations for Construction—Excavation, 29 CFR 1926, Subpart P, as amended;
- (3) The City of Bastrop Stormwater Drainage Design Manual, the Texas Commission on Environmental Quality's Texas Pollutant Discharge Elimination System (TPDES) regulatory and permit requirements, and all other laws and regulations related to storm water;
- (4) The City of Bastrop Design Standards; and
- (5) Environmental Laws.

Hazardous Substances. If the Contractor encounters what it believes to be a Hazardous Substance on the Project site or that may affect the Work, the Contractor must stop work in the area immediately and report the condition to the Owner and Engineer in writing and may not resume the Work until the Owner provides written notice to the Contractor to do so.

2. SUPPLEMENTARY CONDITIONS

[City to include Supplementary Conditions, if any.]

DRAFT

3. ENGINEER'S PLANS AND SPECIFICATIONS

[Include copy of Engineer's plans and specifications, if available.]

DRAFT

4. CONTRACTOR'S BID FOR THE PROJECT

[Include copy of Contractor's bid/quote and Letter of Intent.]

DRAFT

5. PERFORMANCE BOND

Bond No. _____

Name of Surety: _____

Name of Contractor as Principal: _____

Name of Owner as Obligee: City of Bastrop, Texas

Name of Project: _____

CIP Project No. (if applicable) _____

Date of Contract: _____

(Not before Bond execution date)

Bond Amount (Contract Price): _____

RECITALS:

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Bastrop. The Contract requires the Contractor to furnish this Performance Bond.

AGREEMENT:

The Surety and Contractor enter into this Performance Bond and bind themselves in favor of the Owner in the Bond Amount shown above. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

1. **CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Performance Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
2. **DURATION OF BOND OBLIGATION.** This Performance Bond is conditioned on the faithful performance of the Work in accordance with the Contract and remains in effect until the Contractor performs all its obligations under the Contract and this Performance Bond, including the warranty period expressed in the Contract.
3. **NOTICE OF CONTRACTOR'S DEFAULT.** If the Surety receives written notice from the Owner (sent by certified or registered mail to the Surety's

Registered Agent at the address identified in this Performance Bond) of the Contractor's default and failure to cure the default, the Surety will notify the Owner in writing within ten days of receipt of the notice which action it will take under Paragraph 4 of this Performance Bond.

4. SURETY'S OBLIGATION UPON CONTRACTOR DEFAULT. Upon the Surety's receipt of Owner's written notice of the Contractor's default and failure to cure the default, the Surety must begin to remedy the default within 30 days by taking one of the following actions:

- (a) **Proceed itself.** Complete performance of the Contract, including correction of defective and nonconforming Work, through its own contractor(s), which are acceptable to the Owner, and make payments directly to the contractor(s) from the Surety's funds. During performance of the Contract the Surety will be paid only those sums that are due and payable under the Contract.
- (b) **Tender a completing contractor acceptable to Owner.** Tender to the Owner a contractor acceptable to the Owner together with a contract for Owner's execution to fulfill and complete the Contract, including all corrective work, warranties and bonds required under the Contract. An acceptable contractor is one that is qualified to offer a bid or proposal on the Contract and is not affiliated with the Contractor. The completing contractor must furnish to the Owner a separate performance bond and payment bond, each in the form of those bonds previously furnished by the Contractor for the Contract. Each such bond must be in the penal sum of the total cost to complete the Contract and correct defective, nonconforming Work. The completing contractor will be paid only those sums as would have been due and payable to the Contractor. If the Owner must pay the completing contractor sums which would not have then been due and payable to the Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Contractor is tendered to the Owner so that the Owner can use those sums to timely pay the completing contractor. The Surety's liability, however, will not exceed the Full Penal Sum of this Performance Bond.
- (c) **Tender the full penal sum.** Tender to the Owner the Full Penal Sum of this Performance Bond. After the expiration of the warranties under the Contract, the Owner will refund to the Surety, without interest, any

unused portion not spent by the Owner to procure and pay a completing contractor or to complete the construction contract itself.

(d) **Other acts.** Take any other acts the Owner and Surety mutually agree upon in writing.

(e) **Failure to take action.** The Surety waives its right to take any of the above actions and to receive payment of the Contract balance if it does not begin work or tender a new completing contractor, as set forth above, within 30 days of the Surety's receipt of written notice that the Contractor has defaulted and not cured the default as required by the Contract.

5. **SURETY'S ADDITIONAL OBLIGATIONS.** In addition to its other obligations in this Performance Bond, the Surety must promptly pay the Owner all losses, costs, and expenses resulting from the:

(a) Contractor's default(s), including, without limitation, liquidated damages under the Contract, and all fees, expenses and costs of procuring another contractor and for architects, engineers, consultants, testing, surveying and attorneys; and

(b) Acts or omissions of the Surety; and

(c) Owner's compliance with the Surety's directions or requests.

6. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Contract Price, the Substantial Completion Date, the amount of liquidated damages, or the Work to be performed. The Surety is held to have knowledge of all acts or omissions of the Contractor in matters pertaining to the Contract. Furthermore, the Surety relieves the Owner from exercising diligence in securing the Contractor's compliance with the Contract.

7. **GOVERNING LAW AND VENUE.** Texas law governs this Performance Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Bastrop County, Texas.

8. **INCORPORATION OF STATUTE.** This Performance Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Performance Bond shall be determined in accordance with that Chapter.

9. **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

Contractor:

Surety:

(Typed Firm Name)

(Seal)

By: _____

(Signature—Attorney in Fact)

(Printed Name)

(Title)

(Physical Address)

(Mailing Address)

(Telephone No. with Area Code)

(Date of Execution)

(Typed Firm Name)

(Seal)

By: _____

(Signature—Attorney in Fact)

(Printed Name)

(Title)

(Physical Address)

(Mailing Address)

(Telephone No. with Area Code)

(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).

6. PAYMENT BOND

Bond No. _____

Name of Surety: _____

Name of Contractor, as Principal: _____

Name of Owner, as Obligee: **City of Bastrop, Texas**

Name of Project: _____

CIP Project No. (if applicable) _____

Date of Contract: _____

(Not before Bond execution date)

Bond Amount (Contract Price): _____

RECITALS:

The Contractor has executed a Contract with the Owner for construction of the Project in the City of Bastrop. The Contract requires the Contractor to furnish this Payment Bond.

AGREEMENT:

The Surety and Contractor enter into this Payment Bond and bind themselves in favor of the Owner. The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree, as follows:

1. **CONTRACT INCORPORATED.** The Contract is incorporated by reference and made a part of this Payment Bond. The Contractor and Surety will comply with all the terms and conditions of the Contract, both express and implied.
2. **PAYMENT BOND BENEFICIARIES.** This Payment Bond is solely for the protection and use of the Payment Bond beneficiaries pursuant to Chapter 2253, Tex. Gov't Code.
3. **DURATION OF BOND OBLIGATION.** This Payment Bond remains in effect until the Contractor pays all the Payment Bond beneficiaries as required by Chapter 2253, Tex. Gov't Code and the Contract.
4. **SURETY'S WAIVER OF NOTICE.** The Surety waives notice of any modifications to the Contract, including changes in the Substantial Completion Date, the Contract Price, the amount of liquidated damages, or the Work to be

performed.

5. **GOVERNING LAW AND VENUE.** Texas law governs this Payment Bond and any lawsuit on this Performance Bond must be filed in a court that has jurisdiction in Bastrop County, Texas.
6. **INCORPORATION OF STATUTE.** This Payment Bond is provided in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated by reference. All liabilities on this Payment Bond shall be determined in accordance with that Chapter.
7. **SURETY REPRESENTATIONS.** The Surety represents that it meets the requirements of Chapter 3503 of the Texas Insurance Code, as amended.

[Signatures on following page.]

Contractor:**Surety:**_____
(Typed Firm Name)_____
(Typed Firm Name)

(Seal)

(Seal)

By: _____

By:

(Signature—Attorney in Fact)

(Signature—Attorney in Fact)

(Printed Name)_____
(Printed Name)_____
(Title)_____
(Title)_____
(Physical Address)_____
(Physical Address)_____
(Mailing Address)_____
(Mailing Address)_____
(Telephone No. with Area Code)_____
(Telephone No. with Area Code)_____
(Date of Execution)_____
(Date of Execution)

(Attach original Power of Attorney. Attach document with registered agent's name, mailing address, physical address, telephone number with area code, and facsimile number, if not same as attorney in fact).

7. LABOR CLASSIFICATION AND MINIMUM WAGE RATES

[City to Provide List of Wage Rates, consistent with Tex. Gov't Code Ch. 2258]

8. WORKERS' COMPENSATION INSURANCE COVERAGE ADDENDUM

These reporting requirements for Workers' Compensation Coverage are mandated by Section 406.096, Texas Labor Code, and the Texas Workers' Compensation Commission Rule, 28 TAC Sec. 110.110, and apply to all building or construction projects for the City of Bastrop.

1. Definitions:

Certificate of coverage ("certificate") means a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on the Project, for the duration of the Project.

Duration of the Project means the time from the beginning of the Work on the Project until the Contractor's work on the Project has been completed and accepted by the City.

Persons providing services on the Project ("subcontractor" in the Texas Labor Code §406.096) means all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, section 401.011(44), for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage to the City prior to being awarded the Contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on the Project, and provide to the City:

- (a) a certificate of coverage, prior to that person beginning work on the Project, so the City will have on file certificates of coverage showing coverage for

all persons providing services on the Project; and

- (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

7. The Contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

8. The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all of its employees providing services on the Project, for the duration of the Project;
- (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
- (d) obtain from each other person with whom it contracts, and provide to the Contractor;
 - (1) a certificate of coverage, prior to the other person beginning work on the Project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

- (e) retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the City to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

9. REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

- A. The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B. A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be

issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

City of Bastrop
Engineering and Capital Project Management Department
1311 Chestnut Street
Bastrop, TX 78602

Or emailed to: engineering@cityofbastrop.org Ph. (512) 332-8847

[Remainder of page intentionally blank]

INSURANCE REQUIREMENTS-PROJECT SPECIFIC

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

Coverages Required & Limits (Figures Denote Minimums)

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

X_____Commercial General Liability:

| <u>X</u> | <u>Very High/High Risk</u> | <u>Medium Risk</u> | <u>Low Risk</u> |
|-----------------------|----------------------------|--------------------|-----------------|
| Each Occurrence | \$1,000,000 | \$500,000 | \$300,000 |
| Fire Damage | \$300,000 | \$100,000 | \$100,000 |
| Personal & ADV Injury | \$1,000,000 | \$1,000,000 | \$600,000 |
| General Aggregate | \$2,000,000 | \$1,000,000 | \$600,000 |
| Products/Compl Op | \$2,000,000 | \$500,000 | \$300,000 |
| XCU | \$2,000,000 | \$500,000 | \$300,000 |

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

| <u>X_Very High/ High Risk</u> | <u>Medium Risk</u> | <u>Low Risk</u> |
|--------------------------------------|---------------------------|------------------------|
| Combined Single Limits | Combined Single Limits | Combined Single Limits |
| \$1,000,000 Bodily | \$500,000 Bodily | \$300,000 Bodily |

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
\$2,000,000 General Aggregate

_____ Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

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

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on “following form” type to the underlying coverages to the extent of liability coverage as determined by the City.

____ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors. Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

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

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

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

Other Insurance Required:

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

10. CHANGE ORDER REQUEST FORM

Date: _____ Change Order #: _____
 P.O. #: _____ Department: _____
 Account #: _____ Project #: _____

Requested By: _____ Phone Ext: _____
 Contractor: _____ Contract Date/Time: _____

Change Order Description:

Price Impact:

A. Original Contract Amount: _____
 B. Current Change Order Amount:* _____
 C. Previous Change Orders: _____
 D. Cumulative Change Order Amount (B + C): ** _____
 E. Percent of Original Contract (D ÷ A): _____
 F. Revised Contract Amount (A+D): *** _____

* Change orders in excess of \$50,000 must be taken to City Council for approval.

** Cumulative change order amount (Line D) must not exceed 25% of original PO amount.

*** If new purchase order total (Line F) exceeds \$50,000 and original purchase order amount (Line A) is less than \$50,000, change order must be taken to City Council for approval.

Schedule Impact:

Original Contract Time (Days): _____ Original _____
 Completion Date: Current Change Order (Days): _____
 Previous Change Orders (Days): _____
 Revised Contract Time (Days): 0 Revised Completion Date: _____

Vendor Acknowledgement: _____ Date: _____

CITY CLEARANCES

Category 1: _____ Date: _____
(Required only if Line B ≤ \$4,999.99)

Category 2: _____ Date: _____
(Required only if Line B is \$5,000 - \$14,999)

Category 3: _____ Date: _____
(Required only if Line B is \$15,000 - \$24,999)

Engineering Approval: _____ Date: _____
(Required on all CIP Change Orders)

Purchasing Approval: _____ Date: _____
(Required on all Change Orders)

Category 4: _____ Date: _____
(Required only if Line B is \$25,000 - \$50,000)

City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602
512-332-8800



June 25, 2024

CC Carlton Industries LTD
10265 SH 29
Liberty Hill, TX 78642
512-476-4282

Ref: Letter of Intent between City of Bastrop and CC Carlton Industries, LTD.

Owner: City of Bastrop
Project: FM 969 Off-Site Wastewater Line
Bid Date: July 9, 2024
County: Bastrop County

It is the intent of the City of Bastrop ("Owner"), subject to the approval of the City Council, to award C.C. Carlton Industries, LTD ("CCC") the contract for the construction of the project noted above based upon the enclosed bid information. Upon award of the contract to CCC from the Owner, the Owner asks that CCC proceed with any shop drawings and submittals as required by the contract documents.

The scope of work to be undertaken pursuant to this letter is:

- Acquisition of necessary permits and insurances other than those arranged by the owner, sufficient to enable the work to start;
- Site layout and survey including establishment of project benchmarks as require;
- Review shop drawings and submittals;
- Review schedules;

At any time, the Owner, may direct that work shall stop on the project and, in that case, CCC will secure the work area, ensure that site safety is adequate and leave the project if necessary.

This letter will form an interim agreement between CCC and Owner until such time as either a formal EJCDC contract is executed by both parties based on the enclosed bid information or the parties discontinue negotiations on the proposed contract for this project. This letter will be the entire agreement between the parties during the interim period and any changes to the terms herein shall be in writing. You should not accept any instructions from any person other than Andres Rosales, Assistant City Manager, who will be acting as the owner's representative until the formal award and contract documentation has been completed, approved by the City Council, and executed by both parties.

Please sign the acknowledgment below and return via email at your earliest convenience.

If you have any questions or require additional information, please contact me.

Owner:
CITY OF BASTROP, TEXAS

By: 

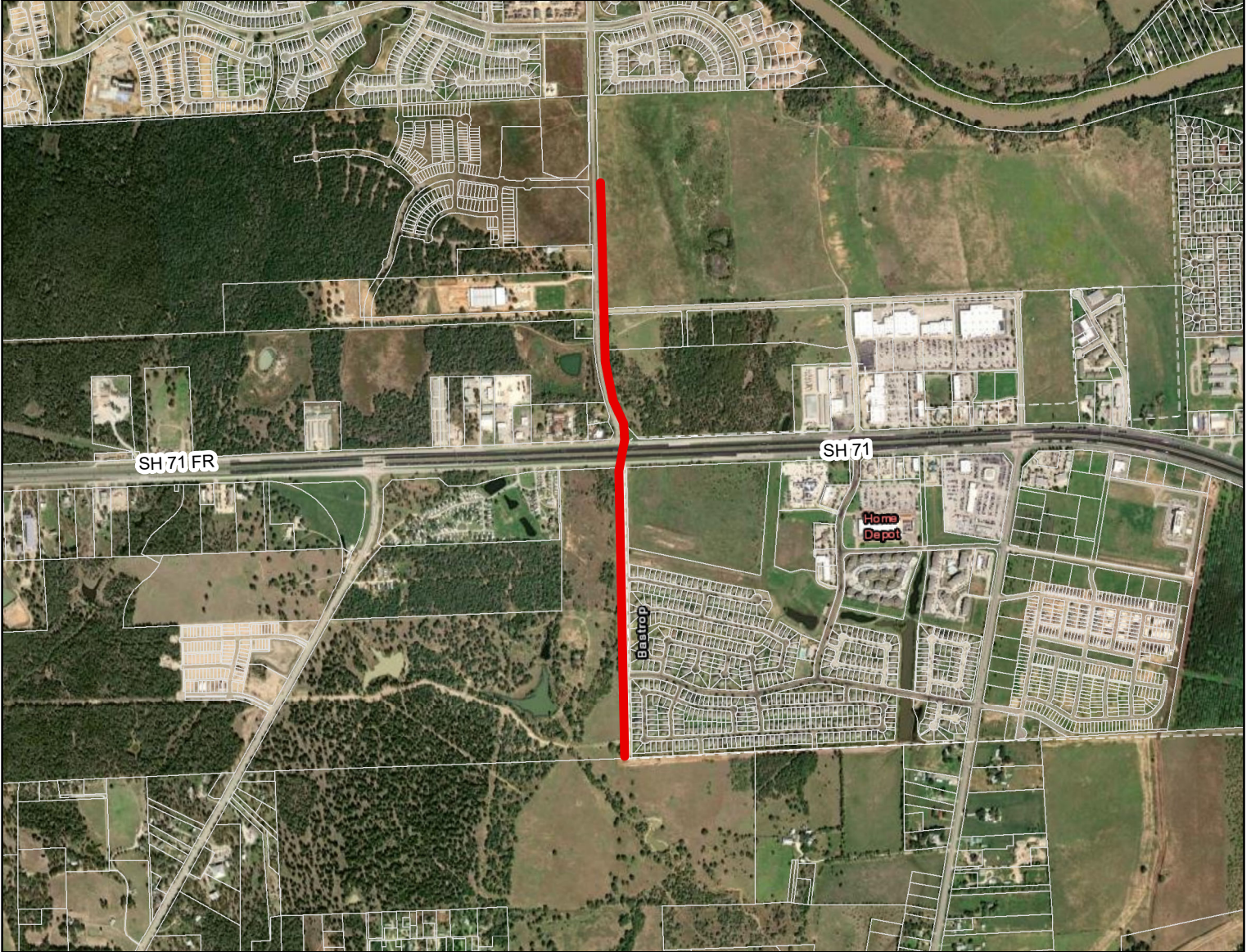
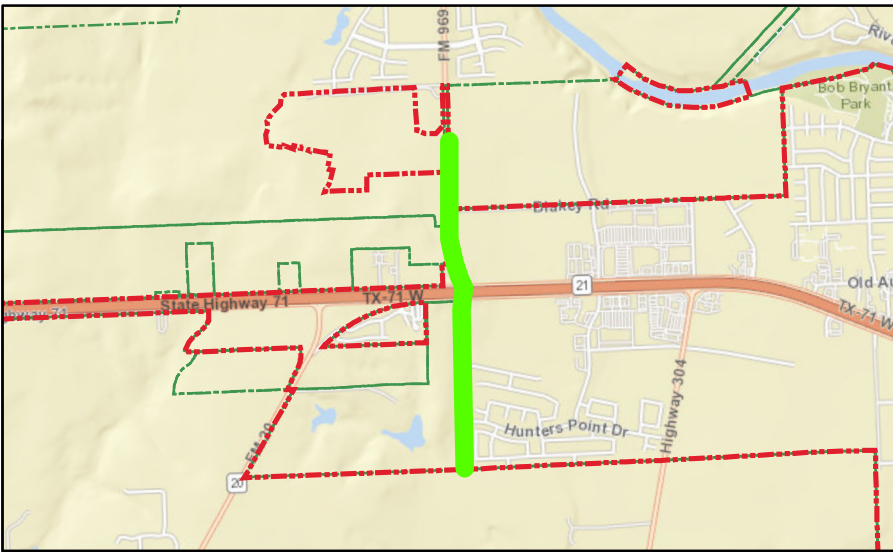
Name: Sylvia Carrillo-Trevino
Title: City Manager

Contractor:
C.C. CARLTON INDUSTRIES, LTD.

By: 

Name: Benjamin Lyon

Title: CEO of C. C. Carlton Industries, Ltd



FM 969 Off-Site Wastewater Line Location Map

0 395 790 1,580
Feet

1 inch = 1,750 feet



Date: 6/12/2024

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



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider and act on a request for Hotel Occupancy Tax (HOT) Funds in the amount of \$50,000 for the Bastrop County African American Museum & Freedom Colonies Museum.

AGENDA ITEM SUBMITTED BY:

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

BACKGROUND/HISTORY:

The request for Hotel Occupancy Funds were due on June 21st. At a follow up meeting with the group, they requested funding for the museum.

After the HOT fund taskforce met and concluded its last meeting, the fund was balanced with approximately \$135,000 surplus that would fall to fund balance.

The HOT fund has a 15% cap on qualified historical preservation and restoration projects. This funding would fit into this category, and would be below that cap.

FISCAL IMPACT:

\$50,000 impact to the FY 24 proposed HOT fund budget

RECOMMENDATION:

Approve the recommendation and direct staff to incorporate that amount into the budget.

ATTACHMENTS:

1. HOT Application
2. DRAFT HOT Taskforce budget amendments

CITY OF BASTROP

2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

ORGANIZATION INFORMATION:

Bastrop County African American Museum & Freedom Colonies Museum

July 14, 2024

Official Name of Organization

Date

Doris Williams

info@bcaacc.org

Contact Person

E-mail

1303 Pine St. Bastrop, TX 78602-9990

512 973 3299

Organization Address

Phone Number

www.bastropcountyafricanamericanculturalcenter.org

Website Address

Is your Organization:

yes

501(c)3

Other (provide description) _____

\$ 50,000

Requested amount as a % of Total Budget? 75 %

Total Amount Requested

Provide a brief description of your organization's mission:

The Bastrop County African American Cultural Center & Freedom Colonies Museum (BCAACC) was established in 2019 by eleven descendants to collect, preserve, and share the untold stories of formerly enslaved African Americans who founded fifty or more freedom colonies in Bastrop County, Texas after Emancipation. The BCAACC vision is to be a repository of cultural artifacts and oral histories that bring greater visibility and context to the lived experiences and contributions of African Americans in Bastrop and also a cultural center that will serve as an inclusive and educational space where people of all races and backgrounds can come together to learn about and appreciate the diversity of the community in which they live. As a non-profit historical museum, we seek to generate positive societal impact by a) operating as a resource for African Americans and other underserved populations in Bastrop County; b) organizing community curated exhibitions about the diverse histories of Bastrop; c) hosting educational programs for community members of all races and backgrounds to find common ground by conversing respectfully across differences; and partnering with schools and other mission-based organizations.

CITY OF BASTROP
2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

PROGRAM INFORMATION

2025

Fiscal Year of Request

650

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?

We ask everyone who comes to museum where they are from as part of a sign-in process. That information is now being uploaded into a database that will make it easier for us to assess patterns and progress. As we make further progress toward more on-line communication and registration for select programs, there will be more opportunity to gather this kind of information. There are, however, certain limits to collecting this kind of information on line because many of our patrons are not comfortable using computers. We will also work on building closer ties with hotel partners especially around family reunion occasions in Bastrop.

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

that will be done by 9/1/24

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

(see attached)

CITY OF BASTROP 2025 HOTEL OCCUPANCY TAX FUNDING APPLICATION

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

As we get on our feet financially, and hire our first paid staff in 2024/25, we look forward to building upon collaborations with other community assets and learning from Visit Bastrop and Main Street about how best to market the BCAACC and contribute to heritage tourism in Bastrop. In 2023/24, for example, we collaborated with BCHS bringing Austin school children to Bastrop; continued to be a regular member of H.E.A.R.T., partnered with Green Gate Farms on our Place at the Table event, and collaborated with Bastrop Public Library on several programs, including a family friendly event contextualizing the 2024 Journey to Freedom Exhibition. We have also developed productive relationships with UT Austin and Texas State in the form of student research internships.

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: Historical restoration and preservation of cultural heritage is at the heart of BCAACC mission. For that reason, we believe the BCAACC is uniquely positioned to contribute to the economy of heritage tourism in Bastrop. It is not lost on us, that Bastrop has been branded "the most historic small town in Texas" based on its charming Main Street Historic District and more than 130 properties listed in the National Register of Historic Places. We look forward to providing walking tours, museum exhibitions, and programs that expand the historical narrative of Bastrop to include the remarkable number of structures still standing, particularly in and around Kerr Park, that tell the story of African American educators, musicians, politicians, architects, and business men and women and their contributions to Bastrop.

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.

Doris Williams
 Authorized Signature for the Applicant
Doris Williams
 Name Printed or Typed

July 17, 2024
 Date
Pres. BOB : CEO, BLAACC : FCM
 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 African American Cultural Center & Freedom Colonies Museum

Profit/Loss October 2023 through June 2024

(The BCAACC is at a very early, grass roots stage of the organization. From the start, we have relied exclusively on volunteers. Once we hire the two PT staff people in August 2024 external grants have made possible, we will have the bandwidth to finally create a predictable financial infrastructure.)

Income

| | |
|---------------------|-------------------|
| GoFundMe campaign | \$4,545 |
| Donations | \$579.95 |
| Membership | \$1,000.00 |
| Total Income | \$6,124.95 |

BCAACC Operational Expenses

| | |
|----------------------------------|--------------------|
| Office equipment | |
| Donation box | \$169.99 |
| Office supplies | \$600 |
| Brochures & business cards | \$255.40 |
| Rent | \$4,620.00 |
| Utilities | \$2,220.00 |
| Internet/Phone | \$1,200.00 |
| Website Maintenance | \$1500 |
| Software & computer expenses | |
| Forever Archive Software | \$154.56 |
| Subscriptions | \$1,200 |
| Miscellaneous | \$3,600 |
| Lawn Care | \$600 |
| Total | \$16,119.95 |
| Revenue | \$6,124.95 |
| Money from Start Up Funds | \$9, 995.00 |
| Total | \$00.00 |

Grants**2023/24 Project Grants that funded “Piecing Together African American History in Bastrop”**

| | |
|------------------------------|----------|
| Humanities Texas Major Grant | \$13,200 |
| SMU Retired Faculty Grant | \$ 5000 |

| | |
|--------------|-----------------|
| Total | \$18,200 |
|--------------|-----------------|

“Piecing Together African American History in Bastrop” personnel, quilt materials, exhibition fabrication

| |
|-----------------|
| \$18,200 |
|-----------------|

| | |
|---------------------------|--------------|
| Grant Fund Balance | 00.00 |
|---------------------------|--------------|

BCAACC**HOT Funds Budget Request 2024/25****Request: \$50,000****Payroll Expenses**

| | |
|---|--------------------|
| Supplement Program Coordinator P/T Salary to make it F/T | \$14,100.00 |
|---|--------------------|

| | |
|---|------------|
| Rent (Will be raised from 400./month to \$700./month in 2025) | \$5,800.00 |
|---|------------|

| | |
|------------------------|------------|
| Marketing/Social media | \$4,000.00 |
|------------------------|------------|

Community Ancestral Memory Jug Fundraiser for BCACC, February 2025

| | |
|-------------------|------------|
| Event Advertising | \$3,000.00 |
|-------------------|------------|

| | |
|----------------|------------|
| Event Printing | \$2,500.00 |
|----------------|------------|

| | |
|-------|------------|
| Event | \$7,000.00 |
|-------|------------|

| | |
|-------------------------|------------|
| Educational Programming | \$3,600.00 |
|-------------------------|------------|

| | |
|-------------------------------|-----------|
| Museum Exhibition Maintenance | \$4000.00 |
|-------------------------------|-----------|

| | |
|------------------------------|------------|
| Two Display Cases & supports | \$6,000.00 |
|------------------------------|------------|

| | |
|--------------|------------------------|
| Total | <u>\$50,000</u> |
|--------------|------------------------|

BCAACC: Other Sources of Funding

Other Sources of Funding:

Membership

Donations on our website

Donation Box

Merchandise sales

GoFundMe campaign generated \$4,545 (2024)

Awarded Grants: The BCAACC grant strategy began with a focus on increasing visibility and attendance at the BCAACC by securing several small grants to fund artistic and historical projects:

| | | |
|------|----------|--|
| 2022 | \$5,000 | A grant from Southern Methodist University supported the Bastrop County Ancestral Memory Jug Project and Exhibition (cost of materials, room rental, & exhibition fabrication) |
| 2023 | \$5,000 | A second grant from Southern Methodist University partially supported the Bastrop County Freedom Colonies Quilt Project and Exhibition (cost of materials, room rental, exhibition fabrication, food, and the editing and formatting of eight oral histories conducted with elders from Bastrop freedom colonies community for display at the museum). |
| 2023 | \$13,200 | Grant from Humanities Texas (a subsidiary of NEH) increased the regional and national profile of the BCAACC and made it competitive for larger national grant to help build museum capacity. Grant funded a visit to Bastrop by Dr. Andrea Roberts to conduct public programs and workshop for descendants. Roberts is the leading scholar of Freedom Colony Studies nationally, and Associate Professor of Urban and Environmental Planning at the University of Virginia's (UVA) School of Architecture. Based on the work of the BCAACC since 2021, Roberts has selected our organization as one of the freedom colony communities invited to participate in and benefit from The (Out)sider Preservation Initiative supported by a three-million dollar grant from the Mellon Foundation. |

Building on this success, in 2024 the BCAACC applied for two larger grants to support the hiring of the BCAACC's first paid staff in 2024/25 and to begin the work of building organizational capacity and sustainability.

- 2024 A \$100,000 Federal Museum Grant for African American History and Culture (AAHC) awarded by IMLS (Institute of Museum and Library Services in Washington, DC) makes it possible to hire a part-time paid Programs Coordinator in 2024. This new position that will provide much needed bandwidth for our all-volunteer senior staff to turn attention back to time-sensitive work of building capacity; strengthening community engagement programs and sustainable growth practices; and advancing partnerships established in 2023 with The University of Texas at Austin (assistance with research and digital mapping) and Texas State University (two graduate student interns in Public History for Summer 2024).
- 2024 A \$25,000 Rural Community Health Fund Grant makes it possible in 2024 to also hire, mentor, and train a museum apprentice recruited from an underserved population in Bastrop County.

BCAACC members are proud of this record of achievement but also recognize the hundreds of hours devoted to grant writing - instead of to advancing the important and time-sensitive work of oral history collection with community elders and Black cemetery preservation that is central to our mission - is not sustainable.

The opportunity to apply for financial assistance under the Hotel Occupancy Tax for Bastrop couldn't happen at better time for the BCAACC. That revenue would allow us to offset some of our operational costs and develop a marketing and publicity strategy that works in collaborative and complementary ways with other community assets under the guidance of Visit Bastrop.

The Bastrop County African American Cultural Center & Freedom Colonies Museum 2024-25 Program Schedule

| | |
|----------------|--|
| September 2024 | Unsung Heroes Ceremony, annual event held to recognize individuals who have devoted their lives to family, community service and the preservation of African American history, but who have not yet been included in historical record. In 2023 over 150 people attended this event and we expect more in 2024. |
| October 2024 | Memory Keeping & Historical Preservation Day. Bastrop freedom colony descendants invited to bring family letters, documents, and photographs to the museum to be professionally scanned for historical preservation. |
| October 2024 | Story Telling Event with Bastrop freedom colony descendants. Family Story Map Project |
| November 2024 | Co-sponsor of book-signing and performance event for Hannibal Lokumbe to be held at the old Locke Pharmacy building at 1003 Main Street, Mr. Lokumbe's request. <i>Hannibal Lokumbe: Spiritual Soundscapes of Music, Life, and Liberation (Black Lives in the Diaspora: Past / Present / Future)</i> , published by Columbia University Press. |
| December 2024 | Nimba Tra: program featuring music and artisanal crafts made in Guinea, Ghana, Nigeria, and Burkina Faso. Family Picture Day at the BCAACC |
| January 2025 | Ancestral Memory Jug-Making Workshop |
| February 2025 | Collaborative Ancestral Memory Jug Fundraiser for BCACC (Bastropians of all ages and backgrounds invited to create an "Ancestor Plaque" for placement on fifteen-foot high BCACC Community Ancestral Memory Jug to raise funds for new building) Launch of Black Bastrop Walking & Driving Tour Story Telling Event with Bastrop freedom colony descendants. |
| March 2025 | Memory Keeping & Historical Preservation Day. Bastrop freedom colony descendants invited to bring family letters, documents, and photographs to the museum to be professionally scanned for historical preservation. |
| April 2025 | Preserving Historic Black Cemeteries in Bastrop County |

| | |
|---------------|---|
| May/June 2025 | Juneteenth: Driving Tour Initiative to Bastrop Freedom Colonies Historical Designation Sites |
|---------------|---|

| | |
|-----------|----------------------------------|
| June 2025 | Juneteenth Family Tree Reception |
|-----------|----------------------------------|

Exemption Verification Letter



Texas Comptroller of Public Accounts
Austin, TX 78774

March 20, 2022

BASTROP COUNTY AFRICAN AMERICAN CULTURAL CENTER
PO BOX 1155
BASTROP, TX 78602-1155

According to the records of the Comptroller of Public Accounts, the following exemption(s) from Texas taxes apply to the above organization(s):

Franchise tax, as of 08/07/2020

Sales and use tax, as of 08/07/2020

(provide Texas sales and use tax exemption certificate Form 01-339 (Back) to vendor)

The entity is not exempt from hotel occupancy tax.

Texas taxpayer identification number: 32075523970

This exemption verification is not a substitute for the completed exemption certificates that are required when claiming exemption from Texas taxes. Vendors should be familiar with the requirements for accepting the certificates in good faith from their customers.

This exemption verification does not mean that the organization holds a permit for collecting or remitting any Texas taxes.

Exempt organizations must collect tax on most sales. For more information, please see our publication Exempt Organizations: Sales and Purchases (96-122). Online registration is available.

For information concerning sales taxpayer permit status, please use the vendor search we provide online.

Corporations that are registered in Texas with the Secretary of State must maintain a current registered agent and registered office address. Information is available from Business and Nonprofit Forms page of the Secretary of State's website. Additionally, out-of-state corporations, limited liability companies, or limited partnerships transacting business in Texas may need to file a Certificate of Authority or Registration with the Texas Secretary of State. More information is available from the Foreign or Out-of-State Entities page on the Secretary of State's website.

Our publications and other helpful information are available on our website. If you need more information, write to us at exempt.orgs@cpa.texas.gov, or call us at 800-252-5555.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

BASTROP COUNTY AFRICAN AMERICAN
CULTURAL CENTER
C/O DORIS J WILLIAMS
PO BOX 1157
BASTROP, TX 78602-9998

Date:
11/19/2020
Employer ID number:
84-4228167
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
August 7, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053666001410

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

| ACCOUNT ID | Description | 2024 Budgeted | FY25 (In Progress) | FY25 (In Progress) | Notes |
|----------------|----------------------------------|----------------|--------------------|--------------------|-----------------------------------|
| 501-00-00-4007 | MOTEL/HOTEL TAX RECEIPTS | \$4,000,000.00 | | \$3,500,000.00 | |
| 501-00-00-4023 | PERMIT FEE | \$2,000.00 | | \$2,000.00 | |
| 501-00-00-4043 | SPONSORED EVENT | \$20,000.00 | | \$25,000.00 | |
| 501-00-00-4044 | MS - SPONSORED EVENT | \$22,500.00 | | \$25,000.00 | |
| 501-00-00-4047 | RENTAL REVENUE | \$250,000.00 | | \$250,000.00 | |
| 501-00-00-4048 | CATERING SERVICES | \$1,000.00 | | \$1,000.00 | |
| 501-00-00-4400 | INTEREST EARNED | \$85,000.00 | | \$115,000.00 | |
| 501-00-00-4460 | ADMIN SERVICES DMO | \$11,040.00 | | \$15,000.00 | Increase |
| 501-00-00-4493 | BEDC SUPPORT FUNDING | \$50,000.00 | | \$25,000.00 | |
| | | | | | |
| 501-80-00-5505 | PROFESSIONAL SERVICES | \$477,910.00 | | \$0.00 | Qualified Hotel Project |
| 501-80-00-5525 | LEGAL | \$2,000.00 | | \$5,000.00 | |
| 501-80-00-5560 | Administrative Support | \$60,757.00 | | \$60,757.00 | |
| 501-80-00-5564 | BASTROP HISTORICAL SOCIETY | \$187,434.00 | | \$127,298.00 | |
| 501-80-00-5566 | BASTROP OPERA HOUSE | \$169,991.00 | | \$194,000.00 | |
| | Bastrop Opera House Expansion | | | \$130,000.00 | \$1M Commitment 8 yrs |
| 501-80-00-5575 | VISITOR CENTER | \$101,673.00 | | \$235,454.00 | (crossed amounts last year) |
| 501-80-00-5576 | DESTINATION MARKETING CORP | \$1,293,700.00 | | \$ 1,116,950.00 | 35% + 75,000 for special events |
| 501-80-00-5578 | LOST PINES ART LEAGUE | \$149,109.00 | | \$167,950.00 | |
| 501-80-00-8123 | TRANS OUT-DEBT SERV (CC BONDS) | \$518,000.00 | | \$523,000.00 | |
| 501-85-75-5101 | OPERATIONAL SALARIES | \$208,789.00 | | \$286,906.65 | Added Admin Asst mid year FY 2024 |
| 501-85-75-5116 | LONGEVITY | \$1,626.00 | | \$2,500.00 | |
| 501-85-75-5117 | OVERTIME | \$0.00 | | \$15,000.00 | |
| 501-85-75-5150 | SOCIAL SECURITY | \$15,974.00 | | \$19,886.81 | |
| 501-85-75-5151 | RETIREMENT | \$26,324.00 | | \$39,112.48 | |
| 501-85-75-5155 | GROUP INSURANCE | \$35,409.00 | | \$45,000.00 | Will reduce |
| 501-85-75-5156 | WORKER'S COMP | \$0.00 | | \$9,202.00 | |
| 501-85-75-5201 | SUPPLIES | \$15,000.00 | | \$15,000.00 | |
| 501-85-75-5203 | POSTAGE | \$100.00 | | \$100.00 | |
| 501-85-75-5207 | COMPUTER EQUIP | \$500.00 | | \$500.00 | |
| 501-85-75-5207 | Docking Station | \$500.00 | \$500.00 | | |
| 501-85-75-5217 | JANITORIAL SUPPLIES | \$14,000.00 | | \$14,000.00 | |
| 501-85-75-5217 | Linen Cleaning | \$7,000.00 | \$7,000.00 | | |
| 501-85-75-5217 | Mats, Paper Towels, Toilet Paper | \$5,500.00 | \$5,500.00 | | |
| 501-85-75-5217 | Cleaning Supplies | \$1,500.00 | \$1,500.00 | | |
| 501-85-75-5222 | EQUIPMENT | \$12,000.00 | | \$12,000.00 | |
| 501-85-75-5222 | Microphones | \$2,500.00 | \$2,500.00 | | |

\$ 3,500,000.00 Estimate

\$ (523,000.00) Debt

\$ 2,977,000.00 Net

\$ 1,041,950.00 35% ceiling to VB

\$ 75,000.00 Add HOT fund

\$ 1,116,950.00 Net to VB

Can be funded
from one time
reserves

\$ 100,000.00

\$ 9,467.92

| ACCOUNT ID | Description | 2024 Budgeted | FY25 (In Progress) | FY25 (In Progress) | Notes |
|----------------|-----------------------------|---------------|--------------------|--------------------|----------------------------|
| 501-85-75-5222 | Tables | \$7,000.00 | \$7,000.00 | | |
| 501-85-75-5222 | Kitchen Carts | \$2,000.00 | \$2,000.00 | | |
| 501-85-75-5222 | Lift Cart | \$500.00 | \$500.00 | | |
| 501-85-75-5228 | SMALL TOOLS | \$500.00 | | \$500.00 | |
| 501-85-75-5240 | FUEL | \$200.00 | | \$200.00 | |
| 501-85-75-5320 | EQUIPMENT MAINTENANCE | \$6,300.00 | | \$6,300.00 | |
| 501-85-75-5340 | VEHICLE MAINTENANCE | \$150.00 | | \$200.00 | |
| 501-85-75-5345 | BUILDING MAINTENANCE | \$20,000.00 | | \$20,000.00 | |
| 501-85-75-5345 | Paint, Drywall | \$1,200.00 | \$1,200.00 | | |
| 501-85-75-5345 | HVAC Filters | \$1,800.00 | \$1,800.00 | | |
| 501-85-75-5345 | External Bulbs | \$700.00 | \$700.00 | | |
| 501-85-75-5345 | Pest Control | \$800.00 | \$800.00 | | |
| 501-85-75-5345 | Plumbing | \$2,800.00 | \$2,800.00 | | |
| 501-85-75-5345 | HVAC | \$2,500.00 | \$2,500.00 | | |
| 501-85-75-5345 | Fire Alarm Monitoring | \$1,200.00 | \$1,200.00 | | |
| 501-85-75-5345 | Laake House | \$4,000.00 | \$4,000.00 | | \$23,000.00 Repairs Needed |
| 501-85-75-5345 | General Repairs | \$5,000.00 | \$5,000.00 | | |
| 501-85-75-5346 | GROUPS MAINTENANCE | \$20,000.00 | | \$23,000.00 | |
| 501-85-75-5346 | Ground Maintenance Contract | \$12,000.00 | \$15,000.00 | | |
| 501-85-75-5346 | Irrigation | \$8,000.00 | \$8,000.00 | | |
| 501-85-75-5401 | COMMUNICATIONS | \$24,000.00 | | \$24,000.00 | What is this? |
| 501-85-75-5403 | UTILITIES | \$23,100.00 | | \$23,100.00 | |
| 501-85-75-5505 | PROFESSIONAL SERVICES | \$28,000.00 | | \$35,000.00 | |
| 501-85-75-5505 | Graphic Design | \$3,000.00 | \$10,000.00 | | |
| 501-85-75-5505 | Photo Assets | \$5,000.00 | \$5,000.00 | | |
| 501-85-75-5505 | Entertainment | \$20,000.00 | \$20,000.00 | | Farm Street Opry |
| 501-85-75-5507 | CREDIT CARD PROCESSING | \$3,500.00 | | \$0.00 | |
| 501-85-75-5515 | UNIFORMS | \$500.00 | | \$800.00 | |
| 501-85-75-5540 | PROPERTY AND LIAB INS | \$6,500.00 | | \$6,500.00 | |
| 501-85-75-5560 | ADMIN SUPPORT | \$215,083.00 | | \$215,083.00 | |
| 501-85-75-5570 | EQUIPMENT RENTAL | \$7,500.00 | | \$7,500.00 | |
| 501-85-75-5601 | ADVERTISING | \$16,500.00 | | \$16,500.00 | |
| 501-85-75-5601 | Chamber Ad | \$2,000.00 | \$2,000.00 | | |
| 501-85-75-5601 | Best of Bastrop | \$2,000.00 | \$0.00 | | |
| 501-85-75-5601 | Farm Street Opry | \$8,500.00 | \$8,500.00 | | |

| ACCOUNT ID | Description | 2024 Budgeted | FY25 (In Progress) Sub- | FY25 (In Progress) | Notes |
|-----------------------|------------------------------------|---------------------|-------------------------|--------------------|----------------------------|
| 501-85-75-5601 | Brochure Printing | \$2,000.00 | \$2,000.00 | | |
| 501-85-75-5601 | General Advertising | \$2,000.00 | \$4,000.00 | | |
| 501-85-75-5605 | TRAVEL AND TRAINING | \$4,000.00 | | \$6,000.00 | |
| 501-85-75-5615 | DUES, SUBSCRIPTIONS AND PUB. | \$2,000.00 | | \$2,000.00 | |
| 501-85-80-5101 | OPERATIONAL SALARIES | \$117,225.00 | | \$82,227.53 | Main St \$ 2,713.51 |
| 501-85-80-5116 | LONGEVITY | \$180.00 | | \$100.00 | |
| 501-85-80-5117 | OVERTIME | \$0.00 | | \$0.00 | |
| 501-85-80-5150 | SOCIAL SECURITY | \$8,969.00 | | \$6,178.00 | |
| 501-85-80-5151 | RETIREMENT | \$14,688.00 | | \$10,928.00 | |
| 501-85-80-5155 | GROUP INSURANCE | \$19,402.00 | | \$21,340.16 | |
| 501-85-80-5156 | WORKER'S COMP | \$0.00 | | \$2,368.00 | |
| 501-85-80-5201 | SUPPLIES | \$4,300.00 | | \$4,300.00 | |
| 501-85-80-5203 | POSTAGE | \$100.00 | | \$100.00 | |
| 501-85-80-5230 | FORMS | \$7,500.00 | | \$7,500.00 | |
| 501-85-80-5230 | Downtown Guide | \$0.00 | \$0.00 | | |
| 501-85-80-5230 | Tool Kit Printing | \$2,500.00 | \$2,500.00 | | |
| 501-85-80-5230 | General Printing | \$5,000.00 | \$5,000.00 | | |
| 501-85-80-5401 | COMMUNICATIONS | \$900.00 | | \$900.00 | |
| 501-85-80-5505 | PROFESSIONAL SERVICES | \$195,000.00 | | \$15,000.00 | |
| 501-85-80-5505 | not detailed out | \$45,000.00 | \$15,000.00 | | |
| 501-85-80-5505 | Downtown Master Plan | \$150,000.00 | \$0.00 | | Postponed to FY |
| 501-85-80-5560 | Administrative Support | \$15,587.00 | | \$15,587.00 | |
| 501-85-80-5601 | ADVERTISING | \$53,250.00 | | \$53,250.00 | |
| 501-85-80-5601 | Local Advertising | \$7,750.00 | \$7,750.00 | | |
| 501-85-80-5601 | Contractor Advertising/Placemaking | \$40,000.00 | \$40,000.00 | | |
| 501-85-80-5601 | Event Advertising | \$5,000.00 | \$5,000.00 | | |
| 501-85-80-5601 | Social Media Boosts | \$500.00 | \$500.00 | | |
| 501-85-80-5602 | PROMOTIONAL ACTIVITIES | \$14,500.00 | | \$5,500.00 | |
| 501-85-80-5602 | Sub-line Item 1 | \$9,000.00 | \$0.00 | | |
| 501-85-80-5602 | Downtown Giveaways | \$3,000.00 | \$3,000.00 | | |
| 501-85-80-5602 | Partner Appreciation | \$500.00 | \$500.00 | | |
| 501-85-80-5602 | Volunteer Appreciation | \$500.00 | \$500.00 | | |
| 501-85-80-5602 | Business Appreciation | \$1,000.00 | \$1,000.00 | | |
| 501-85-80-5602 | Employee Appreciation | \$500.00 | \$500.00 | | |
| 501-85-80-5604 | BUSINESS DEVELOPMENT | \$3,000.00 | | \$3,000.00 | |
| 501-85-80-5604 | Main Street Board Training | \$1,500.00 | \$1,500.00 | | |
| 501-85-80-5604 | Main Street Academy | \$1,500.00 | \$1,500.00 | | |
| 501-85-80-5605 | TRAVEL AND TRAINING | \$6,250.00 | | \$6,250.00 | |
| 501-85-80-5615 | DUES AND SUBSCRIPTIONS | \$2,010.00 | | \$2,010.00 | |
| 501-85-80-5620 | SPONSORED EVENTS | \$35,500.00 | | \$85,500.00 | |
| 501-85-80-5620 | Table on Main | \$25,000.00 | \$25,000.00 | | Revamp |
| 501-85-80-5620 | Downtown Photo Opportunities | \$3,000.00 | \$3,000.00 | | |
| 501-85-80-5620 | Lost Pines Christmas | \$7,500.00 | \$12,500.00 | | |

| ACCOUNT ID | Description | 2024 Budgeted | FY25 (In Progress) | FY25 (In Progress) | Notes |
|----------------|-------------------------|---------------|--------------------|--------------------|--------------------------|
| 501-85-80-5620 | Mardi Gras | | \$45,000.00 | | |
| 501-85-80-5920 | DOWNTOWN BEAUTIFICATION | \$33,500.00 | | \$18,500.00 | |
| 501-85-80-5920 | Pocket Parks | \$5,000.00 | \$5,000.00 | | |
| 501-85-80-5920 | Design Committee | \$5,000.00 | \$5,000.00 | | |
| 501-85-80-5920 | Seasonal Flowers | \$0.00 | \$0.00 | | |
| 501-85-80-5920 | Flag Replacements | \$0.00 | \$0.00 | | |
| 501-85-80-5920 | Planters | \$8,500.00 | \$8,500.00 | | |
| 501-85-80-5920 | Crosswalk Murals | \$15,000.00 | \$0.00 | | |
| 501-86-00-5203 | FORMS PRINTING | \$2,000.00 | | \$2,000.00 | |
| 501-86-00-5320 | MAINTENANCE OF EQUIP | \$5,000.00 | | \$5,000.00 | |
| 501-86-00-5320 | Art Cleaning | \$5,000.00 | \$5,000.00 | | |
| 501-86-00-5505 | PROFESSIONAL SERVICES | \$5,000.00 | | \$5,000.00 | |
| 501-86-00-5505 | Promotion | \$5,000.00 | \$5,000.00 | | |
| 501-86-00-5540 | INSURANCE | \$2,500.00 | | \$2,500.00 | |
| 501-86-00-5540 | Insurance Deductible | \$2,500.00 | \$2,500.00 | | |
| 501-86-00-5561 | CONTRACTED SERVICES | \$40,000.00 | | \$40,000.00 | Cultural Arts Commission |
| 501-86-00-5561 | Iconic Art | \$25,000.00 | \$25,000.00 | | |
| 501-86-00-5561 | Mini-Grants | \$15,000.00 | \$15,000.00 | | |
| 501-86-00-5601 | ADVERTISING | \$0.00 | | \$0.00 | |
| 501-86-00-5667 | SPECIAL PROJECTS | \$1,000.00 | | \$1,000.00 | |
| 501-86-00-5667 | The Gathering | \$1,000.00 | \$1,000.00 | | |
| 501-87-00-5403 | UTILITIES | \$3,296.00 | | \$3,296.00 | |

Total Revenue \$3,958,000.00

Expenses

| | |
|-------------------|----------------|
| Organizational | \$2,560,409.00 |
| Convention Center | \$845,890.94 |
| Main Street | \$340,538.69 |
| Cultural Art | \$55,500.00 |
| Rodeo | \$3,296.00 |
| | \$3,805,634.63 |

| | |
|-----------|---------------|
| Remaining | \$ 152,365.37 |
| less COLA | -17200 |
| Approx | \$ 135,165.37 |

| | |
|---------|-------------|
| Revenue | \$3,958,000 |
| Expense | \$3,805,635 |
| Reserve | \$2.7M |



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consideration, discussion and possible action regarding the City Secretary's submission of a Charter amendment petition to the City Council and certifying as to the sufficiency and compliance of the petition with the provisions in Local Government Code, Title 22, Subtitle A, Chapter 9.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

The City Secretary received a petition regarding a Charter amendment to create new City policies concerning the enforcement of misdemeanor marijuana possession offenses. The petition was turned into the City Secretary on July 8, 2024. The petition contained 613 signatures, 438 signatures were verified as adequate.

RECOMMENDATION:

ATTACHMENTS:

- Certificate of Petition

STATE OF TEXAS §

COUNTY OF BASTROP §

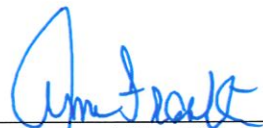
CITY OF BASTROP §

CERTIFICATION OF CITY SECRETARY

I, Ann Franklin, City Secretary of the City of Bastrop, Texas do hereby certify that the attached Charter Amendment Petition for an election to amend the Charter of the City of Bastrop to create new City policies concerning the enforcement of misdemeanor marijuana possession offenses, filed in my office on July 8, 2024, by Desiree Venable contained 613 signatures, of which 438 were verified as adequate, complete signatures. The petition is sufficient to cause a special election to amend the Charter, to be held on the next uniform election date set forth by State law.

WITNESS MY HAND AND SEAL OF THE CITY OF BASTROP, TEXAS THIS THE
23RD DAY OF JULY, 2024.





Ann Franklin, City Secretary
City of Bastrop, Texas



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Discussion regarding propositions addressed by the Charter Review Commission.

AGENDA ITEM SUBMITTED BY:

Alan Borjorquez, City Attorney

BACKGROUND/HISTORY:

The first meeting of the Charter Review Commission was held the afternoon of Wednesday, July 17, 2024. Twelve of the thirteen members were in attendance (one remotely through videoconferencing). The Commission selected attorney David Bragg as its chairperson. The Commission met for approximately 3.5 hours. The meeting was conducted in compliance with the Texas Open Meetings Act, open to the public, and broadcast live. It was a very productive session that included a legal and procedural briefing and the consideration of specific potential amendments.

RECOMMENDATION:

Approve any agreed upon edits

ATTACHMENTS:

- Propositions

11675 Jollyville Road
Suite 300
Austin, Texas 78759



Phone: (512) 250-0411
Fax: (512) 250-0749
TexasMunicipalLawyers.com

MEMORANDUM

TO: Mayor Lyle Nelson & Members of the City Council, City of Bastrop
FROM: Alan Bojorquez, City Attorney
CC: Chairman David Bragg & Members of the Charter Review Commission
DATE: July 19, 2024
RE: **Home Rule Charter Review Commission: *Status Report on Possible Amendments***

BACKGROUND

The first meeting of the Charter Review Commission was held the afternoon of Wednesday, July 17, 2024. Twelve of the thirteen members were in attendance (one remotely through videoconferencing). The Commission selected attorney David Bragg as its chairperson. The Commission met for approximately 3.5 hours. The meeting was conducted in compliance with the Texas Open Meetings Act, open to the public, and broadcast live. It was a very productive session that included a legal and procedural briefing and the consideration of specific potential amendments.

RECOMMENDATIONS

The following propositions were addressed by the Commission. The specific language of approved items is subject to change pending final approval by the Commission. The majority of the items were initially part of the 2022 ballot for the special election that was cancelled. Most propositions may be characterized as non-substantive clean-up edits. They are offered here in the order they would appear in the Charter.

ANNEXATION: ***Passed:** This amendment was **approved** by the Commission.*

Prop. A: Shall Section 2.03 of the Charter be amended to conform with state law by removing reference to the City's power to annex territory without consent of the inhabitants?

Explanation: Legislative changes to Texas statutory law have made it difficult to annex property without the consent of the property owners. See Texas Local Government Code Chapter 43. The suggested amendment has the Charter defer to state law and avoid conflicting language.

Amended Text: If approved, the section will read (in relevant part):

Section 2.03 - Annexation

The Council shall have the power by ordinance to fix the boundary limits of the City to provide for the alteration and the extension of said boundary limits, and the annexation of

additional territory lying adjacent to the City, in compliance with state law ~~with or without the consent of the territory and inhabitants annexed~~. During the annexation process, the Council shall provide an opportunity for all interested persons to be heard at public hearing(s), in conformance with state law....

RESIGN TO RUN: *Passed:* *This amendment was approved by the Commission.*

Prop. B: Shall Section 3.06(6) of the Charter be amended to conform with state law creating a vacancy on the city council when a council member announces their candidacy for certain elected offices and the unexpired term of the council member exceeds one year and thirty days?

Explanation: The Texas Constitution has a provision commonly referred to as the *Resign to Run* rule, which automatically creates vacancies in certain elected offices if the incumbent announces they are seeking another elected office. The *Resign to Run* rule applies (in relevant part) when certain candidates for other offices have 1 year and 30 days left on their current term. The current Charter provision only references the 1 year mark, but omits the additional 30 days.

Amended Text: If approved, the section will read (in relevant part):

Section 3.06 - Vacancies, Forfeiture of Office and Filling of Vacancies.

The office of a Council Member shall become vacant upon the member's death, resignation, removal from or forfeiture of that office. A Council Member shall forfeit that office if the Council Member: ...

(6) announces his/her candidacy, or shall in fact become a candidate, in any General, Special or Primary Election, for any office of profit or trust under the laws of the State of Texas or the United States other than the office then held, at any time when the unexpired term of the Council Member then held shall exceed one (1) year and thirty (30) days, such announcement or such candidacy shall constitute an automatic resignation of the Council position then held, as set forth in Article XVI, Sec. 65(b) of the Texas Constitution.

TWO READINGS: *Failed:* *This amendment was not approved by the Commission.*

Prop. C: Shall Section 3.15(b) of the Charter be amended to authorize the city council to waive by an affirmative vote of four (4) or more Council Members the requirement that an ordinance be read in two separate meetings?

Explanation: State law does not require that all ordinances be read at two separate meetings before being adopted. However, the current Charter does. There are occasions when it would be expeditious and advantageous to dispense with the second reading (e.g., at the end of the year and during holiday seasons). This amendment allows waiver of the two-reading requirement if the waiver is approved by a super-majority vote of the City Council. The suggested amendment provides flexibility.

Amended Text: If approved, the section will read (in relevant part):

Section 3.15 - Ordinances in General.

(b) Procedure. An ordinance may be introduced and acted upon at any regular or special meeting of the Council. No ordinance shall be passed, except in cases of emergency, until the descriptive caption of the ordinance shall have been read in two separate meetings of the Council.

The requirement for considering ordinances and reading the descriptive caption thereof at two (2) separate meetings may be dispensed with: (1) where an ordinance relating to the immediate preservation of the public peace, health or safety is adopted as an emergency measure by a majority vote of the Council Members and such emergency ordinance shall take effect immediately upon its adoption and execution without a second consideration; or (2) when a majority vote of four or more Council Members determines through a separate motion that the first reading is sufficient for adequate consideration of the ordinance.

COPIES OF REGS: *Passed:* This amendment was *approved* by the Commission.

Prop. D: Shall Section 3.16 of the Charter be amended to reflect the fact that codes of technical regulations are available to the public digitally and free of charge?

Explanation: Technical regulations such as the *Building Bastrop Block Technical Manual* are often necessary to implement city policies regarding building and construction. State law does not require such rules to be posted online. Whether to provide technical codes online is a local policy decision. With advances in technology, it is not always necessary or feasible to print and sell hardcopy versions of the City's Code of Ordinances. Instead, the technical codes can now be accessed by the public at-will and without fees from the City's home page.

Amended Text: If approved, the section will read (in relevant part):

Section 3.16 Codes of Technical Regulations.

The Council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedures and requirements governing such an adopting ordinance shall be that prescribed for ordinances generally. A copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the City Secretary pursuant to Section 3.17.

Copies of any adopted code of technical regulations shall be made available by the City Secretary digitally without charge through the City's website ~~for purchase at a reasonable price.~~

COPIES OF ORDINANCES: *Passed:* This amendment was *approved* by the Commission.

Prop. E: Shall Section 3.17(b) of the Charter be amended to reflect the fact that ordinances are available to the public digitally and free of charge?

Explanation: Ordinances are municipal rules and regulations. State law does not require ordinances be compiled into a published collection called the Code of Ordinances (i.e., codified). Whether to codify ordinances is a local policy decision. State law does not mandate how Codes of Ordinances are published when codified. Bastrop has a Code of Ordinances. With advances in technology, it is no longer necessary or feasible to print expensive hard copy versions of the City's Code of Ordinances. Instead, the ordinances can now be accessed by the public at-will and without fees from the City's home page.

Amended Text: If approved, the section will read (in relevant part):

Section 3.17 Authentication and Recording; Codification

(b) Codification. All City ordinances having the force of law shall be codified. The general codification shall be adopted by the Council by ordinance and shall be published online in loose-leaf form and shall include this Charter and any amendments thereto. The official copy of the City Code in the office of the City Secretary shall be kept up to date and properly indexed. It shall not be necessary to repeat in this codification any technical codes adopted by reference. Copies of the City Code shall be available to the public digitally without charge through the City's website ~~furnished to City offices, placed in libraries and public offices for free public reference and made otherwise available for purchase by the public at a reasonable price fixed by the Council. Amendments to the City Code shall also be made available for purchase by the public as they become available.~~

MUNI JUDGE'S TERM: *Passed:* This amendment was *approved* by the Commission.

Prop. F: Shall Section 5.02 of the Charter be amended to conform with state law by stating that the term of office of municipal court judges shall be provided for by ordinance?

Explanation: State law states that the city council shall provide by ordinance for the term of office of its municipal judges. The term must be for a definite term of two or four years. Tex. Gov't Code § 30.00006(d). The Bastrop Code of Ordinances provides for a two-year term. The current Charter provision states that the term is three years. The suggested amendment brings the Charter into compliance with state law.

Amended Text: If approved, the section will read (in relevant part):

Section 5.02 - Judge of the Municipal Court.

The Municipal Court shall be presided over by a Judge(s). The Judge(s) shall be nominated by the Mayor and appointed by the Council for a term provided by ordinance of three (3) years to run concurrently with the term of the office of the Mayor, or for the portion of such unexpired term as may remain at the time of the appointment.

PETITIONS FOR INITIATIVE REFERENDUM: *Passed:* This amendment was *approved* by the Commission.

Prop. G: Shall Section 10.04 of the Charter be amended to conform with state law by requiring petitions calling for initiative or referendum elections to comply with the Texas Election Code?

Explanation: Texas Election Code Ch. 277 states that petitions can't be amended or supplemented (with certain exceptions) after they are filed. The current language is inconsistent with state law. The suggested amendment brings the Charter language into compliance with state law by simply referring to the applicable state statute.

Amended Text: If approved, the section will read (in relevant part):

Section 10.04 Filing, Examination and Certification of Petitions

All papers comprising a petition for initiative or referendum shall be assembled and filed with the City Secretary as one instrument.... A petition may be amended or supplemented in compliance with the Texas Election Code at any time within ten (10) days after a notice of insufficiency has been sent by the City Secretary, by filing a supplementary petition. ~~In such event, the same procedures shall then be followed by the City Secretary and Council as in the case of the original petition for the same purpose.~~

PETITIONS FOR RECALL: *Passed:* This amendment was *approved* by the Commission.

Prop. H: Shall Section 10.08 of the Charter be amended to conform with state law by requiring petitions calling for recall elections to comply with the Texas Election Code?

Explanation: Texas Election Code Ch. 277 states petitions can't be amended or supplemented (with certain exceptions) after they are filed. The current language is inconsistent with state law. The suggested amendment brings the Charter language into compliance with state law by simply referring to the applicable state statute.

Amended Text: If approved, the section will read (in relevant part):

Section 10.08 - Recall Election.

All papers comprising a recall petition shall be assembled and filed with the City Secretary. Within thirty (30) days after the petition is filed, the City Secretary shall determine its sufficiency and, if found to be sufficient, shall certify this fact to the Council at its next regular meeting. A petition may be amended or supplemented in compliance with the Texas Election Code. ~~If a recall petition is found to be insufficient, it may be amended within ten (10) days after notice of such insufficiency by the City Secretary, by filing a supplementary petition.~~

P&Z MEMBERSHIP: *Failed:* This amendment was *not* approved by the Commission.

Prop. I: Shall Section 12.01 of the Charter be amended to provide that the number of Planning and Zoning commissioners shall be established by ordinance?

Explanation: State law does not specify the membership of a Planning and Zoning Commission; thus, it is a matter of local preference. The current size of the P&Z under the Charter is 9. This amendment removes reference to the size of the P&Z from the Charter and allows the City Council to set the size of the P&Z by ordinance.

Amended Text: If approved, the section will read (in relevant part):

Section 12.01 - Planning and Zoning Commission.

There shall be established a Planning and Zoning Commission which shall consist of ~~nine (9)~~ residents, serving staggered three-year terms.

Any vacancy on the Commission shall be filled by the Council for the remainder of the unexpired term in question. Members of the Commission shall serve without compensation and may be removed by the Council at its sole discretion. The Commission shall annually elect a Chair and a Vice Chair from among its membership. A majority of members shall constitute a quorum. The Commission shall keep minutes of its proceedings and such minutes shall be of public record.

OUTDATED TRANSITIONS: *Passed:* This amendment was *approved* by the Commission.

Prop. J: Shall Sections 14.03 and 14.04 of the Charter be repealed in their entirety as outdated, transitional provisions that are now irrelevant?

Explanation: These provisions are surplus language included as part of the 2010 Charter amendments as an explanation regarding the implementation of that collection of modifications, which included increasing terms of office from 2 to 3 years. They no longer have any relevance to the current Charter and will not affect any future amendments.

~~Section 14.03—Submission of Charter Amendment to Election.~~

~~The City Council, in preparing these Charter Amendments, finds and declares that it is impracticable to segregate each subject so that the voter may vote "yes" or "no" on the same, for the reason that the Charter is so constructed that in order to enable it to properly function it is necessary that it should be amended as set forth on the seven (7) separate ballots presented. For this reason, the City Council directs that the ballot provisions related to these Charter Amendments be voted upon as set forth on the seven (7) ballot propositions presented, and that these amendments shall be submitted to the qualified voters of the City at an election to be held on the 2nd day of November, 2010. The various Charter Amendments approved by a majority of the qualified voters, voting at this election, shall become the Amended Charter of the City of Bastrop on the date the Council enters an order in the records of the City declaring that the various approved Charter Amendments are adopted and the Home Rule Charter is, thus, Amended to include the ballot changes approved by the voters of the City of Bastrop. No amendments to the Charter are intended nor shall same be made other than those specifically approved by the voters in the upcoming election, and as noted herein.~~

~~Section 14.04—Transitional Elections/Staggered Terms.~~

~~In order to provide for a smooth transition from the former two-year terms for all Council Members to the three-year staggered terms set forth in Charter Section 3.02, the following transitional election rules shall be applied.~~

~~(1) Staggering Terms. At the first Council meeting following the approval by the electorate of three-year terms of office pursuant to the Amended Charter, then-sitting Council Members,~~

~~including the Mayor, shall draw lots to determine which Council places and/or Mayoral position shall be subject to a transitional length term of office, in order to provide for staggering of terms, the objective being that as stated in Section 3.02; specifically that each year, two (2) Council places, including the Mayoral position, shall be up for election for 3-year terms of office.~~

~~(2) Implementation of Staggered Terms. No City Council Member shall be required to draw lots that would result in a transitional term of less than two years or exceeding four years to accomplish the staggering of terms as set forth herein.~~

~~(3) Deadline for Accomplishing Staggering Terms. The City Council shall accomplish staggering the terms of office for all Council Member places and the Mayoral position on or before the General Election that will occur in 2015.~~

GENDER-SPECIFIC TERMS: *Passed:* This *modified* amendment was *approved* by the Commission.

Prop. K: Shall the Charter be amended throughout to replace gender -specific language with gender-neutral terminology?

Explanation: The Charter is replete with gender-specific terms, including:

- his,
- his or her,
- his/her,
- him,
- him/her

The suggested amendment makes a uniform series of non-substantive edits throughout the Charter.

Amended Text: If approved, the gender-specific wording listed above will be replaced *throughout the Charter* with *his/her or him/her*, as appropriate in context.

end of Amendments contemplated in 2022

###

BOARD APPOINTMENTS: *Passed:* This amendment was *approved* by the Commission.

Prop. 1: Shall Section 3.01 of the Charter be amended to clarify that the Mayor appoints candidates to serve on boards (committees, commissions, task forces, etc.) and the Council confirms the appointment?

Explanation: Traditionally the Charter has been interpreted to grant the Mayor the authority to appoint members to boards subject to Council's confirmation. It would be useful to provide clarity given imprecise language in Sections 3.01(5) and 3.08. *In the alternative*, interest has been expressed in the notion of authorizing appointments to be made by the Mayor or two Council Members subject to confirmation by the full Council.

Amended Text: If approved, the section will read (in relevant part):

Section 3.01 - Powers and Duties.

All powers of the City and the determination of all matters of policy shall be vested in the City Council. Without limitation of the foregoing and among the other powers that may be exercised by the City Council, the following are enumerated for greater certainty. The City Council may: ...

(5) provide for such additional boards and commissions, not otherwise provided for in this Charter, as may be deemed necessary, and confirm the Mayor's appointment of ~~appoint~~ the members of all such boards and commissions. Such boards and commissions shall have all powers and duties now or hereafter conferred and created by this Charter, by City ordinance or by law; ...

MAYOR PRO TEM: *Failed:* This amendment was not approved by the Commission.

Prop. 2: Shall Section 3.01 of the Charter be amended to provide for the position of Mayor Pro Tem to alternate annually among the City Council members?

Explanation: Currently the Charter requires the City Council to select a Mayor Pro Tem annually. The Charter grants the Council the ability to appoint the same member to serve as Mayor Pro Tem continually (i.e., year after year). There has been interest expressed in requiring the position to change annually so that Council Members can have an opportunity to serve on a rotating basis.

Amended Text: If approved, the section will read (in relevant part):

Section 3.08 - Mayor and Mayor Pro Tem.

The Mayor shall preside over the meetings of the Council and perform such other duties consistent with the office as may be imposed on the Mayor by this Charter and all ordinances and resolutions passed in pursuance thereof. The Mayor may not vote, except in elections, to break a tie and as otherwise provided in this Charter. The Mayor shall have no veto power. The Mayor shall appoint members to all City boards and commissions, subject to confirmation by the Council. The Mayor shall also be recognized as the chief presiding officer of the City. The Mayor shall also be recognized as the head of the City by all courts for the purpose of serving civil processes, by the Governor for the purpose of enforcing military law and for all ceremonial purposes.

At the first meeting of the Council following the City's general election, the Council shall elect one of its members to serve a one-year term as Mayor Pro Tem of the City. In the absence or disability of the Mayor to perform the duties of that office, the Mayor Pro Tem shall perform all such duties, and while acting as Mayor Pro Tem may not vote, except in

elections and to break a tie. The position of Mayor Pro Tem shall alternate annually in a manner that provides all willing Council Members the opportunity to serve.

COUNCIL COMPENSATION: *Tabled:* This amendment remains *pending* subject to further consideration at a future meeting.

Prop. 3: Shall Section 3.07 of the Charter be amended to compensate the Mayor at a rate of \$___ per month and Council Members at \$___ per month?

Explanation: Currently the Charter specifies particular amounts of compensation for the Mayor and City Council Members. The question of a raise has arisen. An increase will not go into effect for an individual (Mayor or Council Member) until they are elected (or re-elected if an incumbent).

Amended Text: If approved, the section will read (in relevant part):
Section 3.07 - Compensation and Expenses.

The Mayor shall be compensated in the amount of ~~\$150~~ \$___? per month and each of the other Council Members shall be compensated in the amount of ~~\$75~~ \$___? per month.

Council Members may receive reimbursement for necessary expenses incurred in the performance of their duties of office, according to policies to be determined by the Council.

CHARTER REVIEW: *Passed:* This *modified* amendment was *approved* by the Commission.

Prop. 4: Shall Section 3.09 of the Charter be amended to mandate that the City Council must appoint a Charter Review Commission every six years?

Explanation: Currently the Charter requires that at least every six years the Council must consider whether the Charter needs to be revised. Interest has been expressed in the notion of going the extra step to mandate that a Charter Review Commission be appointed to conduct that assessment. Neither state law nor the Charter mandates that the Council appoint a Charter Review Commission (i.e., it's optional).

Amended Text: If approved, the section will read (in relevant part):
Section 13.09 - Charter Amendment.

Proposed amendments to this Charter shall be framed and submitted to the voters of the City in the manner prescribed by state law.

The Council shall, at intervals not to exceed six (6) years, formally consider the need for revision(s) to the Charter by appointing a citizens Charter Review Commission excluding City employees and Council Members. This review shall be based on a written report from the City Manager, with special attention given to conflicts, if any, between the Charter and state law, and recommending such amendments to the Charter as may seem necessary for legal, administrative or other reasons.

QUORUM: *Failed:* This amendment was not approved by the Commission.

Prop. 5: Shall Section 3.13 of the Charter be amended to specify that 3 members of the Council shall constitute a quorum?

Explanation: Typically, a quorum of a governing body is a *simple majority* of the entirety of the voting members. Under the Charter, the Council is comprised of five Council Members and a Mayor (who votes only in instances of a tie). Often in that situation a quorum would be three. Our Charter sets the quorum at four.

Amended Text: If approved, the section will read (in relevant part):

Section 3.13 - Rules of Procedure.

The Council shall determine its own rules of procedure and order of business. ~~Three~~ Four members of the Council shall constitute a quorum to do business, and a majority vote of those attending any meeting at which there is a quorum present shall be sufficient to adopt any ordinance or resolution, except as otherwise provided in this Charter. The vote upon the passage of all ordinances and resolutions shall be taken by "ayes" and "nays," and the vote of each Council Member present shall be entered on the minutes of the meeting.

All meetings of the Council, except for executive sessions authorized by state law, shall be open to the public, and minutes of all proceedings of such open meetings shall be kept, to which any citizen may have access at all reasonable times and which shall constitute the archives of the City.

CITY MANAGER RESIDENCE: *Passed:* This *modified* amendment was *approved* by the Commission.

Prop. 6: Shall Section 4.01 of the Charter be amended to remove the requirement that the City Manager to reside within the City Limits?

Explanation: Current and previous City Managers have reported that it is difficult to procure housing that meets their needs within the City Limits due to the limited supply. This amendment removes residency restrictions (leaving limitations [if any] to the City Council).

Amended Text: If approved, the section will read (in relevant part):

Section 4.01 - Appointment, Qualifications and Compensation of the City Manager.

The Council shall appoint a City Manager for an indefinite term, who shall be the chief administrative officer of the City. The City Manager shall be chosen by the Council by a majority vote of its entire membership and solely on the basis of executive and administrative training, experience, ability and character and without regard to political consideration.

~~The City Manager need not be a resident of the City at the time of appointment but shall reside within the City while in office.~~

The City Manager shall receive such compensation as may be fixed by the Council.

FUTURE ITEMS

In addition to Prop. 3 (Council Compensation, which was tabled), Commissioner (and former Mayor) Ken Kesselus raised the following items for consideration at the next meeting:

- Mayor's ability to vote
- Number of City Council Members

Commissioners may bring other items forward at the next meeting.

PROCEDURAL NOTE

In creating the Commission, the City Council dictated that the Commission shall comply with rules of procedure for the City Council and Boards and Commissions, except that a three-quarter (3/4) super-majority vote determines whether the motion passes or fails. See Ordinance 2024-18, Section 7. At its meeting, the Commission determined that the Council's intent was that the super-majority requirement apply to the full membership (13) not just those present (thus, 10 votes is necessary to approve a recommendation to the Council).

CONCLUSION

A second meeting of the Commission is currently being scheduled.

Additional amendments may be suggested by the Commission, City staff, or City Council.

When ordering an election on the issue of amending the Charter based on recommendations from the Commission, the City Council retains the discretion to select which propositions (*if any*) to place on the ballot for the voters.

Voters may approve or reject each proposition on the ballot.



STAFF REPORT

MEETING DATE: July 23, 2024

TITLE:

Consider action to approve second reading of Resolution No. 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

RULES OF PROCEDURE EDITS FROM JULY 9, 2024 COUNCIL MEETING:

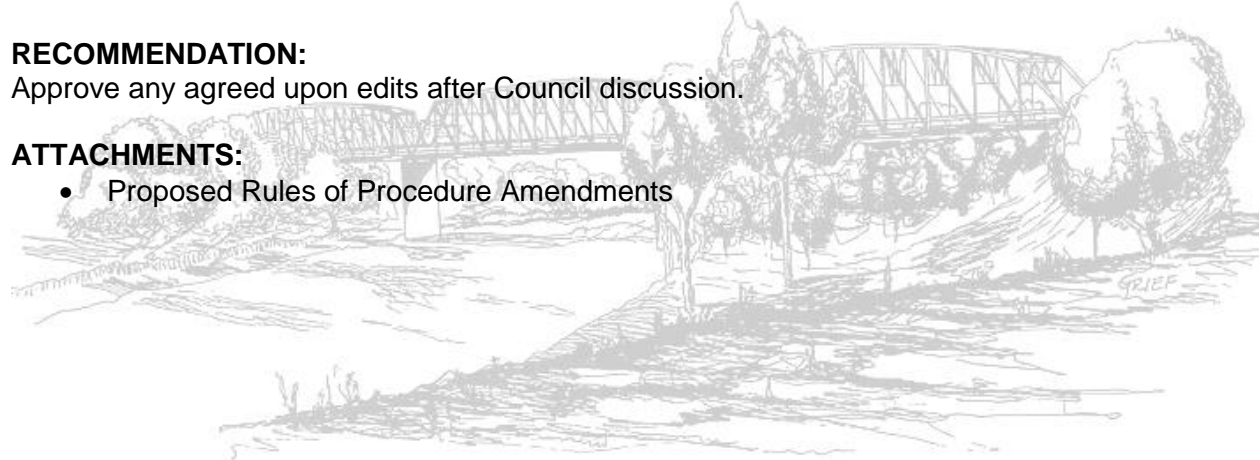
- 2.2 – being in compliance with Open Meetings Act; accepted
- 2.10 – No changes or additions
- 3.2 – Leave as is; removed
- 3.5 – Change the language to Council discussion time from 10 minutes to 5 minutes
- 3.12 – Withdrew change
- 4 (Agenda Order) – Strike redundant language; No change just the changes in the packet
- 4.4 – Change not accepted (Have the option of Council Member to read a Proclamation in Council Chambers); removed
- 4.7 – Citizens can submit a comment/sign up to speak prior to the start of Citizen Comments; addition
- 5.2 and 5.3 – Council did not come to consensus; removed

RECOMMENDATION:

Approve any agreed upon edits after Council discussion.

ATTACHMENTS:

- Proposed Rules of Procedure Amendments



RESOLUTION NO. R-2024-79**AMENDING THE RULES OF PROCEDURE****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE CITY COUNCIL RULES OF PROCEDURE ATTACHED AS EXHIBIT A; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Bastrop (City Council) has a shared interest in promoting efficient, effective, and ethical City Council meetings; and

WHEREAS, pursuant to Sections 551.007 and 551.023 of the Texas Government Code and Section 3.13 of the City's Charter, the City Council has the authority to determine its own rules of procedure and order of business; and

WHEREAS, Section 1.4 of the City Council Rules of Procedure mandates an annual review of the Rules of Procedure; and

WHEREAS, The City Council has completed its review of the Rules of Procedure and recommended certain amendments and edits.

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 revised Rules of Procedure attached hereto as "Exhibit A" and made a part hereof by this reference.

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

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

required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas, on this, the 23rd 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