

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



IN THE BODY OF THE PACKET RESOLUTION NO. R-2021-65 FOR ITEM 13D HAS BEEN REPLACED WITH A NEW VERSION

July 13, 2021, Special Meeting at 5:30 P.M.

Regular Meeting at 6:30 P.M.

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 WWW.CITYOFBASTROP.ORG/CITIZENCOMMENTFORM BEFORE 5:00 P.M. ON July 13, 2021. COMMENTS SUBMITTED BY THIS TIME WILL BE DISTRIBUTED TO THE CITY COUNCIL PRIOR TO MEETING COMMENCEMENT, REFERENCED AT THE MEETING, AND INCLUDED WITH THE MEETING MINUTES. COMMENTS FROM EACH INDIVIDUAL WILL BE LIMITED TO THREE (3) MINUTES WHEN READ ALOUD.

SPECIAL MEETING 5:30 P.M.

1. CALL TO ORDER

2. EXECUTIVE SESSION

- 2A. City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.

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

4. WORK SESSION/BRIEFINGS

- 4A. Receive presentation on the new FEMA Flood Insurance Study, Flood Insurance Rate Maps, impact on community, and floodplain administration. (Submitted by: Allison Land, Senior Planner)
- 4B. Receive presentation on the option to lease police vehicles. (Submitted by: Vicky L. Steffanic, Assistant Chief of Police)

5. Adjourn Special Meeting

REGULAR MEETING 6:30 P.M.

6. CALL TO ORDER – REGULAR SESSION

7. PLEDGE OF ALLEGIANCE

TEXAS PLEDGE OF ALLEGIANCE

Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

8. INVOCATION – Lynda Sparks, Police Chaplain

9. PRESENTATIONS

- 9A. Mayor's Report
- 9B. Council Members' Report
- 9C. City Manager's Report
- 9D. Present Bastrop Independent School District Community Partner Recognition.

10. STAFF AND BOARD REPORTS

- 10A. Presentation from Organizations applying for FY2022 Community Support Funding. (Submitted by: Candice Butts, Community Impact Manager)

11. 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 before 5:00 p.m. on July 13, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when 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.

12. 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.

- 12A. Consider action to approve City Council minutes from the June 22, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 12B. Consider action to approve the second reading of Ordinance No. 2021-08 of the City Council of the City of Bastrop, Texas approving the 2021 Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2022 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunter's Crossing Local Government Corporation; and providing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

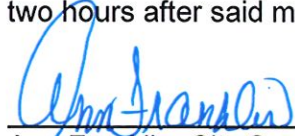
13. ITEMS FOR INDIVIDUAL CONSIDERATION

- 13A. Consider action to approve Ordinance No. 2021-09 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021 to fund water and wastewater system improvements and fence replacement in the Hunter's Crossing Public Improvement District; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)

- 13B. Consider action to approve Resolution No. R-2021-68 of the City Council of the City of Bastrop, Texas, awarding a contract with Myers Concrete Construction in the amount of Five Hundred Ninety-Six Thousand Five Hundred Forty-Five Dollars and Seventy Cents (\$596,545.70) for the construction of the River Loop Sidewalk project, 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: Fabiola De Carvalho, Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)
- 13C. Consider action to approve the first reading of Resolution No. R-2021-66 of the City Council of the City of Bastrop, Texas, approving a Project with John Baasch Augers and Flighting Inc. in an amount exceeding Ten Thousand Dollars (\$10,000.00) for the project; providing an effective date; and move to include on the July 27, 2021, consent agenda for a second reading. (Submitted by: Genora Young, BEDC Interim Executive Director)
- 13D. Hold public hearing and consider action to approve Resolution No. R-2021-65 of the City Council of the City of Bastrop, Texas, approving a Development Agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)
- 13E. Consider action to approve Resolution No. R-2021-67 of the City Council of the City of Bastrop, Texas, approving an agreement for Emergency Communications Services between Bastrop County and the City of Bastrop, 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: Clint Nagy, Chief of Police)
- 13F. Consider action to approve the first reading of Ordinance No. 2021-11 of the City Council of the City of Bastrop, Texas amending Chapter 9 – Personnel, Article 9.01, Section 9.01.001, of the Bastrop code of ordinances relating to the adoption of the Employee Handbook, making comprehensive revisions to that handbook; repealing conflicting ordinances and resolutions; including a severability cause, and establishing an effective date, and proper notice and meeting; and move to include on the July 27, 2021 City Council consent agenda for a second reading. (Submitted by: Tanya Cantrell, Human Resources Director)
- 13G. Consider action to approve the first reading of Ordinance No. 2021-10 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the July 27, 2021 City Council consent agenda for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 13H. Consider action to approve Resolution No. R-2021-69 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Carol Kysar to Place 4 on the Fairview Cemetery Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date. (Submitted by: Paul Hofmann, City Manager)

14. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, July 8, 2021 at 3:00 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary





STAFF REPORT

MEETING DATE: July 13, 2021

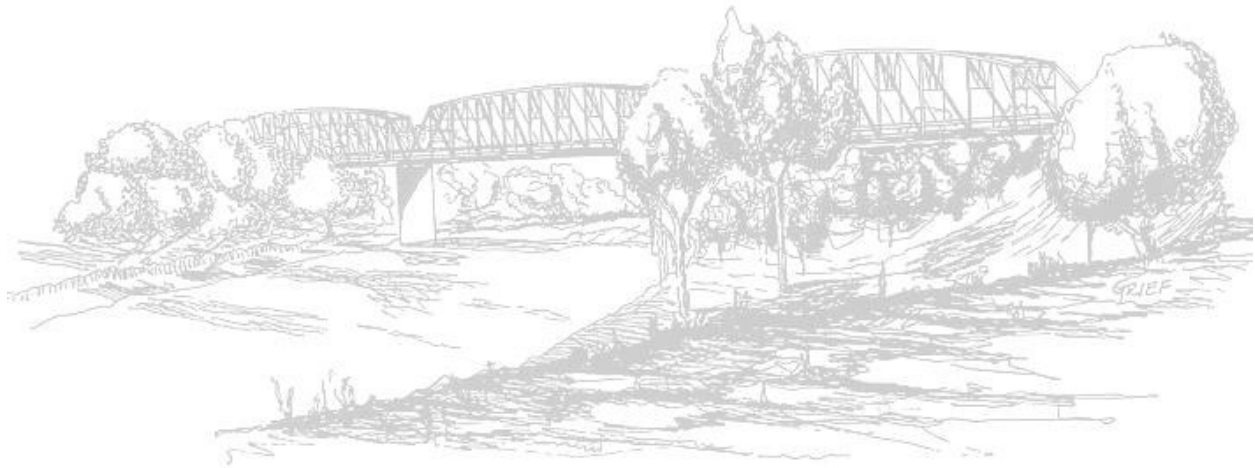
AGENDA ITEM: 2A

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code Sections 551.071 and 551.072, to seek the advice of legal counsel, and to deliberate upon the acquisition of real property interests associated with the construction of Wastewater Treatment Plant #3 at 385 SH 304, Unit B, Bastrop, TX 78602, and its collections systems, including all related agreements, authorizations, easements, resolutions, and associated legal actions.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 3

TITLE:

Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 4A

TITLE:

Receive presentation on the new FEMA Flood Insurance Study, Flood Insurance Rate Maps, impact on community, and floodplain administration.

AGENDA ITEM SUBMITTED BY:

Allison Land, Senior Planner

BACKGROUND/HISTORY:

FEMA has issued a Preliminary Flood Insurance Study (FIS) and Preliminary Flood Insurance Rate Maps (FIRMs). The presentation will show the areas of change. The City is required to administer regulations in flood-prone areas to participate in the National Flood Insurance Program (NFIP) and receive federal disaster assistance.

Administration includes reviewing and issuing permits for development within the floodplain. These permits apply to individual building permits and subdivision plats. Subdivisions are subject to the Stormwater Drainage Manual, which does not allow development in the 1% annual chance special hazard flood area (SFHA) without obtaining a Letter of Map Revision (LOMR) through FEMA. FEMA has revised the name of the 100-year floodplain to the 1% annual chance SFHA to reduce inaccurate assumptions. Individual structures are subject to the Code of Ordinances Chapter 3.17 Flood Damage Prevention. Chapter 3 requires things such as elevating the floor of a residential structure two feet above the base flood elevation (as set on the FIRMs), elevating or floodproofing non-residential structures, and ensuring that structures are secured against floatation, lateral movement, and other flood impacts.

The Community Rating System (CRS) program allows insurance carriers to provide better flood insurance premiums to the community. There is a ranking system dependent on types of floodplain management practices used. To provide the best insurance options to the community, the City intends to participate in this program in addition to the NFIP. Program requirements will be evaluated to see what credits are available for the City's existing ordinances, plans, studies, outreach, as well as options for improving the ranking. Options will be brought before City Council.

We suggest coordinating with the County to hold open houses to foster communication with engineers and surveyors, residents, and real estate agents. There will also be future agenda items for any feedback from the City to FEMA and adoption of the FIS and FIRMs.

Resources:

- Floodplain Administration website ([link](#))
- FEMA Changes in Flood Map Viewer ([link](#))

FISCAL IMPACT:

None

4A. Work Session/Briefings

Receive presentation on the new FEMA Flood Insurance Study, Flood Insurance Rate Maps, impact on community, and floodplain administration.
(Submitted by: Allison Land, Senior Planner)



Overview

1. Administration
2. Floodplain Basics
3. Changes/Impacts
4. Currently Adopted Standards
5. Resources
6. Future Items



Floodplain Administration: Goals

- Ensure health, safety, and economy of community
- Improve safety of people and animals
- Lower amount of damaged property
- Reduce economic losses accrued as a result of damaged property



Floodplain Administration: City Role

- Adopt and implement ordinances that meet or exceed NFIP
- Review all development in flood-prone areas and issue permits accordingly
- Coordinate with local, state, and federal officials
- Balance economic gain of floodplain development against resulting increase in flood hazards



Floodplain Administration: City Role

- Communicate risk to citizens: website, social media, meetings, permit resources
- Regulate and guide development to minimize risk: adopt standards, permits
- Plan for evacuation, public service impacts: Hazard Mitigation Plan, flood readiness stages
- Identify mitigation opportunities: studies, plans, etc.



Floodplain Administration: Why

- Texas in Top 3 for flood damage in the US
- Bastrop: riverine and shallow flooding, drainage challenges
 - 10 locally and 9 federally declared disasters in the last 10 years
 - 4 floods, 1 hurricane
- NFIP participation – allows flood insurance
- Updated maps and areas of impact



National Flood Insurance Program

- Mandatory participation to receive federal disaster assistance
- Participation requires adopting minimum regulatory standards
- Best practices:
 - Adopt higher than minimum standards
 - Participate in CRS
 - No Adverse Impact – Tx Water Code



Community Rating System (CRS)

- Credits community efforts beyond the minimum standards
- Insurance premium discounts based on class

Rate Class	Discount for SFHA*	Discount for Non-SFHA**	Credit Points Required
1	45%	10%	4,500 +
2	40%	10%	4,000–4,499
3	35%	10%	3,500–3,999
4	30%	10%	3,500–3,499
5	25%	10%	3,000–2,999
6	20%	10%	2,500–2,499
7	15%	5%	1,500–1,999
8	10%	5%	1,000–1,499
9	5%	5%	500–999
10	0	0	0–499

Floodplain Basics

FLOOD INSURANCE STUDY

FEDERAL EMERGENCY MANAGEMENT AGENCY

Flood Insurance Study (FIS)

- Identifies principal flood problems
- Source information: Lidar, Halff, etc.
- Methodology
- Profiles and elevations



Floodplain Basics

FLOOD INSURANCE STUDY FEDERAL EMERGENCY MANAGEMENT AGENCY

(FIS) Flood Problem Areas for Bastrop

- Colorado River:
 - Large watershed, Highland Lake System
- Gills Branch, Piney Creek:
 - Localized flooding, no gages thus no frequency data



Floodplain Basics

Flood Insurance Rate Map (FIRM)

- Maps Special Flood Hazard Areas (SFHAs)
- Used for flood insurance and regulatory compliance
- 1991, 2006 updates
- 2021 Preliminary FIRM



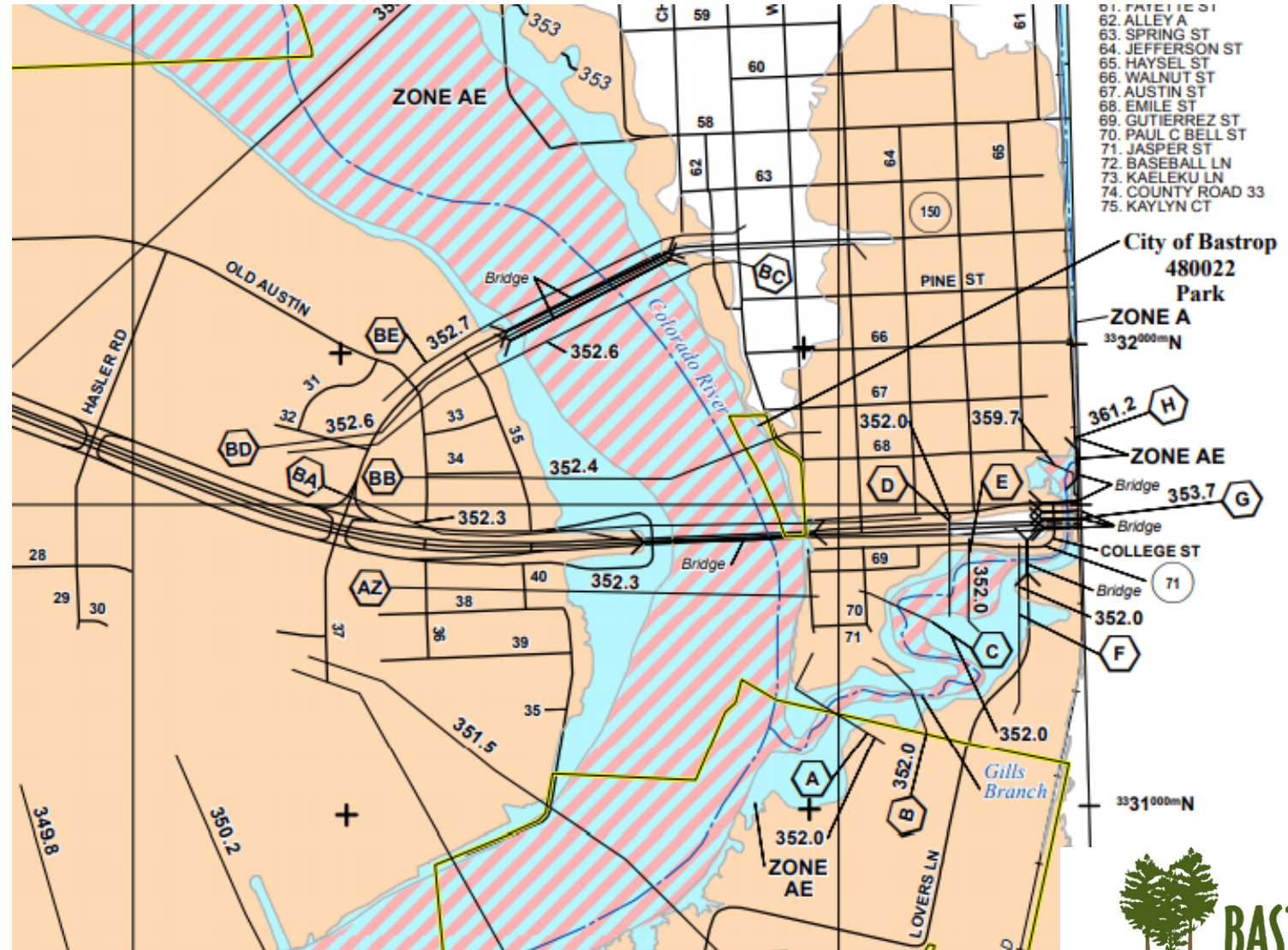
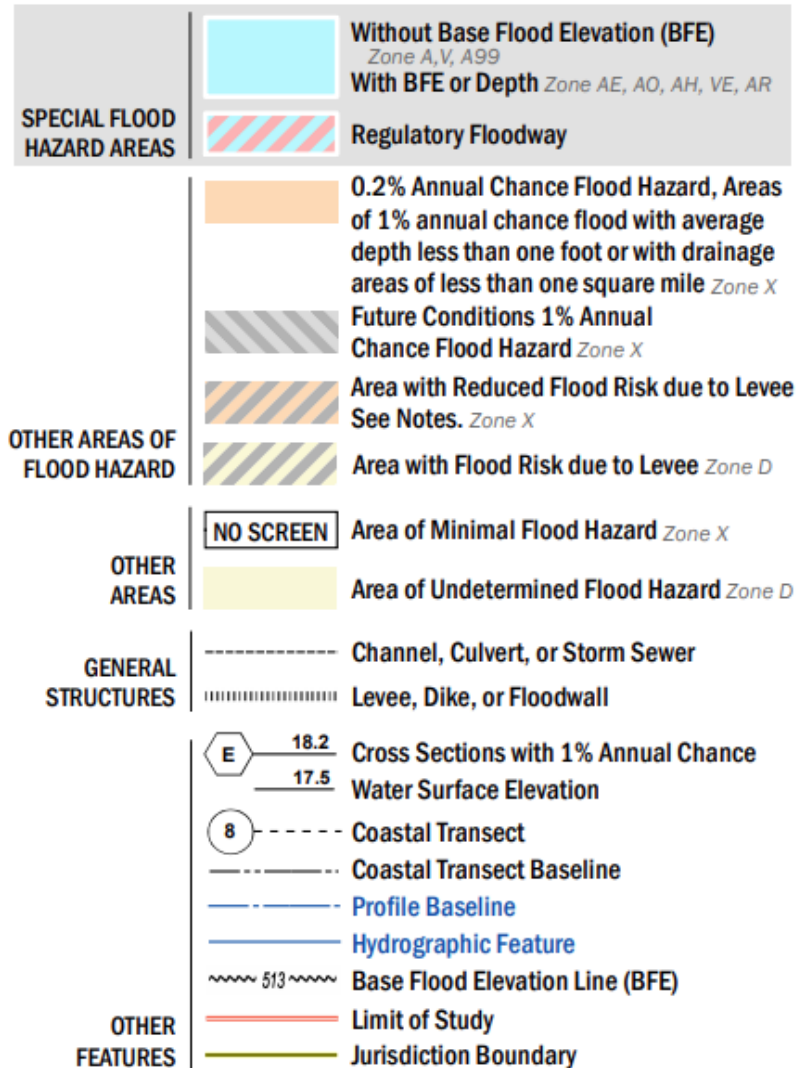
Floodplain Basics

Special Flood Hazard Areas (SFHAs)

- A Zones = 1% Annual Chance
 - Previously 100-year
- X Zone Shaded = 0.2% Annual Chance
 - Previously 500-year
- X Zone Unshaded = minimal annual chance



Floodplain Basics: SFHAs on FIRM



Floodplain Basics: Terminology

- Base Flood = flood having a 1% chance of being equaled or exceeded in any given year
- BFE = Base Flood Elevation, anticipated water level rise
- Regulatory Floodway = water channel and adjacent land reserved to discharge a base flood without increasing water surface elevation



Floodplain Basics: Terminology

- Base Flood = flood having a 1% chance of being equaled or exceeded in any given year
- BFE = Base Flood Elevation, anticipated water level
- Regulatory Floodway = water channel and adjacent land reserved to discharge a base flood without increasing water surface elevation



Floodplain Basics: Terminology

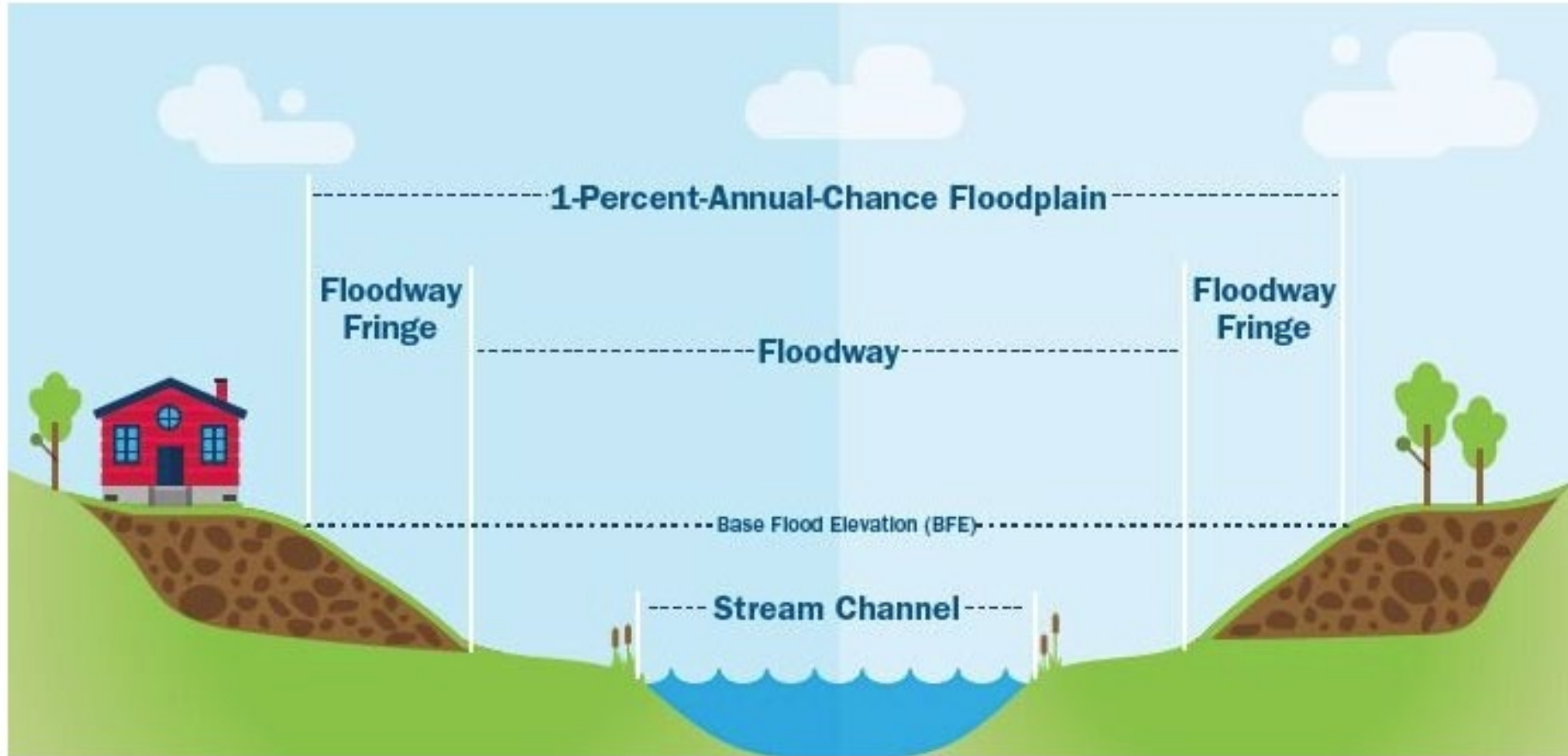


Photo Source: Tulsa Engineering

Floodplain Basics: Terminology

- LOMR = Letter of Map Revision
 - Changes zones, floodplain/way delineations, elevations
- LOMA = Letter of Map Amendment
 - Establishes a property location in relation to the SFHA



Floodplain Basics: Terminology

- Elevation Certificates:
 - Ensure compliance with regulations
 - Support a LOMA or LOMR-F
 - Determine insurance rate

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No. 1660-0008
Expiration Date: November 30, 2022

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1–9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.







SECTION A – PROPERTY INFORMATION		FOR INSURANCE COMPANY USE
A1. Building Owner's Name <input type="text"/>		Policy Number: <input type="text"/>
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. <input type="text"/>		Company NAIC Number: <input type="text"/>
City <input type="text"/>	State <input type="text"/>	ZIP Code <input type="text"/>
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) <input type="text"/>		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <input type="text"/>		
A5. Latitude/Longitude: Lat. <input type="text"/> Long. <input type="text"/> Horizontal Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983		

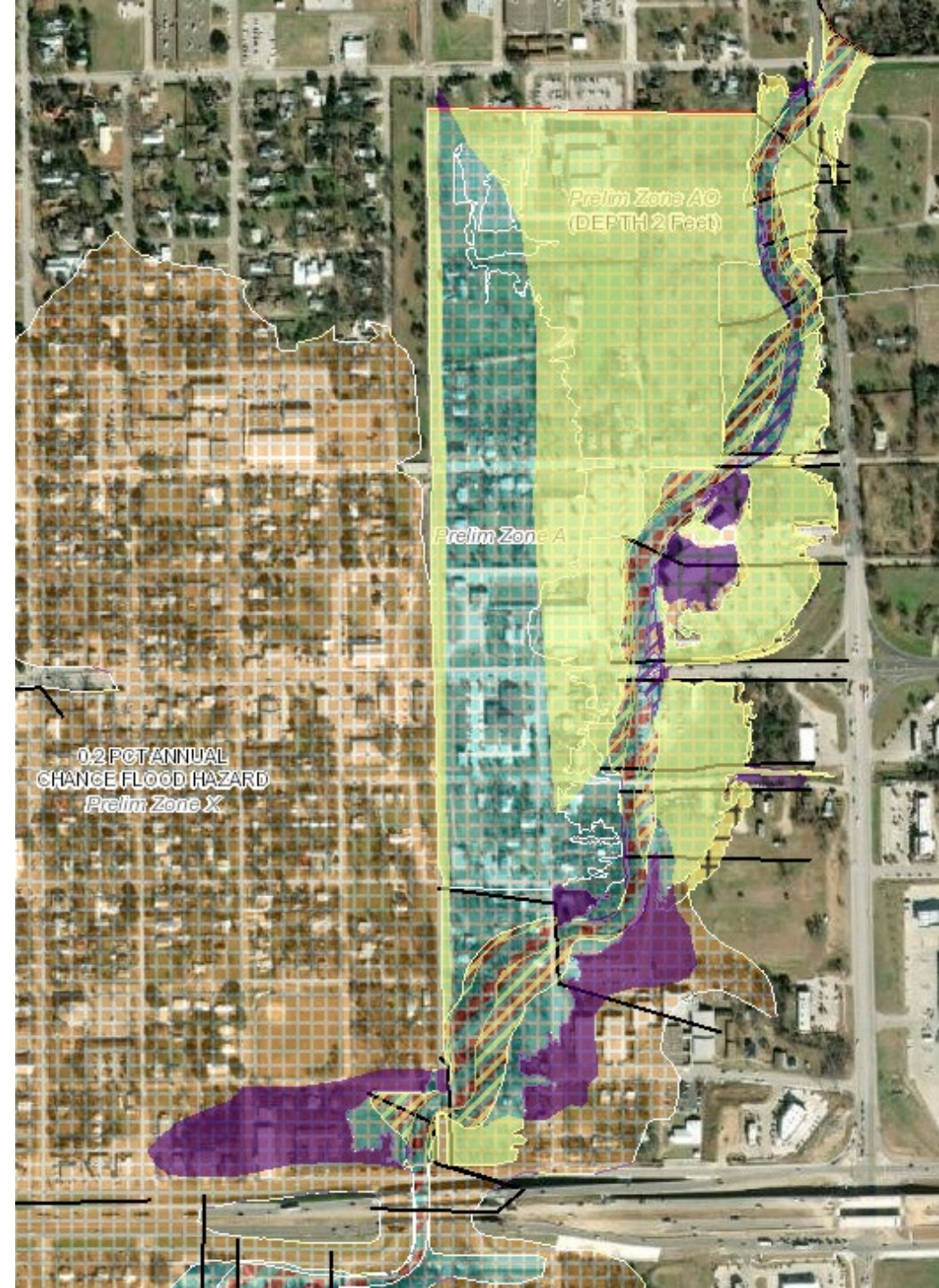
Areas of Change: Gills Branch

Increase in Floodway

Increase in 1% Annual Chance

Reduction in 0.2% Annual Chance

- ▼  Floodway Change
 -  Floodway Increase
 -  Floodway Decrease
- ▼  Special Flood Hazard Area Change
 -  Special Flood Hazard Area Increase
 -  Special Flood Hazard Area Decrease

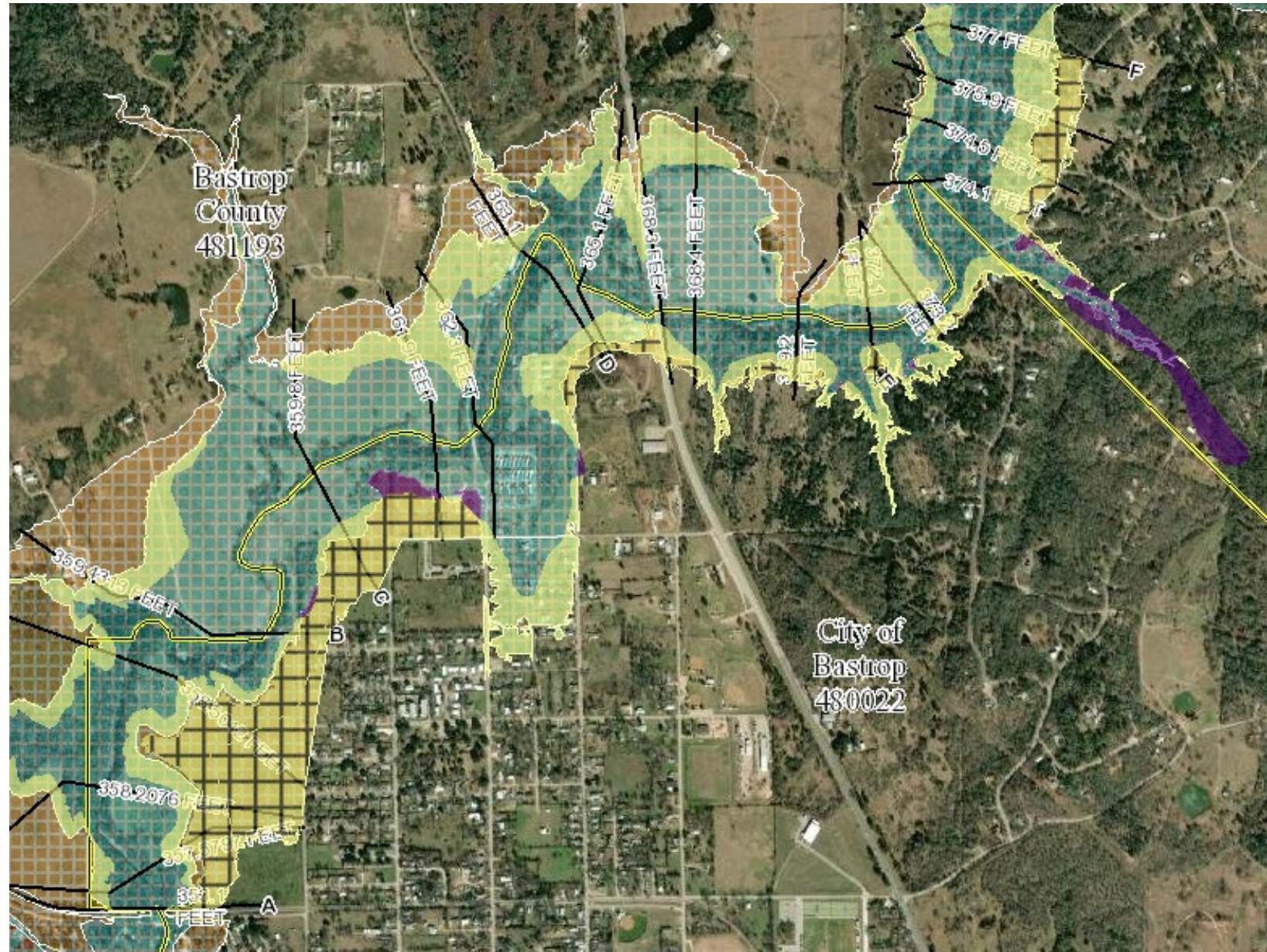


Areas of Change: Piney Creek

Increase in 1% Annual Chance

Increase in 0.2% Annual Chance

- ☒ Special Flood Hazard Area Change
- ☐ Special Flood Hazard Area Increase
- ☐ Special Flood Hazard Area Decrease
- ☒ Non-Special Flood Hazard Area Change
- ☐ Non-Special Flood Hazard Area Increase
- ☐ Non-Special Flood Hazard Area Decrease



Currently Adopted Standards

Currently adopted in Chapter 3:

- Minimal standards for NFIP, including:
 - Floodplain permits required
 - Floodproof non-residential structures
 - All structures elevated and anchored
- Plus, elevate 2 feet above BFE if in the 1% annual chance SFHA



Currently Adopted Standards

- Stormwater Drainage Design Manual (large projects)
 - No development in 1% annual chance SFHAs without a LOMR
- Plats, >5,000 sf impervious cover, >10,000 sf disturbance



Property Owner Impacts

- Consider flood insurance, mortgage company may require
- Floodplain Development Permit required in addition to all other permits
- Substantial Improvement (50% rule) requires compliance
 - Includes damage
- Subdivision platting requires a LOMR



Resources

- City of Bastrop Floodplain Management website

Planning & Development Home / Floodplain Management

Floodplain Management

This page provides information on flood studies and regulations for developing within the floodplain.

Quick Links

- [FEMA National Flood Hazard Layer](#): Hosted by FEMA, this map shows floodplain areas, elevations, revisions, and amendments
- [FEMA Flood Map Changes Viewer](#): compare existing flood hazard areas with preliminary flood hazard areas
- [City of Bastrop Flood Damage Prevention Order](#)
- [Hazard Mitigation Plan](#)
- [FEMA FloodSmart](#): Official site of the National Flood Insurance Program
- [Community Members' Guide to Map Revisions](#): how to identify risk, review impacts to flood insurance, and options if there is a disagreement with the maps



Future Items

- Community meetings: Summer
 - Surveyors and engineers
 - Citizens
 - Realtors
- Appeals to preliminary data: Late summer/early fall
- Adopt preliminary FIS and FIRMs: Fall



Future Items

- Evaluate CRS eligibility:
 - NFIP review
 - Verify insurance requirements for City buildings
 - Track number of buildings in the regulated floodplain
 - Coordinate with CRS Specialist
- Request for CRS classification:
 - Determine points, letter of interest



STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 4B

TITLE:

Receive presentation on the option to lease police vehicles.

AGENDA ITEM SUBMITTED BY:

Vicky L. Steffanic, Assistant Chief of Police

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The police department has struggled over the last several years with the reliability of its fleet. The maintenance costs and lost manhours have been excessively high. With the reduction in operational fleet, this puts more way and tear on the fleet in operation. There have been approximately 99 repair trips since 10/01/2020.

Also, the police fleet only has 12 of the 23 units paying lease into the Vehicle/Equipment Replacement Fund, which means the other 11 would need the upfront capital to purchase the replacements initially.

Because of these factors, the department has researched the option of leasing, instead of purchasing their police vehicles. Upon researching, the annual costs between leasing or purchasing, is relatively the same. The main difference is the capital outlay required to purchase the vehicles not participating in the VERF. Leasing would have potential benefits such as consistent up-to-date vehicles that are in reliable, good operating condition, a professionally managed maintenance program, a professional image, and contribute to positive moral for officers helping with recruiting efforts.

As part of this potential change, the department plans to remove the Chevrolet Tahoe's from the fleet and replace them with alternative police vehicles, such as the pursuit rated Ford Explorer and/or the Ford F-150 pursuit rated light duty truck.

The schedule for transitioning all the fleet to the lease program is stated below, focusing on the fleet with the most maintenance issues as priority.

FY 2022 – 7

FY 2023 – 6

FY 2024 – 7

FY 2025 – 3

The July 27, 2021 agenda will include a resolution requesting that Council give the City Manager authorization to execute all necessary agreements to participate in this program.

FISCAL IMPACT:

The overall impact will be a reduction in vehicle maintenance costs for the police department and the savings of the upfront capital required to purchase the additional 11 vehicles not in the VERF.

RECOMMENDATION:

Assistant Police Chief Vicky Steffanic and CFO Tracy Waldron recommend participation in this leasing program with police vehicles.

ATTACHMENTS:

- PowerPoint





Lease Option for the Police Fleet

Current Fleet

Our current fleet is an aging fleet in which we have 23 Total Units

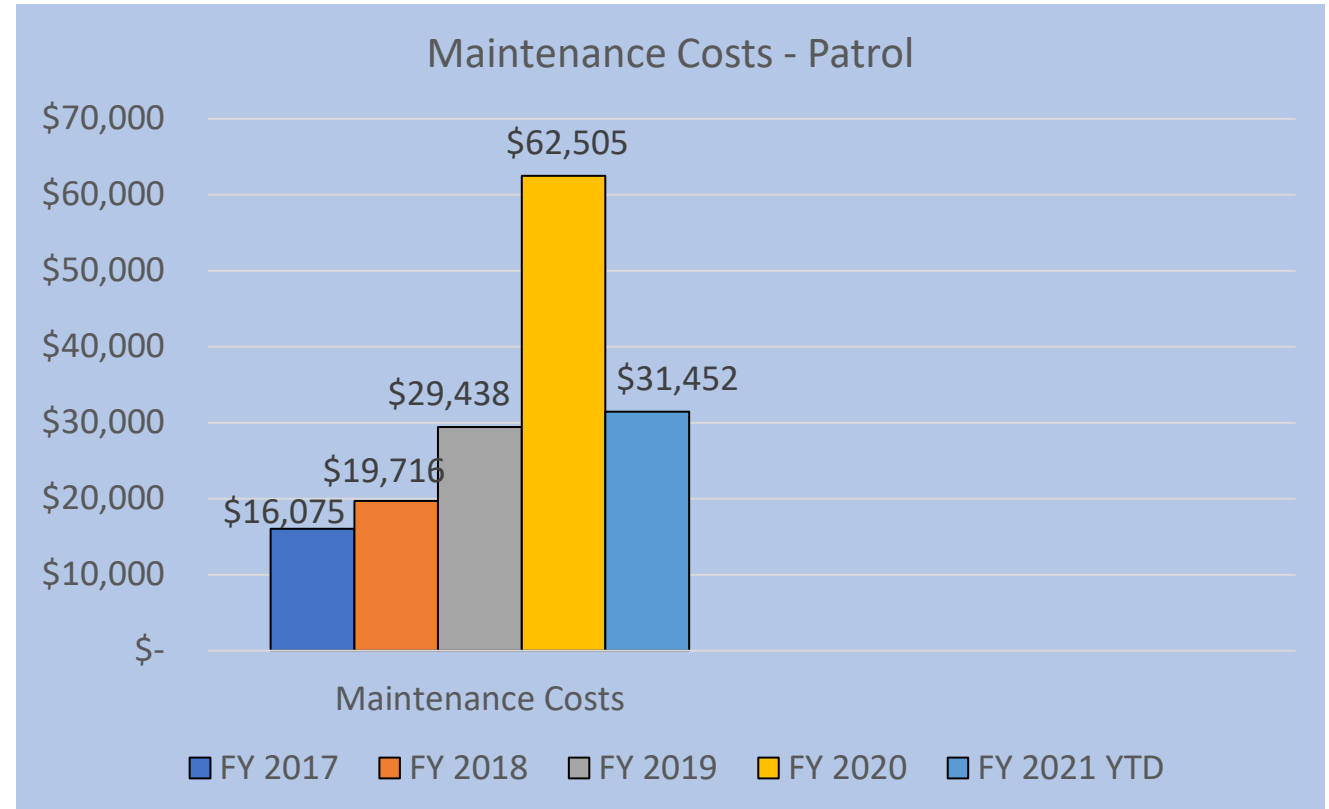
- Patrol : (13) Patrol Vehicles
 - 7 active patrol vehicles
 - 1 decommissioned (ongoing issues) vehicle (to CID)
 - 1 decommissioned (on going issues) vehicle (to admin)
 - 2 are beyond repair
 - 2 are currently in the repair shop
- Admin. : (4) vehicles (5 with the decommissioned)
- CID: (4) vehicles (5 with the decommissioned)
- Auction: (2) vehicles



Current Fleet

Types of Maintenance

General maintenance
Fuel Injectors
Radiator replacements
Fuel Starters
Radiator fan repair
AC Blower motor
Replace lifters and cam shafts
Batteries
Fuel pump replacement





Current Fleet

Year to Date FY 21 Maintenance Costs (continued)

Since October 1, 2020, our patrol vehicles (those currently assigned, transferred to a different division, or currently in the shop) have been taken for general maintenance or repairs over 100 times.

General Maintenance (oil changes) 49 times

Repairs (fuel injectors etc...) 66 times

While on patrol, officers have had their vehicles break down and towed while performing their duties, vehicles have broken down during a pursuit, or they have had to switch, with all their gear, to another unit on shift just due to malfunctions.





Current Fleet

Affect on Manpower

- A minimum of two officers (sometimes civilian personnel) are needed to drop off and pick up the vehicles.
- No less than 395 manpower hours have been spent for patrol maintenance. This includes 2 officers dropping off, picking up, coordination of repairs etc...





Current Fleet

Why all the Maintenance?

- Wear and Tear
- Age of fleet (2-2020; 3-2017; 4-2016, etc.)
- Overuse (due to vehicles out of commission for repair)
 - Splitting 7 – 9 vehicles (out of 13) between 14 officers on normal shifts – running them 24 / 7
 - Used for special events and security in conjunction with patrol





Current Fleet

Proposed FY 2022 replacement schedule

Description	Year	Mileage	Replaced with
Ford Ranger	2008	55,824	F150 Pursuit Rated Truck
Chevy Tahoe	2009	136,000	F150 Truck - Administration
Ford Ranger	2010	93,078	F150 Pursuit Rated Truck
Ford Crown Vic	2010	122,120	Compact SUV (non-pursuit)
Chevy Tahoe	2016	66,326	F150 Pursuit Rated Truck
Chevy Tahoe	2014	80,858	F150 Pursuit Rated Truck
Chevy Tahoe	2015	92,585	F150 Pursuit Rated Truck





Current Funding Process

There are (12) vehicles in the VERF (vehicle equipment replacement) fund.

- Lease payments are being made from the general fund

There are (11) vehicles not in the VERF fund

- Need Capital outlay to purchase, then start lease payments annually to replace (~\$610,000)





Lease Funding Option

- Use available funds currently in the VERF to pay annual lease with no increase in transfer into the VERF from General Fund for FY 2022.
- Increase the lease transfer from General Fund each year as more leased vehicles are added (after FY 2022) – this would have been the same increase for purchased vehicles.





Lease Funding Option

- Enterprise will sell our current fleet on our behalf and apply the proceeds against the lease payment schedule.
- A Financial Analysis of leasing versus purchasing, shows the lease amount annually for either option is the same. The savings will come by way of lower maintenance costs and no initial capital outlay upfront.





Lease Funding Option

Current schedule for replacing
current fleet with leased
vehicles

FY	# of Vehicles
2022	7
2023	6
2024	7
2025	3



Lease Funding Option Benefits

- Coordination of Maintenance would be through the leasing company for ALL police fleet. This includes data handling & maintenance scheduling.
- Quicker turnaround time to obtain patrol vehicles due to using a local upfitting business.
- Fleet will be replaced if it is determined there is a maintenance issue.
- Less worry about the safety and operation of an aging fleet. Hence the vehicles become more effective and efficient while in operation.



Lease Funding Option Benefits

- Lowers our maintenance cost
- Quicker turn over rate for diminishing vehicles with less up-front Capital needed
- Less involvement (running around dropping and picking up vehicles) from officers who are taken away from their primary duties
- Only 1 invoice is generated for the month for all maintenance costs





Enterprise – Maintenance Program

- The full maintenance program can be used for all vehicles if we participate in the MMP(Maintenance Management Program).
- Non-pursuit vehicles maintenance costs can be included in the program's lease payment excluding brakes and tires (CID & Administrative only)
- Enterprise manages the maintenance by assigning a specific individual to our lease, that works with the eight (8) identified providers in our area.





Enterprise – Maintenance Program

- Enterprise will deal directly with the providers and pay the invoices.
- The program is \$6.00 per unit / per month
- The maintenance data is tracked and maintained by Enterprise and available to the City via the Enterprise website.





Next Steps

- On July 27, 2021 - bring to Council a resolution to authorize City Manager to execute all agreements related to the leasing program.
- FY 2022 proposed budget assumes capital savings from no vehicle acquisition and lower maintenance costs, with the same level of lease payments coming out of the General Fund.
- Order first year replacement vehicles (6-month lead time).
- Evaluate the maintenance program experience for future use in other departments.





STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 9A

TITLE:

Mayor's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

POLICY EXPLANATION:

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

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

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

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

ATTACHMENTS:

- Power Point Presentation

Mayor's Report
July 13, 2021



Latest Activities

June 17 – July 6

Events in 2021: 207



**KVUE
Daybreak
Bastrop**



David Lewis & Farm Street Band



BAC Car Show for Silver Pines



Planned Events

July 7-13

- July 7 – Ortho360 Ribbon Cutting
- July 12
 - Little Sheep Learning Center visits City Hall
 - Joint City Council BEDC Meeting
- July 13 - City Council Meeting



Upcoming Events & City Meetings

- July 14 – Community Support Quarterly Meeting
- July 15
 - TML Small Cities Problem Solving Conference
 - Boards and Commission Open House
- July 19 – BEDC Board Meeting
- July 20 – TML Region 10 Quarterly Meeting
- July 26 – Children’s Advocacy Center Ribbon Cutting
- July 27
 - Bastrop PD Teen Academy
 - City Council Meeting





STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 9B

TITLE:

Council Members' Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, 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 13, 2021

AGENDA ITEM: 9C

TITLE:

City Manager's Report

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, 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 13, 2021

AGENDA ITEM: 9D

TITLE:

Present Bastrop Independent School District Community Partner Recognition.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 10A

TITLE:

Presentation from Organizations applying for FY2022 Community Support Funding.

AGENDA ITEM SUBMITTED BY:

Candice Butts, Community Impact Manager

BACKGROUND/HISTORY:

The organizations applying are:

- Austin Habitat for Humanity
- Bastrop County Child Welfare Board
- Bastrop County Emergency Food Pantry and Support Center
- Bastrop County First Responders
- Bastrop County Long Term Recovery
- Bastrop County Women's Shelter, dba Family Crisis Center
- Bastrop Pregnancy Resource Center
- Children's Advocacy Center
- Combined Community Action, Inc. of Central Texas
- Court Appointed Special Advocates CASA
- Feed the Need Missions
- In the Streets Hands Up High Ministry
- Pines and Prairies Land Trust

Organizations providing charitable services to the citizens of Bastrop, that could be provided by the City of Bastrop are eligible to apply for Community Support funding.

FISCAL IMPACT:

The total requested funding for FY 2022 is \$187,928.99. The funding amount for current fiscal year 2021 is \$119,498.50. The funding source is traditionally the Electric Fund.

RECOMMENDATION:

A funding recommendation will be included in the proposed FY 22 budget presented on July 27.

ATTACHMENTS:

- Funding Request Recap Sheet
- Applications

CITY OF BASTROP
COMMUNITY SUPPORT FUNDING REQUESTS FY2020-2021

Organization	FY19-20 Approved Funding	FY20-21 APPROVED FUNDING	FY21-22 REQUESTED FUNDING
Austin Habitat for Humanity, Inc.	\$ 10,000.00	\$ 12,000.00	\$ 15,000.00
Bastrop County Child Welfare Board	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Bastrop County Emergency Food Pantry (incl NIBBLES prog.)	\$ 33,658.00	\$ 33,658.00	\$ 33,685.00
Bastrop County First Responders	\$ 14,787.00	\$ 15,840.50	\$ 17,277.10
Bastrop County Long Term Recovery Team	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Bastrop County Women's Shelter, Inc. - Family Crisis Center	\$ 9,200.00	\$ 10,000.00	\$ 12,000.00
Bastrop Pregnancy Resource Center	\$ 7,500.00	\$ 8,000.00	\$ 19,493.00
Children's Advocacy Center of Bastrop County	\$ 6,400.00	\$ 7,000.00	\$ 14,000.00
Combined Community Action, Inc.	\$ 6,400.00	\$ 7,000.00	\$ 8,000.00
Court Appointed Special Advocate of Bastrop County (CASA)	\$ 6,400.00	\$ 7,000.00	\$ 7,000.00
Feed The Need	\$ 6,500.00	\$ 7,000.00	\$ 34,473.89
In the Streets-Hands Up High Ministry	\$ 6,200.00	\$ -	\$ 15,000.00
Pines and Prairies Land Trust	\$ -	\$ -	\$ 24,153.00
Literacy Volunteers of Bastrop	\$ 10,000.00	\$ -	\$ -
TOTAL	\$ 129,045.00	\$ 119,498.50	\$ 187,928.99



CITY OF BASTROP 2022 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Austin Habitat for Humanity, Inc.			June 21, 2021
Official Name of Organization		Date	
500 West Ben White Boulevard	Austin	TX	78704
Address	City	State	Zip
Kate Reznick	kreznick@ahfh.org		
Contact Person	E-mail		
512-472-8788 x117	512-476-1304		
Phone Number	Fax Number		
74-2373217	73651401		
Federal ID #	State ID #		

\$ 15,000 (3% Home Repair)

Funding Amount Requested (include % of Total Budget)

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amount Requested: \$ 15,000

Amount Funded: \$ 12,000

Provide a brief summary of your organization and the program you are requesting funds for:

Austin Habitat for Humanity helps hardworking lower-income families throughout Central Texas to maintain safe and stable housing. In more than 35 years, we have built and sold 500 affordable homes and provided access to 350 more; we have provided critical repairs and accessibility modifications to more than 365 seniors, people with disabilities and other homeowners in need; and we have empowered 13,000 community members to greater financial capability through our housing counseling program. We are requesting continued support from the City of Bastrop for our Home Repair program, supporting low-income homeowners in Bastrop who cannot afford the critical home repairs and accessibility modifications they need to continue living safely and independently at home. We are grateful for the ongoing support of the City for this work.

Describe the results you have experienced with this program and include statistics:

Since the Home Repair program launched in 2006 as A Brush with Kindness, doing painting and small repairs, we have continued increasing the comprehensiveness of our repairs and expanding regionally, including to Bastrop. In 2020, even despite the ongoing pandemic, we repaired 16 homes impacting 35 people. More than half of our homeowners were seniors, and nearly half of the households contained at least one member with a disability. Results of recent client surveys show that 100% felt safe at home after our repairs; 98% could easily access and move around their homes; 100% took pride in their repaired homes and 100% believed Austin Habitat provided a valuable service. Comments included: "I am delighted with this work!" and "Without this help, we would not be able to stay in our home. Thank you, thank you, thank you!"

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

Funding will be used specifically to repair up to two homes within the City of Bastrop, depending on the severity of the repairs required, assisting low-income households that require critical repairs and/or accessibility modifications but cannot afford to complete these repairs themselves. All funding will support costs directly related to home repairs including payments to contractors and other experienced professionals working on the homes and/or the costs of materials and supplies. All City of Bastrop support will be leveraged with support from other funding sources (such as the Texas State Affordable Housing Corporation, Habitat for Humanity International, Home Depot, the ECG Foundation, the Theodore P. Davis Trust, and others) to ensure that homeowners are able to receive the repairs they need to make their homes safe, stable and accessible.



CITY OF BASTROP
2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

Austin Habitat is requesting a grant of \$15,000 in FY2022, having been awarded \$12,000 in 2021. We believe that the greater amount is justified because homeowners require significant amounts of work on their homes if they are going to continue living safely and accessing the community. Also, construction supplies and materials have greatly increased in cost recently. Finally, all of our other current funding support is limited to other jurisdictions, so we need the full repair amount of \$15,000 to offer the same level of repairs in Bastrop as we do in other areas.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

Austin Habitat is not currently receiving in-kind services from the City of Bastrop. We most recently received in-kind services from the City of Bastrop in June 2015, when the City waived permit fees for new construction of a Habitat home. We would be interested in discussing potential opportunities for in-kind support related to our Home Repair program as appropriate, and have begun attending stakeholder meetings focused on local events and outreach to ensure that we are aware of any opportunities offered by the City to get involved.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

Austin Habitat's Home Repair team keeps detailed records and schedules for each household served, including qualification/eligibility documentation, client agreements, repair records, contractor invoices, and pre/post survey information. All clients are identified on our master tracking record by several indicators including their address and funding source(s) utilized for their reports, so we will have an easily-accessible record of the Bastrop clients and their support. Austin Habitat expects to positively a household with critical needs for significant repairs, for a likely total of 2-5 individuals. In the previous grant year, we assisted a family of two (one a senior) who needed a roof replacement and storm repairs. We were pleased to have completed the roof repair before the storm, and came back and repaired some storm damage as well.

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☒ No ☐

Phyllis Snodgrass
Digitally signed by Phyllis Snodgrass
DN: cn=Phyllis Snodgrass, o=Austin Habitat for
Humanity, ou, email=psnodgrass@ahfh.org, c=US
Date: 2021.06.21 12:03:19 -0500

Authorized Signature for the Applicant

Phyllis Snodgrass

June 15, 2021

Date

Chief Executive Officer

Title

City of Bastrop - Finance Department Use Only

- ☐ Verified current 501(c)3 Status
- ☐ Good standing on contract reporting requirements



CITY OF BASTROP
2022 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

<u>Bastrop County Child Welfare Board</u>			<u>June 15, 2021</u>	
<u>Official Name of Organization</u>		<u>Date</u>		
<u>804 Pecan</u>	<u>Bastrop</u>	<u>TX</u>	<u>78602</u>	
<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	
<u>Randy Fritz</u>	<u>rnfritz@austin.rr.com</u>			
<u>Contact Person</u>	<u>E-mail</u>			
<u>512-636-6145</u>				
<u>Phone Number</u>	<u>Fax Number</u>			
<u>80-0714683</u>				
<u>Federal ID #</u>	<u>State ID #</u>			

\$ 2,000.00 If additional space is needed when filling in the application, please attach a
Funding Amount Requested (include % of Total Budget) separate sheet to the application.

If your organization received funding last year:

Amount Requested: \$ 2,000.00 Amount Funded: \$ 2,000.00

Provide a brief summary of your organization and the program you are requesting funds for:

Bastrop County Child Welfare Board (CWB) is a governmental entity rather than a 501(c)(3). It is authorized by the commissioners court under state law. CWB raises and allocates funds for children who need basic supplies after they are removed from a dangerous home situation and placed with a relative (rather than a foster parent). The state does not provide funds for these kinds of needs for the relatives of children in DFPS care ("kinship care"). This mission does not overlap with CASA support of families in emergency financial situations. Unlike CWB, CASA does not provide funds in connection with startup situations. We also provide gift cards for birthdays and Christmas presents.

Describe the results you have experienced with this program and include statistics:

Despite the pandemic, CWB expenditures have remained steady and reliable: between \$8,000 and \$10,000 annually for foster children in kinship care with start-up needs. CWB plays a critical role in ensuring these children have clothing, bedding, backpacks, and other basic necessities that cannot be retrieved when they are forcibly removed from a dangerous situation. CWB also provides birthday gift cards to children in foster care in Bastrop County (125-150 children) and allocates around \$3,000 for Christmas presents if private donations are sufficient.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

The requested funds will support children in kinship care who are placed within the City of Bastrop as well as those removed from abusive situations in the city (which is the more common situation). In the past, 15-20% of CWB expenditures help children who are removed and/or placed within the City of Bastrop. That percentage has gone up considerably in the current fiscal year. Through the first two quarters, 13 Bastrop children received a total of \$2,090 in assistance--meaning we have already spent more in six months than the city's one-year allotment.



CITY OF BASTROP
2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☐ No ☐

Authorized Signature for the Applicant

Date

Title

City of Bastrop - Finance Department Use Only

- ☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirements



CITY OF BASTROP 2022 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Bastrop County Emergency Food Pantry

May 18, 2021

Official Name of Organization

Date

806 Fayette St.

Bastrop

TX

78602

Address

City

State

Zip

Tresha Silva

director@BastropFoodPantry.org

Contact Person

E-mail

512-303-0033

512-321-4544

Phone Number

Fax Number

74-2485884

Federal ID #

State ID #

\$33,685

If additional space is needed when filling in the application, please attach a separate sheet to the application.

Funding Amount Requested (include % of Total Budget)

If your organization received funding last year:

Amount Requested: \$33,685

Amount Funded: \$33,685

Provide a brief summary of your organization and the program you are requesting funds for:

The Bastrop County Emergency Food Pantry & Support Center (BCEFP) respectfully requests a total of \$33,685 from the City of Bastrop to provide food, basic needs, and emergency assistance to the most impoverished and disadvantaged in our city. Your support will be actively used for programming, direct services, and operational support so we can provide for the disabled, homeless, school aged children, and low-income families who need our assistance the most. Last fiscal year the Pantry provided food to households in need 10,350 times. Through these encounters the Pantry provided 3,311 unduplicated individuals (1,276 households) with 369,831 pounds of food. To combat hunger in the community, the Food Pantry provided clients with more pounds of food than the year before. The pandemic initially increased the demand for emergency food assistance. A peak in request occurred during the first week of April in 2020 when 80% more individuals requested support from the Pantry. Our team continues to work tirelessly to provide healthy foods and resources to our community's most vulnerable. With an estimated 13.2% of our county being food insecure, according to Feeding America, many Americans are one job loss or medical crisis away from food insecurity. Children and seniors may be at higher risk of hunger than others.

Describe the results you have experienced with this program and include statistics:

The Food Pantry proudly serves the residents of the city of Bastrop. Last fiscal year they provided 3,133 individuals (over 10,000 encounters) with 369,831 pounds of food. They provided information and referrals to individuals, delivered food to at-risk and homebound seniors, and provided 168 school aged students with out of school time food (26 more than the previous year). The residents of the city of Bastrop rely on the Food Pantry in their time of crisis. Without the Food Pantry thousands of city residents would go without meals. We also provide city partner agencies with food support. Lastly, we manage the city's utility fund to help city residents that need utility assistance.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

The Food Pantry's Emergency Food Assistance Program (EFAP) provides a nutritious 45-day supply of food based on USDA recommendations to individuals and families experiencing food insecurity. Clients also receive referral information, counseling, system navigation, and financial literacy. The Brown Bag and Open Arms Programs assist low-income seniors and individuals with physical or mental disabilities. Clients enrolled in these programs receive a monthly supplement of a nutritious bag of food, access to healthy whole grain, protein and fresh produce three times a week through our Whole Grains distribution. Normally, the Food Pantry provided transportation to the seniors without access to transportation to the distribution days and senior activity events. Since the pandemic the Food Pantry now delivers the food to the homebound seniors. Low-income seniors (60+) also receive an additional monthly box of food through the federal Department of Agriculture Commodity Supplemental Food Program. The Fresh Food for Families Program (starting back up in July) gives all city of Bastrop residents access to fresh fruits and vegetables once a month. Funding from the city also supports our vital NIBBLES program, which provides 168 low-income students with out of school time meals. Without this program, the children would likely go without food during the weekend.



CITY OF BASTROP
2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

Request is the same amount.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

The City of Bastrop has always been an essential partner to the Bastrop County Emergency Food Pantry's mission. The most recent in-kind support that BCEFP received was in 2020. The City provided the Food Pantry in-kind support by allowing us to host our Empty Bowl Project in the Bastrop Convention Center. We experienced new success with the donation of the beautiful space and look forward to hosting it there again in 2022.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

Over 50% of the Food Pantry's resources benefited the City of Bastrop and its citizens. Each day, children and families throughout our city wonder where their next meal will come from. In the summers, when children can no longer access free lunches at school, the need for healthy foods is exceptional. With limited resources and little hope, families turn to cheap, fast-food options or go without. Many low-income residents in our community live in rural pockets, where access to grocery stores, Austin-based nonprofits, and other support services is incredibly limited. No child in Bastrop should wonder where their next meal will come from, and the Bastrop County Emergency Food Pantry is the largest community food bank exclusively serving Bastrop – ensuring our community's most vulnerable receive the guidance, sustenance, and support they need.

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☐ No ☐

Authorized Signature for the Applicant

Date

Title

City of Bastrop - Finance Department Use Only

- ☐ Verified current 501(c)3 Status
- ☐ Good standing on contract reporting requirements



CITY OF BASTROP
2022 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

<u>Bastrop County First Responders, Inc.</u>		<u>June 28, 2021</u>	
Official Name of Organization		Date	
<u>P.O. Box 888</u>	<u>Bastrop</u>	<u>TX</u>	<u>78602</u>
Address	City	State	Zip
<u>James Green</u>	<u>president@bc-fr.org</u>		
Contact Person	E-mail		
<u>512-387-0911</u>	<u>512-800-7846</u>		
Phone Number	Fax Number		
<u>74-2491063</u>	<u>17424910630</u>		
Federal ID #	State ID #		

\$ 17,277.10 (24.6%)

Funding Amount Requested (include % of Total Budget)

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amount Requested: \$ 15,840.50

Amount Funded: \$ 15,840.50

Provide a brief summary of your organization and the program you are requesting funds for:

The Bastrop County First Responders was formed in 1988 and is a registered First Responder Organization with the Texas Department of State Health Services that provides emergency and non-emergency medical services to the citizens and visitors of the city of Bastrop and Bastrop County. We are requesting funding for the purchase of 5 handheld radios to replace older units that have been in operation for approximately 15 years and have reached their end of life and are no longer supported. These radios are essential for emergency responses.

Describe the results you have experienced with this program and include statistics:

In 2020, our organization had 1,840 responses to emergency incidents with nearly 1,200 personnel hours. Additionally, we participated in the COVID testing site in Mayfest Park. Our public safety medical stand-bys were significantly reduced in 2020, but we recently supported the Summer in the City festival and will provide services at the Patriotic Festival.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

These funds will go to the direct purchase of 5 800Mhz radios that will replace non-functioning older radios that are no longer supported. We are able to take advantage of a trade-in promotion and get a \$400 trade-in for each of the 5 radios saving \$2,000. As previously stated, these radios are essential for emergency response and communications with other agencies.



CITY OF BASTROP
2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

Historically, our purchases are of a capital nature based on a needs assessment. This year's request is a 9% increase over last year, but still 15% less than what we received in 2018.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

In 2017, we were loaned and still utilize 6 portable radios from the City of Bastrop. We are currently discussing the possibility of leasing some space at BFD Station 2 once the paid staff relocates to Station 1.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

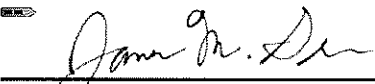
We report the number of emergency calls in the city of Bastrop as well as the number of patients contacted during medical stand-by's at community events. Last year, we responded to 141 calls within the city limits of Bastrop, and an untold number of Bastrop citizens located outside the city limits at the time of their emergency.

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☒

No ☐



Authorized Signature for the Applicant

James M. Green

6/28/21

Date

President

Title

City of Bastrop - Finance Department Use Only

☐ Verified current 501(c)3 Status

☐ Good standing on contract reporting requirements



CITY OF BASTROP
2022 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

<u>Bastrop County Long Term Recovery Team</u>		<u>June 24, 2021</u>	
Official Name of Organization		Date	
<u>P.O. Box 1975</u>	<u>Bastrop</u>	<u>TX</u>	<u>78602</u>
Address		City	State Zip
<u>Sheila Lowe</u>		<u>ed@bcltrt.org</u>	
Contact Person		E-mail	
<u>512-521-3001 ext. 1</u>		<u>ed@bcltrt.org</u>	
Phone Number		Fax Number	
<u>45-4463754</u>		<u>801545916</u>	
Federal ID #		State ID #	

\$ 10,000.00 (6%)

Funding Amount Requested (Include % of Total Budget)

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amount Requested: \$ 10,000.00

Amount Funded: \$ 10,000.00

Provide a brief summary of your organization and the program you are requesting funds for:

Our request is to ensure that Bastrop County Long Term Recovery Team remain operational to immediately and efficiently assist the citizens of Bastrop in the event of future weather events, disasters or public health emergencies. It will also enable BCLTRT to continue to work with neighborhoods year-round to prepare for such incidents and lessen the impact of loss through workshops, safety trainings and disaster simulations.

Describe the results you have experienced with this program and include statistics:

Bastrop County Long Term Recovery Team began our COVID-19 response March 17, 2020. March 1, 2021 BCLTRT also began assisting residents of the City of Bastrop with repairs and utility assistance from the Winter Storm 2021. Between both events and a lingering Hurricane Harvey project we serviced 15 City of Bastrop residents totaling \$10264.80 in financial assistance and repairs. We accepted 75 hotline calls for COVID-19 testing and mandates.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

The funds received from the City of Bastrop will be used for overhead that includes salaries, office rental space and telecommunications. It will also allow for materials and supplies used for neighborhood meetings/events regarding disaster preparedness.



CITY OF BASTROP
2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

N/A

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

This year is the 10 Year Anniversary of the Bastrop County Complex Fires. BCLTRT is leading the commemoration of the day. We are hosting an event on September 4th at the Bastrop Convention Center. We would request that our rental of the facility be given in-kind if possible, to allow our financial resources to focus on the affected families and individuals participating in the event. BCLTRT would add the City of Bastrop as the major sponsor of the event if this request is granted.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

We track participation in our programs by case management and call logs. We keep all the files of our past and current clients to complete reporting request, assist clients with questions regarding their projects and future funding request. The files are divided by disaster/incident and demographically in our database.

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☒

No ☐

Sheila Lowe Digitally signed by Sheila Lowe
Date: 2021.06.28 13:57:04 -05'00'

Authorized Signature for the Applicant

Sheila Lowe

06/25/2021

Date

Executive Director

Title

City of Bastrop - Finance Department Use Only

- ☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirements



CITY OF BASTROP
2022 COMMUNITY SUPPORT FUNDING APPLICATION

RECEIVED JUN 18 2021
T. Chavez

ORGANIZATION INFORMATION

Bastrop Pregnancy Resource Center

June 2, 2021

Official Name of Organization

Date

PO Box 2192

Bastrop

TX

78602

Address

City

State

Zip

Catrina White-Higgins

catina@bastropprc.org

Contact Person

E-mail

512-409-3400

N/A

Phone Number

Fax Number

27-0665145

3-20402-1222-0

Federal ID #

State ID #

\$19,493 (15.2 of total budget)

If additional space is needed when filling in the application, please attach a separate sheet to the application.

Funding Amount Requested (Include % of Total Budget)

If your organization received funding last year:

Amount Requested: \$17,540

Amount Funded: \$8,000

Provide a brief summary of your organization and the program you are requesting funds for:

BPRC continues to educate individuals and families experiencing unplanned pregnancy and other unexpected life changes and challenges. All services are free of charge. We are requesting funds to continue to expand our services and educational programs to the community. We also continue to provide pregnancy testing and options geared towards choosing life and parenting. Our continued goal is to teach families to provide loving, nurturing, caring homes so that their children are led properly in a stable environment. BPRC's educational programs include prenatal, parenting, breastfeeding, childbirth, life skills and many other topics that people are faced with on a daily basis. We continue to educate about abstinence and the risk of sex and sexually transmitted diseases or illnesses. We want our community to continue to become healthy, independent and knowledgeable. We can achieve all of our goals by continuing to offer spiritual coaching, baby items such as, diapers, formula, cribs, clothing, car seats, playpens, etc...and the emotional support that can bridge gaps and promote strong family dynamics.

Describe the results you have experienced with this program and include statistics:

Although teen pregnancy has declined in numbers, it is still prevalent in our community and surrounding areas. We see our younger clients are excited and attentive to the classes we offer. Their enthusiasm shows in the follow up appointments while going over what they've learned from previous classes. They want more knowledge and even offer input on classes they would like to become available to them. Their confidence is clear and they feel a sense of accomplishment as they are provided the tools they need to be successful parents. During COVID's peak, we saw a huge increase of needs, and provided over 2500 plus diapers to clients and non clients. We rallied together with the rest of the community and began to meet emergent needs. We gave out formula, clothing and provided referrals that could help with payment of rent and utilities as the pandemic took its toll on many. Clients' children come in with their parents and learn important components that make healthy families even stronger during such a trying time. We saw children smiling and getting excited as they would get a newer car seat or booster seat. It really personifies the need for our services in the community.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

The funds requested will be used in a continuing effort to expand our services, resources and programs. It will aide in curriculum enhancements that move in accordance with the changing trajectory of technology. The funds will assist with much needed capital expenses and also towards the building of our staff through training and development, so that we can continue to effectively service the community. Many families in Bastrop are in need of basic materials for their babies and toddlers. Many are lacking safe car seats, or have no car seat. We would like to use some of the funds to expand on how many we give out in the Bastrop community.



CITY OF BASTROP
2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

Please see our attached proposed budget of funding for the 2022 fiscal year. We are increasing our programs to meet the need of clients as we exit the pandemic that has taken a toll mentally, emotionally and financially on our community. We would like more funding to purchase more items. We will continue to take some used items, however, since the pandemic, we see the importance of new items in regards to slowing and/or eliminating of the spread of COVID 19.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

N/A

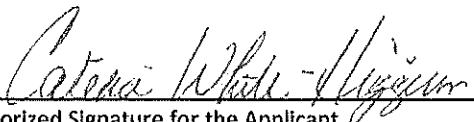
Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

We currently have our clients fill out a survey to give our organization feedback on how we served them. We also keep track of our clients, client visits, boutique visits, items given and services offered in a database tracking system called eKyros. eKyros was specifically created for Pregnancy Centers across the nation.

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☒ No ☐


Authorized Signature for the Applicant

Catina White-Higgins

06/18/2021

Date

Director of Development

Title

City of Bastrop - Finance Department Use Only

- ☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirements



CITY OF BASTROP
2022 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Court Appointed Special Advocates (CASA) of Bastrop County Inc			June 23, 2021	
Official Name of Organization			Date	
507 Water Street (physical) P.O. Box 623 (mailing)		Bastrop	Texas	78602
Address		City	State	Zip
Kristi Glasper		executivedirector@casabastrop.com		
Contact Person		E-mail		
512-303-2272		512-303-9637		
Phone Number		Fax Number		
74-2522961				
Federal ID #		State ID #		

\$7,000
Funding Amount Requested (include % of Total Budget) If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amount Requested: \$6,400

Amount Funded: \$7,000

Provide a brief summary of your organization and the program you are requesting funds for:

When a family is in crisis and becomes involved in the child welfare system, a Court Appointed Special Advocate (CASA) volunteer may be appointed by a judge to advocate for the child. CASA provides advocacy for children who experience child abuse and neglect in Bastrop, Fayette and Lee Counties. Once a child/children are removed from their homes, CPS seeks to find placement with other qualified family members, if not the child/children are placed in a licensed foster care home. Many times, family or foster care homes are not located in the same community where the children were removed. Regardless of where the children are placed in the state of Texas or outside of the state, our organization is dedicated to serving 100% of the children who are removed by CPS from the counties we serve. Recruiting community volunteers to advocate for the abused and neglected children from their communities is the fundamental foundation of CASA. Volunteers participate in a 30 hour training, educating them on the "CASA Way" for advocacy. Upon completion of the New CASA Volunteer training, the volunteers are sworn in by the local judge as CASA Advocates. (see attached)

Describe the results you have experienced with this program and include statistics:

Our organization serves 100% of children in the Temporary Managing Conservatorship (TMC) of the Department of Family and Protective Services (DFPS). These are children who have experienced child abuse and neglect and have been removed from their parents or guardian. Attached is a chart showing the number of children served by our organization over a five year period. The chart indicates the breakout of children served in the communities of Bastrop County and the other counties served by the organization. Currently our organization has served a total of 302 children this fiscal year, with 196 from Bastrop County, 70 specifically from the City of Bastrop. Our organization currently has a total of 54 active volunteers, 23 of which are from Bastrop. However at the time of this grant being written, there is still approximately two months left in our fiscal year and we will continue to have more children removed because they have experienced child abuse and neglect. In July, we will also start another New Volunteer Training and the community members who participate in this class will be sworn in prior to the end of the fiscal year. (Please see attached chart)

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

To ensure the CASA Advocates and Staff are adequately trained to effectively advocate for children, funding plays a critical role. CASA is seeking funding to support a percentage of the following:

- Recruiting, Training, and Retention of CASA Advocates: New CASA Volunteer Training supplies and materials; Professional Development opportunities for volunteers and retention activities for volunteer)
- CASA Operations: This includes utilities, phone, cellphone, and Internet.
- Child Assistance: Assistance to support the children who reside in family/fictive kin placements. For example: food, gas to support assistance to therapy or doctors' appointments; registration for extracurricular activities: clothes/shoes.

(see attached continuation)



CITY OF BASTROP
2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

We are requesting the same amount of money again this year

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

Over the past year, there has been limited opportunities available due to the pandemic. However through the quarterly non-profit organizations meetings that are facilitated through the city, it has allowed for us to stay engaged with the other non-profits work to ensure that we are not duplicating services and are providing more collaboration. CASA participated in the Summer in the City event which allowed for outreach and recruitment of volunteers.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

Tracking will take place in our OPTIMA data base system:

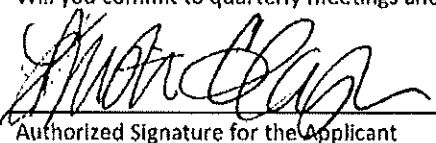
- Monthly tracking of the number of children entering the system
- Monthly tracking of the number of children exiting the system and the outcome of the exit (reunification, adoption, aging out, etc)
- Monthly tracking of the number of new volunteers to program and those who exit the program
- Number of volunteers assigned to cases
- Number of Professional Development Opportunities; number of volunteers attending
- Quarterly tracking on the number of community awareness events.

Since the beginning of this fiscal year (September 1, 2020) 70 children who have experienced child abuse and neglect from Bastrop were served: 23 CASA Advocates from City of Bastrop serving children who have experienced child abuse and neglect. There is an untracked number of citizens in Bastrop that are effected by the work of our CASA Staff and Volunteers. To name a few, school teachers, placements for children, parents of the children, virtually anyone who comes in contact with the children we serve benefit from CASA.

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☒ No ☐


Authorized Signature for the Applicant

Kristi Glasper

June 25, 2021

Date

Executive Director

Title

City of Bastrop - Finance Department Use Only

- ☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirements



CITY OF BASTROP
2022 COMMUNITY SUPPORT FUNDING APPLICATION
ORGANIZATION INFORMATION

Official Name of Organization	Date
-------------------------------	------

Address	City	State	Zip
---------	------	-------	-----

Contact Person	E-mail
----------------	--------

Phone Number	Fax Number
--------------	------------

Federal ID #	State ID #
--------------	------------

\$ _____

Funding Amount Requested (include % of Total Budget) **If additional space is needed when filling in the application, please attach a separate sheet to the application.**

If your organization received funding last year:

Amount Requested: \$ _____	Amount Funded: \$ _____
----------------------------	-------------------------

Provide a brief summary of your organization and the program you are requesting funds for:

Describe the results you have experienced with this program and include statistics:

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:



CITY OF BASTROP
2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☐ No ☐

Meagan Webb

Authorized Signature for the Applicant

Date

Title

City of Bastrop - Finance Department Use Only

- ☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirements

The Children's Advocacy Center, serving Bastrop, Lee and Fayette Counties exists to provide a coordinated, multi-disciplinary approach to the problem of child abuse in our community. We aspire to reduce trauma, seek justice, and foster healing and empowerment to child victims of abuse and their non-offending families and caregivers.

Working closely with private and community partners, the CAC ensures coordinated services and prompt, sensitive and effective responses which put the needs of child victims of abuse first. Our work extends to educating our communities in recognizing, reporting and the prevention of child abuse, supporting successful prosecution of those who perpetrate crimes against children and providing young victims and their non-offending family members the sustained specialized therapeutic support they need to heal.

The Children's Advocacy Center is nationally accredited and one of more than 70 CAC's across Texas, and is a registered nonprofit charitable organization funded by grants and donations. The majority of our funding comes from federal, state, and local governments with the remainder from local fundraising activities, foundation and corporate grants, and the generosity of individual donors. We have been a part of the community since 1992, and our services are bilingual and free of charge.

As our community grows, the needs of the Children's Advocacy Center are changing rapidly. We have recently moved into a larger facility, doubling our space, and enabling the Center to broadly increase the number of services offered to the children we serve. We've expanded our forensic interviewing capabilities, with two interview and observation suites, grown our onsite medical examination program, with a staffed Sexual Assault Nurse Examiner (SANE) on a weekly basis, created a family advocacy pantry with food, clothing and household essentials for our families, and launched our on-site therapeutic wing, offering trauma-focused and play therapy, right here in the City of Bastrop.

We humbly request an increase in our Community Funding this year. We have the space and resources available now to provide critical services to our growing community but require the manpower to staff it. We currently have 70+ child victims of abuse and trauma awaiting therapeutic care and would like reduce wait times to get these kids on the road to healing. The financial fallout of the Covid-19 crisis has resulted in a drop in funding to the CAC, at a time when our community is growing faster than ever, and the needed for services at its most critical. The Children's Advocacy Center has remained open and operation through the duration of the crisis, and fully expect to continue seeing an increase in the children and families in need of our services.

The Children's Advocacy Center partnered with Bastrop PD and provided the following services to residents of the City of Bastrop in 2020:

56 Forensic Interviews to Child Victims of Abuse and Trauma

8 Sexual Assault Nurse Examinations

437 Individual Child Therapy Sessions

183 Individual Family Therapy Sessions

Plus Family Advocacy Services for all parties, and community outreach and education within the City of Bastrop.

An increase in community funding from the City of Bastrop would greatly improve the Center's ability to expand fully into our new space, and increase not only the size of our caseload, but the quality, depth and frequency of our services.

We sincerely appreciate your consideration, and can provide additional details, reporting and statistics to supplement our request.

Warm regards,

Meagan Webb

Executive Director

Children's Advocacy Center, Serving Bastrop, Lee and Fayette Counties

The Children's Advocacy Center
Serving Bastrop, Lee and Fayette Counties
1002 Chestnut Street
Bastrop, Texas 78602
Phone: (512) 321-6161
Fax: (512) 321-6164



Every Child. Every Service. Every Effort.

www.ChildrensAdvocacyCenter.org
info@CACBastrop.org



CITY OF BASTROP
2022 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Combined Community Action, Inc./Meals on Wheels Rural Capital Area

June 17, 2021

Official Name of Organization

Date

165 W. Austin St.

Giddings

TX

78942

Address

City

State

Zip

Kelly Franke

kjfranke@ccaction.com

Contact Person

E-mail

979/540-2999

979/542-9565

Phone Number

Fax Number

74-1548511

N/A

Federal ID #

State ID #

\$8,000.00

Funding Amount Requested (Include % of Total Budget)

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amount Requested: \$8,000.00

Amount Funded: \$7,000.00

Provide a brief summary of your organization and the program you are requesting funds for:

Combined Community Action (CCA) is a private, non-profit agency chartered in 1966. Programs administered by CCA include: Meals on Wheels Rural Capital Area (MOWRCA), Utility Assistance, Tenant Based Rental Assistance, Weatherization, Case Management, Rental and Emergency Assistance. CCA is requesting \$8,000 in support for the Meals on Wheels Program. MOWRCA provides hot noon meals, 5 days a week to the senior population in Bastrop. Our congregate site is located at the Settlement Apts. Due to COVID 19 all senior centers remained closed but will reopen on August 30, 2021. In the past 16 months, MOWRCA has provided frozen and shelf stable meals to all participants (congregant and home delivered). Meals on Wheels is a volunteer driven program, our caring volunteers deliver meals to our participants and check on each clients well-being. Any physical or mental change in a client is reported back to the local site manager.

Describe the results you have experienced with this program and include statistics:

MOWRCA has provided over 14,000 meals in Bastrop to over 80 clients in 2020. This program allows older adults the ability to remain at home and independent by providing nutritious meals 5 days a week. During COVID we provided 5-7 frozen meals once a week and every other week the older adults received a supplemental box of 5 shelf stable meals. The meals provide 1/3 of the daily dietary requirements for seniors. Research shows that the home delivered meals program significantly improves diet quality, increase nutrient intake, reduces food insecurity and improves quality of life.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

Funds received from the City of Bastrop will be used to purchase meals for the older adults we serve. With the increase in participation due to COVID 19, these funds are even more important to continue to serve all the new participants. We currently have no waiting list and we serve any older adult that request meals. The services we provide benefits the citizens of Bastrop by allowing them to remain at home and independent and avoiding nursing home assistance.



CITY OF BASTROP
2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

MOWRCA is requesting the same amount of funding as in previous years.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

Prior to COVID 19, CCA staff utilized city offices to meet with clients for other programs within the agency. CCA would like to use that space again to meet with clients on an as needed basis. We would also like to work with the senior citizens center in Bastrop at their location on Linden St. as a future site to package and deliver meals.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

MOWRCA has a client tracking software that tracks the number of participants and meals served. The local site manager completes the daily nutrition reports, those reports are sent in weekly to the central office in Giddings. The daily nutrition reports are then input in the client tracking software to generate monthly reports by site, city and county. CCA reports monthly to the Capital Area Planning Council-Area Agency on Aging. CAPCOG/AAA monitors CCA annually for compliance, we have had no findings, corrective actions or concerns in the last 6 years.

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☒

No ☐


Authorized Signature for the Applicant

Kelly Franke

6/17/2021

Date

Executive Director

Title

City of Bastrop - Finance Department Use Only

☐ Verified current 501(c)3 Status

☐ Good standing on contract reporting requirements



CITY OF BASTROP 2022 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

Bastrop County Women's Shelter, dba Family Crisis Center		June 15, 2021	
Official Name of Organization		Date	
P.O. Box 736	Bastrop	TX	78602
Address	City	State	Zip
Sherry Murphy	sherrym@familycrisiscenter.us		
Contact Person	E-mail		
512-321-7760	512-321-7771		
Phone Number	Fax Number		
74-2304542	17423045420		
Federal ID #	State ID #		

\$ 12,000 (0.5%) If additional space is needed when filling in the application, please attach a separate sheet to the application.

Funding Amount Requested (include % of Total Budget)

If your organization received funding last year:

Amount Requested: \$ 10,000

Amount Funded: \$ 10,000

Provide a brief summary of your organization and the program you are requesting funds for:

The Family Crisis Center requests \$12,000 in funding from the City of Bastrop to support services for survivors of domestic and sexual violence in Bastrop, TX. Programs and services provided by the Family Crisis Center include: community violence prevention programs for youth and adults; crisis intervention and advocacy; safety planning; emergency shelter; counseling; transitional housing; hospital and court accompaniment; assistance filing assault charges, seeking protective orders, and applying for Crime Victims' Compensation; and mandated violence intervention programs including a state-accredited Batterer's Intervention Program (BIPP) and the Protective Parenting program. The Center provides a continuum of care through its core victim service programs, which are aimed at creating sustainable change in the lives of individuals impacted by domestic violence and sexual assault.

Describe the results you have experienced with this program and include statistics:

In fiscal year 2020, the Family Crisis Center provided the following services to City of Bastrop residents: 205 individuals received crisis intervention services; 1,753 nights of emergency shelter were provided for 18 adults and 26 children; transitional housing was provided for 7 adults and 16 children; 18 adults were provided with violence intervention and prevention services through the Adult Intervention Violence Program (AVIP); 7 adults were provided with parenting education through the Protective Parenting Program; 54 anti-violence & anti-victimization presentations were made to 508 elementary and 191 middle and high school students, and 143 community members. The agency also coordinates and secures funding for the local Sexual Assault Nurse Examiners (SANE) Program, a collaborative initiative with Children's Advocacy Center that provides forensic medical examinations for victims of sexual assault. The agency collaborates with other social service agencies and organizations, representatives of local government, the criminal justice system, and community groups and participates in several community initiatives aimed at increasing victim safety and maintaining offender accountability.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

By providing comprehensive victim services, the Family Crisis Center works to provide victims of domestic and sexual violence a safe refuge, support and information in times of crisis, and access to community resources that will aid in their recovery and help them reach self-sufficiency. Crisis intervention services focus on victim safety and providing survivors with support, information and options. Counseling services address the dynamics of intimate partner violence and tools and activities that help survivors identify what is important to them. Emergency shelter services are a vital resource for individuals and families fleeing their homes due to domestic or sexual violence. Transitional housing provides families with the time and support necessary to begin rebuilding their lives free from violence. In addition to victim services programs, the agency is actively engaged in community initiatives that focus on enhancing the work of local service systems in place to respond to victims of domestic and sexual violence.



CITY OF BASTROP 2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

Funds will support access to core victim services for City of Bastrop residents including crisis intervention services, 24/7 crisis hotline, and on-call advocacy and accompaniment; emergency shelter; transitional housing; and counseling for survivors of domestic and sexual violence. These forms of violence can have an impact on every aspect of a survivor's life and health, including the cognitive, emotional, physiological, psychological, and environmental. Beyond the immediate physical and emotional trauma resulting from an incident of abuse, survivors often report prolonged physical and social isolation, economic abuse, and verbal and emotional abuse perpetrated by their offenders over the course of the relationship. Without comprehensive services to address the variety of needs represented and the barriers created by abuse, victims often face the choice between staying in violent situations or homelessness.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

The City of Bastrop provided the agency with use of the Convention Center for a community luncheon in 2019 and 2018 and waived fees for the agency relating to various projects including construction of the agency's community thrift store in 2005, construction of the transitional housing apartment complex in 1999, and construction of the agency's direct service/administrative office in 1996.

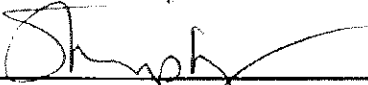
Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

The Family Crisis Center's staff will track and record services provided to residents of the City of Bastrop through client files, service logs, group sign-in sheets, and other supporting documentation of project activities. Client data is recorded in client files and service data is recorded on service logs, which are submitted daily to the Database Specialist for entry into the agency's client database. Data entry is evaluated on a monthly basis in order to verify accuracy and address any discrepancies. Client and service data is maintained in the Center's client database. Client data includes demographic information such as address, city of residence, county of residence, and postal code for statistical and reporting purposes.

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☒ No ☐


Authorized Signature for the Applicant

Sherry Murphy

6/15/2021

Date

Executive Director

Title

City of Bastrop - Finance Department Use Only

- ☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirements



CITY OF BASTROP
2022 COMMUNITY SUPPORT FUNDING APPLICATION
ORGANIZATION INFORMATION

Feed the Need Missions

June 22, 2021

Official Name of Organization

Date

PO Box 1542

Bastrop

TX

70602

Address

City

State

Zip

Christino Farquhar

christino.farquhar@feedthenood.org

Contact Person

E-mail

880-511-7173

Phone Number

Fax Number

27-3410031

8013134800

Federal ID #

State ID #

34,473.89 59.4275%

Funding Amount Requested (Include % of Total Budget)

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amount Requested: \$ 8,000

Amount Funded: \$ 7,000

Provide a brief summary of your organization and the program you are requesting funds for:

See Exhibit A

Describe the results you have experienced with this program and include statistics:

Consistently meeting every week, by providing a hot meal, has made a great impact in the community. Over the last 12 months, we provided 436 meals per week at the two City of Bastrop locations, this helps to fill a physical need, but it also fosters community to help meet the social, emotional and spiritual support to the community. This comes from volunteers who provided 4,593 volunteer hours over the past 12 months.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

The City of Bastrop funds will be used provide food, supplies and equipment for the two sites in the City of Bastrop. This program benefits the community by providing a hot meal to anyone in need, consistently every week, to help with social, spiritual, emotional, and physical needs.



CITY OF BASTROP
2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

See Exhibit B

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

Feed the Need Missions has not received any in-kind services from the City of Bastrop.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

Feed the Need Missions Site Coordinators track the number of meals served every week. In the last 12 months we have served the following:

Bastrop South Site (Primera Baptist Church): 11,908 meals
Bastrop North Site (603 Linden St.): 10,746 meals
Total for two sites: 22,654 meals

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☒

No ☐

Authorized Signature for the Applicant

Jason Bray

Date

Development Officer

Title

City of Bastrop - Finance Department Use Only

☐ Verified current 501(c)3 Status

☐ Good standing on contract reporting requirements

Exhibit "A"

Provide a brief summary of your organization and the program you are requesting funds for:

Feed the Need Missions was established as a 501(c)3 in 2010. We created a weekly cookout where we could meet physical needs by providing a meal while also addressing a spiritual need by sharing the gospel. In September 2011, we jumped into action our home town (Bastrop, TX) and served over 18,000 meals in the first two weeks following the massive wildfire which forced thousands to evacuate their homes. This led to Feed the Need Missions selecting its first President, Jonah Beyer. From 2012-2016, we continued to learn as we grew and responded to more disasters. We began to add weekly sites where we could reach more people with the love and message of Jesus. Throughout that time, we responded to 10 disasters by sending teams of staff and volunteers to provide hot meals, prayer, and a listening ear. By 2017, we had 6 weekly sites established and we have been able to utilize our teams to respond to over seventeen disasters providing more than 140,000 meals to affected areas. We began to develop another weekly site north of Fort Worth and realized the need for consistent training and equipping for leaders and volunteers. As a result, we designed four layers of training for our volunteers. Then, in 2018, we implemented a multi-step training program to equip our leaders and volunteers. This consistent training has resulted in new sites becoming established in a more streamlined fashion and has allowed all involved to easily grasp on to our mission and operating standards. Establishing this foundation has set us up for growth and success as we aim to reach communities and meet both physical needs and spiritual needs.

We provide a hot meal, to anyone in need, every week in seven communities throughout Texas-two locations are in the City of Bastrop and two locations in Bastrop County. This weekly gathering not only provides a physical need it also helps meet social, spiritual, and emotional needs of those who are in need, often overlooked, and/or at a socio-economic disadvantage.

Consistently meeting and serving these communities is improving the quality of life for all involved. This program allows others to participate in addressing the community problems. It also provides opportunity for Feed the Need Missions leadership to train and equip individuals to help meet the need of the impoverished through volunteers from the community, local churches, non-profits, and business owners.

Feed the Need Missions is requesting \$34,473.89 for the Bastrop North and Bastrop South sites. These funds will help continue reaching the community and the City of Bastrop citizens physical need for food. For many of these families this is the only hot meal they get all week, not to mention the only time they are able to eat meat because of its higher price range compared to other types of food.

EXHIBIT B
Feed the Need Missions
Proposed Budget FY2021 (10/01/2021-9/30/2022)

Feed the Need Missions is requesting a larger amount of funding this year to release corporate funds to expand into new communities.

	2021-2022 Budget	Other Sources of Funding (donors, gala, etc.)	2021-2021 Ask
Equipment & Maintenance	\$ 5,520.00		
Food & Supplies	\$ 18,650.00		
Insurance	\$ 1,920.00		
Site Development & Support	\$ 15,600.00		
Volunteer Equipping	\$ 6,720.00		
Fundraising & Administrative	\$ 9,600.00		
Total Cost	\$ 58,010.00	\$ 23,536.11	\$ 34,473.89



CITY OF BASTROP
2022 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

In The Streets Hands Up High Ministry		June 25, 2021	
Official Name of Organization		Date	
607B Linden St	Bastrop	TX	78602
Address	City	State	Zip
Roland Nava	Itshuh@outlook.com		
Contact Person	E-mail		
512-317-7503			
Phone Number	Fax Number		
27-2515162			
Federal ID #	State ID #		

\$ 15,000.00

Funding Amount Requested (include % of Total Budget)

If additional space is needed when filling in the application, please attach a separate sheet to the application.

If your organization received funding last year:

Amount Requested: \$ n/a

Amount Funded: \$ n/a

Provide a brief summary of your organization and the program you are requesting funds for:

ITSHUH Ministry's Open Door Soup Kitchen provides meals twice a day, Mon-Fri, and distribute bagged lunches on Thu & Fri at two different locations. We provide temporary cabin type shelters, for families w/school aged children, who have been displaced from their homes or who are homeless. There are also efficiency shelters for veterans who are disabled veterans who are homeless also or have been displaced. In addition, during seasons of inclement weather, we open up as an emergency disaster center for people who have no shelter and those who do not have sufficient heating or cooling appliances. Lastly, people who need to shower are allowed to do so before 8am or after 2pm.

Describe the results you have experienced with this program and include statistics:

At the start of, during, and throughout the Covid 19 pandemic we continued to serve meals drive thru style while following CDC PPE procedures. We also set up several remote locations, throughout the city and county, serving bagged lunches drive thru style as well. An average of 3500 meals were distributed monthly from April - August '20. During the infamous Texas Freeze in February of '21 our facility was utilized as an emergency haven to assist citizens who were without power and/or water, a total of 26 people were assisted.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

These funds will go towards purchase of necessary food items for the meals provided daily and bagged lunches and paper goods to serve the foods on/in. It will assist with the utility bill that the main bldg and shelters utilize monthly. Also for purchasing any equipment or additional foods or supplies during the emergency shelter operations.



CITY OF BASTROP
2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

We are requesting a larger amount than from previous years as food and supply costs have inflated. And for the utility bill.

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

We have previously received the City of Bastrop Grant beginning in 2016 - 2019.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

First we use sign in sheets to record citizens served for breakfast and lunch and of the two days bagged lunches are served in the city. Also whenever we distribute boxes of pantry food, we use a sign in method. Thereafter, we add up each day and enter into a spreadsheet which will add up weekly, monthly, quarterly and annually the count of meals served and individuals assisted.

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☒

No ☐

Authorized Signature for the Applicant

Roland Nava

06/25/2021

Date

Founder/Owner

Title

City of Bastrop - Finance Department Use Only

- ☐ Verified current 501(c)3 Status
☐ Good standing on contract reporting requirements



CITY OF BASTROP
2022 COMMUNITY SUPPORT FUNDING APPLICATION

ORGANIZATION INFORMATION

<u>Pines and Prairies Land Trust</u>		<u>June 24, 2021</u>	
Official Name of Organization		Date	
<u>P.O. Box 737 (Mailing) 1018 Main St. Ste B (physical)</u>	<u>Bastrop</u>	<u>TX</u>	<u>78602</u>
Address	City	State	Zip
<u>Courtney Young</u>	<u>courtney@pplt.org</u>		
Contact Person	E-mail		
<u>(512) 663-3893</u>	<u>N/A</u>		
Phone Number	Fax Number		
<u>74-2989863</u>	<u>161413101</u>		
Federal ID #	State ID #		

\$ 24,153 (90% of prgm budget)

If additional space is needed when filling in the application, please attach a separate sheet to the application.

Funding Amount Requested (include % of Total Budget)

If your organization received funding last year:

Amount Requested: \$ _____

Amount Funded: \$ _____

Provide a brief summary of your organization and the program you are requesting funds for:

See attached sheet.

Describe the results you have experienced with this program and include statistics:

See attached sheet.

Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

See attached sheet.



CITY OF BASTROP
2021 COMMUNITY SUPPORT FUNDING APPLICATION

If requesting a larger funding amount than last year, what specifically will you spend the increase on:

N/A

Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

See attached sheet.

Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

See attached sheet.

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 to the program guidelines. I agree that if funds are not expended accordingly, said funds will be returned to the City of Bastrop within ten (10) days from the date the City of Bastrop demands such.

Will you commit to quarterly meetings and leveraging with other non-profit organizations?

Yes ☒

No ☐

Courtney Young Digitally signed by Courtney Young
Date: 2021.06.25 13:28:29 -06'00'

Authorized Signature for the Applicant

Courtney Young

June 24th, 2021

Date

Outreach Manager

Title

City of Bastrop - Finance Department Use Only

☐ Verified current 501(c)3 Status

☐ Good standing on contract reporting requirements

CITY OF BASTROP COMMUNITY SUPPORT FUNDING APPLICATION

Pines and Prairies Land Trust

Additional Questions:

1. Provide a brief summary of your organization and the program you are requesting funds for:

About Pines and Prairies Land Trust:

Pines and Prairies Land Trust (PPLT) was incorporated as a 501(c)(3) non-profit in 2001. The founding members created the land trust as a means to protect land in their communities. In 2004 PPLT was gifted the land that is now the Colorado River Refuge (CRR) and spent the next ten years clearing dump sites, rehabilitating a gravel pit mine and building miles of trails for the community.

PPLT has conserved 1,530 acres of land over seven conservation easements in Central Texas. These easements protect important landscapes, riparian corridors, never plowed Blackland prairies, and working agricultural lands.

Pines and Prairies Land Trust acquired two more properties between 2004 and 2008 and transformed them into nature preserves. Yegua Knobbs Preserve showcases many unique features including a spring fed bog, unique geology, rare plants, endangered species habitat and significant cultural resources. Billig Ranch is a former cattle ranch, an example of native prairie restoration and endangered species habitat. In total, PPLT owns and manages 1,044 acres of land for wildlife habitat and public education in Bastrop County.

In addition to land conservation, Pines and Prairies Land Trust also provides community education and engagement programs at all our preserves. Yegua Knobbs Preserve and Billig Ranch are open to the public every other month for Open Preserve Days and Donor Days. The Colorado River Refuge is open to the public daily. At each of the preserves we offer educational programs such as birding hikes and naturalist led tours.

About the Colorado River Refuge:

Most of PPLT's community programs occur at the Colorado River Refuge which is open to the public for free daily! The CRR is 65- acres of riparian forest and upland woodland within Tahitian Village. Its location along the river makes it an important feature in flood mitigation. The preserve has over three miles of hiking trails with a handicapped accessible paved trail leading to a picnic area which allows people of all physical abilities to access the wonders of the CRR.

One of PPLT's most beloved programs is our nature education program for kids. We offer free nature classes for children in the spring and fall. Bastrop children learn different Texas ecology topics in an outdoor classroom, explore the refuge, and engage in a creative activity.

PPLT is incredibly proud of the volunteers that give their time and energy to the Colorado River Refuge. Because it is a City asset many visitors of the refuge soon become volunteers who help trim the trails and pick up trash. Around 30 community members are regular volunteers at the CRR.

Another program we were excited to launch but was postponed due to covid was free birding hikes at the refuge to celebrate Bastrop's new Bird City designation. We plan to revive this program in 2022. The CRR has a 4.6-star average on google maps from 81 visitors indicating it is well appreciated by neighbors and visitors.

2. Describe the results you have experienced with this program and include statistics:

It is not possible to precisely track the number of visitors to the Colorado River Refuge because there are no attendees or gates to admit visitors. We estimate approximately 1,000 people visit the refuge monthly for hiking, fishing, picnicking and bike riding. Since the start of covid we have estimated a 300% increase in visitation based on the accumulation of trash in the trash receptacle and the rate at which it needs to be emptied. Because we do not charge admission to the refuge there is no source of income for these increased maintenance needs. We are seeking funding to support the ongoing maintenance and management of this nature preserve which has become much more heavily trafficked in the last year.

Pines and Prairies has around 30 regular volunteers which attend 1st Saturday Service Days and many more people will volunteer for special projects. The nature classes are always filled to capacity at 35 students, and with six 3-hour classes a year that equals 630 hours of student learning outdoors!

3. Specify how the funds will be used for the program and how the program services benefit City of Bastrop Citizens:

Because the Colorado River Refuge is free there is no regular income for management and upkeep. Pines and Prairies Land Trust is requesting \$24,153 from the City of Bastrop to maintain and improve this asset for the entire community.

The funds will be used for:

- I. Staff time to manage the preserve. This includes assessing needs at the refuge, planning and executing improvements and running the CRR programs including the volunteer program and nature education program. In the City of Bastrop's Parks and Open Space Master Plan, page 7-3, you can read that the public respondents had a strong desire for "C) Investing in the Colorado River Refuge". It is clear that the citizens of Bastrop would support city funds applied to improvements at the Colorado River Refuge.
- II. Ongoing maintenance costs like removing graffiti, repairing trails, placing signs, repairing bridges and regular trash service. We also need to purchase

trail boundary signs and the associated posts for installation. These costs have increased with the growth of the City of Bastrop.

- III. Larger maintenance projects. The diversion dam which diverts water into a lowland area of the preserve to prevent flooding needs to be cleared. Clearing will ensure it can continue to divert flood waters as it was intended. The repaving of the Two-Bridges parking lot is also a pressing safety and maintenance issue. This repaving will allow cars to safely enter the parking lot and people to walk comfortably across its surface. We are working with a design firm to develop a plan for this parking lot and median- the final cost of construction is not known but it will surely be over \$12,000. In the above mentioned master plan on page 7-3 you can read that 46% of respondents indicated that they would prefer existing parks be enhanced rather than new parks be acquired.

The details of these expenses and exact breakdowns can be seen in the attached budget.

The benefits to the City of Bastrop Citizens are many. They include:

- I. The Citizens of Bastrop have a clean, safe and peaceful nature preserve to visit for FREE as they need. They are able to hike, bike, picnic, access the river and fish.
- II. This is the only free un-manicured nature preserve in the Bastrop area. There are many wonderful manicured parks but this refuge provides the benefits of wilderness without having to leave the area. Many studies are released solidifying the understanding that nature is not only a pleasntry but a necessity for physical, mental and emotional health. The Colorado River Refuge offers a close and free option for people to immerse themselves in a wild nature environment for rejuvenation and recreation.
- III. PPLT's many community programs are available to all citizens of Bastrop! They are welcome to attend our free nature classes, hikes or volunteer work days. When neighbors attend these events they learn new skills, spend time outside and build community. These are a tremendous benefit to the citizens or Bastrop and we need funding to keep running these programs!

4. Identify any in-kind services you need, currently receive, or have received in the past from the City of Bastrop:

Some of the repairs at the Colorado River Refuge could be completed by the City of Bastrop workers and resources. The repaving of the Two-Bridges parking lot could be done in-kind by the City of Bastrop planners and road crew. This project will require a professional to review the site and a city planner or engineer would be greatly appreciated.

The clearing of the diversion dam will require a skid-loader or a backhoe and operators which the City of Bastrop would be able to donate in-kind.

5. Describe how you will track the number of City of Bastrop citizens benefited by the program and provide the number of City of Bastrop citizens who received your services in the last 12 months.

It is not possible to track how many people visit the preserve but we estimate around one thousand Bastrop citizens visit the preserve each month based on observations staff and volunteers make while at the preserve.

We can track the number of Bastrop Citizens attending our programs by collecting addresses when they register or sign in. If the City has suggestions for tracking park visitation we would be happy to consider them!



STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 11

TITLE:

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 before 5:00 p.m. on July 13, 2021. Comments submitted by this time will be distributed to the city council prior to meeting commencement, referenced at the meeting, and included with the meeting minutes. Comments from each individual will be limited to three (3) minutes when 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.



STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 12A

TITLE:

Consider action to approve City Council minutes from the June 22, 2021, Regular meeting.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

FISCAL IMPACT:

N/A

RECOMMENDATION:

Ann Franklin, City Secretary recommends approval of the City Council minutes from the June 22, 2021, Regular meeting.

ATTACHMENTS:

- June 22, 2021 DRAFT Regular Meeting Minutes.



JUNE 22, 2021

The Bastrop City Council met in a regular meeting on Tuesday, June 22, 2021, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jackson, Crouch, Rogers, and Peterson. Officers present were City Manager, Paul A. Hofmann; Deputy City Secretary, Victoria Psencik; and City Attorney, Marianella Joseph.

CALL TO ORDER

At 6:30 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

PLEDGE OF ALLEGIANCE**INVOCATION**

Deacon Paul Cooke, Ascension Catholic Church, gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report
- 4D. Proclamation of the City Council of the City of Bastrop, Texas recognizing the month of July, 2021 as Parks and Recreation month for the City of Bastrop, Texas.
The proclamation was read into record by Mayor Schroeder and accepted by the Parks & Public Tree Advisory Board members.

WORK SESSIONS/BRIEFINGS – NONE**ITEMS FOR INDIVIDUAL CONSIDERATION**

- 9F. Consider action to approve Resolution No. R-2021-59 of the City Council of the City Bastrop, Texas accepting donation from Lost Pines Alliance Golf Club for eighteen (18) disc golf baskets to be installed in Bob Bryant Park; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Public Works Director)
Presentation was made by Curtis Hancock, Public Works Director.

A motion was made by Council Member Jackson to approve Resolution No. R-2021-59, seconded by Council Member Crouch, motion was approved on a 5-0 vote.
- 9G. Consider action to approve Resolution No. R-2021-60 of the City Council of the City Bastrop, Texas accepting donation from Audubon Association for three (3) Purple Martin Houses to be placed in Bob Bryant Park; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Public Works Director)
Presentation was made by Curtis Hancock, Public Works Director.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-60, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 9H. Consider action to approve Resolution No. R-2021-61 of the City Council of the City Bastrop, Texas accepting donation from Bird City Coalition that received a grant for one thousand, nine hundred and ninety dollars (1,990.00) from Texas Parks and Wildlife for Birding Blinds to be installed in Bob Bryant Park; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Curtis Hancock, Public Works Director)
Presentation was made by Curtis Hancock, Public Works Director.

A motion was made by Council Member Rogers to approve Resolution No. R-2021-61, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 9D. Hold Public Hearing on the Hunters Crossing Public Improvement District ongoing service plan and proposed assessment levy, consider any objections to the proposed assessments and, consider action to approve the first reading of Ordinance No. 2021-08 of the City Council of the City of Bastrop, Texas approving the 2021 Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a fiscal year 2022 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunter's Crossing Local Government Corporation; providing for an effective date and move to include on the July 13, 2021 City Council Meeting for a second reading. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer and Jon Snyder, P3 Works LLC.

Public Hearing opened.

SPEAKER(S)

Laura Townsend (Read into record by Mayor)
208 Pack Horse Drive
Bastrop, TX 78602
210-286-4107

Public Hearing closed.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2021-08 to include on the July 13, 2021 agenda, seconded by Council Member Peterson, motion was approved on a 4-0-1 vote. Mayor Pro Tem Nelson recused himself.

STAFF AND BOARD REPORTS

- 6A. Receive presentation on the unaudited monthly Financial Report for the period ending May 31, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)
Presentation was made by Tracy Waldron, Chief Financial Officer.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9B. Consider action to approve the second reading of Ordinance No. 2021-06 (Listed on first reading as Ordinance No. 2021-52), of the City Council of the City of Bastrop, Texas, amending Chapter 12 – Traffic and Vehicles, to adopt article 12.14 Motor-Assisted Scooters, Electric Bicycles and Bicycles equipped with GPS; and providing for findings of fact, adoption, repealer, severability, and enforcement; establishing an effective date; and proper notice and meeting. (Submitted by: Clint Nagy, Chief of Police)

Presentation was made by Clint Nagy, Chief of Police.

A motion was made by Council Member Rogers to approve the second reading of Ordinance No. 2021-06, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.

- 9C. Consider action to approve the second reading of Ordinance No. 2021-07 (Listed on first reading as Ordinance No. 2021-54), of the City Council of the City of Bastrop, Texas adopting amendments to Chapter 8 – Signs, including, Section 8.1.007 Non-conforming Signs, Section 8.1.009 Signs Requiring a Permit, Section 8.1.011 Sign Permit Requirements, Article 8.2 Master Plans, Article 8.3 On-Premises Sign Types & Standards, and Article 8.4 Temporary Signs, and Chapter 10 – Section 10.1.002 Definitions of the Bastrop Building Block B3 Code, as attached in Exhibit A; and providing for findings of fact, adoption, repealer, severability, and enforcement; and establishing an effective date. (Submitted by: Jennifer Bills, Assistant Director of Planning)

Presentation was made by Jennifer Bills, Assistant Director of Planning.

A motion was made by Mayor Pro Tem Nelson to approve the second reading of Ordinance No. 2021-07, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 9E. Consider action to approve Resolution No. R-2021-57 of the City Council of the City of Bastrop, Texas, approving a Development Agreement between the City of Bastrop a Home Rule City and Bastrop Colorado Bend, LLC, (Bastrop 552) a Texas limited liability company, for 546.364+/- acres of land out of the A2 Stephen F. Austin, to the west of Lovers Lane, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

Presentation was made by Trey Job, Assistant City Manager.

SPEAKERS

~~**Michelle Brown (Donated her time to Michele Anderson)
167 El Camino River Road
Bastrop, TX 78602**~~

**Cari Carwile (Read into record by Mayor)
1321 Lovers Lane
Bastrop, TX 78602
210-860-6804**

**William Johnson
193 Lamaloa Lane
Bastrop, TX 78602
662-255-2540**

**Michele Anderson
103 Kauai Court
Bastrop, TX 78602
512-906-9042**

**Jessica Zamora
111 Koele Court
Bastrop, TX 78602
214-335-8076**

**Sunday Thompson (Read into record by Mayor)
211 Margies Way
Bastrop, TX 78602
512-629-3288**

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2021-57, seconded by Council Member Crouch, motion was approved on a 5-0 vote.

- 9A. Receive presentation on updated City of Bastrop Council Focus Areas. (Submitted by: Rebecca Gleason, Assistant City Manager)
Presentation was made by Rebeca Gleason, Assistant City Manager.

A motion was made by Council Member Peterson to approve updated City of Bastrop Council Focus Areas, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

CITIZEN COMMENTS - NONE

CONSENT AGENDA

A motion was made by Mayor Pro Tem Nelson to approve Items 8A, 8B, 8C, and 8D as listed on the Consent Agenda after being read into the record by Deputy City Secretary, Victoria Psencik. Seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 8A. Consider action to approve City Council minutes from the June 8, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 8B. Consider action to approve Resolution No. R-2021-62 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with Hunt Communities for The Colony MUD 1B Section 4, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Jennifer Bills, Assistant Director of Planning)

- 8C Consider action to approve Resolution No. R-2021-63 of the City Council of the City of Bastrop, Texas to increase a General Service Contract with Arch Technical Services, LLC (ATS) for third-party building review and inspection services in an amount not to exceed Three Hundred Thirty-Eight Thousand Two Hundred Sixty-Four Dollars and 00/100 cents (\$338,264.00) for fiscal year 20221; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Jennifer Bills, Assistant Director of Planning)
- 8D Consider action to approve Resolution No. R-2021-64 of the City Council of the City of Bastrop, Texas supporting the City of Bastrop's application(s) for three transportation alternative grants as follows: the Old Iron Bridge Rehabilitation, the Farm and Chestnut Loop, and the Wilson and Willow Shared Loop, to the Texas department of transportation's 2021 transportation alternatives call for projects, providing for a repealing clause: and establishing an effective date. (Submitted by: Trey Job, Assistant City Manager)

Adjourned at 8:15 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

Deputy City Secretary Victoria Psencik

The Minutes were approved on July 13, 2021, by Council Member **Name('s) motion, Council Member **Name('s)** second. The motion was approved on a **0-0** vote.**



STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 12B

TITLE:

Consider action to approve the second reading of Ordinance No. 2021-08 of the City Council of the City of Bastrop, Texas approving the 2021 Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a Fiscal Year 2022 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunter's Crossing Local Government Corporation; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Hunters Crossing Public Improvement District (the "PID") was created by the City of Bastrop, Texas and is operating under the authority of Chapter 372, Texas Local Government Code. The city previously determined the estimated cost of certain public improvements for the PID and the method of assessment for the costs of such Public Improvements and adopted a Service and Assessment Plan for the PID.

Texas Local Government Code Section 372.013 requires the ongoing service plan to be presented to the governing body of the municipality for review and approval, which was done in 2003. The statute further requires the ongoing service plan be reviewed and updated annually for determining the annual budget for improvements.

City Finance Staff has prepared a proposed Fiscal Year 2022 Budget and Proposed Assessments for the Operations and Maintenance Project Costs for Fiscal year 2022 based on the updated service plan and presented it to the public and the Hunters Crossing Local Government Corporation (LGC) for consideration. The LGC on June 15, 2021, by Resolution of the Board, recommended approval of its proposed service plan, assessment levy and annual budget for Fiscal Year 2022. The LGC recommended that the assessment roll is incorporated into the Ordinance for City Council adoption as required by law.

The updated Service & Assessment Plan reflects an increase in the Maintenance and Operations annual assessments for all property types. The residential annual assessment has increased by \$12 and the commercial and multi-family has increased by \$0.0133 per square foot.

Texas Local Government Code section 372.016-.017 requires the governing body to prepare an assessment roll and adopt it by ordinance or order. The required procedure provided by law is:

- 1) Give proper notice;
- 2) Conduct a public hearing;

- 3) At the close of the hearing, hear and pass on any objection to the proposed assessments;
- 4) Amend any proposed assessment if warranted; and
- 5) Pass the ordinance to levy the assessment.

The City Council approved the first reading of this ordinance at the June 22, 2021 council meeting.

FISCAL IMPACT:

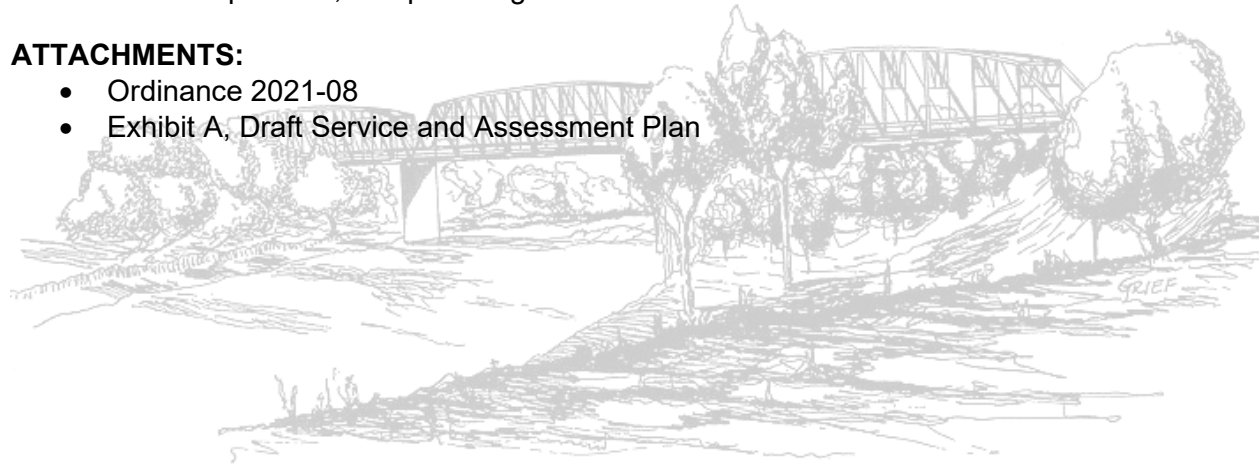
PID Assessments for FY2022

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of the second reading of Ordinance No. 2021-08 of the City Council of the City of Bastrop, Texas approving the 2021 Service Plan Update, including provisions related to assessments for the Hunters Crossing Public Improvement District; approving a fiscal year 2022 assessment roll for the District; and containing other provisions related to the Hunters Crossing Public Improvement District and the Hunter's Crossing Local Government Corporation; and providing for an effective date.

ATTACHMENTS:

- Ordinance 2021-08
- Exhibit A, Draft Service and Assessment Plan



ORDINANCE NO. 2021-08

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS RELATED TO THE HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING THE 2021 SERVICE PLAN UPDATE, INCLUDING PROVISIONS RELATED TO ASSESSMENTS FOR THE HUNTER'S CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING A FISCAL YEAR 2022 ASSESSMENT ROLL FOR THE DISTRICT; AND CONTAINING OTHER PROVISIONS RELATED TO THE HUNTER'S CROSSING PUBLIC IMPROVEMENT DISTRICT AND THE HUNTER'S CROSSING LOCAL GOVERNMENT CORPORATION; PROVIDING FOR RATIFICATION OF PRIOR COUNCIL ACTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop, Texas (the "City"), pursuant to and in accordance with the terms, provisions, and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), has previously established the "Hunters Crossing Public Improvement District" (the "District"), pursuant to Resolution No. R-2001-19 adopted by the City Council of the City (the "City Council") on September 11, 2001 (the "Original Creation Authorization"); and

WHEREAS, on November 11, 2003, the City Council passed and approved Resolution No. R-2003-34 amending the Original Creation Authorization by reducing the estimated costs of the public improvements for the PID (the "Public Improvements") and modifying the method of assessment; and

WHEREAS, on December 9, 2003, the City Council passed and approved Ordinance No. 2003-35 (the "Original Assessment Ordinance") levying assessments and adopting the Service and Assessment Plan, including the Assessment Roll for the PID attached thereto (collectively, the "Service and Assessment Plan"); and

WHEREAS, on December 14, 2004, the City Council passed and approved Ordinance No. 2004-42 (the Original Assessment Ordinance as amended by Ordinance No. 2004-42, and as the same may be amended from time to time, is referred to collectively as the "Assessment Ordinance"), to correct omissions or mistakes discovered in the Assessment Roll consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet; and

WHEREAS, the service plan and assessment roll contained in the Service and Assessment Plan are required to be reviewed and updated annually pursuant to the PID Act; and

WHEREAS, the Hunter's Crossing Local Government Corporation "HCLGC" was established by the City Council to operate the District and make recommendations to the City Council regarding District operation which is controlled by the City Council, including the District's annual service plan update and assessment roll.

WHEREAS, the HCLGC met on June 15, 2021 where the Board deliberated upon the Annual Service Plan Update, including the FY2022 Assessment Roll item and unanimously

approved its recommendation to the City Council for adoption as the 2021 annual update to the Service Plan and FY2022 Assessment Roll.

WHEREAS, after staff and consultant preparation, public hearing was conducted in accordance with the Texas Open Meetings Act on June 22, 2021 where the Hunters Crossing Public Improvement District 2021 Annual Service Plan Update, including the FY2022 Assessment Roll (attached hereto as Exhibit A) was presented; where opportunity for public testimony was provided; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance to conduct the annual update to the Service and Assessment Plan and set forth the FY2022 Assessment Roll, in conformity with the requirements of the PID Act; and

WHEREAS, the City Council finds the passage of this Ordinance is required by the PID Act and is in the best interest for the citizens of Bastrop.

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

Section 1. Terms.

Terms not otherwise defined herein, including in the preambles to this Ordinance, have the meanings ascribed thereto as set forth in the FY2022 Annual Service Plan Update.

Section 2. Findings.

The findings and determinations set forth in the recitals hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

Section 3. Ratification of Previous City Council Actions.

The City Council does hereby approve and ratify all prior actions of the City Council taken related to the Hunters Crossing Public Improvement District, including the creation of the District and the levy of assessments.

Section 4. Service and Assessment Plan.

The City Council of the City of Bastrop, Texas does hereby approve and adopt the Service and Assessment Plan, dated June 22, 2021 as the FY2022 Annual Service Plan Update for the District, a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes.

Section 5. Assessment Roll.

The Assessment Roll attached to the FY2022 Annual Service Plan Update is hereby accepted and approved pursuant to the PID Act as the assessment roll of the District.

Section 6. Method of Assessment.

The method of apportioning the Costs of the Authorized Improvements is set forth in the FY2022 Annual Service Plan Update.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Amended and Restated Service and Assessment Plan and as allowed by law.

Section 8. Lien Priority.

The City Council intends for the obligations, covenants and burdens on the landowners of the Assessed Property, including without limitation such landowners' obligations related to payment of the Assessment and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessment and Annual Installments thereof, which were levied by the Assessment Ordinance and which are described in and apportioned by the FY 2022 Annual Service Plan Update, shall be binding upon the landowners of the Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessment shall have lien priority as specified in the PID Act.

Section 9. Appointment of Administrator and Collector of Assessments.

(a) Appointment of Administrator.

The Hunters Crossing Local Government Corporation was designated by the City as the Administrator of the Service and Assessment Plan and of the Assessment levied by the Assessment Ordinance (the "Administrator"). The Administrator shall perform the duties of the Administrator described in Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Operational and Maintenance Supplemental Service. The City delegates authority to the City Manager (or her designee) to appoint the Administrator or a replacement Administrator.

(b) Appointment of Collector.

The Bastrop County Tax Assessor-Collector is hereby appointed and designated as the collector of the Assessment (the "Collector"). The City Manager, or her assignee, is directed to provide the Assessment Roll to the Collector no later than close of business on September 30, 2020, and to request that such assessments be assessed to and collected from Assessed Property in the PID.

Section 10. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Assessment by the City.

Section 11. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the FY2022 Annual Service Plan Update and Assessment Roll, to be recorded in the real property records of Bastrop County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 12. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 13. Conflict.

All other ordinances in conflict herewith are hereby repealed, but only to the extent of any such conflict or inconsistency.

Section 14. Public Meeting.

The City Council met in two public meetings conducted in compliance with the Texas Open Meetings Act, and which allowed the public to address the City Council on the passage of this Ordinance, the first on June 22, 2021 and the second on July 13, 2021, and took all necessary action to adopt this ordinance by majority vote of the City Council.

Section 15. Effective Date.

This Ordinance shall take effect and the provisions and terms of the FY2022 Annual Service Plan Update and Assessment Roll shall be and become effective upon passage and execution hereof.

READ and ACKNOWLEDGED on First Reading on the 22nd day of June 2021.

READ and ADOPTED on the Second Reading on the 13th day of July 2021.

ADOPTED:

By: _____
Connie Schroeder, Mayor

ATTEST:

By: _____
Ann Franklin, City Secretary

APPROVED AS TO FORM AND LEGALITY:

By: _____
George Hyde, Special Legal Counsel to City of Bastrop, Texas

EXHIBIT A

**HUNTERS CROSSING PUBLIC IMPROVEMENT DISTRICT
FY 2022 Annual Service Plan Update and Assessment Roll
[Attached]**

EXHIBIT A



HUNTERS CROSSING
PUBLIC IMPROVEMENT DISTRICT
FY 2022 ANNUAL SERVICE PLAN UPDATE

June 22, 2021

INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Hunters Crossing Public Improvement District 2019 Amended and Restated Service and Assessment Plan, dated September 24, 2019 (the “2019 Amended and Restated SAP”).

On September 11, 2001, the City passed and approved Resolution No. R-2001-19 authorizing the establishment of the Bastrop Hunters Crossing Public Improvement District in accordance with the Act, which authorization was effective upon publication as required by the Act. On November 11, 2003, the City Council approved Resolution No. R-2003-34 amending the Original Creation Authorization by reducing the estimated costs of the Authorized Improvements from \$14,500,000 to \$12,476,000 and modifying the method of assessment.

On December 9, 2003 the City passed and approved Ordinance No. 2003-35, the initial levy of assessments on the approximately 283.001 acre parcel comprising the District, at \$11,961,260 for Capital Assessments and \$5,400,000 for the operation and maintenance of the District (Assessment levied is a grand total of \$17,361,260 in the aggregate). The purpose of the District is to finance certain public improvement projects that confer a special benefit on approximately 283.001 acres within the corporate limits of the City, located south of State Highway No. 71, west of State Highway No. 304, and east of Bear Hunter Drive.

Incorporated in the Original Assessment Ordinance was the 2003 SAP and Assessment Roll for the District and levied in lump sum the assessments shown on the 2003 Assessment Roll. On December 14, 2004, the City Council passed and approved Ordinance No. 2004-42 to correct omissions or mistakes discovered in the Assessment Roll consisting of scrivener's and mathematical errors as well as a failure to denote the effects of rounding in the conversion of square feet. Section 4 of Ordinance No. 2004-42 states: All ordinances, parts of ordinances or resolutions in conflict herewith are expressly repealed.

Under the 2003 SAP, assessments were levied in lump sum on a 283.001-acre parcel of property comprising the District. Under the 2019 Amended and Restated SAP, the assessments were allocated on a parcel-by-parcel basis to 27.434 acres of commercial property, 24.523 acres of multi-family property, 510 single family lots, and 37.937 acres of undeveloped land. Parcel 90301 was excluded from the Capital Assessment portion of the 2019 Amended and Restated SAP because that property's Capital Assessment was reduced to zero by a developer contribution payment. Parcel 98555 was also excluded from the 2019 Amended and Restated SAP because its use is limited to drainage, so its Assessment was reduced to zero as it is non-benefitted property. The 37.937 acres of undeveloped property is anticipated to be developed with multi-family uses.

In the Fall of 2017, property owner inquiries regarding the operation of the District resulted in the Hunters Crossing Local Government Corporation and the new City Council to engage professionals to examine the state of the District and engage with the Original Developer and subsequently the current Developer to reconcile the District operation. Contemporaneously, approximately 15 residents of the District initiated legal action against a host of civil defendants alleging liability for flood damage to their homes in the District. The legal action placed the City, Hunters Crossing Local Government Corporation, the Original Developer, among several others in litigation as Defendants.

Municipal records prior to the Fall of 2017 do not demonstrate statutory compliance in the operation of the District. Legal counsel for the City, the Hunters Crossing Local Government Corporation and the Developer have found several provisions of the existing 2003 SAP unworkable, necessitating the 2019 Amended and Restated SAP.

The Original Developer issued written notice of assignment of the District Development and Reimbursement Agreement to TF Hunters Crossing, LP., the current Developer in February 2018, placing additional complexities into the examination. After months of examination, evaluation, and development of materials to reconcile the District operation, the preparation of amended and restated documentation including the 2019 Amended and Restated SAP, were necessary to support the continued operation of the District to its conclusion.

On September 10, 2019, the City Council approved Ordinance No. 2019-40, and on September 24, 2019, City Council adopted Ordinance No. 2019-40, which approved and accepted the 2019 Amended and Restated SAP, including the updated Assessment Roll, which replaced the 2003 SAP in its entirety.

On August 25, 2020, the City Council approved Ordinance No. 2020-23 which updated the Assessment Roll for 2020.

Pursuant to the PID Act, the 2019 Amended and Restated SAP must be reviewed and updated annually. This document is the Annual Service Plan Update for 2021. This Annual Service Plan Update also updates the Assessment Roll for 2021.

OUTSTANDING ASSESSMENTS

The Fiscal Year 2021 SAP Update identified the total unpaid Capital Assessment as \$4,552,591.45. A total of \$351,287.12¹ in Capital Assessment installments were billed for FY 2021, resulting in \$4,201,304.33 in Capital Assessments outstanding. The outstanding Capital Assessment per parcel is shown in the table below.

Property ID	Capital Assessment Unpaid	Capital Assessment FY 2021 Installment	Capital Assessment Unpaid After FY 2021 Installment
Commercial Lots			
.071/square foot			
90301	\$ -	\$ -	\$ -
90754	\$ 31,898.70	\$ 3,544.30	\$ 28,354.40
90302	\$ 28,141.02	\$ 3,126.78	\$ 25,014.24
97463	\$ 16,450.38	\$ 1,827.82	\$ 14,622.56
97464	\$ 26,777.16	\$ 2,975.24	\$ 23,801.92
90303	\$ 52,697.53	\$ 4,790.69	\$ 47,906.84
92325	\$ 35,322.39	\$ 3,924.71	\$ 31,397.68
95378	\$ 30,278.12	\$ 3,027.81	\$ 27,250.31
95379	\$ 43,422.39	\$ 4,824.71	\$ 38,597.68
115192	\$ 60,349.03	\$ 4,642.23	\$ 55,706.80
30102	\$ 258,253.16	\$ 19,862.96	\$ 238,390.20
114958	\$ 294,153.25	\$ 22,626.63	\$ 271,526.62
127995 [a]	\$ 184,751.83	\$ 9,593.74	\$ 175,158.09
114957	\$ 1,125.74	\$ 80.41	\$ 1,045.33
Multi-Family Lots			
.068/square foot			
104899	\$ 756,016.63	\$ 37,141.52	\$ 718,875.11
113268 [b]	\$ 794,954.12	\$ 35,497.57	\$ 759,456.55
Undeveloped Lots			
.068/square foot			
47760	\$ -	\$ -	\$ -
Single Family Lots			
Per Lot	\$ 3,800.00	\$ 380.00	\$ 3,420.00
Total (510 Lots)	\$ 1,938,000.00	\$ 193,800.00	\$ 1,744,200.00
DISTRICT TOTAL	\$ 4,552,591.45	\$ 351,287.12	\$ 4,201,304.33

[a] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$9,593.74 and will be collected through 2034. This will result in an amount of \$50,439.47 that will not be paid.

[b] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$35,497.57 and will be collected through 2041. This will result in an amount of \$49,505.15 that will not be paid.

¹ Does not account for delinquencies.

ANNUAL INSTALLMENTS DUE 1/31/2022

- **Capital Assessment** - The Fiscal Year 2021 SAP Update identified annual installment for each property type for the Capital Assessment. Commercial Property is billed at \$0.071 per square foot of land area, Multifamily Property is billed at \$0.068 per square foot of land area, and residential lots are billed at \$380 per unit. The undeveloped lot prepaid the Capital Assessment. The total installment relating to the Capital Assessment due January 31, 2022 equals \$351,287.12, and a breakdown by parcel is shown in the table below.
- **Operation and Maintenance Supplemental Services Assessment** - The Fiscal Year 2021 SAP Update identified annual installment for each property type for the Operation and Maintenance Supplemental Services Assessment. Commercial, Multifamily, and Undeveloped Property is billed at \$0.045 per square foot of land area, and residential lots are billed at \$35.00 per unit. The total installment relating to the Operation and Maintenance Supplemental Services Assessment due January 31, 2022 equals \$221,566.54, and a breakdown by parcel is shown in the table below. A summary of the anticipated operation and maintenance expenses for Fiscal Year 2022 is attached as **Exhibit C**.

Property ID	Square Feet	Capital Assessment FY 2022 Installment	O&M Assessment FY 2022 Installment	Total FY 2022 Installment
Commercial Lots				
		.071/square foot	.045/square foot	
90301	611,233.92	\$ -	\$ 27,505.53	\$ 27,505.53
90754	49,919.76	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
90302	44,039.16	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
97463	25,743.96	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
97464	41,904.72	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
90303	67,474.44	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
92325	55,277.64	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
95378	42,645.24	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
95379	67,953.60	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
115192	65,383.56	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
30102	279,760.00	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
114958	318,684.96	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
127995	135,123.12	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
114957	1,132.56	\$ 80.41	\$ 50.97	\$ 131.38
Multi-Family Lots				
		.068/square foot	.045/square foot	
104899	546,198.84	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
113268	522,023.04	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
Undeveloped Lots				
		.068/square foot	.045/square foot	
47760	1,652,535.72	\$ -	\$ 74,364.11	\$ 74,364.11
Single Family Lots				
Per Lot	NA	\$ 380.00	\$ 35.00	\$ 415.00
Total (510 Lots)	NA	\$ 193,800.00	\$ 17,850.00	\$ 211,650.00
DISTRICT TOTAL		\$ 351,287.12	\$ 221,566.54	\$ 572,853.66

AUTHORIZED IMPROVEMENTS

The Authorized Improvements consist of water distribution system improvements, wastewater collection system improvements, storm drainage and detention improvements, public street improvements, and landscaping, open space, recreational, and park improvements. The Authorized Improvements are all complete.

SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Installment Due	1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Capital Assessment Installment	\$ 351,287.12	\$ 351,287.12	\$ 351,287.12	\$ 351,287.12	\$ 351,287.12
O&M Assessment Installment	\$ 221,566.54	\$ 221,566.54	\$ 221,566.54	\$ 221,566.54	\$ 221,566.54
	\$ 572,853.66	\$ 572,853.66	\$ 572,853.66	\$ 572,853.66	\$ 572,853.66

ASSESSMENT ROLL

The list of Parcels within the District, the corresponding outstanding Assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels shown on the Assessment Roll will receive the bills for the FY 2022 Annual Installments which will be delinquent if not paid by January 31, 2022.

INSTALLMENT SCHEDULES

The installment schedules for each parcel within the PID are shown on Exhibits B-1 through B-18.

Exhibit B-1 – Residential Lot Annual Installment Schedule

Exhibit B-2 – Parcel 90301 Annual Installment Schedule

Exhibit B-3 – Parcel 90754 Annual Installment Schedule

Exhibit B-4 – Parcel 90302 Annual Installment Schedule

Exhibit B-5 – Parcel 97463 Annual Installment Schedule

Exhibit B-6 – Parcel 97464 Annual Installment Schedule

Exhibit B-7 – Parcel 90303 Annual Installment Schedule

Exhibit B-8 – Parcel 92325 Annual Installment Schedule

Exhibit B-9 – Parcel 95378 Annual Installment Schedule

Exhibit B-10 – Parcel 95379 Annual Installment Schedule

Exhibit B-11 – Parcel 115192 Annual Installment Schedule

Exhibit B-12 – Parcel 30102 Annual Installment Schedule

Exhibit B-13 – Parcel 114958 Annual Installment Schedule

Exhibit B-14 – Parcel 127995 Annual Installment Schedule

Exhibit B-15 – Parcel 114957 Annual Installment Schedule

Exhibit B-16 – Parcel 104899 Annual Installment Schedule

Exhibit B-17 – Parcel 113268 Annual Installment Schedule

Exhibit B-18 – Parcel 47760 Annual Installment Schedule

EXHIBIT A – ASSESSMENT ROLL

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2022 Installment	O&M Assessment FY 2022 Installment	Total FY 2022 Installment
90301	\$ -	\$ -	\$ 27,505.53	\$ 27,505.53
90754	\$ 28,354.40	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
90302	\$ 25,014.24	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
97463	\$ 14,622.56	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
97464	\$ 23,801.92	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
90303	\$ 47,906.84	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
92325	\$ 31,397.68	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
95378	\$ 27,250.31	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
95379	\$ 38,597.68	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
115192	\$ 55,706.80	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
30102	\$ 238,390.20	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
114958	\$ 271,526.62	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
127995 [a]	\$ 175,158.09	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
114957	\$ 1,045.33	\$ 80.41	\$ 50.97	\$ 131.38
104899	\$ 718,875.11	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
113268 [b]	\$ 759,456.55	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
47760	\$ -	\$ -	\$ 74,364.11	\$ 74,364.11
98372	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98370	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95416	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98355	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98380	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98354	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95395	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95386	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98373	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95415	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95390	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98356	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95396	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98374	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95414	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95389	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98359	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98352	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95397	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95384	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98351	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95398	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95412	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2022 Installment	O&M Assessment FY 2022 Installment	Total FY 2022 Installment
95387	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98350	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95399	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95411	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98627	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95400	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95410	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98626	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95401	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95409	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98625	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95402	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98601	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95408	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95407	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95404	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98622	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98621	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98619	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98617	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104777	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98338	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98346	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104871	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95391	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98361	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98369	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95392	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98347	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98337	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98345	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104870	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98371	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98360	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98379	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104854	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98353	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95381	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95385	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95393	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98336	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98344	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98357	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98378	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95394	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98335	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98343	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98375	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95413	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95388	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2022 Installment	O&M Assessment FY 2022 Installment	Total FY 2022 Installment
98358	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98377	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98366	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98342	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98376	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98365	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98333	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98341	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98364	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98340	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98602	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98339	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104857	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104856	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98624	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95403	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98600	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98623	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98599	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95405	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98598	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98638	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98620	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98628	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98597	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98604	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98639	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98596	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98640	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98618	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98630	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98595	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98641	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98631	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98594	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98616	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98632	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98593	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98643	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98615	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98592	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98644	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98614	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98634	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98591	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98645	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98613	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98635	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98590	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98646	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2022 Installment	O&M Assessment FY 2022 Installment	Total FY 2022 Installment
98612	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98647	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98611	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98637	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98648	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95202	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104881	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
99616	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98362	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104855	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104889	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104872	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104863	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104882	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
99617	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104890	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98368	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104873	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104869	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104862	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104883	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
99618	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104853	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104891	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98367	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104874	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104868	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104861	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104884	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
99619	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104852	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104892	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104875	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98334	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104867	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104860	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104885	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
99620	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104851	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104893	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104876	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104859	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104886	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
99621	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104850	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109244	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104877	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104865	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104858	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104887	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2022 Installment	O&M Assessment FY 2022 Installment	Total FY 2022 Installment
99622	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104849	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109243	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104846	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104878	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104888	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
99623	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104847	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104879	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109241	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104848	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109240	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95406	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98629	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98605	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98606	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98607	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98642	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98608	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109258	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98633	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98609	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98610	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98636	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98589	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104809	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104766	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104773	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104767	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104774	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104768	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104791	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104812	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104769	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104792	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104813	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104793	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104814	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104771	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104794	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104815	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104772	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104795	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104796	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104834	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104797	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104833	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104798	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104832	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104799	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2022 Installment	O&M Assessment FY 2022 Installment	Total FY 2022 Installment
104831	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104800	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104830	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104801	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104829	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104828	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104802	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104827	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104803	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104826	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104804	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104825	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104806	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104866	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104864	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95380	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95383	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
95382	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104845	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109242	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109263	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109251	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109239	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109262	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109252	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109238	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109261	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109253	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109237	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109260	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109254	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109236	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109259	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109250	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109255	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109235	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109249	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109256	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109234	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109248	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109221	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109233	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104819	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104810	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109222	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109228	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109232	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104820	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104811	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109223	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2022 Installment	O&M Assessment FY 2022 Installment	Total FY 2022 Installment
103255	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104786	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104775	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109227	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109231	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104821	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109224	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109246	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104787	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104776	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109226	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109230	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104822	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104770	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109225	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109247	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109229	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104823	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104778	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104824	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104779	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104816	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104780	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104817	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104781	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104818	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104782	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104783	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104785	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104805	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
98603	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104788	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104789	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104790	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
104784	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111961	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111986	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111987	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111974	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111988	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111973	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111989	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111971	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111970	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111991	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111964	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111966	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111968	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111983	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111969	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2022 Installment	O&M Assessment FY 2022 Installment	Total FY 2022 Installment
111982	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111980	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111979	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111978	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115217	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115218	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115219	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115220	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115221	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115222	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115240	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115223	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115224	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115242	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115243	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115226	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111976	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115227	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111975	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111972	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111990	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
109644	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111962	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111992	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111963	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111965	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111967	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111984	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111981	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
111977	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115215	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115230	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115213	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115231	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115214	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115254	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115253	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115256	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115252	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115216	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115257	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115234	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115251	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115258	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115235	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115250	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115259	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115236	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115249	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115260	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2022 Installment	O&M Assessment FY 2022 Installment	Total FY 2022 Installment
115237	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115261	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115238	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115247	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115262	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115239	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115246	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115263	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115245	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115241	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115244	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115229	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115228	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124637	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124639	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124640	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124642	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124643	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124644	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124645	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124648	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115233	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115248	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115265	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124660	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124673	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124661	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124674	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124659	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124662	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124638	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124675	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124663	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124676	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124657	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124664	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124677	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124656	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124665	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124641	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124678	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124655	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124666	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124679	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124654	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124667	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124680	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124653	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124668	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124681	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2022 Installment	O&M Assessment FY 2022 Installment	Total FY 2022 Installment
124652	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124669	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124682	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124651	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124670	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124646	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124650	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124671	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124647	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124684	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124649	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124685	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127971	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127978	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127946	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127917	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127990	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127979	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127922	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127947	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127969	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127918	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127989	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127980	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127921	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127948	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127968	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127919	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127988	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127949	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127967	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127966	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127951	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127965	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127952	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127964	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127953	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127955	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127987	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127945	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
115232	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127986	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127944	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127957	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127985	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127943	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127984	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127942	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127959	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127983	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00

Property ID	Outstanding Capital Assessment	Capital Assessment FY 2022 Installment	O&M Assessment FY 2022 Installment	Total FY 2022 Installment
127941	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127960	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127991	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127982	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127940	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127961	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127981	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127939	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127962	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
113267	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127938	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127963	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127937	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127935	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127934	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127933	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124658	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
124683	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127924	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127923	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127910	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127911	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127915	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127914	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127913	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127936	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127970	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127920	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127950	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127954	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127956	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127958	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127992	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127908	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127909	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127916	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
127912	\$ 3,420.00	\$ 380.00	\$ 35.00	\$ 415.00
Total	\$ 4,201,304.33	\$ 351,287.12	\$ 221,566.54	\$ 572,853.66

[a] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$9,593.74 and will be collected through 2034. This will result in an amount of \$50,439.47 that will not be paid.

[b] Per the 2019 Amended and Restated Service and Assessment Plan, the annual installment for the Capital Assessment was established to be \$35,497.57 and will be collected through 2041. This will result in an amount of \$49,505.15 that will not be paid.

EXHIBIT B-1 – RESIDENTIAL LOT ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 380.00	\$ 35.00	\$ 415.00
2023	\$ 380.00	\$ 35.00	\$ 415.00
2024	\$ 380.00	\$ 35.00	\$ 415.00
2025	\$ 380.00	\$ 35.00	\$ 415.00
2026	\$ 380.00	\$ 35.00	\$ 415.00
2027	\$ 380.00	\$ 35.00	\$ 415.00
2028	\$ 380.00	\$ 35.00	\$ 415.00
2029	\$ 380.00	\$ 35.00	\$ 415.00
2030	\$ 380.00	\$ 35.00	\$ 415.00
Total	\$ 3,420.00	\$ 315.00	\$ 3,735.00

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update showed an outstanding balance of \$3,800 per lot, with an annual installment of \$380. Following the payment due 1/31/21, \$3,420 remains outstanding per residential lot.

[b] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is a total of \$650.00 per Single Family Residential Lot. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council, and may extend beyond 2030.

EXHIBIT B-2 – PARCEL 90301 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ -	\$ 27,505.53	\$ 27,505.53
2023	\$ -	\$ 27,505.53	\$ 27,505.53
2024	\$ -	\$ 27,505.53	\$ 27,505.53
2025	\$ -	\$ 27,505.53	\$ 27,505.53
2026	\$ -	\$ 27,505.53	\$ 27,505.53
2027	\$ -	\$ 27,505.53	\$ 27,505.53
2028	\$ -	\$ 27,505.53	\$ 27,505.53
2029	\$ -	\$ 27,505.53	\$ 27,505.53
2030	\$ -	\$ 27,505.53	\$ 27,505.53
2031	\$ -	\$ 27,505.53	\$ 27,505.53
2032	\$ -	\$ 27,505.53	\$ 27,505.53
2033	\$ -	\$ 27,505.53	\$ 27,505.53
2034	\$ -	\$ 27,505.53	\$ 27,505.53
Total	\$ -	\$ 357,571.84	\$ 357,571.84

[a] Parcel 90301 assessment was reduced to zero by a developer contribution payment.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-3 – PARCEL 90754 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2023	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2024	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2025	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2026	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2027	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2028	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2029	\$ 3,544.30	\$ 2,246.39	\$ 5,790.69
2030	\$ -	\$ 2,246.39	\$ 2,246.39
2031	\$ -	\$ 2,246.39	\$ 2,246.39
2032	\$ -	\$ 2,246.39	\$ 2,246.39
2033	\$ -	\$ 2,246.39	\$ 2,246.39
2034	\$ -	\$ 2,246.39	\$ 2,246.39
Total	\$ 28,354.40	\$ 29,203.06	\$ 57,557.46

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-4 – PARCEL 90302 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2023	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2024	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2025	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2026	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2027	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2028	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2029	\$ 3,126.78	\$ 1,981.76	\$ 5,108.54
2030	\$ -	\$ 1,981.76	\$ 1,981.76
2031	\$ -	\$ 1,981.76	\$ 1,981.76
2032	\$ -	\$ 1,981.76	\$ 1,981.76
2033	\$ -	\$ 1,981.76	\$ 1,981.76
2034	\$ -	\$ 1,981.76	\$ 1,981.76
Total	\$ 25,014.24	\$ 25,762.91	\$ 50,777.15

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-5 – PARCEL 97463 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2023	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2024	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2025	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2026	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2027	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2028	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2029	\$ 1,827.82	\$ 1,158.48	\$ 2,986.30
2030	\$ -	\$ 1,158.48	\$ 1,158.48
2031	\$ -	\$ 1,158.48	\$ 1,158.48
2032	\$ -	\$ 1,158.48	\$ 1,158.48
2033	\$ -	\$ 1,158.48	\$ 1,158.48
2034	\$ -	\$ 1,158.48	\$ 1,158.48
Total	\$ 14,622.56	\$ 15,060.22	\$ 29,682.78

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-6 – PARCEL 97464 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2023	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2024	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2025	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2026	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2027	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2028	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2029	\$ 2,975.24	\$ 1,885.71	\$ 4,860.95
2030	\$ -	\$ 1,885.71	\$ 1,885.71
2031	\$ -	\$ 1,885.71	\$ 1,885.71
2032	\$ -	\$ 1,885.71	\$ 1,885.71
2033	\$ -	\$ 1,885.71	\$ 1,885.71
2034	\$ -	\$ 1,885.71	\$ 1,885.71
Total	\$ 23,801.92	\$ 24,514.26	\$ 48,316.18

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-7 – PARCEL 90303 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2023	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2024	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2025	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2026	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2027	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2028	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2029	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2030	\$ 4,790.69	\$ 3,036.35	\$ 7,827.04
2031	\$ 4,790.63	\$ 3,036.35	\$ 7,826.98
2032	\$ -	\$ 3,036.35	\$ 3,036.35
2033	\$ -	\$ 3,036.35	\$ 3,036.35
2034	\$ -	\$ 3,036.35	\$ 3,036.35
Total	\$ 47,906.84	\$ 39,472.55	\$ 87,379.39

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-8 – PARCEL 92325 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2023	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2024	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2025	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2026	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2027	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2028	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2029	\$ 3,924.71	\$ 2,487.49	\$ 6,412.20
2030	\$ -	\$ 2,487.49	\$ 2,487.49
2031	\$ -	\$ 2,487.49	\$ 2,487.49
2032	\$ -	\$ 2,487.49	\$ 2,487.49
2033	\$ -	\$ 2,487.49	\$ 2,487.49
2034	\$ -	\$ 2,487.49	\$ 2,487.49
Total	\$ 31,397.68	\$ 32,337.42	\$ 63,735.10

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-9 – PARCEL 95378 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2023	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2024	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2025	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2026	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2027	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2028	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2029	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2030	\$ 3,027.81	\$ 1,919.04	\$ 4,946.85
2031	\$ 0.02	\$ 1,919.04	\$ 1,919.06
2032	\$ -	\$ 1,919.04	\$ 1,919.04
2033	\$ -	\$ 1,919.04	\$ 1,919.04
2034	\$ -	\$ 1,919.04	\$ 1,919.04
Total	\$ 27,250.31	\$ 24,947.47	\$ 52,197.78

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-10 – PARCEL 95379 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2023	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2024	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2025	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2026	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2027	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2028	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2029	\$ 4,824.71	\$ 3,057.91	\$ 7,882.62
2030	\$ -	\$ 3,057.91	\$ 3,057.91
2031	\$ -	\$ 3,057.91	\$ 3,057.91
2032	\$ -	\$ 3,057.91	\$ 3,057.91
2033	\$ -	\$ 3,057.91	\$ 3,057.91
2034	\$ -	\$ 3,057.91	\$ 3,057.91
Total	\$ 38,597.68	\$ 39,752.86	\$ 78,350.54

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-11 – PARCEL 115192 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2023	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2024	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2025	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2026	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2027	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2028	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2029	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2030	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2031	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2032	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2033	\$ 4,642.23	\$ 2,942.26	\$ 7,584.49
2034	\$ 0.04	\$ 2,942.26	\$ 2,942.30
Total	\$ 55,706.80	\$ 38,249.38	\$ 93,956.18

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-12 – PARCEL 30102 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2023	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2024	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2025	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2026	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2027	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2028	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2029	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2030	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2031	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2032	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2033	\$ 19,862.96	\$ 12,589.20	\$ 32,452.16
2034	\$ 34.68	\$ 12,589.20	\$ 12,623.88
Total	\$ 238,390.20	\$ 163,659.60	\$ 402,049.80

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-13 – PARCEL 114958 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2023	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2024	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2025	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2026	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2027	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2028	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2029	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2030	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2031	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2032	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2033	\$ 22,626.63	\$ 14,340.82	\$ 36,967.45
2034	\$ 7.06	\$ 14,340.82	\$ 14,347.88
Total	\$ 271,526.62	\$ 186,430.70	\$ 457,957.32

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-14 – PARCEL 127995 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2023	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2024	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2025	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2026	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2027	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2028	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2029	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2030	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2031	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2032	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2033	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
2034	\$ 9,593.74	\$ 6,080.54	\$ 15,674.28
Total	\$ 124,718.62	\$ 79,047.03	\$ 203,765.65

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-15 – PARCEL 114957 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 80.41	\$ 50.97	\$ 131.38
2023	\$ 80.41	\$ 50.97	\$ 131.38
2024	\$ 80.41	\$ 50.97	\$ 131.38
2025	\$ 80.41	\$ 50.97	\$ 131.38
2026	\$ 80.41	\$ 50.97	\$ 131.38
2027	\$ 80.41	\$ 50.97	\$ 131.38
2028	\$ 80.41	\$ 50.97	\$ 131.38
2029	\$ 80.41	\$ 50.97	\$ 131.38
2030	\$ 80.41	\$ 50.97	\$ 131.38
2031	\$ 80.41	\$ 50.97	\$ 131.38
2032	\$ 80.41	\$ 50.97	\$ 131.38
2033	\$ 80.41	\$ 50.97	\$ 131.38
2034	\$ 80.41	\$ 50.97	\$ 131.38
Total	\$ 1,045.33	\$ 662.55	\$ 1,707.88

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.071 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-16 – PARCEL 104899 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2023	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2024	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2025	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2026	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2027	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2028	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2029	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2030	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2031	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2032	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2033	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2034	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2035	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2036	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2037	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2038	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2039	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2040	\$ 37,141.52	\$ 24,578.95	\$ 61,720.47
2041	\$ 13,186.23	\$ 24,578.95	\$ 37,765.18
Total	\$ 718,875.11	\$ 491,578.96	\$ 1,210,454.07

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-17 – PARCEL 113268 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2023	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2024	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2025	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2026	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2027	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2028	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2029	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2030	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2031	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2032	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2033	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2034	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2035	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2036	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2037	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2038	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2039	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2040	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
2041	\$ 35,497.57	\$ 23,491.04	\$ 58,988.61
Total	\$ 709,951.40	\$ 469,820.74	\$ 1,179,772.14

[a] Pursuant to Ordinance No. 2003-35 levying the assessments on December 9, 2003 and as amended by Ordinance No. 2004-42 on December 14, 2004, the levied amount is calculated as the aggregate annual installment payments. The Fiscal Year 2021 SAP Update collects the Capital Assessments at a rate of \$0.068 per square foot.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT B-18 – PARCEL 47760 ANNUAL INSTALLMENT SCHEDULE

Installment Due 1/31	Capital Assessment Installments [a]	O&M Assessment Installments [b]	Total
2022	\$ -	\$ 74,364.11	\$ 74,364.11
2023	\$ -	\$ 74,364.11	\$ 74,364.11
2024	\$ -	\$ 74,364.11	\$ 74,364.11
2025	\$ -	\$ 74,364.11	\$ 74,364.11
2026	\$ -	\$ 74,364.11	\$ 74,364.11
2027	\$ -	\$ 74,364.11	\$ 74,364.11
2028	\$ -	\$ 74,364.11	\$ 74,364.11
2029	\$ -	\$ 74,364.11	\$ 74,364.11
2030	\$ -	\$ 74,364.11	\$ 74,364.11
2031	\$ -	\$ 74,364.11	\$ 74,364.11
2032	\$ -	\$ 74,364.11	\$ 74,364.11
2033	\$ -	\$ 74,364.11	\$ 74,364.11
2034	\$ -	\$ 74,364.11	\$ 74,364.11
2035	\$ -	\$ 74,364.11	\$ 74,364.11
2036	\$ -	\$ 74,364.11	\$ 74,364.11
2037	\$ -	\$ 74,364.11	\$ 74,364.11
2038	\$ -	\$ 74,364.11	\$ 74,364.11
2039	\$ -	\$ 74,364.11	\$ 74,364.11
2040	\$ -	\$ 74,364.11	\$ 74,364.11
2041	\$ -	\$ 74,364.11	\$ 74,364.11
Total	\$ -	\$ 1,487,282.15	\$ 1,487,282.15

[a] Parcel 47760 prepaid the Capital Assessment and is only subject to the O&M Assessment.

[b] The City Council has adjusted the Operational and Maintenance Supplemental Services to \$0.045 per square foot, beginning in Fiscal Year 2022. It is anticipated to be levied in the same amount each year unless the City Council determines that the Costs of the Operational and Maintenance Supplemental Services should be adjusted in an Annual Service Plan Update. To date, the District has collected \$1,569,537.14 in the aggregate for the payment of Operational and Maintenance Supplemental Services. Of the original \$5,400,000 of the estimated Costs of the Operational and Maintenance Supplemental Services, 70.93% of remains to be levied on an annual basis for the maintenance and operation of the District. The O&M assessments levied may be adjusted annually by City Council.

EXHIBIT C – OPERATION AND MAINTENANCE EXPENSES

	Fiscal Year 2022 [a]
Maintenenace and Repairs	\$ 7,000
Contractural Services	109,756
Occupancy	9,525
Miscellaneous	500
Transfer to Debt Service	80,767
	\$ 207,548

[a] Expenditures were determined by proposed Fiscal Year 2022 budget provided by city on 5/17/2021.



STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 13A

TITLE:

Consider action to approve Ordinance No. 2021-09 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021 to fund water and wastewater system improvements and fence replacement in the Hunter's Crossing Public Improvement District; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

On April 27, 2021, City Council received an update from CFO Waldron and Dan Wegmiller the city's Financial Advisor regarding the recommendation of issuing Certificates of Obligation for the annual bond financing needed to continue the construction of the WWTP#3 and the design and partial construction of the Water Treatment Plant at XS Ranch.

This Certificate of Obligation, Series 2021 is for \$35.7M with \$35M for water and wastewater infrastructure and \$700,000 for fence replacement in the Hunter's Crossing Public Improvement District. The PID will be responsible for the portion of debt payments for the \$700,000.

On May 25, 2021 City Council approved Resolution R-2021-51 authorizing proceeding with issuance of certificates of obligation and further directing the publication of notice of intent to issue.

City Charter Sec. 7.01 – Powers to Issue

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

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

FISCAL IMPACT:

The sale of these bonds will impact the Water/Wastewater debt service fund and the Hunter's Crossing PID fund. The impact of these funds has already been recognized in future proposed budgets and any proposed rate increases.

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of Ordinance 2021-09 of the City Council of the City of Bastrop, Texas, authorizing the Issuance of the City of Bastrop, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021 to fund water and wastewater system improvements and fence replacement in the Hunter's Crossing Public Improvement District; Levying an Ad Valorem Tax and Pledging Certain Surplus Revenues in Support of the Certificates; Approving an Official Statement, a Paying Agent/Registrar Agreement and Other Agreements Relating to the Sale and Issuance of the Certificates; and Ordaining Other Matters Relating to the Issuance of the Certificates; repealing all ordinances and actions in conflict herewith; and providing for an effective date.

ATTACHMENTS:

- Ordinance No. 2021-09



ORDINANCE NO. 2021-09

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021; LEVYING AN AD VALOREM TAX AND PLEDGING CERTAIN SURPLUS REVENUES IN SUPPORT OF THE CERTIFICATES; APPROVING AN OFFICIAL STATEMENT, A PAYING AGENT/REGISTRAR AGREEMENT AND OTHER AGREEMENTS RELATING TO THE SALE AND ISSUANCE OF THE CERTIFICATES; AND ORDAINING OTHER MATTERS RELATING TO THE ISSUANCE OF THE CERTIFICATES

THE STATE OF TEXAS §
COUNTY OF BASTROP §
CITY OF BASTROP §

WHEREAS, the City Council of the City of Bastrop, Texas (the "City") deems it advisable to issue certificates of obligation in the amount of \$35,700,000 (the "Certificates") for the purpose of paying contractual obligations incurred or to be incurred for (i) constructing, improving, extending and/or expanding the City's water and wastewater system (including Wastewater Treatment Plant #3 and all associated transmission lines and pumping facilities and the Water Treatment Plant at XS Ranch), including equipment, vehicles, additional water supply well and related pipeline and improvements for storm water drainage and detention and related roadway improvements; (ii) fence replacement and related improvements and repairs within the City's Hunters Crossing neighborhood, and (iii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation; and

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

WHEREAS, on May 25, 2021 the City Council passed a resolution authorizing and directing the City Secretary to give notice of intention to issue the Certificates; and

WHEREAS, the notice was published on June 3, 2021 in *The Bastrop Advertiser* and on May 28, 2021 and June 4, 2021 in the *Austin American Statesman*, newspapers of general circulation in the City and a "newspaper" as defined in Section 2051.044, Government Code; and

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

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

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

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

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES.

The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Certificates of the City of Bastrop, Texas (the "City") are hereby authorized to be issued and delivered in the aggregate principal amount of \$_____,000 for the purpose of paying contractual obligations incurred or to be incurred for (i) constructing, improving, extending and/or expanding the City's water and wastewater system (including Wastewater Treatment Plant #3 and all associated transmission lines and pumping facilities and the Water Treatment Plant at XS Ranch), including equipment, vehicles, additional water supply well and related pipeline and improvements for storm water drainage and detention and related roadway improvements; (ii) fence replacement and related improvements and repairs within the City's Hunters Crossing neighborhood, and (iii) the payment of professional services in connection therewith including legal, fiscal and engineering fees and the costs of issuing the certificates of obligation.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES OF CERTIFICATES. Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF BASTROP, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021", and initially there shall be issued, sold, and delivered hereunder fully registered certificates, without interest coupons, dated August 5, 2021, in the denomination and principal amount hereinafter stated, numbered consecutively from R-1 upward (except the initial Certificate delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof (as designated in Section 12 hereof), or to the registered assignee or assignees of said Certificates or any portion or portions thereof (in each case, the "Registered Owner"), and the outstanding principal amount of the Certificates shall mature and be payable on August 1 in each of the years and in the principal amount, respectively, as set forth in the following schedule:

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

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

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

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

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

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

Except as provided in Section 4(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificate which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

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

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

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

to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

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

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

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the City determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Certificate, the City shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Certificate shall designate, in accordance with the provisions of this Ordinance.

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

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

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

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

FORM OF CERTIFICATE

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF BASTROP CITY OF BASTROP, TEXAS	PRINCIPAL AMOUNT \$ _____
COMBINATION TAX AND REVENUE CERTIFICATE OF OBLIGATION SERIES 2021		

INTEREST RATE	DATE OF CERTIFICATE	MATURITY DATE	CUSIP NO.
	August 5, 2021		

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the CITY OF BASTROP, in the County of Bastrop, State of Texas (the "City"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above, and to pay interest thereon from the Date of Certificate, on February 1, 2022 and semiannually on each August 1 and February 1 thereafter to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged or converted from is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the Registered Owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at Regions Bank, which is the "Paying Agent/Registrar" for this Certificate at its designated office for payment currently, Houston, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the

City required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared at the close of business on the 15th day of the preceding month each such date (the "Record Date") on the registration books kept by the Paying Agent/Registrar (the "Registration Books"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice. Notwithstanding the foregoing, during any period in which ownership of the Certificate is determined only by a book entry at a securities depository for the Certificate, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the City and the securities depository.

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

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

THIS CERTIFICATE is dated August 5, 2021, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____,000, for the purpose of paying contractual obligations incurred or to be incurred by the City for: (i) constructing, improving, extending and/or expanding the City's water and wastewater system (including Wastewater Treatment Plant #3 and all associated transmission lines and pumping facilities and the Water Treatment Plant at XS Ranch), including equipment, vehicles, additional water supply well and related pipeline and improvements for storm water drainage and detention

and related roadway improvements; (ii) fence replacement and related improvements and repairs within the City's Hunters Crossing neighborhood, and (iii) payment of professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuing the Certificates.

ON AUGUST 1, 20___, or on any date thereafter, the Certificates of this Series maturing on and after August 1, 20___ may be redeemed prior to their scheduled maturities, at the option of the City, with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption as a whole, or in part, and, if in part, the particular maturities to be redeemed shall be selected and designated by the City and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Certificates, or a portion thereof, within such maturity to be redeemed (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000).

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

NO LESS THAN 30 days prior to the date fixed for any such redemption, unless the Purchaser (as defined in the Ordinance) is the sole Registered Owner of all of the outstanding principal amount of the Certificates, the City shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Certificate to be redeemed at its address as it appeared on the Registration Books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of the Certificates. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates. If due provision for such payment is made, all as provided above, the Certificates thereby automatically shall be treated as redeemed prior to its scheduled maturity, and it shall not bear interest after the date fixed for redemption, and it shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof. As provided in the Ordinance, this Certificate may, at the request of

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

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

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

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said City, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate, together with other obligations of the

City, is additionally secured by and payable from the surplus revenues of the City's Waterworks and Sewer System, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or part of the Net Revenues of the City's Waterworks and Sewer System, which amount shall not exceed \$1,000 all as provided in the Ordinance.

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

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

City Secretary

Mayor

(CITY SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

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

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

Dated

REGIONS BANK
Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

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

Please insert Social Security or Taxpayer
Identification Number of Transferee

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

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

Dated: _____

Signature Guaranteed:

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

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

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

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

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

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL CERTIFICATE

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

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

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

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

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
-------------	-------------------------	-----------------------

(Information from Sections 2 and 3 to be inserted)

The City promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Closing Date at the respective Interest Rate per annum specified above. Interest is payable on February 1, 2022 and semiannually on each August 1 and February 1 thereafter to the date of payment of the principal installment specified above; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

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

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

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

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

Section 8. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate")

within the meaning of this Ordinance, except to the extent provided in subsections (c) and (e) of this Section 8, when payment of the principal of such Certificate, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the City with the Paying Agent/Registrar or an eligible trust company or commercial bank for the payment of its services until all Defeased Certificates shall have become due and payable or (3) any combination of (1) and (2). At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

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

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

(d) Notwithstanding anything elsewhere in this Ordinance, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or an eligible trust company or commercial bank pursuant to this Section for the payment of Certificates and such

Certificates shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Certificate affected thereby.

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

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

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

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

shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

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

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

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter B of Chapter 1206, Texas Government Code, this Section 9 of this Ordinance shall constitute authority for the issuance of any such replacement Certificate without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such Certificate is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificate in the form and manner and with the effect, as provided in Section 4(a) of this Ordinance for the Certificates issued in conversion and exchange for other Certificates.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF THE CERTIFICATE; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The Mayor of the City Council of the City is hereby authorized to have control of the Certificate initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificate pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificate said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificate, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel and the assigned CUSIP numbers, if any, may, at the option of the City, be printed on the Certificate issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Certificate. In addition, if bond insurance is obtained, the Certificate may bear an appropriate legend as provided by the insurer.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES. (a) Covenants. The City covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

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

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

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

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

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

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

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

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

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

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

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

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

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

(c) Proceeds. The City understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) [and] proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the City Manager or Director of Finance to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the City, which may be permitted by the Code as are consistent with the purpose for the issuance of the

Certificates. This Ordinance is intended to satisfy the official intent requirements set forth in Section 1.150-2 of the Treasury Regulations.

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

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

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

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

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default: (i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Certificates, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the City.

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

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

Section 14. ESTABLISHMENT OF CONSTRUCTION FUND AND INTEREST EARNINGS. (a) Construction Fund. A special fund or account, to be designated the City of Bastrop Series 2021 Certificate of Obligation Construction Fund (the "2021 Construction Fund") is hereby created and shall be established and maintained by the City at a depository bank of the City. The 2021 Construction Fund shall be kept separate and apart from all other funds and accounts of the City. The Construction Fund and the Interest and Sinking Fund shall be invested in accordance with the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended, and the City's Investment Policy.

(b) Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with the Certificate proceeds for the purpose for which the Certificates are issued as set forth in Section 1 hereof or to pay principal or interest

payments on the Certificates; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 15. APPROVAL OF OFFICIAL STATEMENT. The City hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Purchaser in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement dated July 5, 2021 prior to the date hereof is confirmed, approved and ratified. The City Council hereby finds and determines that the Preliminary Official Statement and final Official Statement were "deemed final" (as that term is defined in 17 CFR Section 240.15c(2)-12) as of their respective dates.

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

Section 17. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The City shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, (i) within six months after the end of each fiscal year of the City ending in or after 2019, financial information and operating data, which information and data may be unaudited, with respect to the City of the general type included in the final Official Statement authorized by Section 15 of this Ordinance, being the information described in Exhibit "C" hereto and (ii) if not provided as part of such financial information and operating data, audited financial statements of the City, within twelve months after the end of each fiscal year of the City ending in or after 2019. Any financial statements to be so provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "A" hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide unaudited financial statements within such period, and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such statements become available.

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

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

- (b) Event Notices. The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Certificates:
- A. Principal and interest payment delinquencies;
 - B. Non-payment related defaults, if material within the meaning of the federal securities laws;
 - C. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - D. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - E. Substitution of credit or liquidity providers, or their failure to perform;
 - F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other events affecting the tax status of the Certificates
 - G. Modifications to rights of holders of the Certificates, if material within the meaning of the federal securities laws;
 - H. Certificate calls, if material within the meaning of the federal securities laws;
 - I. Defeasances;
 - J. Release, substitution, or sale of property securing repayment of the Certificates, if material within the meaning of the federal securities laws;
 - K. Rating changes;
 - L. Bankruptcy, insolvency, receivership or similar event of the City;

- M. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;
- O. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
- P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

The City shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

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

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

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS

PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

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

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

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

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consents to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Certificates. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with paragraph (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

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

Section 20. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the

Certificates, the initial sale and delivery of the Certificates, the Paying Agent/Registrar Agreement, and any insurance commitment letter or insurance policy. In addition, prior to the initial delivery of the Certificates, the Mayor, the City Secretary, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies or satisfy requirements of any bond insurer, or (iii) obtain the approval of the Certificates by the Attorney General's office.

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

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

Section 22. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

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

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

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

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

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

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

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

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

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

IN ACCORDANCE WITH SECTION 1201.028, Texas Government Code, passed and approved on the final reading on the 13th day of July, 2021.

Mayor, City of Bastrop, Texas

ATTEST:

City Secretary, City of Bastrop, Texas

[Signature Page]

EXHIBIT "A"

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

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

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

every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

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

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

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

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

EXHIBIT "B"

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT "C"

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

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

Annual Financial Statements and Operating Data

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

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

Accounting Principles

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



STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 13B

TITLE:

Consider action to approve Resolution No. R-2021-68 of the City Council of the City of Bastrop, Texas, awarding a contract with Myers Concrete Construction in the amount of Five Hundred Ninety-Six Thousand Five Hundred Forty Five Dollars and Seventy Cents (\$596,545.70) for the construction of the River Loop Sidewalk project, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management
Tony Buonodono, P.E., PMP, City Engineer

BACKGROUND/HISTORY:

The City of Bastrop River Loop Sidewalk project was designed and will be constructed in partnership with the Economic Development Corporation (BEDC) and the Texas Department of Transportation (TxDOT) in order to provide a looped trail for transportation and recreational uses. The trail will connect to a bicycle/pedestrian bridge that is part of the ongoing TxDOT improvements over the Colorado River.

FUNDING SOURCE:

The BEDC provided funding for the engineering and TxDOT grants will fund the construction of the project through the STP MM program. The STP MM program provide a reimbursable grant for the direct project construction costs.

RECOMMENDATION:

Fabiola de Carvalho, Director of Engineering and Capital Project Management recommends City Council to authorize the approval of the Resolution No. R-2021-68 of the City Council of the City of Bastrop, Texas allocating the funding in the amount of \$596,545.70 for the execution of a construction contract with Myers Concrete Construction for the construction of the City of Bastrop River loop Sidewalk Project, and authorizing the City Manager to execute all necessary documents.

ATTACHMENTS:

- Attachment A: Bid Tabulation
- Attachment B: Bowman Consulting Engineer's Recommendation for Award
- Attachment C: Myers Concrete Construction Bid Package

RESOLUTION NO. R-2021-68

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
AWARDING A CONTRACT WITH MYERS CONCRETE CONSTRUCTION IN
THE AMOUNT OF FIVE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED
FORTY-FIVE DOLLARS AND SEVENTY CENTS (\$596,545.70) FOR THE
CONSTRUCTION OF THE RIVER LOOP SIDEWALK PROJECT, ATTACHED
AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL
NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, The City Council understands the importance of public safety provided by performing infrastructure improvements that support improving mobility around the City; and

WHEREAS, The City Council understands improving mobility also improves residents' quality of life; and

WHEREAS, The City Council understands the importance of focusing on infrastructure improvements in the area of mobility; and

WHEREAS, The City of Bastrop and Bowman Consulting conducted a bid opening on June 17, 2021. After reviewing the bids and verifying references, Bowman Consulting is recommending award of a construction contract with Myers Concrete Construction for the construction of the River Loop Sidewalk Project.

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

Section 1: That the City Manager will execute the Construction Contract Agreement attached as Exhibit A, in the amount of five hundred ninety-six thousand five hundred forty-five dollars and seventy cents (\$596,545.70).

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of July, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EJCDC
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR FOR CONSTRUCTION
CONTRACT

THIS AGREEMENT is by and between City of Bastrop
(Owner) and Myers Concrete Construction
(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project, Bastrop Riverloop sidewalk, consist of the construction of shared use path in the City of Bastrop, Tx. The project would be divided in two phases. Phase I is located from Eskew & 150 to Perkins & Tx. 71, and Phase II is located from College St & Water St. to Austin St. & Main St.
The length of the project is 2,423 LF and 848 LF for Phase I and Phase II respectively.

Contractor shall take special note that this is a Field Engineered project and that detailed design direction will be provided in the field by the Field Engineer during construction. The exhibits provided illustrate the general nature and configuration of the improvements and detailed design plans will not be provided.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Downtown Main Street Sidewalk and Roadway Improvements.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Bowman Consulting (Engineer) and Field Engineering direction will be provided by Engineer, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 200 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
---------------------	--------------------	-------------	-------------------------------	-------------------	------------------

See attached for contract Bid Form.

TOTAL OF ALL ESTIMATED PRICES	five hundred and ninety six thousand, five hundred and forty five dollars and seventy cents.	\$596,545.70
	(words)	(numerals)

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and

6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0.00 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph

4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 1 to 2, inclusive).
3. Payment bond (pages 1 to 2, inclusive).
4. General Conditions (pages 1 to 39, inclusive).
6. Supplementary Conditions (pages 1 to 5, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Attachments:
 - a. Special Provisions (pages 1 to 3, inclusive).
 - b. General Notes (pages 1 to 1, inclusive).
 - c. Program Maintenance Maps (sheets A to A3, inclusive).
 - d. Program Maintenance Basis of Estimate (pages 1 to 4, inclusive).
 - e. Program Preventative Maintenance Maps (sheets B to B3, inclusive).
 - f. Program Preventative Maintenance Basis of Estimate (pages 1 to 2, inclusive).
9. Addenda (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages 1 to 1, inclusive).
- b. Work Change Directives.
- c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

10.06 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

City of Bastrop

MYERS CONCRETE

By: _____

By: Randy Myers

Title: _____

Title: VP

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: Nicole Park

Title: _____

Title: OPC mgr.

Address for giving

Address for giving

PO Box 2928

Wimberley, TX. 78676

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

License No.: 33-1107017

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

March 15th, 2020

Bastrop River Loop Sidewalk

Bid Form

Name of Company: Myers Concrete Construction, LP

Company Representative: Chase Botkin

Phone Number: 512.847.8000

Email Address: Chase@myersconcrete.com

Preparation and Demolition

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
1	A	303	SY	Remove Pavement	14.19	4,299.57
1	B	32.9	STA	Preparing Right of Way	427.89	14,077.58
2	A	166.38	SY	Removing Concrete (Pavement) up to R.O.W	25.85	4,300.92
2	C	753.73	SY	Removing Concrete (Driveways)	28.67	21,609.44
2	D	65	LF	Remove Concrete (Curb and Gutter)	10.75	698.75
2	E	6	SY	Removing Concrete Ramp	143.36	860.16
3	A	116	SY	Removing Stab Base and Asphalt Pavement (2"-6")	40.82	4,735.12
SUBTOTAL						50,581.54

Construction

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
4	A	304	CY	Grade Channel	21.21	6,447.84
5	A	372	SY	HMAC (TY-D PG70-22)	34.35	12,778.20
6	A	5	EA	Concrete Bridge	4,639.74	23,198.70
7	A	958	LF	Cut or Fill Wall (6" to 36" Height)	55.99	53,638.42
8	A	266	LF	Handrail Type A	113.58	30,212.28
9	A	44	LF	Concrete Curb & Gutter (TY II)	46.71	2,055.24
10	A	606	SY	Concrete Driveways	88.57	53,673.42
11	A	6	EA	Curb Ramps (Type 7)	1,804.56	10,827.36
14	A	189	CY	Embankment (Final, Ord Comp, Type B)	85.36	16,133.04
15	A	1	LS	Mobilization	30,000.00	30,000.00
16	A	1	EA	Survey and Stake Right of Ways	2,429.25	2,429.25
17	A	9	MO	Barricades, Signs, and Traffic Handling	1,619.50	14,575.50
22	A	2,350	SY	Concrete Sidewalks 5"	66.43	156,580.50
SUBTOTAL						412,549.75

Signing & Markings

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
12	A	2	EA	Relocate Sign	250. ⁰⁰	500. ⁰⁰
13	A	380	LF	Reflective Pavement Marking Type I	8. ¹⁰	3,078. ⁰⁰
13	B	1	EA	Reflective Pavement Type I (Symbol Only)	809. ⁷⁵	809. ⁷⁵
21	A	1	EA	ADA Sign with Aluminum Pole	1,611. ⁴⁰	1,611. ⁴⁰
SUBTOTAL						5,999. ¹⁵

Erosion & Sedimentation Control

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
18	A	4,255	SY	Block Sodding	8. ¹⁰	34,465. ⁵⁰
19	A	1,643	LF	Temp Sediment Control Fence Install	5. ²⁶	8,642. ¹⁸
19	B	1,643	LF	Temp Sediment Control Fence Remove	1. ⁶²	2,461. ⁴⁴
19	C	326	LF	Inlet Protection	5. ²⁶	1,714. ⁷⁶
20	A	87	LF	Rock Berm	56. ⁶⁸	4,931. ¹⁴
SUBTOTAL						52,415. ²⁶

Summary

Preparation and Demolition	50,581. ³⁴
Construction	412,549. ⁷⁵
Signing & Markings	5,999. ¹⁵
Erosion & Sedimentation Control	52,415. ²⁶
Allowance for Field Eng./Field Changes	\$75,000.00
Sub-Total:	
TOTAL :	596,545. ⁷⁰

Bastrop Riverloop Sidewalk Bid Totals	
CSJ: 0265-10-033, 0265-04-072, 0914-18-113	
Federal Project # STP2021(285)MM	
Bidder	Bid Amount
Myers Concrete Construction	\$596,545.70
Patin Construction	\$651,655.75
304 Construction	\$667,106.05
SB Contractors	\$691,333.76
C3 Environmental Specialities	\$1,252,785.98

* This document is released by Tirso Gonzalez P.E #123344





June 24, 2021

Mr. Tony Buonodono
City Engineer

Re: City of Bastrop Riverloop Sidewalk
Engineer's Recommendation for Award
1311 Chestnut Street
Bastrop, TX 78602

Dear Mr. Buonodono:

On June 17th, 2021, bids were received for the City of Bastrop Riverloop Sidewalk Project. Four contractor submitted qualified bid documents, including Myers Concrete Construction, Patin Construction, 304 Construction, SD Contractors, and C3 Environmental Specialties. After tabulation of the bids, the low bidder was Myers Concrete Construction with a Total Bid of \$596,545.70.

On June 24th, 2021 I called three references listed by Myers Concrete Construction in their Bid Form. Mr. Marc Zac of Terra Design Group provided positive feedback for Myers Concrete Construction for the City of San Antonio "2 Parks Improvements" saying that Myers was on time and very responsive. They brought onsite issues to the team early to avoid Change Orders. Mr. Chuck Shine of the City of San Antonio provided positive feedback for Myers Concrete Construction for the City of San Antonio "Gold Canyon Park" project. Mr. Shine said that the project went smoothly, on time, with no issues on quality of work. Mr. William Ford with the City of San Marcos provided positive feedback on the "City of San Marcos General Parks and Recreations Projects" saying that he had no problems with Myers Concrete Construction.

Based on our examination of the five bids received and our conversations with the above listed references, we recommend the construction contract for City of Bastrop Riverloop Sidewalk Project be awarded to Myers Concrete Construction. in the amount of \$596,545.70. Should you have questions or comments regarding this recommendation, please call me at (512) 672-8970.

Best Regards,

A handwritten signature in black ink, appearing to read "Tirso Gonzalez", with a stylized flourish at the end.

Tirso Gonzalez, P.E.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*City of Bastrop
1311 Chestnut Street
Bastrop, TX 78602*

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.


ARTICLE 3 – BIDDER'S ACCEPTANCE OF INSTRUCTIONS

3.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 4 – BIDDER'S REPRESENTATIONS

4.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>	<u>Signature</u>
<u>1</u>	<u>4/14/21</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 5 – FURTHER REPRESENTATIONS

5.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 7 – TIME OF COMPLETION

- 7.01** Bidder agrees that the Work will be substantially complete within 180 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within 200 calendar days after the date when the Contract Times commence to run.
- 7.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01** The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond, Certified Check, or Bank Money Order
 - B. Affidavit of Non-Collusion
 - C. List of Proposed Subcontractors
 - D. List of Proposed Suppliers
 - E. List of Project References
 - F. Required Bidder Qualification Statement with Supporting Data

ARTICLE 9 – LEFT BLANK INTENTIONALLY

ARTICLE 10 – DEFINED TERMS

- 10.01** The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 6 – BASIS OF BID

6.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

March 15th , 2020

Bastrop River Loop Sidewalk

Bid Form

Name of Company: Myers Concrete Construction, LP

Company Representative: Chase Botkin

Phone Number: 512.847.8000

Email Address: Chase@myersconcrete.com

Preparation and Demolition

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
1	A	303	SY	Remove Pavement	14.17	4,299.51
1	B	32.9	STA	Preparing Right of Way	427.29	14,077.58
2	A	166.38	SY	Removing Concrete (Pavement) up to R.O.W	25.85	4,300.92
2	C	753.73	SY	Removing Concrete (Driveways)	28.67	21,609.44
2	D	65	LF	Remove Concrete (Curb and Gutter)	10.75	698.75
2	E	6	SY	Removing Concrete Ramp	143.36	860.16
3	A	116	SY	Removing Stab Base and Asphalt Pavement (2"-6")	40.82	4,735.12
SUBTOTAL						50,581.54

Construction

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
4	A	304	CY	Grade Channel	21.21	6,447.84
5	A	372	SY	HMAC (TY-D PG70-22)	34.35	12,778.20
6	A	5	EA	Concrete Bridge	4,639.74	23,198.70
7	A	958	LF	Cut or Fill Wall (6" to 36" Height)	55.99	53,638.42
8	A	266	LF	Handrail Type A	113.58	30,212.28
9	A	44	LF	Concrete Curb & Gutter (TY II)	46.71	2,055.24
10	A	606	SY	Concrete Driveways	88.57	53,673.42
11	A	6	EA	Curb Ramps (Type 7)	1,804.56	10,827.36
14	A	189	CY	Embankment (Final, Ord Comp, Type B)	85.36	16,133.04
15	A	1	LS	Mobilization	30,000.00	30,000.00
16	A	1	EA	Survey and Stake Right of Ways	2,429.25	2,429.25
17	A	9	MO	Barricades, Signs, and Traffic Handling	1,619.50	14,575.50
22	A	2,350	SY	Concrete Sidewalks 5"	66.43	156,580.50
SUBTOTAL						412,549.75

Signing & Markings

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
12	A	2	EA	Relocate Sign	250. ⁰⁰	500. ⁰⁰
13	A	380	LF	Reflective Pavement Marking Type I	8. ¹⁰	3,078. ⁰⁰
13	B	1	EA	Reflective Pavement Type I (Symbol Only)	809. ⁷⁵	809. ⁷⁵
21	A	1	EA	ADA Sign with Aluminum Pole	1,611. ⁴⁰	1,611. ⁴⁰
SUBTOTAL						5,999. ¹⁵

Erosion & Sedimentation Control

Item Number	Description Code	Quantity	Unit	Description	Unit Price	Amount
18	A	4,255	SY	Block Sodding	8. ¹⁰	34,465. ⁵⁰
19	A	1,643	LF	Temp Sediment Control Fence Install	5. ²⁴	8,642. ¹⁸
19	B	1,643	LF	Temp Sediment Control Fence Remove	1. ⁶²	2,461. ⁶⁴
19	C	326	LF	Inlet Protection	5. ²⁴	1,714. ⁷⁶
20	A	87	LF	Rock Berm	56. ⁶⁸	4,931. ¹⁴
SUBTOTAL						52,415. ²⁶

Summary

Preparation and Demolition	50,581. ³⁴
Construction	412,549. ⁷⁵
Signing & Markings	5,999. ¹⁵
Erosion & Sedimentation Control	52,415. ²⁶
Allowance for Field Eng./ Field Changes	\$75,000.00
Sub-Total:	
TOTAL :	596,545. ⁷⁰

ARTICLE 11 – BID SUBMITTAL

11.01 This Bid submitted

by: If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: MYERS CONCRETE CONSTRUCTION (SEAL)

By: Randy Myers, Jr.
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): RANDY MYERS

A Corporation

Corporation Name: N/A (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): N/A

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in [State Where Project is Located] is / / .

A Joint Venture

Name of Joint Venture: N/A

First Joint Venturer Name: _____ (SEAL)

By:

(Signature of first joint venture partner – attach evidence of authority to

sign) Name (typed or printed): N/A

Title:

Second Joint Venturer Name: N/A (SEAL)

By:

(Signature of second joint venture partner – attach evidence of authority to

sign) Name (typed or printed): N/A

Title:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address P.O. BOX 2928 WIMBERLEY TX 78676

Phone No. 512-847-8000 Fax No. 512-847-3831

SUBMITTED on June 17, 2020 .

State Contractor License No. 33-1107017 . (If applicable)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Myers Concrete Construction, LP
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the
"Surety," are held and firmly bound unto City of Bastrop
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Bastrop Riverloop Sidewalk, # 0265-04-072
Proj. No.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as
specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract,
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the
final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing
has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 17th day of June, 2021.

Myers Concrete Construction, LP
(Principal)

BY: Randy Myers, LP
TITLE: Randy Myers, V. President

SURETEC INSURANCE COMPANY

BY: Jennifer Webb
Jennifer Webb, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jennifer Webb

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Myers Concrete Construction, LP
Obligee: City of Bastrop
Amount: \$ 550,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 27th day of October, A.D. 2020.

SURETEC INSURANCE COMPANY

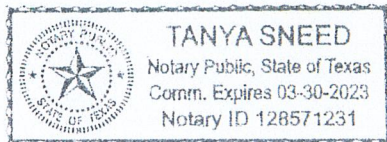
By: 
 Michael C. Keimig, President

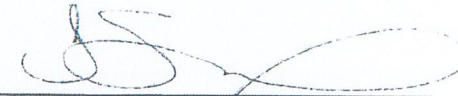


State of Texas
 County of Harris

ss:

On this 27th day of October, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




 Tanya Sneed, Notary Public
 My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 17th day of June, 2021, A.D.


 M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

SureTec Insurance Company

IMPORTANT NOTICE **Statutory Complaint Notice/Filing of Claims**

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
BASTROP COUNTY

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:



Printed Name:

CHASE BOTKIN

Title:

OPERATIONS MANAGER

Company:

MYERS CONCRETE CONSTRUCTION

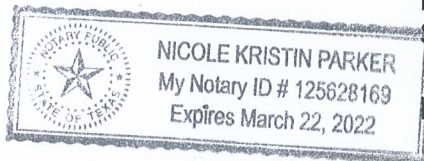
Date:

6/17/21

SUBSCRIBED and sworn to before me the undersigned authority by Chase Botkin Manager
of, Myers Concrete Construction, LP on behalf of said bidder.



Notary Public in and for the
State of Texas



My commission expires: 3/22/22

PROPOSED SUBCONTRACTORS

Myer's Concrete plans to self-perform all proposed work

PROPOSED SUPPLIERS

CMC Rebar
Lauren Concrete
Colorado Materials
Texas Corrugators

City of Bastrop Riverloop Sidewalk

June 14, 2021

ADDENDUM #1 City of Bastrop Riverloop Sidewalk

Please find attached Addendum #1 to **City of Bastrop Riverloop Sidewalk**. All questions were answered by Bowman Consulting.

Acknowledge receipt of this addendum by signing and returning this page with your proposal.



Signature

MYERS CONCRETE

Company Name

6/17/21

Date



125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

March 08, 2021

MYERS CONCRETE CONSTRUCTION, LP
PO BOX 2928
WIMBERLEY, TX. 78676

RE: TxDOT Vendor Number 12785

Dear Contractor:

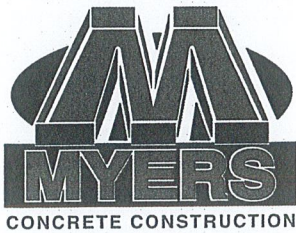
Your Confidential Questionnaire is satisfactory and qualifies you to bid on Projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2021.

Your bidding capacity has been set at \$49,155,000.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams
Director, Letting Management Section
Construction Division



MYERS CONCRETE CONSTRUCTION, LP.
P.O. BOX 2928
WIMBERLEY, TX 78676
PHONE 512-847-8000 FAX 512-847-3831
info@myersconcrete.com
www.myersconcrete.com
HUB/WBE/SBE Certified

Federal Tax ID# 33-1107017 DUNS#062410899

HUB#1331107017400/ WBE#MYE8321732/ SCTRCA#211026246/ SEBEDA#10020505

Organization Structure

Myers Concrete Construction, LP. is led by Charlene and Randy Myers. Charlene and Randy have owned and operated Myers Concrete for over 40 years.

Randy Myers oversees operations.

Chase Botkin serves as our General Manager over Field Operations & Chief Estimator

Ty Kirkpatrick assists in field as a Supervisor.

Tim Green assists in the field as a Supervisor.

Cade Patterson is Myers Concrete Technical Supervisor and Estimator.

Nicole Parker handles all the contract documents and pay applications

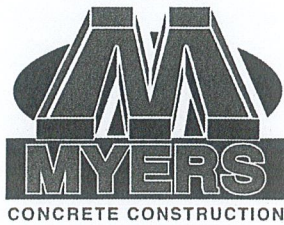
Clark Myers is in charge of purchasing, ordering, and submittals.

Becky Beaty handles all H/R, Payroll and Payables.

Contact List

Randy Myers	Vice President	512-753-6800 randy@myersconcrete.com
Chase Botkin	GM/Superintendent	512-633-5229 chase@myersconcrete.com
Ty Kirkpatrick	Asst. Supervisor	830-279-8291 ty@myersconcrete.com
Tim Green	Asst. Supervisor	512-757-0355 tim@myersconcrete.com
Cade Patterson	Sales/Estimating	512-393-1992 cade@myersconcrete.com
Clark Myers	Purchasing/Est.	512-618-1985 clark@myersconcrete.com
Nicole Parker	A/R & Contract Mgr.	512-847-8000 nicole@myersconcrete.com
Becky Beaty	P/R Manager	512-847-8000 becky@myersconcrete.com

Myers Concrete Construction, LP
2301 FM 3237 (physical) / PO Box 2928 (mailing)
Wimberley, TX. 78676
512-847-8000 Office / 512-847-3831 Fax



MYERS CONCRETE CONSTRUCTION, LP.
P.O. BOX 2928
WIMBERLEY, TX 78676
PHONE 512-847-8000 FAX 512-847-3831
info@myersconcrete.com
www.myersconcrete.com
HUB/WBE/SBE Certified

REVELANT EXPIERIENCE REFERENCE LIST

Owner: City of Marble Falls

Attn: Robert W. Moss, CPSI
Parks and Recreation Director
1808 2nd Street - Marble Falls, TX 78654
Office: 830-798-6250 Cell: 512-755-3210
Description: Excavation of apx. 8,000 CY of dirt to build man made beach, reconstruction of roadway and installation of new asphalt parking lots totaling apx. 12,000 SY of road and parking
Amount - \$3 million

**Owner: City of Wimberley –
Hidden Valley Low Water Crossing**

Contact: Chris Reed, PM with Stantec
210-525-9090 Chris.Reed@stantec.com
Contract Amount - \$1,336,860.00
Project: Concrete foundations, piers, pavement, box culverts, rock filter dams
Start 06/01/2016 Estimated Completion 11/06/2017

**Owner: City of New Braunfels –
Downtown Sidewalk Pedestrian Improvements**

Contact: Adam Michie, PE 830-221-4079
amichie@nbtexas.org
Contract Amount - \$2,119,623.00
Project: - Sidewalks, Paving, Curb & Gutter, Excavation, Brick Pavers, Curbs, Ramps, Lighting, Utilities, Driveways
Start 03/2017 Completion 10/2018

**Owner: Wimberley IS D –
Re Veg Bond**

Contact: Eddie Campbell 512-632-6687
Contract Amount - \$643,561.18
Project: Detention Pond Repair, Grading, 6 acres restroom enclosures, pavilions, benches of Re-Veg, Topsoil, & Sidewalks
Start 5/25/2016 Completion 9/30/2016

City of Seguin C/O: Atlas Construction-

Contact: Mike Ammerman, PM
Email: mrcs@tstar.net Phone 830.596.0496
Project: Concrete approximately 1 mile of full street reconstruction, including major outfall structures - \$781,225.00
Start 07/01/2018 Estimated Completion 02/2019

Owner: DeWitt County –

Republic Engineering – Jacob Helfor
361.574.7085 jake@republicvictoria.com
Project: Oil Mill Drainage Improvements - \$492,932.38
Excavation, Grading, and Stabilized apx. 1 Acre of drainage channel with gabion baskets

**Owner: City of Dripping Springs
Mercer Street Pedestrian Improvement**

Michelle Fischer, City Admin
512-858-4725 Office
511 Mercer St, Dripping Springs
Klotz Associates- Kevin Hoffman, P.E.
512-328-5771 Phone
Contact Amount – \$630,165.00
~ Project – Sidewalks, Paving, Curb & Gutter, Retain Walls, Driveways, Curb Ramps, Light Poles, Benches

**Owner: City of San Antonio
District 2 Parks Improvements**

114 W. Commerce St, San Antonio
Terra Design Group – Marc Zac 210-220-1400
Contract Amount - \$371,400.00
~ Project – Concrete Slabs, granite trails,

Owner: City of San Antonio

Gold Canyon Park

IDC – Chuck Shine 210-448-1802

Contract Amount - \$564,690.50

~ Project- Concrete trail

Owner: City of Kyle

Kerry Urbanowicz, Project Mgr.

512-262-3939 Office

Jimmy Haverda, Director of PW

512-754-4435

101 West Center Street

Kyle, TX. 78640

Approximately: 1.3 Million

~Project – Downtown Renovations, sidewalks, lamps, ramps, and parking lots, asphalt parking areas, replace fence where needed in various areas

Owner: City of Seguin

AG Hodges, Project Manager

830-401-2402 Office / 830-660-2568 Mobile

205 North River

Seguin, TX. 78155

Approximately: 150K

~Project - Downtown Renovations, City Hall Sidewalks, and parking areas

Owner: City of San Marcos Parks and Recreation

William Ford, Project Mgr.

512-393-8400 Office

401 East Hopkins

San Marcos, TX. 78666

Listed Projects:

Intersection Improvements at Charles Austin St. (10/2014) - \$49,989.99

San Marcos RR Right of Way renovation (7/2014) - \$219,259.80

Valley Gutter and Curb Replacement (9/2011) - \$23,800.00

Swift Basketball Court (9/2009) - \$34,437.25

Rio Vista Basketball Court (9/2009) - \$32,890.00

Broadway Street Park Renovations - \$51,771.00

Cemetery Fence Replacement (01/2009) - \$49,979.00

Jaycee's Park Improvement (02/2009) - \$48,670.00

Rio Vista Park Improvement (11/2009) - \$24,621.30

Neighborhood Sidewalk Improvement Project (07/2000) - \$264,206.00

Downtown Sidewalk Imp Project - \$13,880.00

San Marcos River Siphon - \$23,763.00

Owner: City of Hallettsville

Jason Cosa (Tom Donley was at the time)

City Project Manager

361-798-3681 Office

Hallettsville, TX. 77964

Approximately: \$1.3 Million on Phase II

Approximately: \$500K on Phase I

~ Project – Downtown Renovations

Phase I & Phase II (includes, sidewalks, ramps, driveways, decorative pavers)

Owner: City of Lampasas

Shane Brown

512-734-2081

312 East 3rd Street

Lampasas, TX. 76550

Approximately: 22K

Project ~ Curb, Gutter, & Sidewalk

Owner: City of Fair Oaks

Battle Intense Pathway Mobility Project

Adrian Garcia, P.E.

210-698-0900 x215

7286 Dietz Elkhorn Rd, Fair Oaks

Contract Amount - \$153,720.00

~ Project – Concrete Sidewalks

Owner: Silverleaf Resorts

Jeff Dye, Project Mgr.

214-668-9118 Mobile / 214-951-0962 Office

1221 Riverbend Drive ~ Suite 120

Dallas, TX 75247-4919

Approximately – 4 Million (within the past 5yrs)

~Project name – Hill Country Resort, under ground electrician & multiple lighting projects, Sidewalks, 15' Tall Modular Retain Wall, Handicap Ramps, Electrical, & Parking Lots, fencing around various areas.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Benchmark Insurance Group, Inc. 225 West Hopkins PO Box 1687 San Marcos TX 78667-1687		CONTACT NAME: Jennifer Webb PHONE (A/C, No, Ext): (512) 754-2700 FAX (A/C, No): (512) 754-2717 E-MAIL ADDRESS: JWebb@Benchmark-Ins.com	
INSURED Myers Concrete Construction, LP P. O. Box 2928 Wimberley TX 78676		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Companies INSURER B: Texas Mutual Insurance Company INSURER C: Hallmark Specialty Insurance Company INSURER D: Evanston Insurance Company INSURER E: INSURER F:	
		NAIC # 10677 22945 26808 35378	

COVERAGES

CERTIFICATE NUMBER: CL2142104435

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ENP 0533937	04/25/2021	04/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 0533937	04/25/2021	04/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ENP 0533937	04/25/2021	04/25/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	0001156496	04/25/2021	04/25/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C-D	Excess Liability			See Description of Operations	04/25/2021	04/25/2022	Each Occurrence: \$7,000,000 Aggregate: \$7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability broken out: Hallmark Specialty Insurance Company, Policy #77HX21977C: \$5,000,000; Evanston Insurance Company, Policy #MKLV4EUE100438: \$2,000,000

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE *****	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------------------------	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Myers Concrete Construction, LP.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☒ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

PO Box 2928

6 City, state, and ZIP code

Wimberley, TX 78676

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

33 - 1107017

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

01-24-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Your unified certification source
www.sctrca.org

February 10, 2021

Mary Charlene Myers
Myers Concrete Construction, LP
P. O. Box 2928
Wimberley, TX 78676

Dear Mary Charlene Myers:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

***SBE WBE**

Certification Number: **221026246**
Certification Expiration: **February 28, 2023**

Providing the following products or services:

NAICS 237310: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION

NAICS 238110: POURED CONCRETE FOUNDATION AND STRUCTURE CONTRACTORS

NAICS 238120: CONCRETE PRODUCT (E.G., STRUCTURAL PRECAST, STRUCTURAL PRESTRESSED) INSTALLATION

NAICS 238990: ASPHALTING, RESIDENTIAL AND COMMERCIAL DRIVEWAY AND PARKING AREA

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. **Your expiration date is February 28, 2023.**

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Charles Johnson,
Executive Director



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1331107017400
File/Vendor Number:	040277
Approval Date:	09-JUN-2017
Scheduled Expiration Date:	09-JUN-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

MYERS CONCRETE CONSTRUCTION, LP

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 09-JUN-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



City of Austin

Small & Minority Business Resources Department, 4201 Ed Bluestein Boulevard, Austin, TX 78721

Mailing Address: PO Box 1088, Austin, Texas 78767, Telephone (512) 974-7645 Fax (512) 974-7609

April 15, 2019

Charlene Myers
Myers Concrete Construction LP
P.O. Box 2928
Wimberley, TX 78676

Congratulations!

**Myers Concrete Construction LP
MYE8321732**

has been certified as a **Small Business Enterprise (SBE)**
to participate in the City of Austin's
Small Business Construction Procurement (SBCP) Program.

Your SBE certification is valid for one (1) year, expiring on **03/21/2020**.

Recertification as an SBE is contingent on submittal of a sworn affidavit of continuing eligibility including any supporting documentation to the City of Austin's Small & Minority Business Resources Department (SMBR) prior to your certification anniversary.

Failure to submit the recertification documents will result in loss of your SBE certification and your firm will no longer be included on the availability list for SBE projects.

As a City of Austin registered vendor, you are responsible for maintaining accurate information on your vendor profile. You are asked to update *any changes* related to your business in the City's Vendor Connection system at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm. You can perform these changes daily from 7:00AM to 7:00PM. If you need assistance making changes, please contact Vendor Registration at (512) 974-2018 or by email at vendorreg@austintexas.gov.

Thank you for your interest in the program and we wish you continued success. Please contact the Certification Office at (512) 974-7645 if you need further information.

Sincerely,

Edward Campos
Interim Director
Small & Minority Business Resources Department

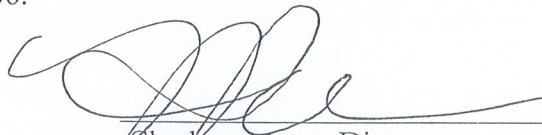
EC: ab

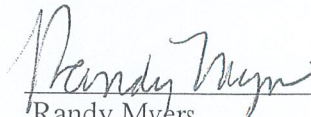
MINUTES OF THE BOARD OF DIRECTORS
MYERS CONCRETE,LLC as the General Partner of
MYERS CONCRETE CONSTRUCTION, LP

The undersigned, Charlene Myers, President, being the present director of Myers Concrete, LLC a Texas Limited Liability Company, and being named in the Limited Liability Company's Articles of Incorporation filed with the Texas Secretary of State on November 2, 2004, consents, by this writing, to take the following action, to adopt the following resolutions.

RESOLVED: that Charlene Myers shall maintain control of the above Limited Partnership as the majority owner of the General Partner. With no other business to discuss the meeting was adjourned.

Executed this the 6th day of January 2006.



Charlene Myers, Director

Randy Myers



STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 13C

TITLE:

Consider action to approve the first reading of Resolution No. R-2021-66 of the City Council of the City of Bastrop, Texas, approving a Project with John Baasch Augers and Flighting Inc. in an amount exceeding Ten Thousand Dollars (\$10,000.00) for the project; providing an effective date; and move to include on the July 27, 2021, consent agenda for a second reading.

STAFF REPRESENTATIVE:

Genora Young, BEDC Interim Executive Director

BACKGROUND/HISTORY:

The BEDC is seeking approval of a project under Section 505.158 of the Texas Local Government Code. The BEDC Board approved an Economic Development Performance Agreement with John Baasch Augers and Flighting Inc ("Developer") at a special board meeting on June 30, 2021.

Through the performance agreement, the BEDC is offering incentives to the Developer by rebating the purchase price of the property they are purchasing in the Bastrop Business and Industrial Park, upon the Developer's successful completion of the project.

POLICY EXPLANATION:

Section 505.158 of the Local Government Code mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council on two separate occasions.

FUNDING SOURCE:

Approved by Bastrop EDC Board on June 30, 2021

RECOMMENDATION:

Genora Young, BEDC Interim Executive Director, recommend approval of first reading of Resolution No. R-2021-66 of the City Council of the City of Bastrop, Texas, approving a Project with John Baasch Augers and Flighting Inc. in an amount exceeding Ten Thousand Dollars (\$10,000.00) for the project; providing an effective date; and move to include on consent agenda for second reading.

ATTACHMENTS:

- Draft Resolution R-2021-66
- Economic Development Performance Agreement
- BEDC Resolution R-2021-0009 approved June 30, 2021

RESOLUTION NO. R-2021-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROJECT WITH JOHN BAASCH AUGERS AND FLIGHTING INC. IN AN AMOUNT EXCEEDING TEN THOUSAND DOLLARS (\$10,000.00) FOR THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the BEDC Board of Directors met on June 30, 2021, and took formal action to support and provide funds for various economic development projects (the "Project") under Chapters 501 and 505 of the Texas Local Government Code; and

WHEREAS, Section 505.158 of the Local Government Code mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall have two separate readings by the City Council; and

WHEREAS, John Baasch Augers and Flighting Inc. ("Developer") desires to purchase approximately 26.5 acres of land BEDC for Nine Hundred Thousand Dollars (\$900,000.00) and develop an office complex and campus for software engineering, call center, and other business development, location, and/or expansion, as well as substantial capital improvements within the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the BEDC Board of Directors approved an Economic Development Performance Agreement with the Developer via Resolution R-2021-0009 on June 30, 2021; and

WHEREAS, the City has reviewed the June 30, 2021, actions of the BEDC related to the Project noted herein below, has considered and evaluated that project, and has found it meritorious of the Council's approval; and

WHEREAS, the BEDC desires to offer incentives to be paid in accordance with the project's goals and objections, as well as being conducted in accordance with the BEDC's strategic plan; and

WHEREAS, the BEDC is awarding more than \$10,000 for this project under this Resolution, which requires the City of Bastrop City Council to approve the project at two readings; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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, hereby approves of the Project and Resolution 2021-0009 passed by the BEDC Board of Directors on June 30, 2021.

SECTION 2. The City Manager is hereby authorized to convey a copy of this Resolution of approval, as appropriate.

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

READ and ACKNOWLEDGED on First Reading on the 13th day of July 2021.

READ and APPROVED on the Second Reading on the 27th day of July 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Bastrop Economic Development Corporation, located in Bastrop County, Texas (hereinafter called “BEDC”), a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act, and John Baasch Augers and Flighting Inc, a Nebraska for-profit entity authorized to do business in the State of Texas (hereinafter called “Developer”), otherwise known as the “Parties” to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained, capital investment, and workforce training and development are all factors to consider for any direct incentives provided or expenditures made by the BEDC under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Developer desires to purchase approximately 26.5 acres of land from BEDC for Nine Hundred Thousand Dollars (\$900,000.00) (Exhibit A attached) and develop an office complex and campus for software engineering, call center, and other business development, location, and/or expansion, as well as substantial capital improvements within the Bastrop Industrial Park, a target area for development for the BEDC; and

WHEREAS, the improvements made to Property, as proposed, will contribute to the infrastructure needs and economic development of the City of Bastrop by promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Bastrop, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the BEDC desires to offer incentives to Developer to enable Developer to develop and attract additional operations and business enterprises, and to expand its operations within the City pursuant to this Agreement in substantial conformity with the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

DS
JB

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority. The BEDC's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the BEDC. The BEDC acknowledges that Developer is acting in reliance upon the BEDC's performance of its obligations under this Agreement in making the decision to commit substantial resources to the establishment of the Project, hereinafter established.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the terminated herein or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Developer and the BEDC for the granting of funds to cover certain costs associated with the Project and specifically state the covenants, representations of the Parties, and the incentives associated with Developer's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement, which has been approved by the BEDC and the Developer as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Developer may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the BEDC unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement. Upon the Effective Date, the BEDC delegates the administration and oversight of this Agreement to the Executive Director of the BEDC, or its designee. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the BEDC.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Capital Investment” shall mean the investment of a minimum of ten million seven hundred thousand dollars (\$10,700,000) in capital improvements in the Structures.

“Certificate of Occupancy” shall mean the signed certificate issued by the City of Bastrop Planning & Development Department granting the Developer the right to occupy a Structure and confirming that the entire work covered by the permits and plans are in place.

“Closing Costs” shall mean those final costs paid by the BEDC as established on the final closing disclosure statement in the sale of the Property to Developer.

“Commencement of Construction” shall mean the issuance of the building permit.

“Effective Date” shall be the date of the last signing by a party to this Agreement.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government, or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Incentive Payment” means nine hundred thousand dollars (\$900,000.00) less Closing Costs on the Property and \$3,500.00 which represents the BEDC’s reasonable attorney’s fees associated with the closing and the negotiation of this Agreement to be paid as an incentive for developing and constructing the Structures and completing the Capital Investment.

“Property/Location” these terms, interchangeably, mean the 26.5 Acres, more or less, located at the Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1, all in Bastrop, Texas.

“Purchase Price” means nine hundred thousand dollars (\$900,000.00).

“Structures” shall mean the office complex/campus consisting of a minimum of forty thousand (40,000) square feet which may be split between multiple buildings and related improvements.

ARTICLE IV BEDC OBLIGATION

1. BEDC Performance Obligations.

BEDC shall pay the Developer the Incentive Payment within thirty (30) days following the BEDC’s receipt, from the Developer, of a copy of a Certificate of Occupancy(s) issued for the Structures and Developer’s written, notarized verification, and evidence of, the Capital Investment prior to January 1st, 2026. Payment subject to BEDC’s right to access and inspect the books and records of Developer for the purposed of ensuring compliance as to the Capital Investment.

2. Confidentiality. The BEDC agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, BEDC will not disclose the information unless required to do so by the Attorney General of Texas.

3. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the BEDC. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V PERFORMANCE OBLIGATIONS OF DEVELOPER

The obligation of the BEDC to pay the Incentive Payment shall be conditioned upon Developer’s continued compliance with and satisfaction of each of the performance obligations set forth in this Agreement.

1. Construction of Improvements. Developer shall construct the Structures.

2. Capital Investment. Developer shall make the Capital Investment into the Structures.

3. Completion Date. A Certificate of Occupancy(s) for the Structures shall be obtained, and the Capital Investment shall be completed prior to January 1st, 2026.

4. Additional Payroll or Jobs to be Created or Retained. This Agreement does not require the creation or retention of additional payroll or jobs.

5. Payment of Legal Fees. Developer commits to reimburse the BEDC for the necessary legal fees, in the amount of two hundred seventy-five dollars (\$275.00) an hour, in the preparation of any amendment to this Agreement requested by Developer. Timely payment shall be made within sixty (60) days of submittal of invoice to Developer by the BEDC or its assigns. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

ARTICLE VI COVENANTS AND DUTIES

1. Developer's Covenants and Duties. Developer makes the following covenants and warranties to the BEDC and agrees to timely and fully perform the obligations and duties contained in Article V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Developer.
 - (a) Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement.
 - (b) The execution of this Agreement has been duly authorized by Developer's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Developer's by-laws, or of any agreement or instrument to which Developer is a party to or by which it may be bound.
 - (c) Developer is not a party to any Bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary Bankruptcy proceedings.
 - (d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Developer has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Bastrop and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
 - (e) Developer shall timely and fully comply with all the terms and conditions of this Agreement.
 - (f) Developer agrees to obtain, or cause to be obtained, all necessary permits and approvals from the City of Bastrop and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Locations.
 - (g) Developer shall be responsible for paying, or causing to be paid, to the City of Bastrop and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. Developer agrees to develop the Project in

accordance with the ordinances, rules, and regulations of the City of Bastrop in effect on the date the Project was designated, unless specified otherwise in this Agreement. Developer, in its sole discretion, may choose to comply with any or all City of Bastrop rules promulgated after the Effective Date of this Agreement.

- (h) Developer agrees to commence and complete the Project in strict accordance with the Agreement.
 - (i) Developer shall cooperate with the BEDC in providing all necessary information to assist them in complying with this Agreement.
 - (j) During the term of this Agreement, Developer agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Developer shall be in Default (subject to the obligations in Article V and the remedies in Article VIII). Developer is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Developer or by a person with whom Developer contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Developer enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.
 - (k) Developer shall not be in arrears and shall be current in the payment of all City taxes and fees.
 - (l) BEDC has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.
2. BEDC's Covenants and Duties. BEDC agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the BEDC.
 3. Compliance and Default. Failure by Developer to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall relieve the BEDC of any Default and give the BEDC the right to terminate this Agreement and collect the Recapture Amount, as determined by the Board of Directors of the BEDC.

ARTICLE VII TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:
 - (a) The written agreement of the Parties;
 - (b) Completion of the obligations of the Parties; or
 - (c) Default by Developer at the option of the BEDC.

ARTICLE VIII DEFAULT/RECAPTURE

1. Developer Events of Default.

- (a) Failure of Developer to perform any term, covenant or agreement contained in Article V;
- (b) The BEDC determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to BEDC in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made;
- (c) Any judgment is assessed against Developer or any attachment or other levy against the property of Developer with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days; or
- (d) Developer makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Developer or any substantial part of its property, commences any action relating to Developer under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Developer any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Developer by any act indicates its consent to or approval of any trustee of Developer or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days.

2. BEDC Events of Default.

- (a) BEDC materially fails to fulfill an obligation set forth within Article IV.

3. Remedies for Default; Recapture.

- (a) Developer's sole remedy under this Agreement is specific performance for BEDC's default of its obligation under Section IV of this Agreement, and only in the event Developer has met all obligations satisfactory to BEDC.
- (b) In the event of Default by the Developer under subsections 1 (b), (c), or (d) under this Article prior to the Commencement of Construction, the BEDC shall have the right to terminate this Agreement and ownership of the Property shall revert to the BEDC. Upon reacquiring ownership of the Property, the BEDC shall return to Developer the Purchase Price paid for the Property less Closing Costs and \$3,500 in reasonable attorney's fees associated with the closing and the negotiation of this Agreement. Developer shall be obligated to perform any act required to assist in transferring ownership of the Property to the BEDC.

- (c) In the event Developer does not Commence Construction within one (1) year of the Effective Date of this Agreement, or longer if agreed to by the Parties, the BEDC shall have the right to terminate this Agreement, and ownership of the Property shall revert to the BEDC. Upon reacquiring ownership of the Property, the BEDC shall return to Developer the Purchase Price paid for the Property less Closing Costs and \$3,500 in reasonable attorney's fees associated with the closing and the negotiation of this Agreement. Developer shall be obligated to perform any act required to assist in transferring ownership of the Property to the BEDC.
- (d) In the event of Default after Commencement of Construction by the Developer under Article V, the BEDC may terminate this Agreement and shall have no obligation to pay the Incentive Payment.

4. Limitation on Use of Funds & Property in the Event of Default.

Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against the City of Bastrop or the BEDC.

**ARTICLE IX
MISCELLANEOUS**

- 1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The undersigned CEO or Board Chair of the BEDC shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the BEDC, on behalf of the Parties related thereto. Notwithstanding any other provision of this Agreement to the contrary, performance of either Party under this Agreement is specifically contingent on Developer obtaining a Certificate of Occupancy from the City of Bastrop at the Locations under the terms of this Agreement.
- 2. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.
- 3. Representations and Warranties. The BEDC represents and warrants to Developer that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Developer represents and warrants to the BEDC that it has the requisite authority to enter into this Agreement.
- 4. Assignment. Developer shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the BEDC. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Developer of any liability to the BEDC,

unless agreed to in writing by the BEDC, including any required indemnity in the event that any Assignee hereof shall at any time be in Default of the terms of this Agreement. The BEDC may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.

5. Independent Contractors.

- (a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Developer at no time will be acting as an agent of the BEDC and that all consultants or contractors engaged by Developer respectively will be independent contractors of Developer; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the BEDC will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Developer respectively under this Agreement, unless any such claims are due to the fault of the BEDC.
- (b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the BEDC with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- (c) No employee of the BEDC, or any board member, or agent of the BEDC, shall be personally responsible for any liability arising under or growing out of this Agreement.

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for BEDC:

Bastrop Economic Development Corporation
 Attention: Executive Director
 301 Highway 71 W, Suite 214
 Bastrop TX 78602
 jean@bastropedc.org

With a copy to:

Denton, Navarro, Rocha, Bernal, & Zech PC
 Attention: Charles E. Zech
 2500 W. William Cannon Drive, Suite 609
 Austin, TX 78745
 cezech@rampagelaw.com

If to the Developer:

John Baasch Augers and Flying Inc.
114 N. Custer Avenue
Grand Island, Nebraska 68803
(308) 382-9071
john@johnbaaschauger.com

Any Party may designate a different address at any time upon written notice to the other Parties.

7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.
 - (a) Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of Bastrop County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
 - (b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the BEDC and paid for by the Developer.
8. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.
9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in 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, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the BEDC.
10. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

11. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
12. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.
13. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
14. Indemnification.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE BEDC AND THE CITY OF BASTROP ("CITY"), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE BEDC HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF DEVELOPER TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF BASTROP, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY DEVELOPER UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE BEDC OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT DEVELOPER SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO DEVELOPER HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE BEDC.

15. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
16. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Developer, the Developer shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

[SIGNATURE PAGES FOLLOW]

DS
JB

Executed on this 28 day of June, 2021.

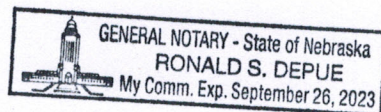
**JOHN BAASCH AUGERS
AND FLIGHTING, INC.**

By: John D Baasch
Name: John D Baasch
Title: President

STATE OF NEBRASKA }
COUNTY OF HALL }

This information was acknowledged before me on this 28 day of June,
2021, by John D. Baasch for John Baasch Augers and
a Nebraska Corporation, on behalf of said agency. Flighting, Inc.

Ronald S. Depue
Notary Public, State of NEBRASKA



Ronald S. Depue
Notary's typed or printed name
9/26/23
My commission expires

Executed on this _____ day of _____, 2021.

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

By: _____

Name: Genora Young

Title: Interim Executive Director

STATE OF TEXAS }
COUNTY OF BASTROP }

This information was acknowledged before me on this _____ day of _____,
_____, by _____ for the Bastrop Economic Development Corporation,
a Texas non-profit industrial development corporation, on behalf of said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

APPROVED AS TO FORM:

By: _____
Charlie Zech, BEDC Counsel
DNRB&Z P.C.

Exhibit A

Purchase and Sale Agreement with Amendment and Rider

[SEE ATTACHED]



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2018

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: **Bastrop Economic Development Corporation**

Address: **301 Hwy 71 W, Suite 214, Bastrop, TX 78602**

Phone: **(512)303-9700** E-mail: **jean@bastropedc.org**

Fax: _____ Other: **angela@bastropedc.org**

Buyer: **John Baasch Augers and Flighting Inc**

Address: **114 N Custer Avenue, Grand Island, NE 68803**

Phone: **(308)382-9071** E-mail: **john@johnbaaschauger.com**

Fax: _____ Other: _____

2. PROPERTY:

- A. "Property" means that real property situated in **Bastrop** County, Texas at **26.5 acres M/L TBD Jackson Street, Bastrop, Texas** (address) and that is legally described on the attached Exhibit **A** or as follows: **Bastrop Business And Industrial Park, Phase 1, BLOCK A, Lot 1 (FR), ACRES 26.5 acres M/L, includes Pipeline & LCRA Electrical Easements.**

Bastrop Industrial Park Tract located south of State Highway 71 East off of Jackson Street, Bastrop, Bastrop County, Texas.

- B. Seller will sell and convey the Property together with:
- (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
 - (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
 - (3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. SALES PRICE:

- A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing \$ **900,000.00**

(2) Sum of all financing described in Paragraph 4 \$ _____

(3) Sales price (sum of 3A(1) and 3A(2)) \$ **900,000.00**

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas**B. Adjustment to Sales Price:** (Check (1) or (2) only.)

- ☐ (1) The sales price will not be adjusted based on a survey.
- ☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ 0.78 per:☒ (i) square foot of ☒ total area ☐ net area.☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and☐ (iii) _____.(c) If the sales price is adjusted by more than 10.000 % of the stated sales price, either party may terminate this contract by providing written notice to the other party within 5 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.**4. FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- ☐ A. **Third Party Financing:** One or more third party loans in the total amount of \$ _____ . This contract:
- ☐ (1) is not contingent upon Buyer obtaining third party financing.
- ☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- ☐ B. **Assumption:** In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____ .
- ☐ C. **Seller Financing:** The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____ .

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$9,000.00 as earnest money with Independence Title Company (title company) at 301 Hwy 71 W, Ste 106, Bastrop TX 78602 (address) Ed Rivers (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
- ☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- ☐ (ii) _____ .
- Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas**6. TITLE POLICY AND SURVEY:****A. Title Policy:**

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
- ☒ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☒ Seller.
- (3) Within 14 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 35 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☒ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☐ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☐ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 14 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

- A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: N/A

- B. Feasibility Period: Buyer may terminate this contract for any reason within 45 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

- ☒ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 2,500.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

- ☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

- (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional 25 days by depositing additional earnest money in the amount of \$3,000.00 with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 20 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☒ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☒ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☒ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☒ (e) plats of the Property;
- ☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) _____

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☒ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

- E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. **LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within 20 days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than January 1, 2021 by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: N/A

Cooperating Broker: Susan Nagues Real Estate LLC

Agent: _____

Agent: Susan Nagues, Broker

Address: _____

Address: 115 Loop 150 West

Bastrop, TX 78602

Phone & Fax: _____

Phone & Fax: (512)913-9463

E-mail: _____

E-mail: snagues@sbcglobal.net

License No.: _____

License No.: 9008018 & 429381

Principal Broker: (Check only one box)

- ☐ represents Seller only.
☒ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. **Fees:** (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☐ _____ % of the sales price.

☐ _____ .

Cooperating Broker a total cash fee of:

☒ 6.000 % of the sales price.

☐ _____ .

The cash fees will be paid in Bastrop County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

- A. The date of the closing of the sale (closing date) will be on or before the later of:
- (1) ☒ 15 days after the expiration of the feasibility period.
☐ _____ (specific date).
☐ _____.
 - (2) 7 days after objections made under Paragraph 6C have been cured or waived.
- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

If Property is determined to be in a prohibited construction site due to a Houston Toad Habitat or subsurface pit/dump site, then Buyer may terminate the Contract at any time prior to Closing, and have all Earnest Money and feasibility money refunded.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
☐ enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- ☒ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- ☐ B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- ☒ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- ☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas**22. AGREEMENT OF THE PARTIES:**

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- ☒ (1) Property Description Exhibit identified in Paragraph 2;
- ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
- ☒ (3) Commercial Property Condition Statement (TXR-1408);
- ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
- ☐ (6) Addendum for Coastal Area Property (TXR-1915);
- ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- ☒ (8) Information About Brokerage Services (TXR-2501);
- ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509); and
- ☒ (10) **Environmental & Endangered Species Addendum,**

Continued... See Addendum Other 1

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on June 28, 2021, the offer will lapse and become null and void.

Commercial Contract - Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Bastrop Economic Development Corporation

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Buyer: John Baasch Augers and Flighting Inc

By: John D Baasch DocuSigned by: _____
By (signature): John Baasch
Printed Name: John D Baasch
Title: President

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Commercial Contract -Unimproved Property concerning 26.5 acres M/L TBD Jackson Street, Bastrop, Texas**AGREEMENT BETWEEN BROKERS***(use only if Paragraph 9B(1) is effective)*

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or

☐ _____ % of the sales price, or

☐ _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____

Cooperating Broker: _____

By: _____

By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: _____

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Seller.

☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

☐ the title company sends to Buyer.

☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

☐ A. the contract on this day _____ (effective date);

☐ B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____

Address: _____

By: _____

Phone & Fax: _____

Assigned file number (GF#): _____

E-mail: _____

ADDENDUM

PROPERTY: **TBD (26 +/- acres) Jackson Street, Bastrop, TX 78602**

- 1) Other
- (11)Economic Development Performance Agreement
- (12) Special Warranty Deed
- (13) Unimproved Property Amendment and Rider

Date: _____

DocuSigned by:
John Baasch
6/28/2021
Signature

Date: _____

Signature

Date: _____

Signature

Date: _____

Signature

Addendum

**COMMERCIAL CONTRACT-
UNIMPROVED PROPERTY AMENDMENT AND RIDER**

PARTIES

Seller: Bastrop Economic Development Corporation
301 Hwy 71 W, Suite 214
Bastrop, Texas 78602
(512) 303-9700
gyoung@bastropedc.org

Buyer: John Baasch Augers and Flighting Inc.
114 N. Custer Avenue
Grand Island, Nebraska 68803
(308) 382-9071
john@johnbaaschauger.com

- 1) **Application.** The terms and conditions provided for in this Commercial Contract-Unimproved Property Amendment and Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Commercial Contract-Unimproved property (the "Contract") (attached hereto) by and between the Parties and the below terms are binding on the Parties and supersede any and all other conflicting terms and/or conditions in the Contract and otherwise, whether oral or written.
- 2) **Sale Price; Incentive Payment.** Section 3 of the Contract is hereby amended to provide for the Sale Price of \$900,000.00, to be paid in cash by Buyer to Seller, and is subject to subsequent payment by the Seller to the Buyer in the form of an Incentive Payment as provided by and conditioned upon completion of Buyer's Performance Obligations contained in the Performance Agreement entered into between Buyer and Seller dated _____.
- 3) **Deed.** At closing, Seller will execute and deliver, at Seller's expense, a Special Warranty Deed conveying the Property to Buyer in fee simple.

BUYER:

DocuSigned by:
Signature: John Baasch
Print Name: John Baasch
Date: 7/1/2021

SELLER:

Signature: _____
Print Name: _____
Date: _____

Special Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: _____, 2021

Grantor: Bastrop Economic Development Corporation
Grantor's Mailing Address: 301 Hwy 71 W, Suite 214, Bastrop, Texas 78602

Grantee: John Baasch Augers and Flighting Inc.
Grantee's Mailing Address: 114 N. Custer Avenue, Grand Island, Nebraska 68803

Consideration: TEN AND NO/100 DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

Property (including any improvements):

26.5 Acres, more or less of land located on Jackson Street, Bastrop, Texas, and commonly known as BASTROP BUSINESS AND INDUSTRIAL PARK, Phase 1, BLOCK A, Lot 1 (FR), includes Pipeline and LCRA Electrical Easements, and more fully described in Exhibit A ("Land").

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration stated herein, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

Grantor:

Bastrop Economic Development Corporation
By: Genora Young

THE STATE OF TEXAS §
COUNTY OF BASTROP §

This instrument was acknowledged before me on this the _____ day of _____,
A.D. 2021 by Genora Young, Interim Executive Director, Bastrop Economic Development
Corporation.

(seal)

Notary Public

Grantee:

John Baasch Augers and Flighting Inc.

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____,
A.D. 2021 by _____, of John Baasch Augers and Flighting
Inc.

(seal)

Notary Public

RESOLUTION NO. R-2021-0009

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF A PERFORMANCE AGREEMENT WITH JOHN BAASCH AUGERS AND FLIGHTING INC.; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the "Act") authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained, capital investment, and workforce training and development are all factors to consider for any direct incentives provided or expenditures made by the Bastrop Economic Development Corporation (the "BEDC") under an agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, John Baasch Augers and Flighting Inc. ("Developer") desires to purchase approximately 26.5 acres of land (the "Property") from BEDC for Nine Hundred Thousand Dollars (\$900,000.00) and develop an office complex and campus for software engineering, call center, and other business development, location, and/or expansion, as well as substantial capital improvements within the Bastrop Business and Industrial Park, a target area for development for the BEDC; and

WHEREAS, the improvements made to Property, as proposed, will contribute to the infrastructure needs and economic development of the City of Bastrop by promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Bastrop, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the BEDC desires to offer incentives to Developer to enable Developer to develop and attract additional operations and business enterprises, and to expand its operations and locate its national headquarters within the City of Bastrop pursuant to the Agreement in substantial conformity with the Act; and

WHEREAS, the Board has reviewed the terms and conditions of a proposed Economic Development Performance Agreement ("Agreement") by and between the BEDC and Developer, and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter into such Agreement.

RESOLUTION NO. R-2021-0009

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. On this date the BEDC approved the terms of the negotiated Agreement between BEDC and the Developer attached hereto as Exhibit "A."

SECTION 3 The Board authorizes the Board Chair or the Interim Executive Director to take all necessary actions, including the execution of all necessary and related documentation to finalize the Agreement.

SECTION 4. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 30th day of June 2021.

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

Kathryn Nash
Kathryn Nash, Board Chair

ATTEST:

Sam Kier
Sam Kier, Board Secretary

APPROVED AS TO FORM:

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

RESOLUTION NO. R-2021-0009

EXHIBIT "A"

**Economic Development Performance Agreement by and between the BEDC and
John Baasch Augers and Flighting Inc.**



STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 13D

TITLE:

Hold public hearing and consider action to approve Resolution No. R-2021-65 of the City Council of the City of Bastrop, Texas, approving a Development Agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in 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:

Trey Job, Assistant City Manager of Community Development

ITEM DETAILS:

Site Address: West of FM 969 (Attachment 1)
Total Acreage: 399.9 +/- acres
Legal Description: 399.9+/- acres of the Nancy Blakey Survey, Abstract 98
Property Owner: Continental Homes of Texas, L.P.
Agent Contact: Mike Bohm, DR Horton
Existing Use: Vacant/Undeveloped
Existing Zoning: None. Extra-Territorial Jurisdiction, Viridian PID
Adopted Plan: None.
Future Land Use: Neighborhood Residential

BACKGROUND/HISTORY:

The Viridian Development is a proposed 399.9-acre development with a mix of land uses and development types that is located within the City's Statutory Extraterritorial Jurisdiction. At the January 28, 2021 meeting, City Council approved the developer's request to create a Public Improvement District for the development and established the boundaries. To establish the land uses and development standards for this PID, they are requesting a Development Agreement.

The City is the review authority for all subdivisions in the ETJ. In this area, the city can require:

1. All lots have access to a public street.
2. Access to Utilities.
3. A 720-foot grid as required in the Transportation Master Plan adopted a minimum.
4. Compliance with the Stormwater Drainage Manual.

With this Development Agreement, even though the project is the ETJ, Planning Staff and the developer have worked together to establish block standards and development types that meet

the intent of the B³ Code, with the intention of future annexation, when it is financially feasible for the City.

Within this agreement, Continental Homes is proposing a mix of development types that may be developed under separate ownership in the Concept Plan (Exhibit B).

Development Type	Acreage	Percentage of Site
Parks & Open Space	87.8 ac.	21.9%
Single- Family	264.7 ac	66.2%
Core	12.4 ac.	3.1%
Major ROW	35.0 ac.	8.7%
Total	399.9 ac	

Using the B³ Code as the base regulations, the developer has created Development Standards (Exhibit F) that define three “Development Types” D1 – Open Space, D3 – Single Family, and D5 – Core. These are the standards that will be used to review plats and building permits for the development. When/if annexed, properties will be zoned to an appropriate district in compliance with the Future Land Use Plan.

After this Development Agreement is approved, the PID Financing Agreement will be forward to City Council for review and approval on July 27, 2021.

POLICY EXPLANATION:

Development Agreements are regulated under Section 212.172 of the Texas Local Government Code. In this section the agreement can:

- (1) guarantee the continuation of the extraterritorial status of the land and its immunity from annexation by the municipality.
- (2) extend the municipality's planning authority over the land by providing for a development plan to be prepared by the landowner and approved by the municipality under which certain general uses and development of the land are authorized.
- (3) authorize enforcement by the municipality of certain municipal land use and development regulations in the same manner the regulations are enforced within the municipality's boundaries.
- (4) authorize enforcement by the municipality of land use and development regulations other than those that apply within the municipality's boundaries, as may be agreed to by the landowner and the municipality.
- (5) provide for infrastructure for the land, including:
 - (A) streets and roads;
 - (B) street and road drainage;
 - (C) land drainage; and
 - (D) water, wastewater, and other utility systems;
- (6) authorize enforcement of environmental regulations;

- (7) provide for the annexation of the land as a whole or in parts and to provide for the terms of annexation, if annexation is agreed to by the parties.
- (8) specify the uses and development of the land before and after annexation, if annexation is agreed to by the parties; or
- (9) include other lawful terms and considerations the parties consider appropriate.

The city does not further define a process or criteria to review Development Agreements in the Code of Ordinances. This agreement has been noticed in the Bastrop Advertiser and a mailed notice has been sent to properties within 200 feet of the subject property.

There have been 6 responses, one is not in favor of connecting to Woodlands Drive, one is opposed and four requested more information.

PLANNING & ZONING COMMISSION RECOMMENDATION:

At their regular meeting on May 27, 2021, the Commission reviewed the Conceptual Plan (Exhibit B) and recommended approval by a unanimous vote.

RECOMMENDATION:

Assistant City Manager Job recommends approval of Resolution No. R-2021-65 of the City Council of the City of Bastrop, Texas, approving a Development Agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2021-65
- Exhibit A – Viridian Development Agreement
- Attachment 1 - Location Map

RESOLUTION NO. R-2021-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BASTROP, A HOME RULE CITY AND CONTINENTAL HOMES OF TEXAS, L.P., A TEXAS LIMITED LIABILITY COMPANY, FOR 399.9+/- ACRES OF LAND OUT OF THE NANCY BLAKEY SURVEY ABSTRACT 98, TO THE WEST OF FM 969, LOCATED WITHIN THE CITY OF BASTROP EXTRATERRITORIAL JURISDICTION, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Owner owns approximately 399.9 acres of land, more or less, located in Bastrop County, Texas, described in the attached Exhibit "A" (the "Property"). The Property is located within the City's extraterritorial jurisdiction ("ETJ") and not within the ETJ or corporate limits of any other municipality; and,

WHEREAS, Owner, or its successors, will develop the Property as a residential development with some high-density commercial projects that will include recreational facilities, parks and greenbelt areas, as provided in this Agreement, and in accordance with the Concept Plan, attached hereto as Exhibit "A", which shows the general locations of the land use areas as currently configured and development standards that outline allowed development types and cross-section for proposed roadways; and,

WHEREAS, The City holds a Certificate of Convenience and Necessity for sewer service issued by the Texas Commission on Environmental Quality (the "TCEQ") or a predecessor agency, recognizing the City's right to provide sewer service to the Property, and the City has an agreement with AQUA Water Supply Corporation to be the retail provider of water provider to the Property as it is within the City's sewer CCN; and,

WHEREAS, The Property is not currently served by water, wastewater, drainage facilities, roads, or parks and recreation facilities, and, although there are parks and recreation facilities within the City and roads abutting the Property, there are no such facilities located upon the Property; and,

WHEREAS, The Parties desire to establish the agreed components of the land use, water, wastewater, streets, parks, drainage and other infrastructure required for the development of the Property pursuant to the Concept Plan and the Development Standards, as defined below, and the agreed process for the construction, conveyance, and financing thereof on the terms and conditions set forth in this Agreement; and,

WHEREAS, Owner shall request annexation of the Property into the corporate boundaries of the City when requested, to enable the Owner to obtain the benefits of this Agreement and to define, protect, and clarify approvals to be granted with respect to development of the Property pursuant to the Concept Plan and this Agreement; and,

WHEREAS, The Parties desire to establish certain restrictions and commitments to be imposed and made in connection with the development of the Property; to provide increased certainty to the City and Owner concerning development rights, entitlements, arrangements, and commitments, including the obligations and duties of the Owner and the City, for a period of years;

and to identify planned land uses and permitted intensity of development of the Property before and after annexation as provided in this Agreement, which is promulgated under the City of Bastrop's Home Rule Charter ("City Charter"), and state law, including, but not limited to Section 212.172 of the Texas Local Government Code.

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

Section 1: That the City Manager will execute a Development Agreement between the City of Bastrop a Home Rule City and Continental Homes of Texas, L.P. a Texas limited liability company for 399.9+/- acres of land out of the Nancy Blakey Survey, Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction attached as Exhibit A.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of July, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

VIRIDIAN
DEVELOPMENT AGREEMENT

VIRIDIAN

DEVELOPMENT AGREEMENT

THE STATE OF TEXAS

§

§

COUNTY OF BASTROP

§

This **Viridian Development Agreement** (this “Agreement”) is made and entered into by and among the **CITY OF BASTROP, TEXAS**, a home rule city (the “City”), and **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership, and its successors and assigns (the “Owner”, which term is further defined in Section 11.01). The City and Owner are sometimes each individually herein revered as a “Party” and sometimes collectively herein referenced as the “Parties”.

RECITALS

A. Owner owns approximately 399.9 acres of land, more or less, located within the City’s extraterritorial jurisdiction (the “ETJ”) in Bastrop County, Texas, as more particularly described on Exhibit “A-1” and Exhibit “A-2” attached hereto (the “Property”).

B. Owner plans to develop a mixed-use development (the “Project”) as generally depicted on the Concept Plan attached as Exhibit “B”.

C. Owner and the City intend that the Project be developed as a high-quality, mixed-use development, including residential, commercial and civic uses, as well as parkland, open space, and other amenities pursuant to Development Standards contained in this Agreement.

D. Owner and the City have held discussions regarding the long-term development of the Property, and desire to define, protect and clarify the City’s jurisdiction and regulatory authority with respect to the Project through this Agreement.

E. The City has created a public improvement district (the “PID”) called the “Viridian Public Improvement District”, which covers the Property and the Additional Property, and will finance infrastructure to support the Project in a financially feasible manner in accordance with Chapter 372 of the Texas Local Government Code (the “PID Act”) and all other applicable state law.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City and Owner agree as follows:

ARTICLE I. RECITALS

Section 1.01. Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II. DEFINITIONS

Section 2.01 Terms Defined in this Agreement. In this Agreement, each of the following terms shall have the meanings indicated:

“Additional Land” shall mean the approximately ten (10) acres of land described on Exhibit “A-3” attached hereto.

“Applicable City Code” shall mean the provisions within the City Code that apply to property located within the ETJ and as expressly identified as being applicable or modified under the terms of this Agreement (e.g. transportation, infrastructure and drainage).

“Applicable Requirements” shall mean the applicable federal, state and local laws, rules and regulations.

“Assessment Levy Request” means a written request made by Owner to the City to levy Special Assessments for the Property (or an applicable portion thereof).

“Assessment Ordinance” shall mean an ordinance adopted by the City Council approving a Service and Assessment Plan (SAP) (or such amendments or supplements to the SAP) and levying Special Assessments.

“Association” shall mean a community group that is organized with respect to the Property in which individual owners of lots share common interests and responsibilities for costs and upkeep of common space or facilities. The group may take the form of a Property Owners Association or Home Owners Association.

“Authorized Improvements” means those improvements to be funded by the PID as described under Texas Local Government Code Section 372.003.

“Bond Issuance Request” means written request made by Owner to the City to issue PID Bonds.

“City” shall mean the **City of Bastrop** a Texas home rule city.

“City Code” shall mean the City of Bastrop Code of Ordinances in effect as of the Effective Date.

“City Council” shall mean the City Council of the City or any successor governing body.

“City Manager” shall mean the person engaged by the City to serve in the capacity of the City Manager.

“Commercial Property” shall mean areas designated as “CORE” within the Project, that may be used for commercial purposes.

“Concept Plan” shall mean the concept plan for the Project attached as Exhibit “B”, as it may be amended from time to time in accordance with this Agreement.

“County” shall mean Bastrop County, Texas.

“Dwelling Unit” means a home, mobile home, duplex unit, apartment unit, condominium unit, or any dwelling unit in a multiunit residential structure. It also means a “dwelling” as defined by Section 92.001 (Definitions) under the Texas Property Code.

“Effective Date” and similar references shall mean the date defined in Section 15.01 of this Agreement.

“Environmental Regulations” shall mean any and all Applicable Requirements, ordinances, laws, rules, or requirements designed to regulate water quality, air quality, and use of natural resources, land conservation, wildlife conservation, or other environmental matters.

“Final Plat” shall mean a document created and approved in accordance with the City Code which provides detailed geographic information and associated text indicating property boundaries, easements, Streets, utilities, Drainage, and other information and recorded in the County plat records after approval by the City.

“Force Majeure” shall have the meaning ascribed in Section 15.10 of this Agreement.

“LUE” shall mean Living Unit Equivalent.

“Major Amendment” shall have the same meaning as the term is used in Section 5.03 of this Agreement.

“Minor Amendment” shall have the same meaning as the term is used in Section 5.03 of this Agreement.

“Notice” shall have the meaning ascribed in Section 15.07.

“Parkland” shall mean the parkland and open space within the Project as generally described and/or depicted on Exhibit “D” attached hereto.

“PFA” shall have the meaning ascribed in Section 10.01 of this Agreement.

“PID Act” shall mean Chapter 372 of the Texas Local Government Code.

“PID Bonds” shall mean means each series of special assessment revenue bonds issued by the City to finance costs of improvements authorized under Texas Local Government Code, Chapter 372.

“Preliminary Plat” shall mean a document created and approved in accordance with the Applicable City Code which determines the general layout of the proposed subdivision in order to facilitate review by the Planning & Zoning Commission of the proposed subdivision’s streets and drainage system, easements, utilities, building lots, and other lots including open space.

“Project” shall mean the development of the Property as a mixed-use development, as depicted on the Concept Plan attached as Exhibit “B”.

“**Project Engineer**” shall initially mean BGE, Inc. or such other project engineer selected by the Owner from time to time.

“**Property**” shall mean the land described on Exhibit “A-1” and “A-2” attached hereto.

“**Public Improvement District**” or “**PID**” shall mean the Viridian Public Improvement District created by the City pursuant to Resolution No. _____ and pursuant to Texas Local Government Code, Chapter 372.

“**Public Improvement Plan Agreement**” shall mean as subdivision construction agreement, detailing the requirements for construction and acceptance/approval of public and utility infrastructure, as required by City Codes.

“**Roadway Standards**” shall mean standards for how roadway and streets are constructed within the Project as more particularly described in the Development Standards attached hereto as Exhibit “H” and made a part hereof. How the Project follows the intent of multi modal transportation and the City’s grid system is depicted on Exhibit “G”.

“**SAP**” shall have the meaning ascribed in Section 10.02.

“**Special Assessments**” means the assessment levied against all or a portion of the Property pursuant to an Assessment Ordinance.

“**Term**” shall have the meaning ascribed in Section 15.02.

“**Wastewater Facilities**” shall have the meaning ascribed in Section 6.01.

“**Water Facilities**” shall have the meaning ascribed in Section 6.06.

ARTICLE III.

JURISDICTIONAL AUTHORITY AND VESTING RIGHTS

Section 3.01 Jurisdiction. The City shall provide the review and approval for the aspects of the Project.

Section 3.02 Intentionally Deleted.

Section 3.03 Chapter 245 Permit. The City acknowledges the importance to Owner of having certainty and predictability of development regulations while planning such an extensive project that will be developed over multiple years. Likewise, Owner recognizes the City’s need over time to modify its existing development regulations in response to the requirements of a growing city. As a result, Owner shall have statutory authority to develop the Project on the Property in accordance with the terms of this Agreement. The Project shall be deemed grandfathered (i.e. vested and rights shall accrue) from the Effective Date of this Agreement up until the termination date of this Agreement, in accordance with the City Code, Article 1.20. The approved Preliminary Plat shall constitute the first (Permit) in a series of applications for the purpose of vesting as contemplated in Chapter 245 of the Texas Local Government Code and as authorized by Section 212.172(g) of the

Texas Local Government Code. To the extent any such standards or other criteria specified in this Agreement are in conflict with any other current or future provisions of the Applicable City Code or any other City ordinances, policies or requirements, this Agreement shall govern. A vested right under this Agreement shall not apply to zoning, uniform building, fire, electrical, plumbing, or mechanical codes of the type typically found in the City Code, and amendments to the City Code. Permit applications shall be evaluated according to ordinances in effect at the time of application for the individual permit. However, Owner and City may agree that the applicable submission for a permit or approval be evaluated in accordance with the requirements of a subsequent City ordinance, regulation, or rule.

Section 3.04 Owner's Rights to Continue Development. In consideration of Owner's agreements set forth in this Agreement, the City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development of the Project or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting Preliminary Plats, Final Plats, construction plans or other necessary approvals, for the Project. This Agreement on the part of the City will not apply to temporary moratoriums: (a) due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency, or (b) authorized by Chapter 212 of the Texas Local Government Code.

ARTICLE IV. **LAND USE**

Section 4.01 Regulations. All development within the Property shall generally comply with: (a) the Concept Plan attached hereto as Exhibit "B"; (b) the Development Standards, unless otherwise stipulated or modified herein; and (c) the terms and conditions of this Agreement, including any Exhibits attached hereto.

Section 4.02 Intentionally Deleted.

Section 4.03 Condominium Plats. The City shall permit the use of condominium plats and condominium regimes in the Project, subject to the regulations and processes, if any, in the Applicable City Code.

ARTICLE V. **CONCEPT PLAN, APPLICABLE DEVELOPMENT REGULATIONS AND RELATED MATTERS**

Section 5.01 Development Standards. The Project shall be developed in accordance with the Development Standards attached hereto as Exhibit "F". To the extent that any current or future City development regulations conflict with this Agreement or the Development Standards, this Agreement and the Development Standards shall prevail unless otherwise agreed to by Owner.

Section 5.02 Amendments. The Project comprises a significant land area and its development will occur in phases over a number of years. **Owner may make major or minor amendments to the Preliminary Plat upon approval by the City.** "Major Amendments" shall be those that (i) increase the overall number of lots by more than twenty percent (20%) of the lots depicted

on the Preliminary Plat, or (ii) a change to the general alignment of any roadway identified on the Preliminary Plat, or (iii) or a change to the Concept Plan that converts more than twenty percent (20%) of the land area in the Project to commercial use. Major amendments to the Concept Plan or Preliminary Plat shall require approval by the Planning and Zoning Commission, which approval will not be unreasonably withheld or delayed. “Minor Amendments” are all amendments that do not meet the definition of Major Amendments. Minor amendments may be administratively approved by the Assistant City Manager of Development Services. If the Assistant City Manager and Owner dispute the classification of an amendment as major or minor, the issue shall be referred to the City Manager for final determination. Amendments to the Preliminary Plat shall be considered a waiver of Owner’s vested rights as described in Section 3.03 as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same “project” pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245.

Section 5.03 Duration. Approval for the Project when submitted to and approved by the City, will remain in effect for the Term of this Agreement as long as the Project is not dormant pursuant to Chapter 245 of the Texas Local Government Code, and has not changed to the point it would not be the same “project” pursuant to Chapter 245 of the Texas Local Government Code or case law interpreting Chapter 245, subject to the terms and conditions of this Agreement, regardless of whether all or any portion of the Property is annexed or zoned.

Section 5.04 Parks, Trails and Open Space Dedication. Exhibit “D” attached hereto depicts the parks, trails, and open space plan for the Project. The parks, trails, and open space within the Project shall be for the use of residents of the Project and portions of the parks, trails, and open space will be open to the general public; however all parks, trails and open space shall be maintained by the Owner (or Owner's elected Association) until all PID Bonds issued for the Project and/or Special Assessment have been paid in full. It is acknowledged and agreed that the representations and locations of the parks, trails, and open space on Exhibit “D” are for illustrative purposes only and may not reflect the actual locations thereof in the final development. Regardless of the foregoing, there will be at least eighty-seven (87) acres of parkland and/or open space within the Project. The foregoing commitment to have at least eighty-seven (87) acres of open space within the Project shall satisfy all parkland requirements of the City and no additional parkland dedication, parkland fees or “fees in lieu” shall be required by the City for the Project. The amenity center depicted on Exhibit “D” will be private and only for the use of the residents of the Project

Section 5.05 Permitting. The City shall cooperate with Owner to expeditiously process and review all development applications related to the development of the Project.

Section 5.06 Building Permit. All vertical buildings located in the Project shall be reviewed, inspected and approved/permitted by the City. The Owner may “prairie build” for up to a total of 5 model homes and 5 spec homes per phase of the Project prior to the City’s acceptance of infrastructure (including utilities) but shall obtain a building permit from the City.

Section 5.07 Association. Owner will create one or more Associations, and shall establish bylaws, rules, regulations and restrictive covenants (collectively the “Association Regulations”) to assure the Association performs and accomplishes the duties and purposes required to be performed and accomplished by the Association pursuant to this Agreement. The owner of each lot in the Project shall be required to be a member of the Association and the Association Regulations will require the

periodic dues and assessments provide the funds required for the maintenance of the parks, trails, open space and other amenities of the Project, as well as to provide funds required for the management and operation of the Association.

Section 5.08 Fire Services. Owner understands that the City does not currently provide primary fire protection services. Fire protection services are provided by Bastrop County Emergency Services District No. 1. The Owner agrees to waive services from the City of Bastrop Fire Service for all of the Property until such time as the Property is annexed into the City; provided however, if requested by the City prior to annexation of the Property, the Owner will request to be released from the Bastrop County Emergency Services District No. 1 and the City of Bastrop Fire Service shall thereafter provide fire protections services to the Property.

ARTICLE VI

WATER AND WASTEWATER

Section 6.01 Wastewater Facilities. The Owner will design and construct the offsite wastewater facilities, as well as the onsite wastewater facilities, all as more particularly described on Exhibit “E” attached hereto (the “Wastewater Facilities”). The Owner will design and construct a lift station onsite with a force main connecting to the City’s existing gravity wastewater facilities as depicted on Exhibit “E”. The Owner will have the option to design, permit, fund and construct a wastewater treatment plant on the Property to treat a portion of wastewater flows generated by the Project. The City will be provided construction drawings for permitting review, but standards and specifications for the plant will not exceed TCEQ chapter 217 requirements. If the Owner elects to build the wastewater treatment plant on the Property, the City will accept ownership and maintenance of the on-site wastewater treatment plant and allow its operation under the City’s existing TPDES permit and irrigation under the City’s existing 210 Beneficial Re-Use permit. Upon the City’s completion of the new Wastewater treatment plant (Permit No. WQ0011076002), 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 LUE’s). Approval of any subdivision plat of property 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 plat approval. All 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.

Section 6.02 Conveyance Wastewater Facilities. Upon Owner’s completion of construction of Wastewater Facilities, and the City’s acceptance of such Wastewater Facilities, the Owner will convey the Wastewater Facilities to the City, on forms approved by the City and at no cost to the City, subject to the City obligation to provide wastewater service to the Project. The City agrees

that its acceptance of such Wastewater Facilities and the related assignments will not be unreasonably withheld, conditioned or delayed as long as the Wastewater Facilities have been constructed in accordance with plans approved by the City. Upon such conveyance, acceptance, and the Owner's providing a maintenance bond for two years, the City agrees to operate and maintain such Wastewater Facilities to provide service to the Project in accordance with this Agreement.

Section 6.03 Wastewater Service Agreement. The City, or a successor or assign, will provide wastewater service to all customers within each phase of the Project subject to the conditions stated in this Agreement and the City's policies and ordinances, relating to each customer obtaining and maintaining retail wastewater service from the City.

Section 6.04 Intentionally Deleted.

Section 6.05 Connection Fees. Water and Wastewater connection fees for any given portion of the Project will be assessed at the time of execution of the Public Improvement Plan Agreement. The water connection and impact fees shall be in accordance with Applicable City Code at the time of the execution of the Public Improvement Plan Agreement and paid at the time of final platting.

Section 6.06 Water Service. The City agrees that it will have (or will have contracted for) sufficient water capacity to serve the Project (approximately 1,600 LUE's). Approval of any subdivision plat of property within the Project shall include an engineering analysis by the City (paid for by Owner) that sufficient water capacity is available to serve the platted lots at the time of plat approval. Owner, at Owner's expense, will connect to the approved water line to provide service to the Project. It is not intended that any other extension of City water facilities will be necessary to provide service to the Project, however, if any additional water facilities are needed, those shall be referred to herein as the "Water Facilities". All Water 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 water 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 obtain any and all necessary easements required for the installation of the Water Facilities that provide a regional benefit to the City and its residents accruing from such Water Facilities. The City agrees 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. The City's cost of acquiring any required easement by eminent domain will be at the City's sole cost and expense

Section 6.06 Wastewater Reclamation. Owner shall have the right, but not the obligation, to use a portion of the Property for a wastewater reclamation treatment facility. Owner shall also have the right to use the existing TPDES permit and existing 210 Beneficial Re-use permit held by the City to allow Owner to treat the water from the Property and provide reclaimed water to the Property. Treated effluent from the onsite wastewater treatment plant will become property of the Owner who will provide storage and pressurization facilities at its own expense.

ARTICLE VII.
DEVELOPMENT PROCEDURES

Section 7.01 Development Process. Owner agrees to waive the requirements of any state mandated processes or timelines (including SB 3167, known as “the shot clock bill”) and is requesting an alternate review process. The development review process is as follows:

1. Preliminary Infrastructure Plan
2. Preliminary Drainage Plan
3. Preliminary Plat
4. Final Drainage Plan
5. Public Improvement Plan
6. Public Improvement Plan Agreement
7. Final Plat
8. Site Development Plan
9. Building Permits

The alternate process is as follows:

- Concurrent review of items 1, 2, & 3 and 4, 5, & 6
- Execution of the Public Improvement Plan Agreement
- Final Plat
- Site Development or Residential plan review (as necessary)
- Building permit

ARTICLE VIII.
TRANSPORTATION

Section 8.01 Roadways. The streets and roadways within the Project shall be designed and constructed in accordance with the Roadway Standards contained in Development Standards.

Section 8.02 Dedication of Roadways. Owner shall dedicate all roadways within the Project to the County.

ARTICLE IX.
ANNEXATION

Section 9.01 Annexation by City. Owner and the City hereby agree to the annexation of the Property into the City's corporate city limits, as permitted by Section 212.172(b) (7) of the Texas Local Government Code and intend that this Agreement provide for the annexation of the Property for all purposes and shall constitute Owner's vote for Annexation. Further notwithstanding the above, annexation of the Property shall occur in phases, but no section of the Property may be annexed until the final plat for that applicable section of the Property is recorded and it is financially feasible for the City to annex the applicable section.

Section 9.02 Zoning of Annexed Land. The land use regulations described in Article IV are found to be consistent with the City’s comprehensive plan for the area. Contemporaneously with the annexation of portions of the Property into the City’s corporate city limits, the City will zone such

annexed portions of the Property in a manner consistent with the land use regulations with the most similar zoning placetype.

Contemporaneously with the annexation of portions of the Property into the City's corporate city limits, the City will zone such annexed portions of the Commercial Property in a manner compatible with the City's current land use regulations and any and all non-conforming uses shall remain allowed until they are discontinued.

ARTICLE X.

PUBLIC IMPROVEMENT DISTRICT

Section 10.01 Public Improvement District. A petition to create a PID for the Property, the NEU Innovation Tract and the Additional Land was previously submitted to the City and the City created the Viridian Public Improvement District on _____, 2021. The City may, in its discretion and using its best efforts, initiate and approve all necessary documents and ordinances required to effectuate this Agreement, and to levy assessments generally in accordance with the terms described in Exhibit "I" attached hereto. The Owner has prepared, and the City will consider the approval of the PID Financing Agreement (the "PFA") concurrently with this Agreement and thereafter the Service and Assessment Plan (defined below) providing for the levy of the assessments on the Property. The PID proceeds will be used to fund all or a portion of the Authorized Improvements.

Section 10.02 PID Bond Issuance. It is intended that the City will issue PID Bonds in more than one series solely for the purposes of acquiring or constructing Authorized Improvements. The Owner may request issuance of PID Bonds by submitting a Bond Issuance Request and providing the City with a list of the Authorized Improvements to be funded with the PID Bonds and the estimated costs of such Authorized Improvements. The Owner has executed a professional services agreement that obligates the Owner to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bonds. The issuance of PID Bonds is subject to the following conditions:

(1) the adoption or amendment of a service and assessment plan (the "Service and Assessment Plan") and an Assessment Ordinance levying assessments on all or any portion of the Property benefitted by such Authorized Improvements in amounts sufficient to pay all costs related to such PID Bonds;

(2) the aggregate principal amount of PID Bonds issued and to be issued shall not exceed amounts sufficient to fund the Authorized Improvements and stated in the PID Petition;

(3) each series of PID Bonds shall be in an amount estimated to be sufficient to fund the Authorized Improvements or portions thereof for which such PID Bonds are being issued;

(4) the Owner, at the request of the City, providing an appraisal and feasibility report;

- (5) a minimum Value to Lien ratio of 3 to 1;
- (6) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas; and
- (7) construction (i.e. upfront) bonds may be used.

Section 10.03 PFA and SAP. The Parties acknowledge that the PFA and SAP will provide additional information on the PID and all aspects of the PID financing. The PFA and/or the SAP (as applicable) will control when in conflict with the provisions of this Agreement.

ARTICLE XI. **AMENDMENTS TO THE AGREEMENT**

Section 11.01 Amendments to Agreement. This Agreement may be amended only by a written agreement signed by the City and Owner, or all the then-current owners of all portions of the Property (other than the individual owners of occupied single-family, duplex, townhomes and single family residential lots); provided, however, an owner of a portion of the Property (other than an individual owner of an occupied single family, duplex, townhouse or attached single family residential lot) and the City may amend this Agreement as it relates solely to such owner's parcel without the joinder of any other landowner. If this Agreement is amended for the benefit of another owner of a portion of the Property, any default under such amendment shall not constitute a default under this Agreement.

ARTICLE XII. **REPRESENTATIONS AND WARRANTIES**

Section 12.01 Authority, No Conflict. This Agreement constitutes the legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms. Owner has the authority and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

Section 12.02 Performance. Owner and the City will reasonably cooperate with one another to accomplish the intent and purposes of this Agreement and will perform each and all of its respective duties and responsibilities pursuant to this Agreement.

Section 12.03 Organization and Good Standing. The Owner is a duly organized and validly existing limited liability company and is in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement. The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under this Agreement.

Section 12.04 Authority; No Conflict. This Agreement constitutes the legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has

the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

ARTICLE XIII

DEFAULT AND REMEDIES FOR DEFAULT

Section 13.01 Preventative Default Measures. The Parties presently enjoy a good working relationship and understand the meaning and intent of this Agreement; however, the Parties recognize that individual representatives of each of the Parties will likely change over the course of this Agreement. The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the Term be assigned directly to the Assistant City Manager of Development Services. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon Owner's request, the Assistant City Manager shall convene a meeting of the Parties as soon as reasonably practical and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement.

Section 13.02 Default. It shall be a default under this Agreement if either Party shall fail to perform any of its obligations under this Agreement or such failure shall remain uncured following the expiration of thirty (30) days after written notice of such failure from the other Party. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question.

Section 13.03 Default Unique to the City. In addition, the City shall be in default under this Agreement if, after reasonably adequate time for review and processing, City staff unreasonably withholds the release of any proposed development permit or approval, utility service extension request and/or development application with respect to the Project that complies with the terms of this Agreement and that the City's staff is authorized to approve administratively. The failure or refusal of the City Council or any board or commission of the City to timely approve any such amendment, modification, permit or application that is consistent with this Agreement and the Applicable Requirements shall constitute a default under this Agreement. The City shall also be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the Project that are in conflict with or limit the express provisions of this Agreement. The City shall not, however, be in default based upon the imposition of requirements, standards, moratoria, interim development controls or temporary moratoria that are required by the Applicable City Code, a state or federal law, rule, regulation or administrative directive outside of City's control.

Section 13.04 Remedies Between the City and Owner. If a Party contends that the other Party is in default of this Agreement, the non-defaulting Party shall give written notice of such contention to the defaulting Party, specifying the nature of the alleged default, and allow the applicable time period for cure of the default set forth in Section 13.02 above. The defaulting Party shall either cure the alleged default timely, or if the non-defaulting Party and defaulting Party agree in writing for an extension of the time to cure, not later than the extended cure deadline, or, within the time for cure stated in the non-defaulting Party's initial notice of default, give written notice to the non-defaulting Party denying the existence of the alleged default and invoking the following dispute resolution mechanisms. If both Parties shall mutually agree to submit to mediation, they shall attempt to resolve the dispute amicably. If mediation is unsuccessful or if one or both of the Parties decline to engage in

mediation, then either Party may institute legal proceedings in a state district court in Bastrop County, Texas, pursuing all available remedies at law or equity, including without limitation a suit for specific performance and/or a Writ of Mandamus in the event of a default by the City. All matters of fact and law shall be submitted to and determined by the court (subject to appeal). Each party shall pay its own costs and attorney fees.

Section 13.05 No Liability For Actions of Others. Except as expressly set forth herein: (a) the liabilities, obligations and responsibilities of each owner of the Property or any portion thereof, their successors and assigns, under this Agreement are several, and not joint; and (b) no owner of the Property or any portion thereof, or successor or assign, will be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or by any person acting by, through or under such owner or successor or assign.

Section 13.06 Intentionally Deleted.

Section 13.07 Breach of Contract. It shall be a breach of contract if the City issues any permit (i.e., municipal approval) to the Owner, successor, or assign, and the Owner, successor, or assign builds contrary to the issued permit.

Section 13.08 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party.

Section 13.09 Reservation of Rights. To the extent not inconsistent with the terms of this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

ARTICLE XIV.

INTENTIONALLY DELETED

ARTICLE XV.

MISCELLANEOUS PROVISIONS

Section 15.01 Effective Date. The Parties agree that the “Effective Date” of this Agreement shall be the date on which this Agreement is executed by both Parties.

Section 15.02 Term. This Agreement shall commence and bind the Parties on the Effective Date and continue until a date which is twenty (20) years after the Effective Date, unless sooner terminated by express written agreement executed by both Parties or an event of default causes this Agreement to terminate early or extended by express written agreement executed by both Parties (as may be extended pursuant to this Section 15.02, the “Term”). The Term shall be automatically extended for an additional twenty (20) years at the end of the original terms unless otherwise agreed to by the Owner and the City in writing.

Section 15.03 Termination. This Agreement may be terminated as to all of the Property only by express written agreement executed by the City and Owner, or all the then current owners of all portions of the Property (other than owners of occupied single family, duplex, townhouse, or attached

single family residential lots). This Agreement may be terminated as to a portion of the Property only by express written agreement executed by the City and the owners of such portion of the Property affected by the termination; provided that if Owner still owns any portion of the Property, Owner must consent in writing to such termination. In the event this Agreement is terminated by mutual agreement of the Parties or by its terms, the Parties shall promptly execute and file of record in the Official Public Records of Bastrop County, Texas, a document confirming the termination of this Agreement, and such other documents as may be reasonably appropriate to reflect the basis upon which such termination occurs.

Section 15.04 Agreement Binds Succession and Runs with the Land. This Agreement shall bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except as expressly set forth in this Agreement. A Memorandum of Agreement, substantially similar to the form of Exhibit "J" shall be recorded in the real property records of Bastrop County, Texas.

Section 15.05 Assignment.

a. This Agreement and the rights and obligations of Owner hereunder may be assigned by Owner to an affiliate of Owner or to a development single purpose entity without the consent of the City, provided that the assignee assumes all of the obligations of Owner hereunder. Upon assignment to a development single purpose entity, that entity shall be the "Original Owner" for all purposes hereof.

For assignments to anyone other than an affiliate or a development single purpose entity as provided above, Owner may, at its sole and absolute discretion, assign this Agreement as to all or a portion of the Property from time to time to any party that (i) does not owe delinquent taxes or fees to the City, (ii) is not in material default (beyond any applicable notice and cure period) under any development agreement with the City, and (iii) has the experience, expertise and the financial capacity and ability to perform the duties or obligations so assigned under this Agreement. Owner shall provide the City thirty (30) days prior written notice of any such assignment. If the City has objections to such assignment satisfying the requirements above, the City shall provide written notice of such objections to the Owner within ten (10) days of receiving the assignment notice from Owner. Owner will not be released from its obligations under this Agreement if the City objects to the assignment as described above and such objections are not resolved by and between Owner and the City; provided, however, the City shall not unreasonably withhold Owner's release from its obligations under this Agreement.

Upon such assignment, Owner shall be deemed to be automatically released of any obligations under this Agreement, as to the portion of the Property assigned.

Any assignment must be in writing, set forth the assigned rights and obligations and be executed by the proposed assignee. A copy of the assignment document must be delivered to the City.

b. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of Owner shall not be sufficient to constitute an assignment of the rights or obligations of Owner hereunder, unless specifically provided herein.

Section 15.06 Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties as provided for in this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement, supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

Section 15.07 Notice. It is contemplated that the Parties will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for such Party, (i) by delivering same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, or (iii) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery", addressed to the Party to be notified, (iv) by sending same by facsimile with receipt of confirmation or (v) by email. Notice deposited in the United States mail in the manner described above shall be deemed effective from and after the earlier of the date of actual receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by confirmed facsimile or personal delivery, or the day after deposit with a "next day delivery" service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Owner:

Continental Homes of Texas, L.P.
Attn: Mr. Adib R. Khoury
10700 Pecan Park Blvd., Suite 400
Austin, Texas 78750
Phone: 512.345.4663; Fax: 512.533.1429
E-mail: arkhoury@drhorton.com

With a Copy to:

Metcalf, Wolff, Stuart & Williams LLP
Talley J. Williams
221 W. 6th Street, Ste 1300
Austin, Texas 78751
E-mail: twilliams@mwswtexas.com

City:

City of Bastrop, Texas
Bastrop City Hall
1311 Chestnut Street
Bastrop, TX 78602
E-mail: citysec@cityofbastrop.org

With a Copy to:

Bojorquez Law Firm, PC

Alan Bojorquez
11675 Jollyville Road, Ste 300
Austin, Texas 78759
Email: Alan@TexasMunicipalLawyers.com

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party.

Section 15.08 No Joint Venture. It is acknowledged and agreed by the Parties that the terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents do not assume any responsibilities or liabilities to any third party in connection with the development of the Project.

Section 15.09 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 15.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, epidemic, pandemic, widespread pestilence, materials or labor shortages, strikes, slowdowns, or work stoppages. In no event shall “force majeure” apply to the payment of any sum of money.

Section 15.11 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected.

Section 15.12 Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party shall have the right at any time(s) thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 15.13 Attorney’s Fees and Court Costs. In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, each Party

in such proceeding shall be responsible for the expenses incurred by it in connection with such proceedings, including, without limitation, court costs and attorneys' fees.

Section 15.14 Applicable Law and Venue. The construction and validity of this agreement shall be governed by the laws of the state of Texas. Venue for any dispute arising from or related to this Agreement shall be in a Texas state district court for Bastrop County as applicable, and shall be in accordance with the Texas Civil Practice and Remedies Code.

Section 15.15 Further Assurances. Both Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.

Section 15.16 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. Owner certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with its organizational documents.

Section 15.17 Incorporation of Exhibits and Other Documents by Reference. All Exhibits and other documents attached to or referred to in this Agreement are incorporated by reference for the purposes set forth in this Agreement.

Section 15.18 Counterparts. This Agreement may be executed in multiple counterparts, which shall be construed together as a single original instrument as though all Parties had signed one instrument, and, when executed, each counterpart shall be binding upon and inure to the benefit of each of the Parties executing the instrument whether or not all other parties have executed same.

Section 15.19 Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

Section 15.20 Compliance with HB 89 and SB 252.

a. In accordance with Section 2270.002, Texas Government Code, the Owner hereby verifies that neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner: (i) Boycotts Israel (as such term is defined in Section 2270.001, Texas Government Code) and (ii) subject to or as otherwise required by applicable Federal law, including, without limitation, 50 U.S.C. Section 4607, will Boycott Israel during the term of this Agreement.

b. Pursuant to Section 2252.152, Texas Government Code, neither the Owner nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Owner is a company currently listed by the Texas Comptroller of Public Accounts under Sections 806.051,

807.051, or 2252.153 of the Texas Government Code.

Section 15.21 Effect of Agreement. This Agreement, including all of the related approvals, consents and plans, shall remain in effect for the Term of the Agreement regardless of whether all or any portion of the Property is annexed and/or zoned. To the extent this Agreement conflicts with the Applicable City Code, this Agreement shall control.

Section 15.22 Not Binding on End Users. As provided in Section 212.172(f), Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land use and development regulations that may apply to a specific lot.

Section 15.23 Estoppel Certificates. From time to time upon written request by any seller or purchaser of property within the Property, or any lender or prospective lender of the Owner or its assignees, the City shall execute a written estoppel certificate to such seller or purchaser stating, if true that the City has not given or received any written notices alleging any events of default under this Agreement.

Section 15.24 Exhibits.

Exhibit A-1 = Property (Signed Survey)
Exhibit A-2 = Property Legal Description
Exhibit A-3 = Additional Land

Exhibit B = Overall Concept Plan

Exhibit C= Intentionally Deleted

Exhibit D = Parkland and Open Space

Exhibit E = Wastewater Facilities

Exhibit F= Development Standards

Exhibit G = Roadway Plan

Exhibit H = Intentionally Deleted

Exhibit I = PID Term Sheet

Exhibit J = Memorandum

[SIGNATURE PAGE FOLLOWS]

EXECUTED in multiple counterparts, each of which shall constitute an original, this _____ day of _____, 2021 (the "Effective Date").

CITY:

CITY OF BASTROP,
a Texas home rule City

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
_____, City Secretary

OWNER:

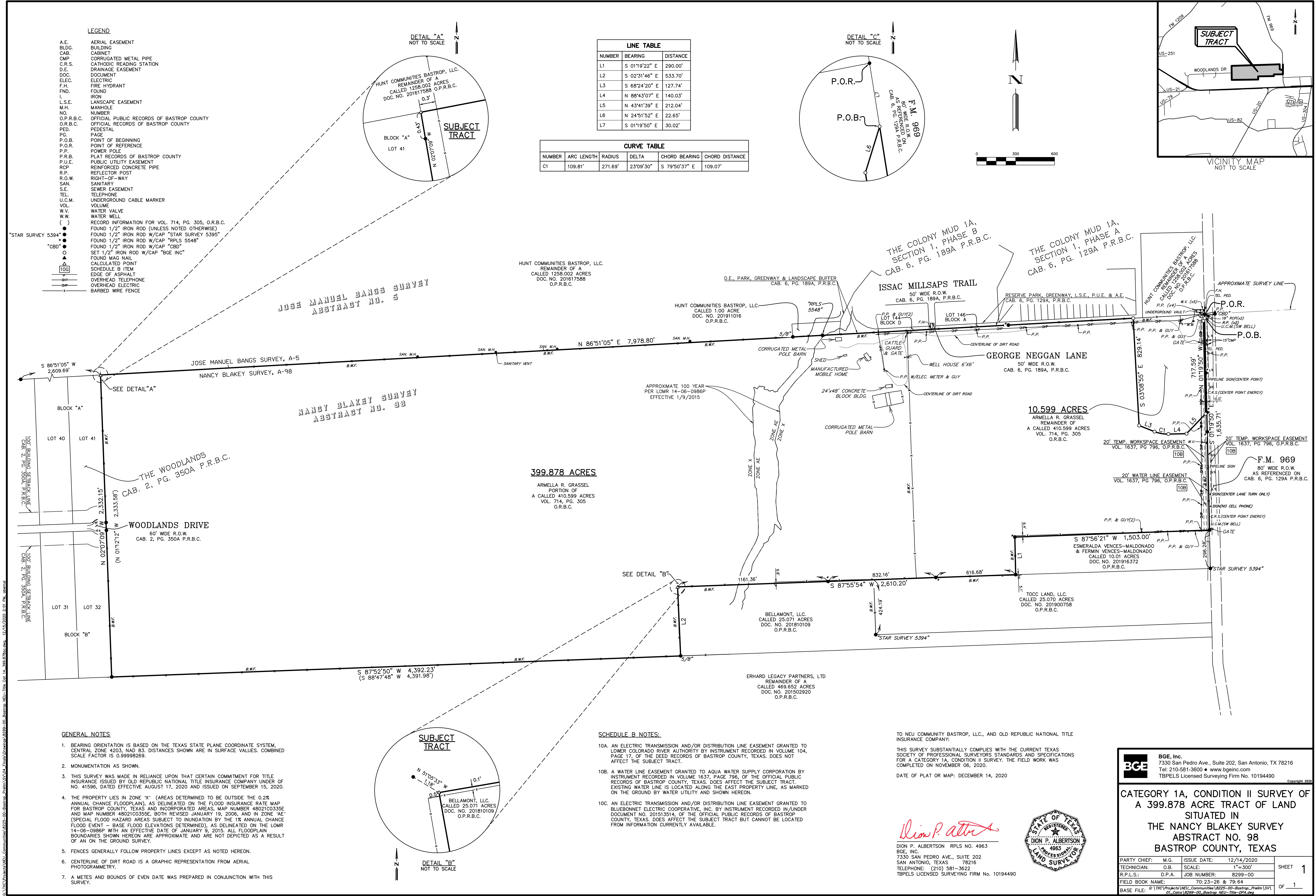
Continental Homes of Texas, L.P.
(a Texas limited partnership)

By: CHTEX of Texas, Inc.
(a Delaware corporation)
Its General Partner

By: _____
Name: _____
Title: _____

Exhibit A-1
PROPERTY (SIGNED SURVERY)

-



C:\Users\New Communities\Documents\8225-00-Bastrop\Projects\8225-00-Bastrop\8225-00-Bastrop.dwg, 12/15/2020, 2:01 PM, daniel

LEGEND

- A.E. BUILDING
- CAB. CABINET
- CMP. CORRUGATED METAL PIPE
- C.R.S. CATHODIC READING STATION
- D.E. DRAINAGE EASEMENT
- DOC. DOCUMENT
- ELEC. ELECTRIC
- F.H. FIRE HYDRANT
- FND. FOUND
- I. IRON
- L.S.E. LANDSCAPE EASEMENT
- NO. MANHOLE
- O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
- O.R.B.C. OFFICIAL RECORDS OF BASTROP COUNTY
- PED. PEDESTAL
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- P.P. PLAT RECORDS OF BASTROP COUNTY
- P.U.E. PUBLIC UTILITY EASEMENT
- RCP. REINFORCED CONCRETE PIPE
- R.P. REFLECTOR POST
- R.O.W. RIGHT-OF-WAY
- SAN. SANITARY
- S.E. SEWER EASEMENT
- TEL. TELEPHONE
- U.C.M. UNDERGROUND CABLE MARKER
- VOL. VOLUME
- W.V. WATER VALVE
- W.W. WATER WELL
- () RECORD INFORMATION FOR VOL. 714, PG. 305, O.R.B.C.
- FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
- FOUND 1/2" IRON ROD W/CAP "STAR SURVEY 5395"
- FOUND 1/2" IRON ROD W/CAP "RPLS 5548"
- FOUND 1/2" IRON ROD W/CAP "CBD"
- SET 1/2" IRON ROD W/CAP "BGE INC"
- FOUND MAG NAIL
- ▲ CALCULATED POINT
- △ SCHEDULE B ITEM
- EDGE OF ASPHALT
- OVERHEAD TELEPHONE
- OVERHEAD ELECTRIC
- BARBED WIRE FENCE

"STAR SURVEY 5394"

"CBD"

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

100'

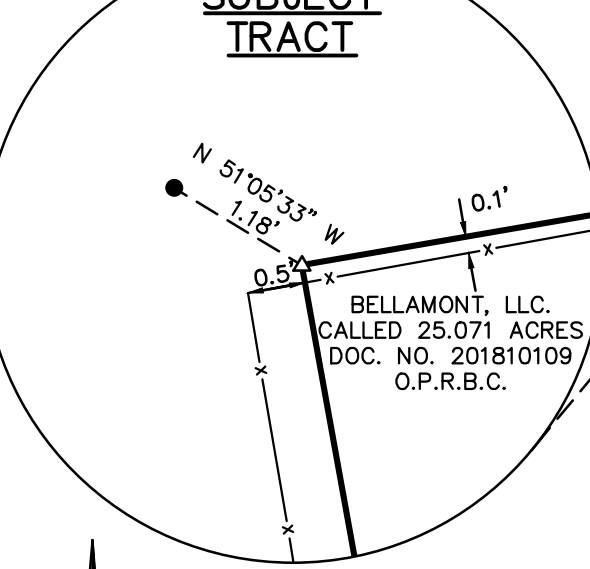
100'

100'

GENERAL NOTES

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 83. DISTANCES SHOWN ARE IN SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99998269.
- MONUMENTATION AS SHOWN.
- THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY UNDER GF NO. 41596, DATED EFFECTIVE AUGUST 17, 2020 AND ISSUED ON SEPTEMBER 15, 2020.
- THE PROPERTY LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48021C0335E AND MAP NUMBER 48021C0335E, BOTH REVISED JANUARY 19, 2006, AND IN ZONE "AE" (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT - BASE FLOOD ELEVATIONS DETERMINED), AS DELINEATED ON THE LOMR 14-06-0986P WITH AN EFFECTIVE DATE OF JANUARY 9, 2015. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
- FENCES GENERALLY FOLLOW PROPERTY LINES EXCEPT AS NOTED HEREON.
- CENTERLINE OF DIRT ROAD IS A GRAPHIC REPRESENTATION FROM AERIAL PHOTOGRAMMETRY.
- A METES AND BOUNDS OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SUBJECT TRACT



DETAIL "B" NOT TO SCALE

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'22" E	290.00'
L2	S 02°31'46" E	533.70'
L3	S 68°24'20" E	127.74'
L4	N 88°43'07" E	140.03'
L5	N 43°41'39" E	212.04'
L6	N 24°51'52" E	22.65'
L7	S 01°19'50" E	30.02'

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1	109.81'	271.69'	23°09'30"	S 79°50'37" E

HUNT COMMUNITIES BASTROP, LLC.
REMAINDER OF A
CALLED 1258.002 ACRES
DOC. NO. 201617588
O.P.R.B.C.

399.878 ACRES
ARMELLA R. GRASSEL
PORTION OF
A CALLED 410.599 ACRES
VOL. 714, PG. 305
O.R.B.C.

SCHEDULE B NOTES:

- AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO LOWER COLORADO RIVER AUTHORITY BY INSTRUMENT RECORDED IN VOLUME 104, PAGE 17, OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS. DOES NOT AFFECT THE SUBJECT TRACT.
- A WATER LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1637, PAGE 796, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. DOES AFFECT THE SUBJECT TRACT. EXISTING WATER LINE IS LOCATED ALONG THE EAST PROPERTY LINE, AS MARKED ON THE GROUND BY WATER UTILITY AND SHOWN HEREON.
- AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. BY INSTRUMENT RECORDED IN/UNDER DOCUMENT NO. 201513514, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. DOES AFFECT THE SUBJECT TRACT BUT CANNOT BE LOCATED FROM INFORMATION CURRENTLY AVAILABLE.

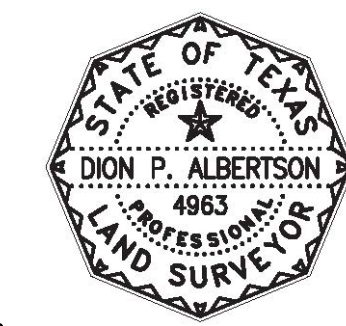
TO NEU COMMUNITY BASTROP, LLC., AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY. THE FIELD WORK WAS COMPLETED ON NOVEMBER 06, 2020.

DATE OF PLAT OR MAP: DECEMBER 14, 2020

Dion P. Albertson

DION P. ALBERTSON RPLS NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 581-3622
TBPELS LICENSED SURVEYING FIRM No. 10194490



BGE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

**CATEGORY 1A, CONDITION II SURVEY OF
A 399.878 ACRE TRACT OF LAND
SITUATED IN
THE NANCY BLAKEY SURVEY
ABSTRACT NO. 98
BASTROP COUNTY, TEXAS**

PARTY CHIEF:	M.G.	ISSUE DATE:	12/14/2020
TECHNICIAN:	O.B.	SCALE:	1"=300'
R.P.L.S.:	D.P.A.	JOB NUMBER:	8299-00
FIELD BOOK NAME:	70:23-26 & 79:64		
BASE FILE:	G:\Projects\NEU_Communities\8225-00-Bastrop\8225-00-Bastrop_Prelim\SVI_01_Cat1A\8299-00-Bastrop_NEU-Title-98A.dwg		

SHEET

1

OF

1

Exhibit A-2
PROPERTY LEGAL DESCRIPTIONS

DESCRIPTION OF A 399.878 ACRE TRACT OF LAND

FIELD NOTES FOR A 399.878 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, SITUATED IN BASTROP COUNTY, TEXAS; BEING A PORTION OF A CALLED 410.599 ACRE TRACT AS CONVEYED UNTO ARMELLA R. GRASSEL IN VOLUME 714, PAGE 305 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE, a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase A, as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of said 410.599 acre tract; **THENCE**, S 01° 19' 50" E, coincident with the common line of the 410.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01° 19' 50" E, coincident with the common line of the 410.599 acre tract and the west right-of-way line of said F.M. 969, a distance of 1,635.71 feet to a 1/2-inch iron rod found at the common corner of the 410.599 acre tract and a called 10.01 acre tract of land as conveyed unto Esmeralda Vences-Maldonado and Fermin Vences-Maldonado in Document Number 201916372 of the Official Public Records of Bastrop County, Texas, for the southeast corner of the herein described tract;

THENCE, departing said common line and coincident with the common lines of the 410.599 acre tract and said 10.01 acre tract, the following two (2) courses:

- 1) S 87° 56' 21" W, a distance of 1,503.00 feet to a 1/2-inch iron rod with a cap stamped "RPLS 5548" found at the northwest corner of the 10.01 acre tract, for a re-entrant corner of the 410.599 acre tract and the herein described tract;
- 2) S 01° 19' 22" E, a distance of 290.00 feet to a 1/2-inch iron rod found at the southwest corner of the 10.01 acre tract, on the north line of a called 25.070 acre tract of land as conveyed unto TOCC LAND, LLC in Document Number 201900758 of the Official Public Records of Bastrop County, Texas, for a corner of the 410.599 acre tract and the herein described tract;

THENCE, S 87° 55' 54" W, coincident with the common line of the 410.599 acre tract, said 25.070 acre tract, and a called 25.071 acre tract of land conveyed unto Bellamont, LLC in Document Number 201810109 of the Official Public Records of Bastrop County, Texas, a distance of 2,610.20 feet to a calculated point at the northwest corner of said 25.071 acre tract, for a re-entrant

corner of the 410.599 acre tract and the herein described tract, from which a 1/2-inch iron rod found bears N 51° 05' 33" W, a distance of 1.18 feet;

THENCE, S 02° 31' 46" E, coincident with the common line of the 410.599 acre tract and said 25.071 acre tract a distance of 533.70 feet to a 5/8-inch iron rod found at the southwest corner of the 25.071 acre tract, on the north line of a remaining portion of a called 469.652 acre tract of land as conveyed unto Erhard Legacy Partners, LTD in Document Number 201502920 of the Official Public Records of Bastrop County, Texas, for the south corner of 410.599 acre tract and the herein described tract;

THENCE, S 87° 52' 50" W, coincident with the common line of the 410.599 acre tract and said remaining portion of a 469.652 acre tract a distance of 4,392.23 feet (Record S 88° 47' 48" W, 4,391.98 feet) to a 1/2-inch iron rod found at the common corner of Lot 32, Block "B, as shown on the plat of The Woodlands, as recorded in Cabinet 2, Page 350A of the Plat Records of Bastrop County, Texas, for the southwest corner of the 410.599 acre tract and the herein described tract;

THENCE, N 02° 07' 09" W, coincident with the common line of the 410.599 acre tract, said Lot 32, the east terminal end of the right-of-way line of Woodlands Drive (R.O.W. ~ 60') as shown on said plat of The Woodlands, and Lot 41, Block "A", as shown on said plat of The Woodlands, passing at a distance of 2,331.72 a 1/2-inch iron rod found, and continuing for a total distance of 2,332.15 feet (Record N 01° 12' 12" W, 2,333.58 feet) to a calculated point at the common corner of the 410.599 acre tract, said Lot 41 and on the south line of said remaining portion of a 1,258.002 acre tract, for the northwest corner of the 410.599 acre tract and the herein described tract, from which a 1/2-inch iron rod found on the north line of said Block "A", at a corner of said remaining portion of the aforementioned 1,258.002 acre tract bears S 86° 51' 05"W, a distance of 2,609.69 feet;

THENCE, N 86° 51' 05" E, coincident with the common line of the 410.599 acre tract, the remaining portion of a 1,258.002, a called 1.00 acre tract of land conveyed unto Hunt Communities Bastrop, LLC in Document Number 201911016 of the Official Public Records of Bastrop County, Texas, the south line of The Colony MUD 1A, Section 1, Phase B, as recorded in Cabinet 6, Page 189A of the Plat Records of Bastrop County, Texas, and the south line of the aforementioned The Colony MUD 1A, Section 1, Phase A, a distance of 7,978.80 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a north corner of the herein described tract;

THENCE, departing said common line, over and across the 410.559 acre tract the following seven (7) courses:

1. S 3°08'55" E, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for a re-entrant corner of the herein described tract;
2. S 68°24'20" E, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

3. Curving to the left, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of $23^{\circ}09'30''$, a chord bearing of $S\ 79^{\circ}50'37''\ E$, 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;
4. $N\ 88^{\circ}43'07''\ E$, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
5. $N\ 43^{\circ}41'39''\ E$, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
6. $N\ 1^{\circ}19'50''\ W$, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
7. $N\ 24^{\circ}51'52''\ E$, a distance of 22.65 feet to the **POINT OF BEGINNING** and containing 399.878 acres of land more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

A survey plat of even date was prepared in conjunction with this metes and bounds.



Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490

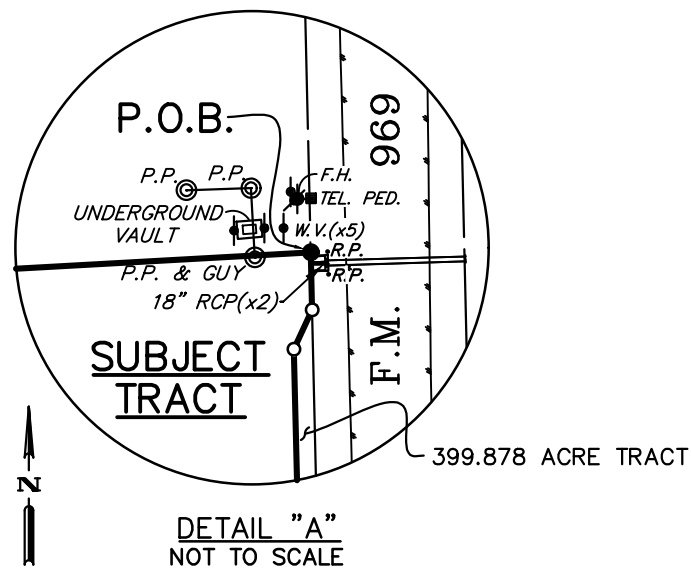


12/14/2020

Date

Date: December 14, 2020
Job No: 8299-00

Exhibit A-3
ADDITIONAL LAND



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 01°19'49" E	30.02'
L2	S 24°51'52" W	22.65'
L3	S 43°41'39" W	212.04'
L4	S 88°43'07" W	140.03'
L5	N 68°24'20" W	127.74'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	109.81'	271.69'	23°09'30"	N 79°50'37" W	109.07'

GENERAL NOTES

- BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83.
- MONUMENTATION AS SHOWN.
- THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY UNDER GF NO. 41274, DATED EFFECTIVE FEBRUARY 25, 2021 AND ISSUED ON MARCH 4, 2021.
- THE PROPERTY LIES IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DELINEATED ON THE FLOOD INSURANCE RATE MAP FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48021C0355E, REVISED JANUARY 19, 2006. ALL FLOODPLAIN BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT DEPICTED AS A RESULT OF AN ON THE GROUND SURVEY.
- FENCES GENERALLY FOLLOW PROPERTY LINES EXCEPT AS NOTED HEREON.
- CENTERLINE OF DIRT ROAD IS A GRAPHIC REPRESENTATION FROM AERIAL PHOTOGRAMMETRY.
- A METES AND BOUNDS OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SURVEY.

SCHEDULE B NOTES:

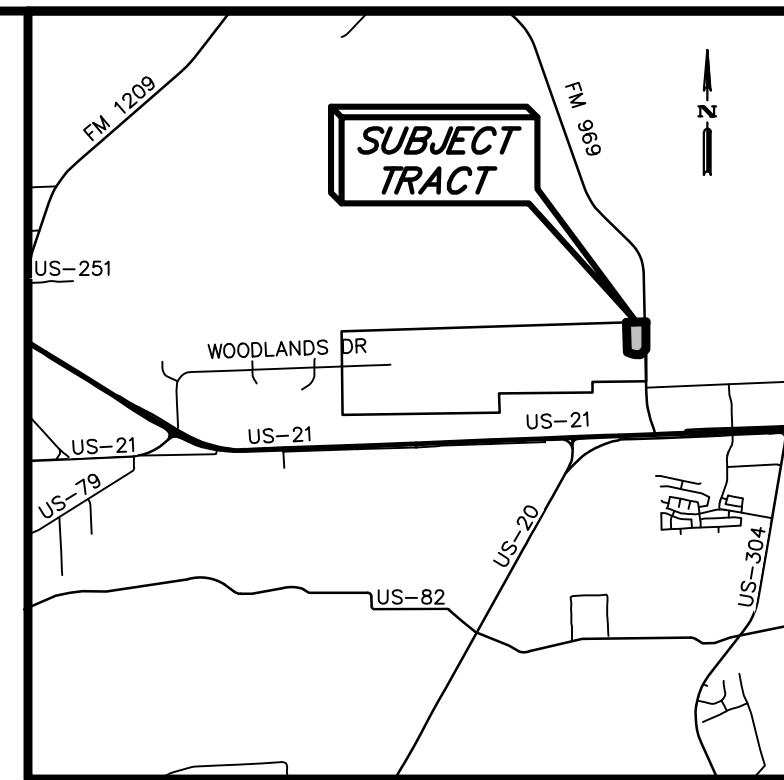
- 10C. A WATER LINE EASEMENT GRANTED TO AQUA WATER SUPPLY CORPORATION BY INSTRUMENT RECORDED IN VOLUME 1637, PAGE 796, DOCUMENT NO. 200600007878, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. DOES AFFECT THE SUBJECT TRACT. EXISTING WATER LINE IS LOCATED ALONG THE EAST PROPERTY LINE, AS MARKED ON THE GROUND BY WATER UTILITY AND SHOWN HEREON.
- 10D. AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO BLUEBONNET ELECTRIC COOPERATIVE, INC. BY INSTRUMENT RECORDED IN/UNDER DOCUMENT NO. 201513514, OF THE OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS. DOES AFFECT THE SUBJECT TRACT BUT CANNOT BE LOCATED FROM INFORMATION CURRENTLY AVAILABLE.

TO SIS BASTROP LLC, CLASSIC BANK NA, AND STEWART TITLE GUARANTY COMPANY:

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY. THE FIELD WORK WAS COMPLETED ON NOVEMBER 06, 2020.


DATE OF PLAT OR MAP: MARCH 23, 2021

Dion P. Albertson
DION P. ALBERTSON, RPLS NO. 4963
BGE, INC.
7330 SAN PEDRO AVE., SUITE 202
SAN ANTONIO, TEXAS 78216
TELEPHONE: (210) 581-3622
TBPELS LICENSED SURVEYING FIRM NO. 10194490



LEGEND

A.E.	AERIAL EASEMENT
CAB.	CABINET
C.R.S.	CATHODIC READING STATION
F.H.	FIRE HYDRANT
L.S.E.	LANDSCAPE EASEMENT
NO.	NO.
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY
O.R.B.C.	OFFICIAL RECORDS OF BASTROP COUNTY
P.P.	POWER POLE
P.R.B.C.	PLAT RECORDS OF BASTROP COUNTY
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
VOL.	VOLUME
W.V.	WATER VALVE
●	FOUND 1/2" IRON ROD (UNLESS NOTED OTHERWISE)
●	FOUND 1/2" IRON ROD W/CAP "CBD"
○	SET 1/2" IRON ROD W/ "BGE INC" CAP
—//—	EDGE OF ASPHALT
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD ELECTRIC
—x—	BARBED WIRE FENCE



BGE, Inc.
7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
Tel: 210-581-3600 • www.bgeinc.com
TBPELS Licensed Surveying Firm No. 10194490

**CATEGORY 1A, CONDITION II SURVEY OF
A 10.599 ACRE TRACT OF LAND
SITUATED IN
THE NANCY BLAKEY SURVEY
ABSTRACT NO. 98
BASTROP COUNTY, TEXAS**

PARTY CHIEF:	M.G.	ISSUE DATE:	03/23/2021
TECHNICIAN:	O.B.	SCALE:	1"=200'
R.P.L.S.:	D.P.A.	JOB NUMBER:	8563-00
FIELD BOOK NAME:	70: 23-26 & 79: 64		
BASE FILE:	G:\TDC\Projects\NEU_Communities\8225-00-Bastrop_Prelim\SV\01_Calcs\8229-00-Bastrop_NEU-Title-DPA.dwg		

SHEET **1**

OF **1**

DESCRIPTION OF A 10.599 ACRE TRACT OF LAND

FIELD NOTES FOR A 10.599 ACRE TRACT OF LAND IN THE NANCY BLAKEY SURVEY, ABSTRACT NO. 98, IN BASTROP COUNTY, TEXAS; BEING THE REMAINING PORTION OF A CALLED 410.599 ACRE TRACT AS CONVEYED UNTO ARMELLA R. GRASSEL IN VOLUME 714, PAGE 305 OF THE OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod found on the westerly right-of-way line of Farm to Market (F.M.) 969 (R.O.W. ~ 80') as shown on the plat of The Colony MUD 1A, Section 1, Phase "A", as recorded in Cabinet 6, Page 129A of the Plat Records of Bastrop County, Texas, at the southeast corner of a remaining portion of a called 1,258.002 acre tract of land as conveyed unto Hunt Communities Bastrop, LLC in Document Number 201617588 of the Official Public Records of Bastrop County, Texas, being the northeast corner of the remaining portion of said 410.599 acre tract and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 01°19'49" E, coincident with the common line of said right-of-way and the remaining portion of the 410.599 acre tract, a distance of 30.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of a called 399.878 acre tract of land as conveyed unto Continental Homes of Texas, L.P. in Document Number 202022279 of the Official Public Records of Bastrop County, Texas, and the remaining portion of the 410.599 acre tract, for an angle point of the herein described tract;

THENCE, departing said right-of-way line, coincident with the common line of the remainder of the 410.599 acre tract and said 399.878 acre tract the following seven (7) courses:

- 1) S 24°51'52" W, a distance of 22.65 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 01°19'50" E, a distance of 717.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) S 43°41'39" W, a distance of 212.04 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeasterly corner of the herein described tract;
- 4) S 88°43'07" W, a distance of 140.03 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 5) Curving to the right, with a radius of 271.69 feet, an arc length of 109.81 feet, a central angle of 23°09'30", a chord bearing of N 79°50'37" W, and a chord distance of 109.07 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve;

- 6) N 68°24'20" W, a distance of 127.74 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwesterly corner of the herein described tract;
- 7) N 03°08'55" W, a distance of 829.14 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the south line of the aforementioned The Colony MUD 1A Section 1, Phase "A", at the common corner of the remainder of the 410.599 acre tract and the 399.878 acre tract, for the northwest corner of the herein described tract;

THENCE, N 86°51'05" E, coincident with the common line of the remainder of the 410.599 acre tract, said The Colony MUD 1A Section 1, Phase "A", and the aforementioned remaining portion of the 1,258.002 acre tract, a distance of 551.14 feet to the **POINT OF BEGINNING** and containing 10.559 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, Central Zone, NAD 83.

An exhibit plat of even date was prepared in conjunction with this metes and bounds.



Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPELS Licensed Surveying Firm No. 10194490

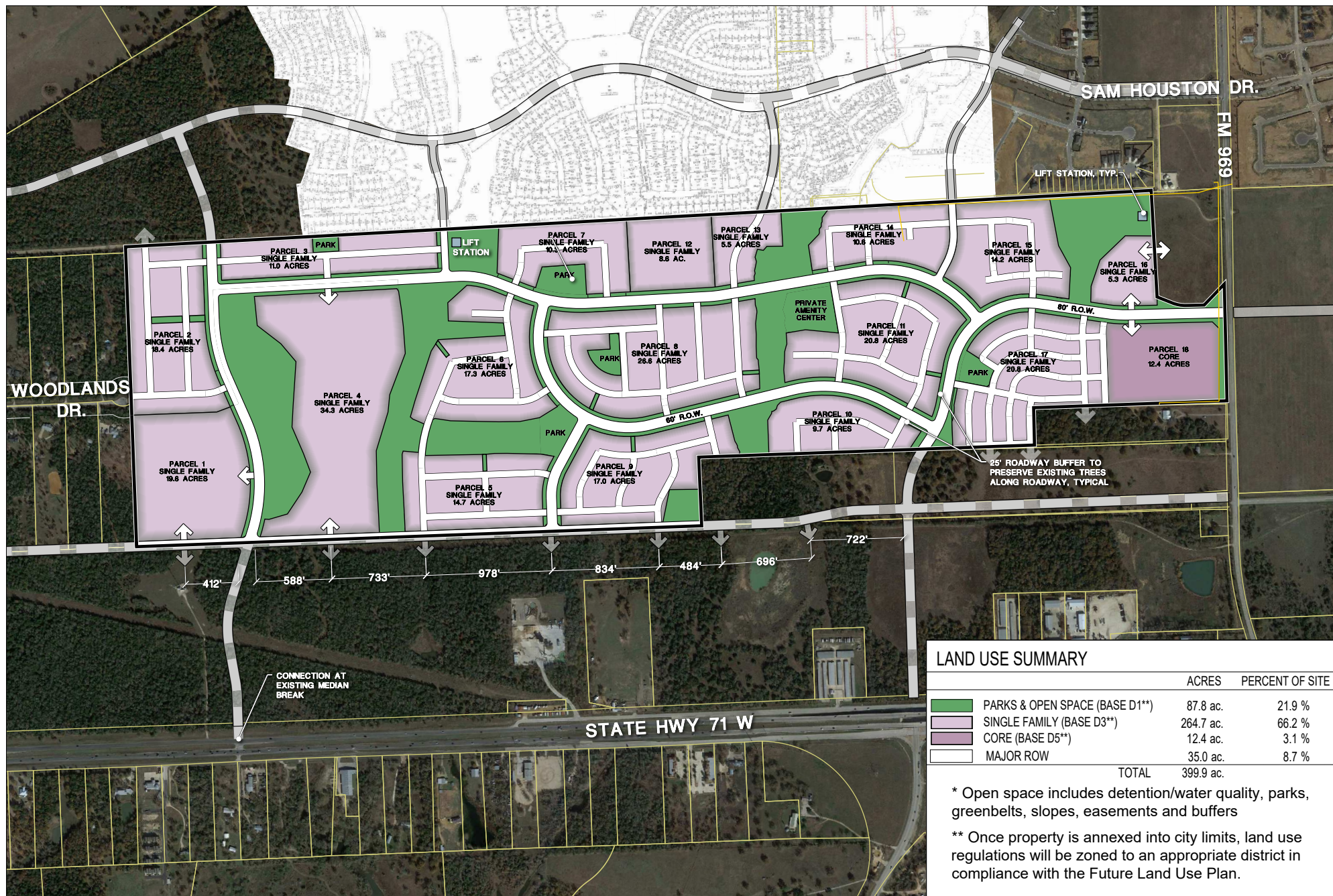


3/26/2021

Date

Date: March 26, 2021
Job No: 8563-00

Exhibit B
OVERALL CONCEPT PLAN



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
(512) 246-7001
www.secplanning.com • info@secplanning.com

VIRIDIAN
CONCEPTUAL LAND USE PLAN

D.R. HORTON
BASTROP, TEXAS



0 500' 1,000' 2,000'

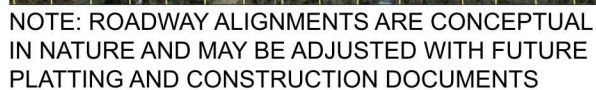
Scale: 1" = 1,000'

Date: June 24, 2021

SHEET FILE: V:\202022-HORT\Cadfiles\PLANNING\Submittals\DA Development Exhibits\Conceptual Land Use Plan 6-24-21.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Exhibit D
PARKLAND AND OPEN SPACE



Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Exhibit E
WASTEWATER FACILITIES

VIRIDIAN DEVELOPMENT

(OFF-SITE WASTEWATER IMPROVEMENTS)

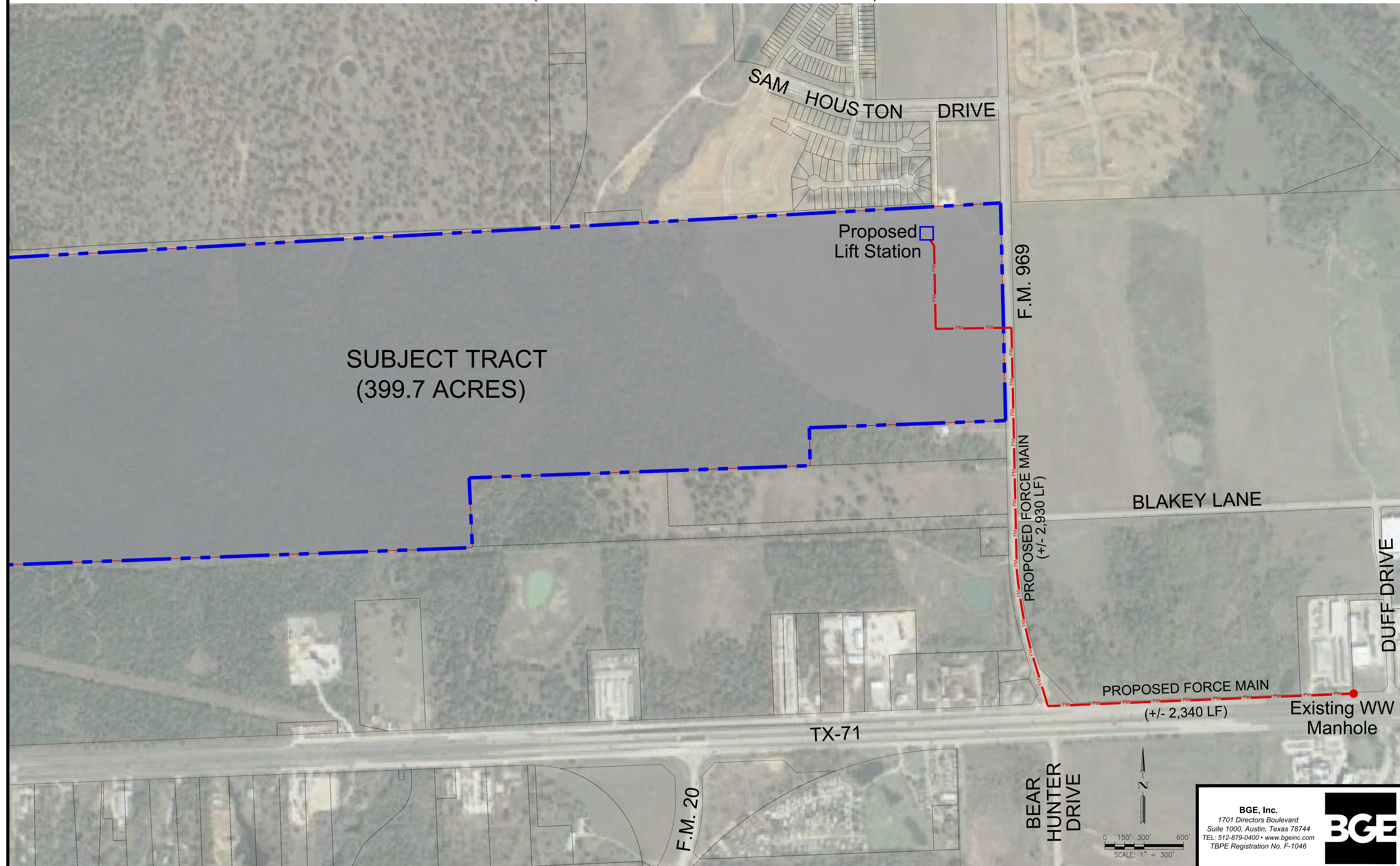


Exhibit F
DEVELOPMENT STANDARDS

VIRIDIAN DEVELOPMENT STANDARDS

VIRIDIAN DEVELOPMENT STANDARD TABLES

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
BLOCK LENGTH MAX		720 FT	720 FT
DOUBLE LOADED BLOCK PERIMETER MAX.		1440 FT	1440 FT
SINGLE LOADED BLOCK PERIMETER MAX.		1320 FT*	1320 FT
AVENUE	P	P	P
CONNECTOR	P	P	P
NEIGHBORHOOD STREET	P	P	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

*BLOCKS THAT EXCEED 720 FT SHALL BE BROKEN UP WITH A PEDESTRIAN STREET DEDICATED TO THE HOA.

**BUILDING TYPES –
SEC. 2.5.001**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
REARYARD			
COMMERCIAL	NP	NP	P
APARTMENT	NP	NP	P
ROWHOUSE	NP	NP	P
SIDEYARD			
SIDEYARD	NP	NP	P
COURTYARD			
COURTYARD HOUSE	NP	P	P
COURTYARD APARTMENT BUILDING	NP	NP	P
EDGEYARD			
RANCH HOUSE, VILLA	NP	P	NP
HOUSE	NP	P	P
DUPLEX	NP	P	P
TRIPLEX, FOURPLEX	NP	NP	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

**ENCROACHMENT TYPES -
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PORCH	P	P	P
DOORYARD	NP	NP	P
TERRACE	NP	NP	P
STOOP	NP	NP	P
LIGHTWELL	NP	NP	P
GALLERY	NP	NP	P
ARCADE	NP	NP	NP

LOT OCCUPATION - SEC. 2.3.009

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
LOT COVERAGE		70% max	70% max
BUILDING FRONTAGE AT BUILD- TO-LINE		40% min	60% min.
BUILD-TO-LINE		10 ft – 25 ft	5 ft – 25 ft

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

**BUILDING HEIGHT IN STORIES -
SEC. 2.5.003**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PRINCIPAL BUILDING		2 max	3 max
ACCESSORY DWELLING UNIT		2 max	2 max

**FIRST LAYER ENCROACHMENTS -
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
OPEN PORCH	NP	P	80% max
BALCONY AND/OR BAY WINDOW	NP	P	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

**R.O.W. ENCROACHMENTS -
SEC. 2.5.002**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
AWNING, GALLERY, OR ARCADE			P

**PARKING LOCATION -
SEC. 2.3.007**

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
SECOND LAYER	P	P	P
THIRD LAYER	P	P	P

RESIDENTIAL GARAGE FRONT FACADE

SECOND LAYER	NP	P	P
THIRD LAYER	NP	P	P

SIGNAGE

ADDRESS SIGN	*	*	*
AWNINGS & SIGNS	NP	NP	NP
BAND SIGNS	NP	NP	NP

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

*DEFAULT AS ESTABLISHED BY THE IBC AND IRC

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
BLADE SIGNS	NP	NP	NP
MARQUEE SIGNS	NP	NP	NP
NAME PLATE SIGNS	NP	NP	NP
OUTDOOR DISPLAY CASE	P	NP	NP
SIDEWALK SIGNS	P	NP	NP
WINDOW SIGNS	NP	NP	NP
YARD SIGNS	P	NP	NP
MONUMENT SIGN	P	NP	NP

VIRIDIAN DEVELOPMENT STANDARDS ELEMENTS

Proposed Development Types- Development Types define specific development standards within the VIRIDIAN Development based on the proposed Land Uses.

Development Types:

Open Space (Base D1)

Single Family (Base D3)

Core (Base D5)

Street Types - Streets serve as the public spaces connecting places and people. They transition from natural to urban form. All modes of transportation and settlement patterns are supported by the variety of Street Types presented in this Development Standards.

Building Types - Building Types correspond to the Development Types and Street Types. Building Types are contained within each Development Type to confirm the intensity of development aligns with the infrastructure and building forms to support the wide variety of Building Types.

CHAPTER 1: DEVELOPMENT TYPE DEVELOPMENT STANDARDS

SECTION 1.1 DEVELOPMENT TYPE DEVELOPMENT STANDARDS

SEC. 1.1.001 DEVELOPMENT TYPES ESTABLISHED

The VIRIDIAN Development Standards are divided into 3 Development Types that are established in Section 1.1.003. All land within the Viridian Development shall be classified into one of the following Development Types in Section 1.1.003.

- (a) A summary of the Standards of the Development Types is included in 3.2 Development Type Standards, Section 2.5, Building Types, and Section 2.5.003 Building Standards by Development Type.

SEC. 1.1.002 DEVELOPMENT TYPE BOUNDARIES

- (a) The boundary lines shown on the Development Type Map are usually along Streets, alleys, property lines, or extensions thereof.

SEC 1.1.003 DEVELOPMENT TYPE ZONING DISTRICTS TABLE

Open Space

Lands in a natural state or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation. Open Space is intended to preserve areas that contain sensitive habitats, active or passive Open Spaces, parks and limited agriculture uses.

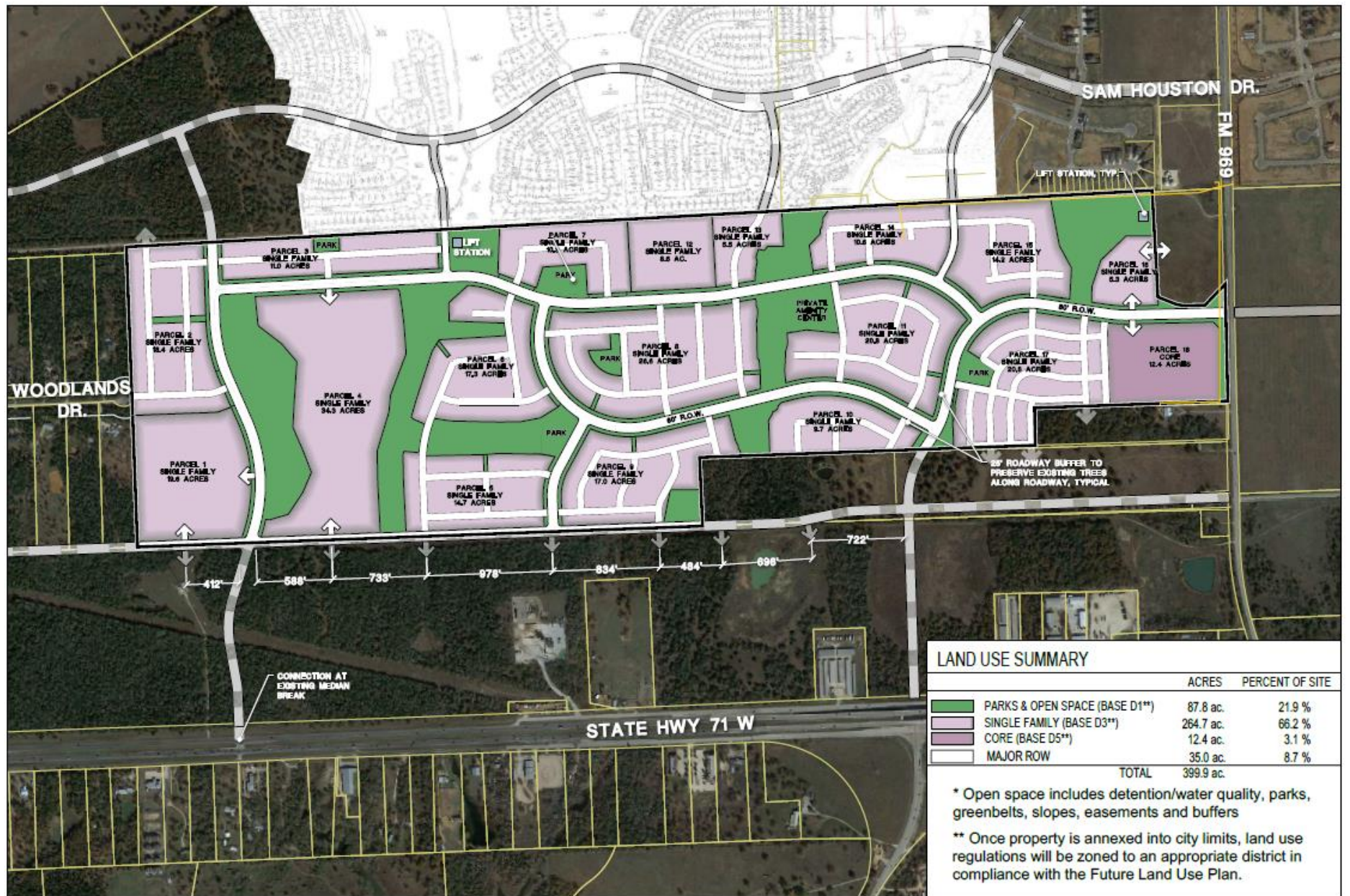
Single Family

Single Family Residential Area, planting is naturalistic and setbacks vary from relatively deep to shallow. The road and blocks may be irregular to accommodate for natural conditions. 50% of this area will consist of alley loaded Single Family Lots and 50% of Front Loaded Single Family lots.

Core

Higher density mixture of Building types that accommodate townhomes, duplex residential, commercial, retail, and apartments.

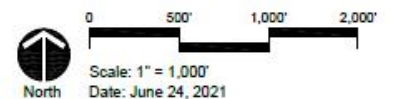
SEC 1.1.004 DEVELOPMENT TYPE MAP



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

SEC Planning, LLC
 Land Planning + Landscape Architecture + Community Branding
 AUSTIN, TEXAS
 1.817.226.7853
 www.secplanning.com • info@secplanning.com

VIRIDIAN
 CONCEPTUAL LAND USE PLAN
 D.R. HORTON
 BASTROP, TEXAS



SHEET FILE: V1200003-HORTON\Viridian\Development Exhibits\Conceptual Land Use Plan 5-24-21.dwg
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

CHAPTER 2: VIRIDIAN PRIVATE REALM DEVELOPMENT STANDARDS

SECTION 2.1 GENERAL

SEC. 2.1.001 INSTRUCTIONS

- (a) Lots and buildings located in the Private Realm within the Viridian Development shall be subject to the requirements of this section.
 - (1) Lots and buildings shall be regulated according to the Building Type, Lot Occupation, Building placement, Building height, Private Frontage, use, parking spaces, parking placement, landscaping and signage Standards.
- (b) Regulatory terminology related to private lots used in this section is diagrammed for illustrative purposes only.
- (c) A running total of Single-Family front loaded versus Single-Family alley loaded lots will be provided with each plat to verify compliance with D-3 ratio.

SECTION 2.2 PERMITTING REQUIREMENTS

- (a) Building or Construction permits shall not be issued for Development or redevelopment of private lots prior to the approval of a Building or Site Plan drawn to scale with the following details:
 - (1) For preliminary Site and Building plan approval:
 - A. See B3 Technical Manual for Site Plan Review requirements.
 - B. See the Bastrop Development Manual for review timeline and Site Plan Checklists.
 - (2) Individual home applications in Single Family and **Edgeyard Building Types with Single-Family residential uses per 2.5.001 on Core Development Types** shall be exempt from the Site Plan process.
 - (3) Building and Site Plans submitted under this Code shall be prepared by the Applicant and shall be submitted for Administrative Approval once all Code Standards are met.
 - (4) All development will follow City of Bastrop Building Codes in effect at the time of permitting.

SECTION 2.3 GENERAL LOT STANDARDS

SEC. 2.3.001 LOT DIMENSIONS

- (a) Lot width is measured between the side Lot lines at the Street Setback line.
- (b) Lots may have multiple Frontages as illustrated on Figure 6.1. One Frontage Line is designated the Primary Frontage Line and all remaining Frontage Lines are designated as Secondary Frontage Lines.
- (c) Lots shall be divided into regulatory Layers as illustrated on Figure 6.1 and Figure 6.2. Standards for the second and third Layers pertain only to the Primary Frontage. Standards for the First Layer pertain to both Frontages.
 - (1) The First Layer is the area of a Lot from the Frontage Line to the Facade of the Principal Building.
 - (2) The Second Layer is the area of the Lot set behind the First Layer to a depth of 20 feet in all Development Types.
 - (3) The Third Layer is the area of a Lot set behind the Second Layer and extending to the rear Lot Line.
 - A. The location of the Build-to-Line, on Infill properties, is established on Section 2.5.003 Building Standards per Development Type.
- (d) All buildings and Structures must be located at or behind the side or rear International Building Code (IBC) or International Residential Code (IRC) separation line and must comply with the following lot setbacks:
 - a. 5 ft Sideyard Setback (Reduced to 3 ft on lots 40 ft wide or narrower when the adjacent exterior walls shall comply with the fire resistance requirements established in the International Fire Code, International Building Code and/or International Residential Code) for Residential
 - b. 10 ft Rearyard Setback

SEC. 2.3.002 LOT LAYERS & FRONTAGE LINES

Table 6.1:

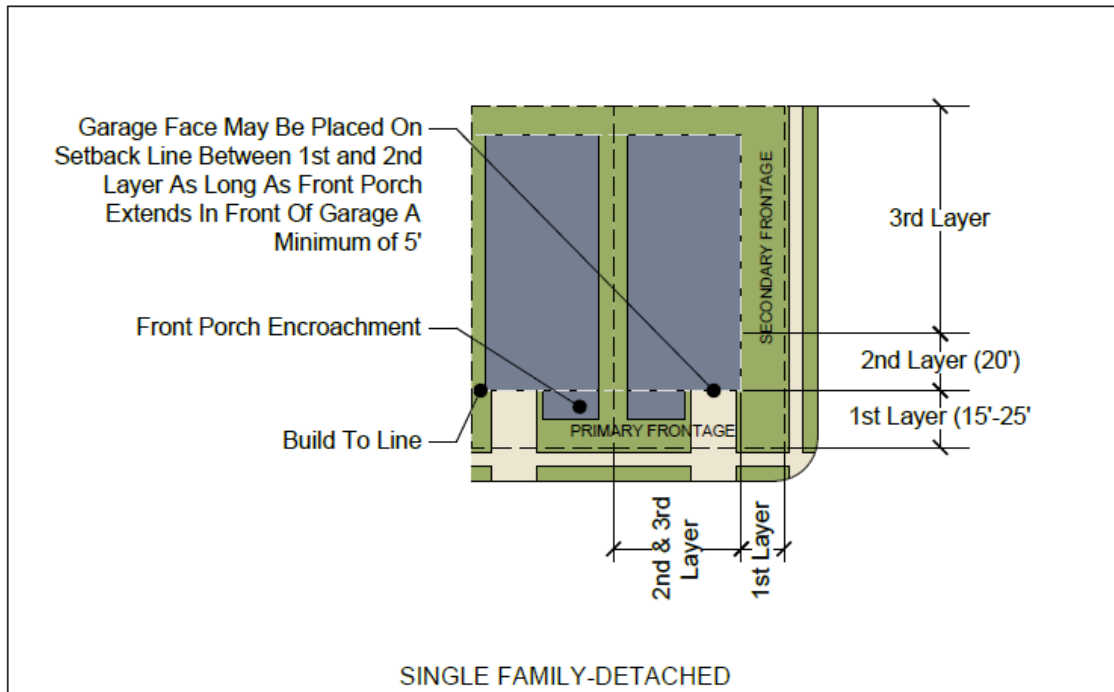


Table 6.2

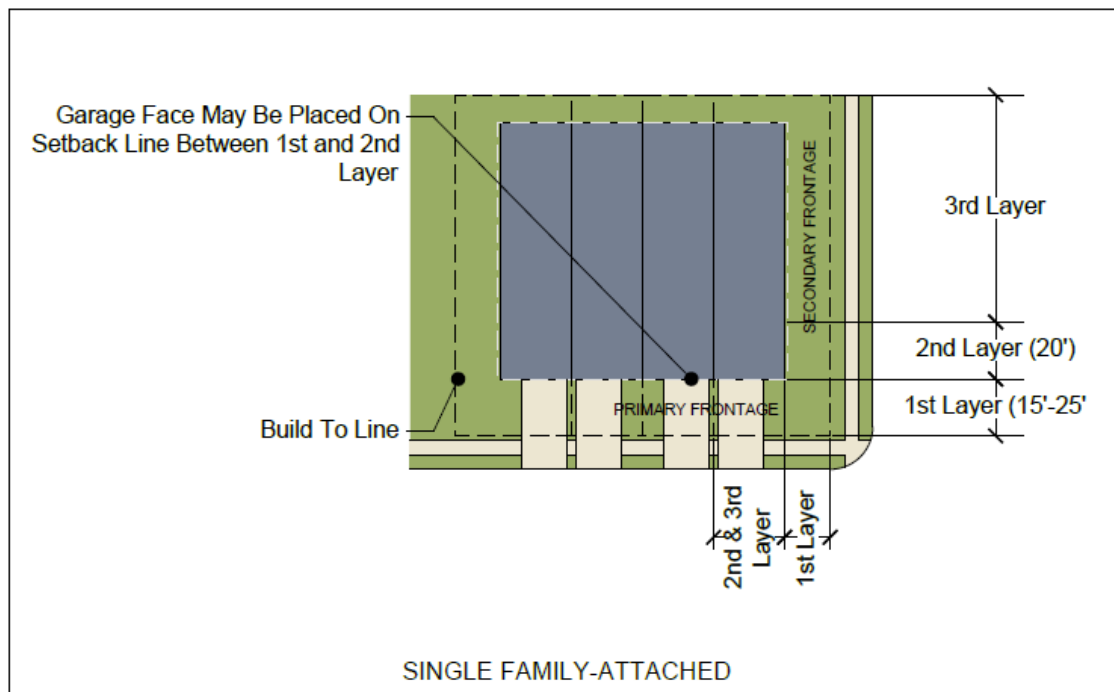
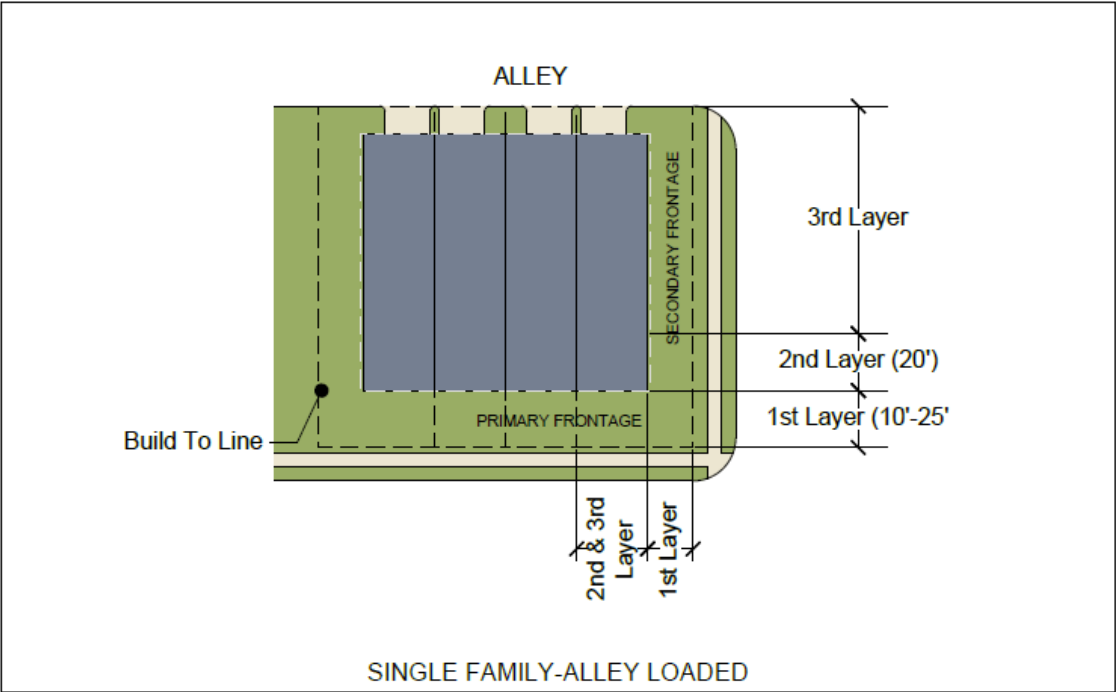


Table 6.3



SEC. 2.3.003 BUILDING PLACEMENT

- (a) Principal buildings shall be positioned on a Lot in accordance with Section 6.5.003 Building Standards per Place Type.
 - (1) The First Layer is the area of land between the Frontage Line and the Build-to-Line. The First Layer is measured from the Frontage Line.
 - (2) The required Build-to-Line is the minimum percentage of the front Building Facade that must be located within the First Layer, measured based on the width of the Building divided by the width of the Lot.
 - (3) A Building Facade must be placed within the First Layer for the first 30 feet along the Street extending from any Block corner.
 - A. All Structures and encroachments customarily allowed on the Lot are permitted in the First Layer.

SEC. 2.3.005 BUILDING SEPARATION

- (a) Fences and screening walls may extend into the IBC Building separation line and Alley Setback.
- (b) Side and Rear Building separation will be determined by the IBC as adopted by the City and per the setbacks established on Section 2.3.001 (d)

SEC. 2.3.006 ALLEYS & DRIVEWAY LOCATIONS

- (a) Driveways:
 - (1) Where Alleys are present, all vehicular access shall be provided from the Alley.
 - (2) Where a Lot does not have access to an Alley, driveways are allowed in accordance with this section.
 - (3) Driveways shall be located as far from the adjacent public Street intersection as practical to achieve maximum available corner clearance, with consideration of property limits, adjacent Curb cuts, topography, and existing Drainage facilities. Non-Alley loaded driveways may intersect a Street no closer than twenty (20) feet from the intersection of 2 Street rights-of-way in Single Family Development Type, and forty (40) feet Core Development Type.
 - (4) Mid-Block lots greater than 40' in width at the Frontage are allowed one Driveway with a maximum width of 24' for two-way and 12' for one-way driveways.
 - (5) In **Open Space or** Core Development Type, driveways accessing up to 80 feet wide of Street right-of-way must be spaced 200 feet apart centerline to centerline, and driveways accessing more than an 80 feet wide Street right-of-way must be spaced 300 feet apart centerline to centerline.
 - (6) Nothing in this section shall prevent all Site access to any property.

SEC. 2.3.007 PARKING

- (1) Residential garage access is permitted from the public Street or from an Alley.
- (2) Residential garage front facades must begin, a minimum of 5 ft behind the front of the house.
- (3) Parking spaces provided internal to a Lot shall be located entirely behind the minimum rear Setback as specified by Building Type and Development Type.
- (4) For the purposes of this Section the front of the house is defined as the front edge of the front porch.

SEC. 2.3.008 CROSS ACCESS CONNECTIONS

- (a) Cross-access easements and connections to adjoining properties shall be required to connect driveways and parking lots where no Alley is present.
- (b) Internal vehicular circulation areas shall be designed and installed to allow for cross-access between abutting lots;
- (c) In the event these conditions cannot be met without undue hardship or if such connections would create undesirable traffic flow, the connection requirement will be permitted
- (d) Where a parking lot connection is required, an easement for ingress and egress to adjacent lots shall be recorded on the Plat or by separate instrument as appropriate.
- (e) Additional Standards shall be found in the B3 Technical Manual

SEC. 2.3.009 LOT OCCUPATION

- (a) In Single Family Development Type, three buildings may be built on each Lot, one Principal Building and two Accessory Units or Accessory Dwelling Units as generally illustrated on Section 2.4 Lot Structure Description & Diagram.
- (b) Lot coverage by buildings (i.e. impervious surface requirements) are specified in Section 2.5.003.A.
- (c) For Building height see standard by Development Type. If the Building height is undefined in this document see the International Building Code as adopted by the City of Bastrop.
- (d) Stories may not exceed 14 feet in height from finished floor to finished ceiling, except for a first floor Commercial Building, which shall be a minimum of 11 feet with a maximum of 25 feet.
- (e) In the 100-year Floodplain, a first level Residential or lodging shall be raised a minimum of 2 feet from the Base Flood Elevation.

SEC. 2.3.010 PRIVATE FRONTAGE

- (a) Permitted Encroachments into the First Layer of any Lot are specified in Section 2.5.002, Permitted Encroachments per Development Type. Terminology used to identify these elements is diagrammed for illustrative purposes only.
- (b) The Facade of the Principal Building shall be built parallel to the Frontage Line or to the tangent of a curved Frontage Line of a Lot, and along a minimum percentage of the Frontage width at the Build-to-Line as specified as Facade Buildout in Section 2.5.003, Building Standards per Development Type.
- (c) Openings above the first Story shall not exceed 50% of the total Building wall area, with each Facade being calculated independently.
- (d) All opening, including porches, galleries, Arcades, and windows, with the exception of shopfronts, shall be square or vertical in proportion.

SEC. 2.3.011 ARTICULATION GUIDELINES

The front elevation of all homes shall contain wall plane articulation. No elevations shall be a single wall plane across the entire width of the front elevation. Each front elevation shall contain a minimum of two of the following elements, to be identified on the architectural plans submitted for building permit:

- (a) A minimum of two wall planes on the front elevation, offset a minimum of 18 inches
- (b) Covered front porch or patio with a minimum size of 60 square feet
- (c) A side-entry or swing-in garage entry (for garage doors that do not face the front street)
- (d) A garage door recessed from the primary front façade a minimum of five feet (for garage doors that face the front street)
- (e) Enhanced garage door materials (wood, ornamental metal, decorative door, window inserts and hardware, painted or stained to match house)
- (f) Shed roof or trellis (at least 18" deep) above garage door for additional architectural detail
- (g) A combination of at least two roof types (e.g., hip and gable) or two different roof planes of varying height and/or direction
- (h) Two or more material finishes to complement the architectural style of the home
- (i) The addition of one or more dormers on the front elevation to complement the architectural style of the home

SEC. 2.3.012 LIGHTING STANDARDS

All light fixtures, including security lighting, except street lamps, shall be aimed or shielded so that the direct illumination shall be confined to the property boundaries of the source. Particular care is to be taken to assure that the direct illumination does not fall onto or across any public or private street or road. Motion sensing lighting fixtures shall be properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.

No new mercury vapor light fixtures or replacement equipment other than bulbs shall be sold or installed for use as outdoor lighting within the city after the effective date of this Ordinance.

Search lights, laser source lights, strobe or flashing lights, motion or illusion lights or any similar high-intensity light shall not be permitted, except in emergencies by police and fire personnel at their direction or as permitted in section 45.11. Does not include movie projection in conjunction with 'Movies in the Park' or an approved special event permit.

Total outdoor light output, excluding streetlights used for illumination of public rights-of-way, of any development project shall not exceed 100,000 lumens per net acre, averaged over the entire property.

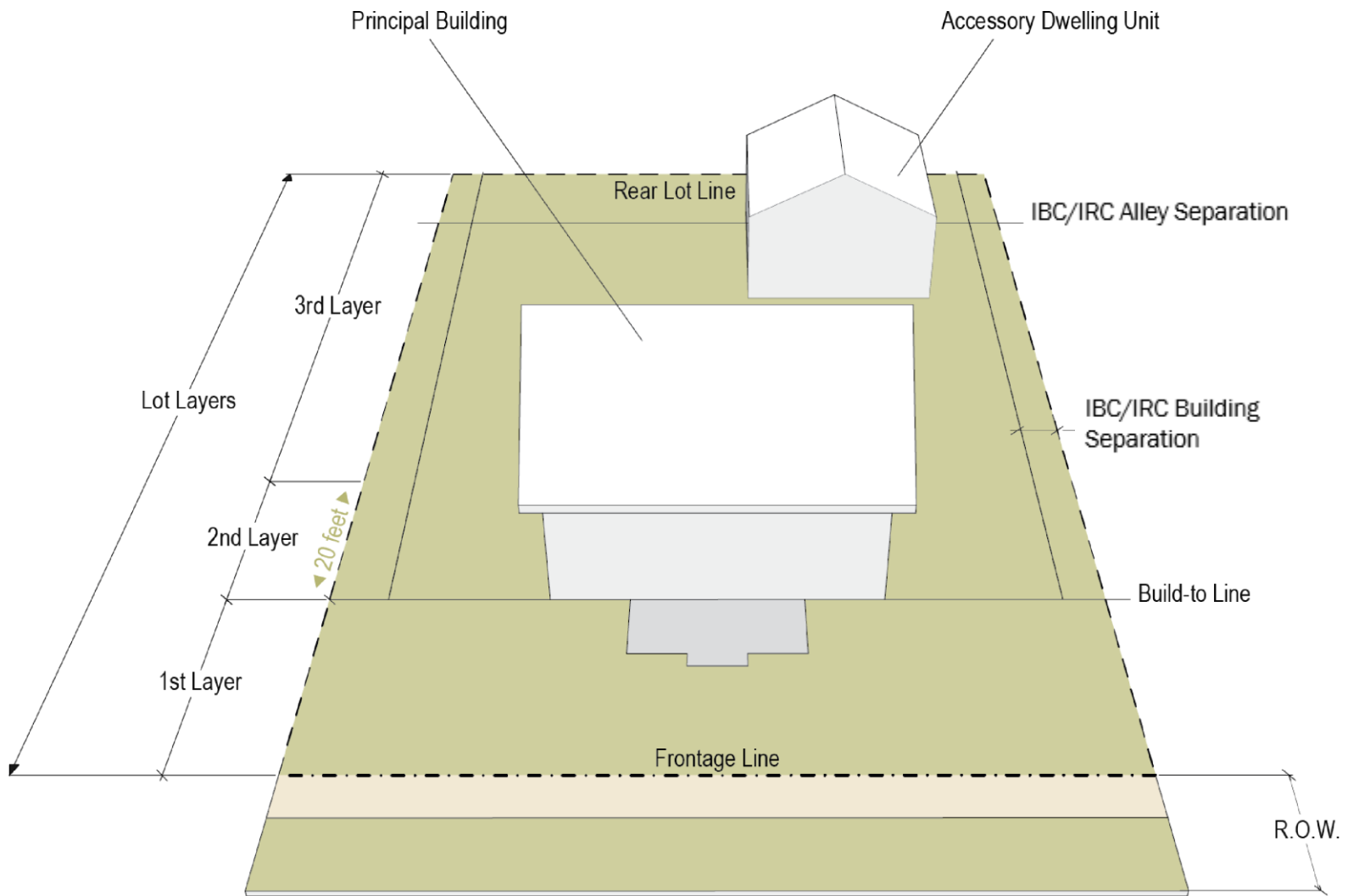
Lighting used for all externally illuminated signs shall conform to all restrictions of this section and shall be fully shielded.

Parking lot lighting standards. Lighting standards (poles) shall be sized in such a manner that the top of any luminary does not exceed 30 feet above adjacent grade, unless otherwise approved by the City Council.

SECTION 2.4 LOT STRUCTURE DESCRIPTION & DIAGRAM

BUILDINGS	
Principal Building	The main Building on a Lot.
Accessory Structures	A secondary Building usually located toward the rear of the same Lot as a Principal Building such as a garage, carport, or workshop and may include a dwelling unit, but no more than two per Lot.
LOT LAYERS	
First Layer	The area of a Lot from the Frontage Line to the Facade of the Principal Building.
Second Layer	The area of a Lot set behind the First Layer to a depth of 20 feet in all Development Types.
Third Layer	The area of a Lot set behind the Second Layer and extending to the rear Lot Line.
LOT	
Build-to-Line	The minimum percentage of the front Building Facade that must be located within the First Layer.
Lot Width	The length of the Principal Frontage Line of a Lot.
Frontage Line	Where the Property Line meets R.O.W.
Rear Lot Line	Where the Property Line meets Alley R.O.W. or an adjoining side/ rear property line.

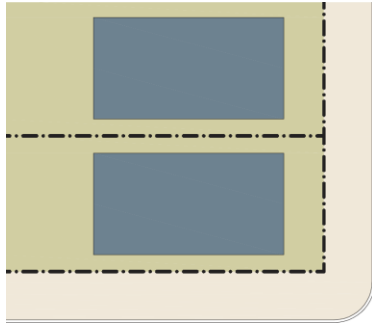
LOT STRUCTURE DIAGRAM



SECTION 2.5 BUILDING TYPES

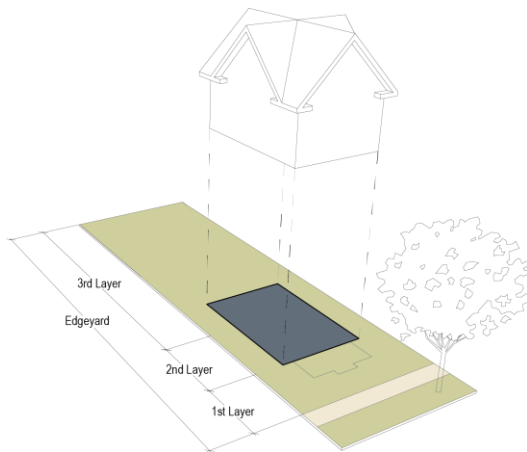
(a) EDGEYARD

The placement of a Building within the boundaries of its Lot to create an Edgeyard around the Building, with IBC separation and setbacks per Section 2.3.001 (d) on all sides. This is the least urban of types as the front yard sets the Building back from the Public Frontage, while the side yards weaken the spatial definition of the Thoroughfare in front of the Building.

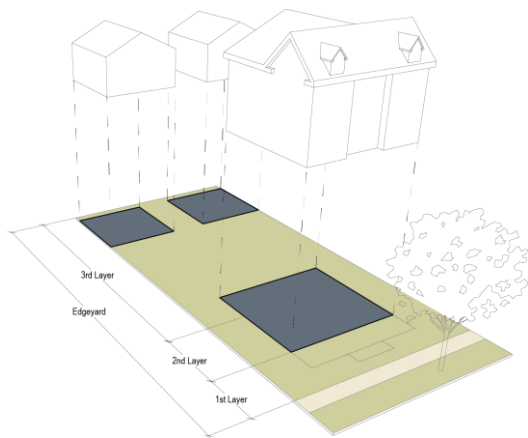


GENERAL PLACEMENT

Variants:, House, Duplex, Triplex, Fourplex



HOUSE

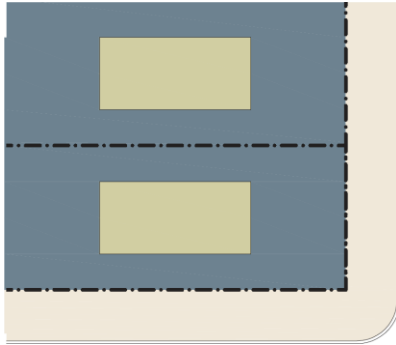


DUPLEX, TRIPLEX, FOURPLEX

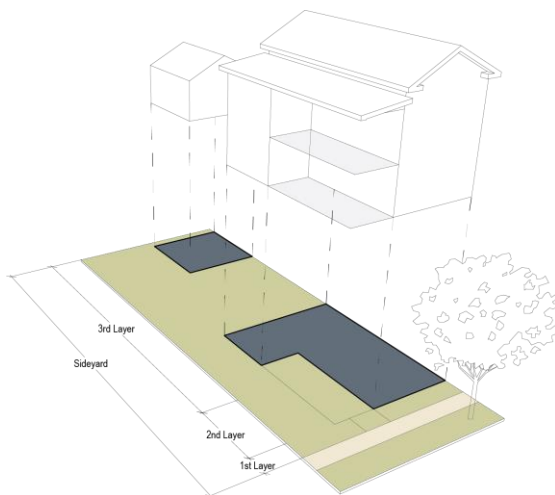
(b) SIDEYARD

The placement of a Building within the boundaries of its Lot to create a private Sideyard, with a Setback to one side. A shallow Front Setback defines a more urban condition. If the adjacent Building is similar with a blank side wall, the yard can be quite private. This type permits systematic climatic orientation response to the sun or the breeze. If a Sideyard House abuts a neighboring Sideyard House, the type is known as a twin or double House.

Variants: Sideyard House



GENERAL PLACEMENT

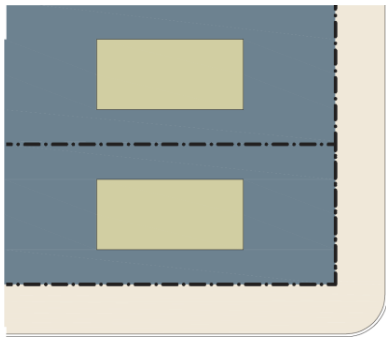


SIDEYARD

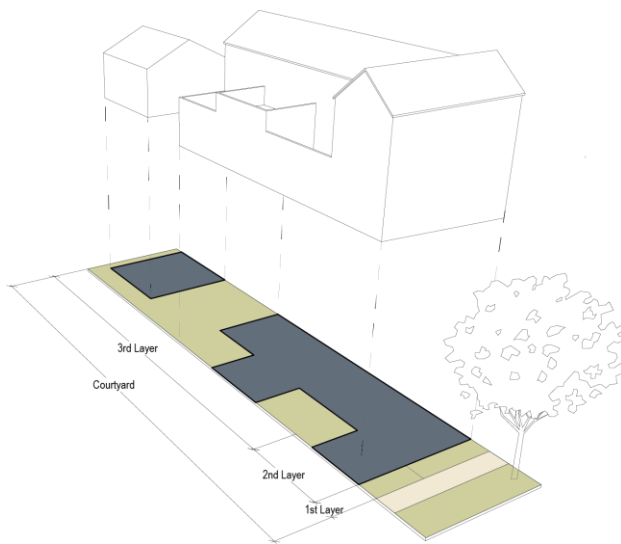
(c) COURTYARD

A Building placed within the boundaries of its Lot to create a private Courtyard, while internally defining one or more private patios. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. This is the most urban of types, as it is able to shield the Private Realm from all sides.

Variants: Courtyard House, Courtyard Apartment Building



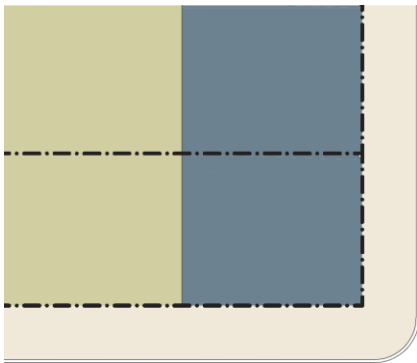
GENERAL PLACEMENT



COURTHOUSE

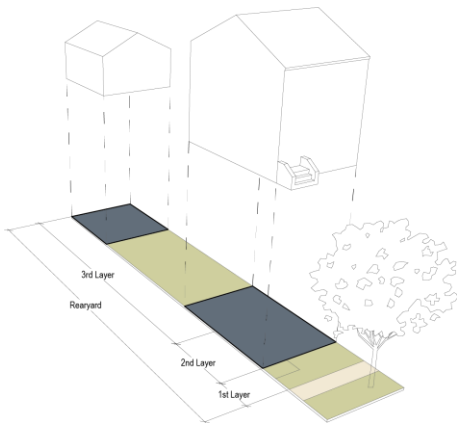
(d) REARYARD

The placement of a Building within the boundaries of its Lot to create a Rearyard, leaving the rear of the Lot as private space or available for dedicated parking in its Commercial form. Common walls shared with adjacent buildings create a continuous Facade along the Frontage Line that steadily defines the public Thoroughfare in front of the Building. Rear elevations may be articulated for functional purposes.

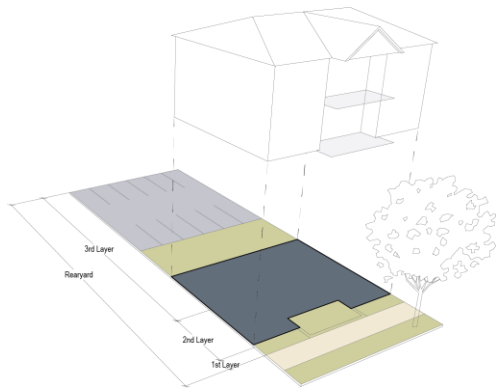


GENERAL PLACEMENT

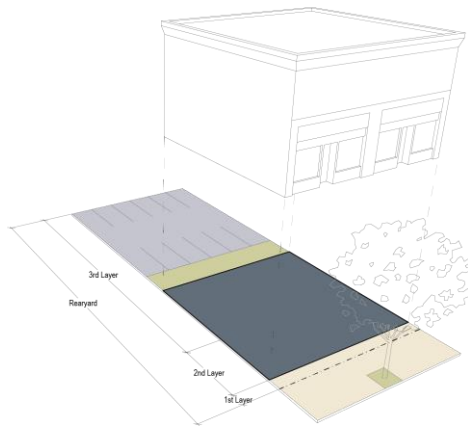
Variants: Rowhouse, Apartment Building (5+ Units), Commercial Building, Live-Work Building, Mixed-Use Building,



ROWHOUSE



APARTMENT BUILDING



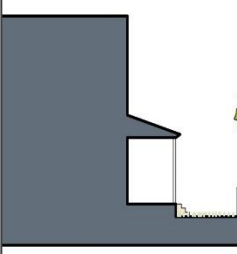
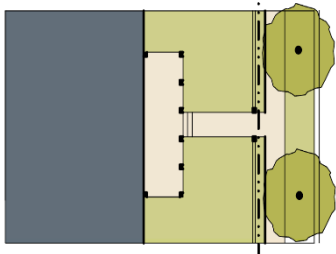
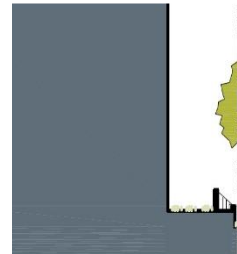
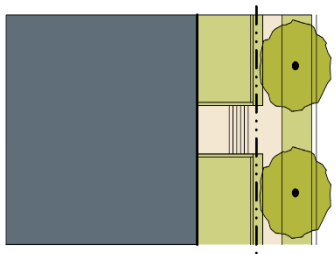
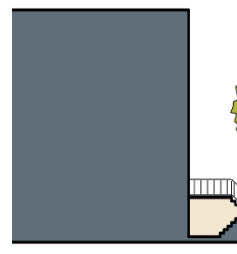
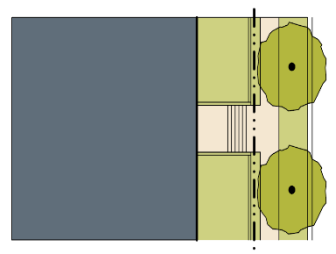
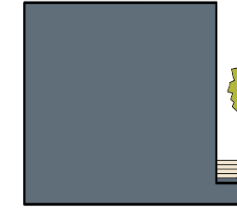
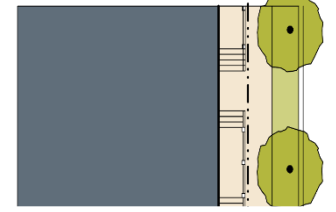
COMMERCIAL BUILDING

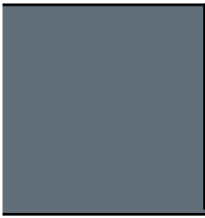
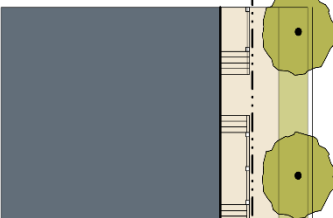
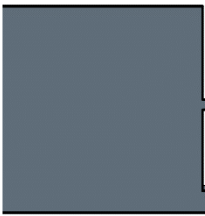

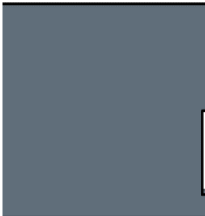

SEC 2.5.001 PERMITTED BUILDING TYPES PER DEVELOPMENT TYPE

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
A: REARYARD			
COMMERCIAL BUILDING		NP	P
APARTMENT BUILDING	NP	NP	P
ROWHOUSE	NP	NP	P
B: SIDEYARD			
SIDEYARD	NP	NP	P
C: COURTYARD			
COURTYARD HOUSE	NP	P	P
COURTYARD APARTMENT BUILDING	NP	NP	P
D: EDGEYARD			
RANCH HOUSE, VILLA	NP	P	NP
HOUSE	NP	P	P
DUPLEX	NP	P	P
TRIPLEX, FOURPLEX	NP	NP	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

SEC 2.5.002 PERMITTED ENCROACHMENTS PER DEVELOPMENT TYPE

	Private Realm	Public Realm	SF	CORE	DESCRIPTION
PORCH			P	P	A roof covered raised platform
DOORYARD			NP	P	An elevated front yard extending to the Frontage Line, buffering it from Pedestrian activity of the Sidewalk.
TERRACE			NP	P	An elevated, paved patio or veranda at the entrance to a Building. This type is suitable for first floor Commercial Uses as an outdoor seating area.
STOOP			NP	P	An exterior stair and landing leading to an elevated first Story of a Building.

	Private Realm	Public Realm	SF	CORE	DESCRIPTION
LIGHTWELL			NP	P	An exterior stair and landing leading to a below grade Story of a Building.
GALLERY			NP	P	An attached cantilevered shed or a lightweight colonnade extending from a Building Facade to overlap the sidewalk.
ARCADE			NP	P	Colonnade supported upper stories of a Building projecting over the Sidewalk, where the Facade of the first Story remains or behind the Frontage Line.
			P=PERMITTED	NP=NOT PERMITTED	

SEC 2.5.003 BUILDING STANDARDS PER DEVELOPMENT TYPE

LOT OCCUPATION - SEC. 2.3.009			
DEVELOPMENT TYPE	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
LOT COVERAGE		70% max	70% max
BUILDING FRONTAGE AT BUILD-TO-LINE		40% min	60% min
BUILD-TO-LINE		10/15 ft – 25 FT	5 ft – 20 ft

BUILDING HEIGHT IN STORIES - SEC. 2.5.003			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
PRINCIPAL BUILDING	NP	2 max	3 max
ACCESSORY DWELLING UNIT	NP	2 max	2 max

FIRST LAYER ENCROACHMENTS - SEC. 2.5.002			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
OPEN PORCH	NP	50%	80% max
BALCONY AND/OR BAY WINDOW	NP	50%	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

R.O.W. ENCROACHMENTS - SEC. 2.5.002			
	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
AWNING, GALLERY, OR ARCADE		NP	To within 2 ft of the curb*

*WITH LICENSE TO ENCROACH INTO THE RIGHT OF WAY

PARKING LOCATION -
SEC. 2.3.007

	OPEN SPACE (BASE P1)	SF (BASE P3)	CORE (BASE P5)
SECOND LAYER	P*	P	P*
THIRD LAYER	P*	P	P

BLANK = BY WARRANT P = PERMITTED NP = NOT PERMITTED

*SUBJECT TO SCREENING REQUIREMENTS

CHAPTER 3: VIRIDIAN PUBLIC REALM DEVELOPMENT STANDARDS

SECTION 3.1 STREETS & PUBLIC REALM

SEC. 3.1.001 GENERAL

- (a) Development located within the Viridian Development shall be subject to the requirements of this Section.
- (b) Street Arrangement: The Viridian Transportation Plan establish the foundation for the Mandatory Street Network. All Streets shall be continuous or in alignment with existing Streets unless variations are deemed advisable due to topography and requirements of traffic circulation.
- (c) Street Design: To assure adequate and proper Streets, a soils evaluation report by a licensed Engineer shall be required. This report shall be submitted with the plans and specifications for Street improvements. Generally, all Streets shall be surfaced with one of the surfaces indicated below with Curb and gutter as set forth in and built according to the current City of Bastrop Construction Standards Manual and Details.
- (d) Street Widths: Avenue Roads shall have a minimum dedicated right-of way of 80 feet and a minimum paving width Curb to Curb of 36 feet. Connector Streets used to primarily serve neighborhoods shall have a minimum dedicated right-of-way of 60 feet and a minimum (paving) width Curb to Curb of 32 feet. Neighborhood and Local Streets shall have a minimum dedicated right-of-way of 55.5 feet with a minimum paving width Curb to Curb of 28 feet.
- (e) Intersections:
 - (1) All Streets, major, neighborhood connector must intersect at an angle no less than 80 degrees or greater than 100 degrees. Unless existing Site constraints will not allow for this alignment.
 - (2) Curbs at acute angle intersections, shall have 25 foot radii at acute corners.
 - (3) Each new Street intersection with, or extending to meet, an existing Street, shall be tied to the existing Street on center line.
 - (4) Minimum Curb radius at intersections:
 - A. Avenue Roadway - 20 foot
 - B. Local Connector - 15 foot
 - C. Neighborhood Street - 10 foot

(f) Cul-De-Sacs:

- (1) Dead-end Streets must be avoided unless approved due to geographically sensitive areas, topography, railroad tracts, or another physical barrier.
- (2) Dead-end Streets may be platted where the land being divided adjoins property not being divided, in which case the Streets shall be carried to the boundaries thereof. Streets designed to be permanently dead-end shall not be longer than 500 feet and shall be provided at the closed end with a paved cul-de-sac at least 80 feet in diameter.
- (3) Temporary turnarounds are to be used at the end of a Street more than 300 feet long that will be extended in the future.

(g) Street Names: New Streets shall be named to provide continuity of name with existing Streets and to prevent conflict with identical or similar names in other parts of the City, as determined by the 911 coordinator for the City and/or County.

(h) Private Streets: To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations. Private Streets may be permitted by approval of the City Council after evaluation of such considerations.

(i) Street Signs: Street Signs are required at all intersections. Signs will meet current City Sign Standards or match the existing Street Signs of the adjacent joining Streets.

(j) Alleys:

- (1) Pavement Type: Alleys shall be paved with reinforced concrete conforming to Street paving requirements.
 - A. Alternative Construction methods may be approved by the Director of Engineering.
- (2) Width: A minimum paved width of 16 feet and a minimum right-of-way of 20 feet shall be required for all alleys.
- (3) Drainage: Adequate Drainage shall be provided with paved sections or by swales to drain all lots to Streets without Drainage easements through lots where possible. The depth of Swale shall be as required for Drainage with a minimum longitudinal slope of 1/2 of 1.5% percent toward a Street or Drainage easement.
- (4) Streets and Alleys shall be designed by a register engineer meeting the specifications of this manual and the City of Bastrop Construction Standards Manual.

(k) If there are deviations from the Viridian Development Master Transportation Plan and the City of Bastrop Major Thoroughfare Map, the Director of Planning & Development may require a Traffic Impact Analysis to be administratively reviewed and approved.

SECTION 3.2 NEW STREETS

SEC. 3.2.001 STREET RIGHT-OF-WAY WIDTH

- (a) Street right-of-way width for Thoroughfare Master Plan Streets must be dedicated as specified in the Viridian Development Master Transportation Plan.
- (b) Alignments may be adjusted and approved administratively by the Director of Planning & Development if significant topographical or environmental constraints are found.
- (c) Sufficient right-of-way must be dedicated to the City/County for Streets and sidewalks, in accordance with the Master Transportation Plan. Typical Street right-of way widths are illustrated in this Section.
- (d) Additional right-of- way beyond that shown in the applicable Street typical cross-section will be provided to accommodate turn lanes when warranted.

SEC. 3.2.002 MEASUREMENT OF STREETS & PUBLIC REALM

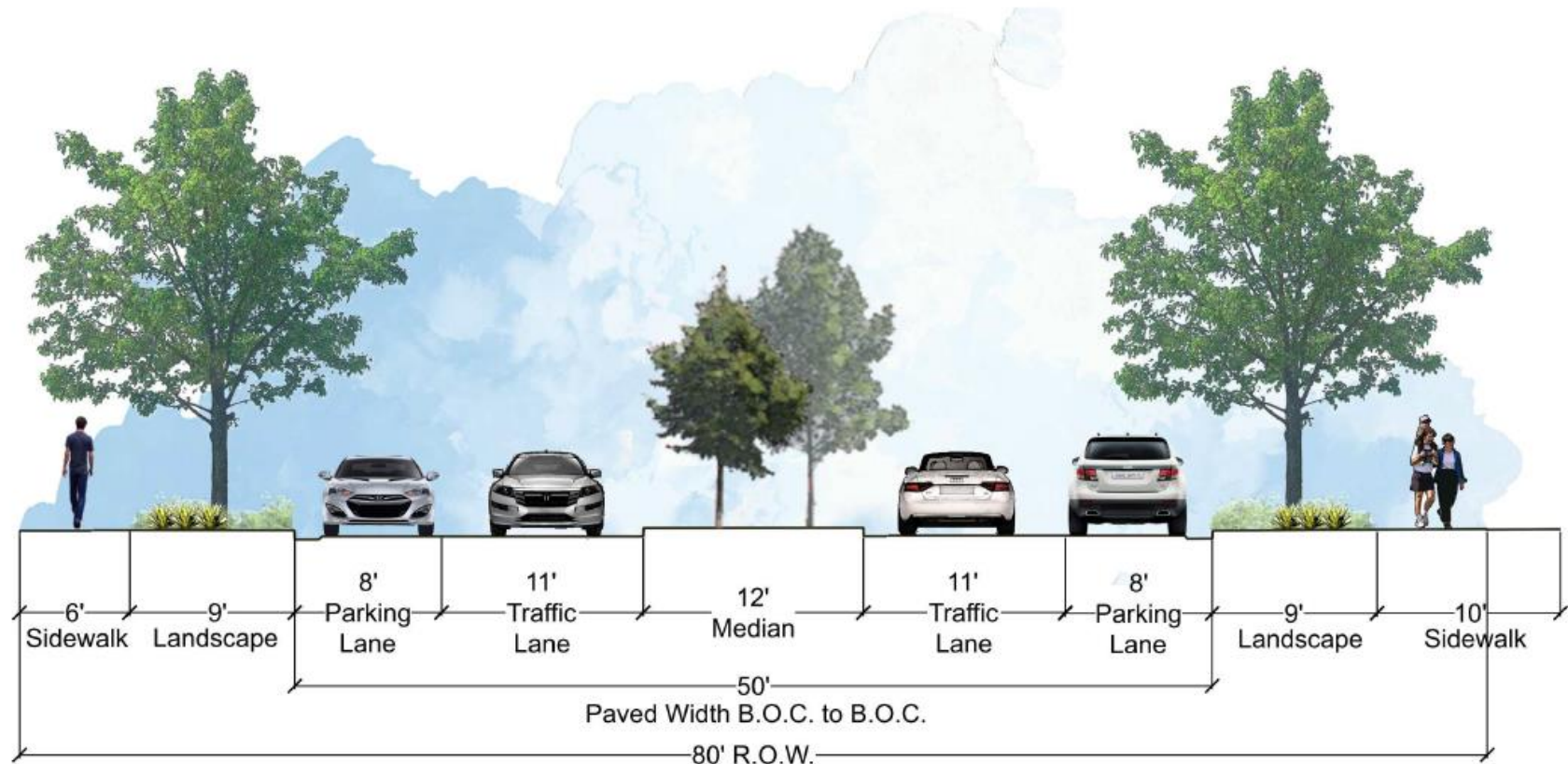
- (a) Face of Curb. All measurements of parking spaces and lane widths are taken from the Face of Curb and are inclusive of the gutter.
- (b) Pavement Markings. All measurements of parking spaces and lane widths are made to the center of pavement markings.

SECTION 3.3 STREET TYPES

Streets Types have been provided which correspond back to the built environment they serve.

(a) The Street Types are separated into three categories:

- (1) Primary Multimodal Street: Avenue (80' R.O.W.) - provide a higher degree of mobility than most of the grid network by serving travel between major destinations or activity centers, as well as providing local cross-City route alternatives to the major highway routes. These streets should be designed as walkable, low to moderate speed thoroughfares that carry both through and local traffic pedestrian, and bicyclists, these will be considered in compliance with this Section by following the requirements established in Section 3.3.001
- (2) Connector (60' R.O.W.) - provide a higher degree of direct access to abutting property. These Streets should be designed as walkable, low- speed Streets, that connect different Development Types and neighborhoods together, these will be considered in compliance with this Section by following the requirements established in Section 3.3.002
- (3) Neighborhood Street A (55.5' R.O.W.) – provide a higher degree of direct access to abutting property. These Streets should be designed as walkable, low-speed Streets, these will be considered in compliance with this Section by following the requirements in Section 3.3.003



AVENUE STREET

Note: Need street lights at all intersections and significant bends, and shall not exceed 175' of spacing.

Note: 10' sidewalk provided on one side of avenue. Sidewalks may meander in and out of the right of way and into adjacent landscape lot.



SEC Planning, LLC

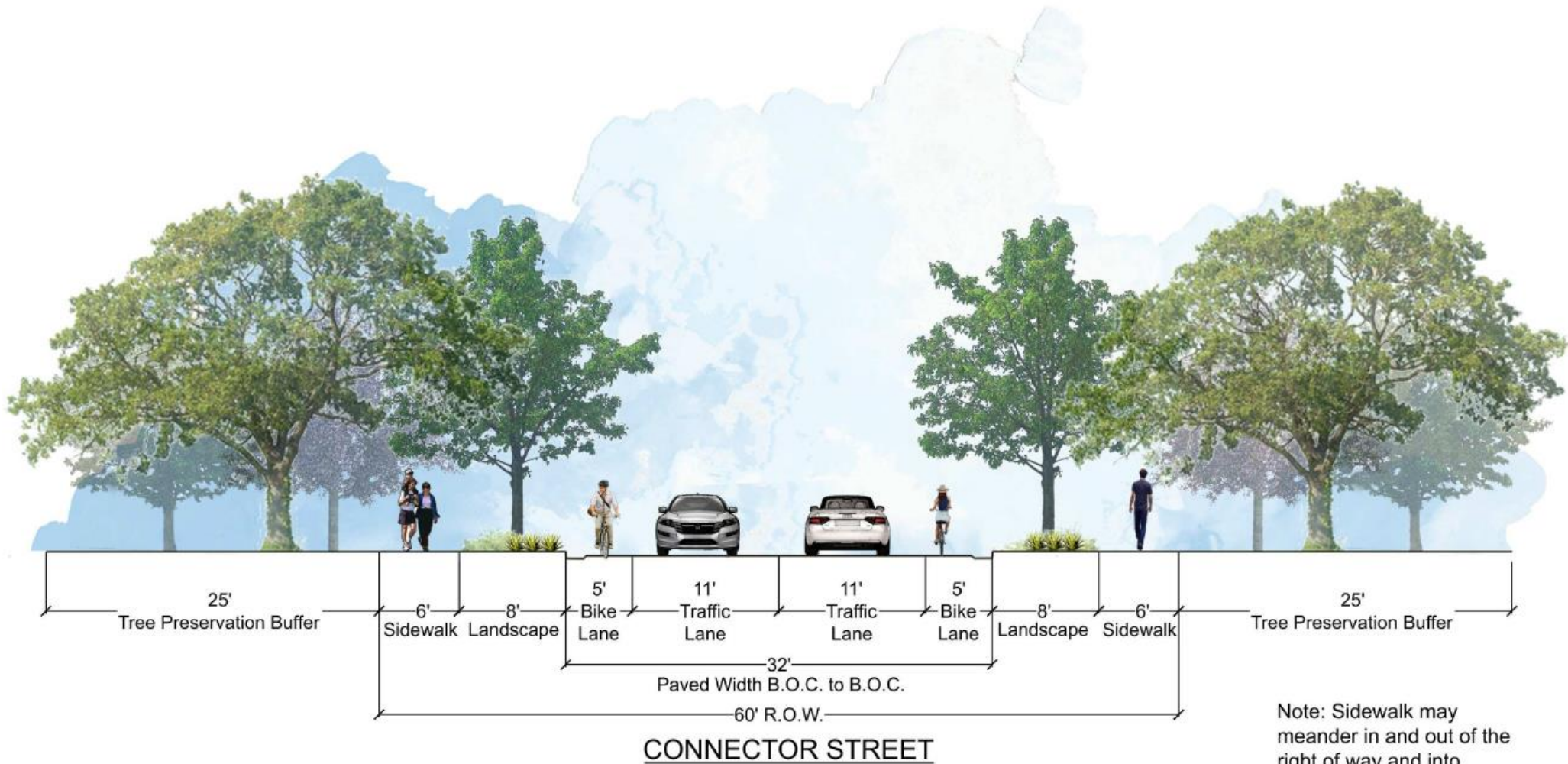
Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
 (512) 245-7881
 www.secplanning.com • info@secplanning.com

D.R. HORTON
 BASTROP, TEXAS

Date: February 23, 2021

SHEET FILE: V:\000202\HORTON\SEC Planning\Submittal\QA Development\Exhibit\Street Sections.dwg
 Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



Note: Sidewalk may meander in and out of the right of way and into adjacent landscape lot.

Note: Need street lights at all intersections and significant bends, and shall not exceed 175' of spacing.



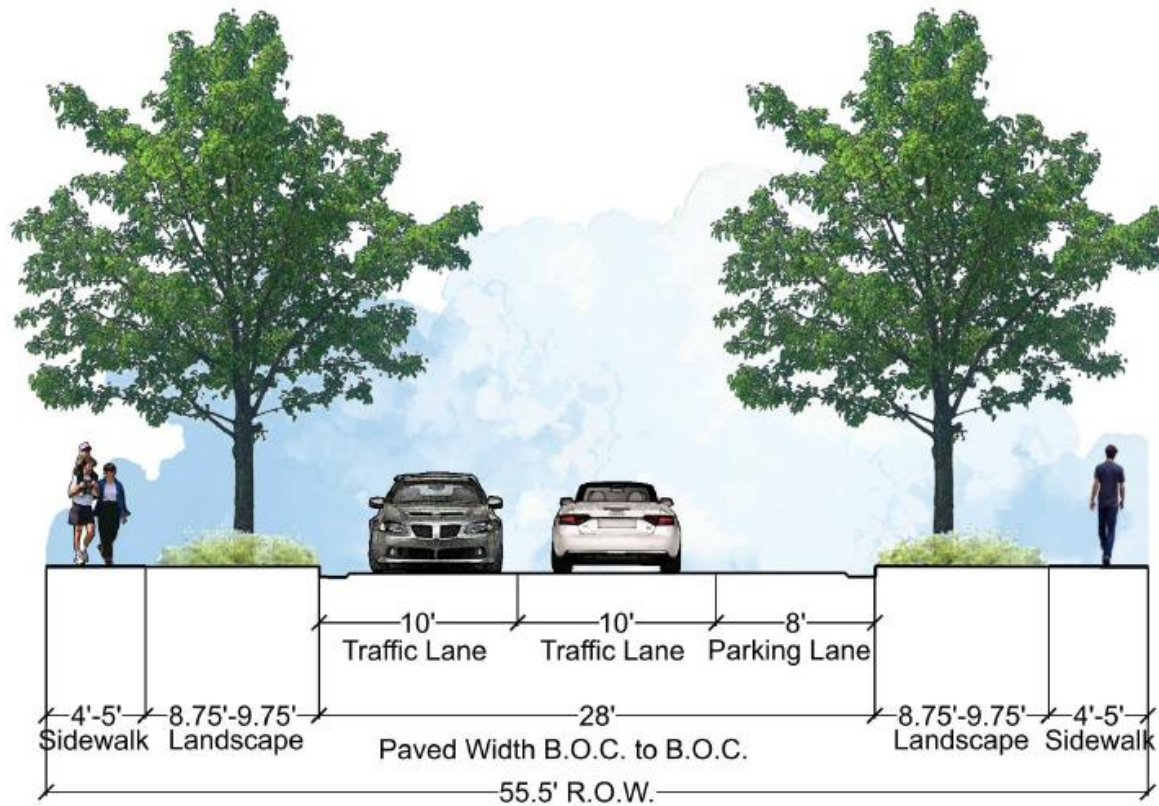
SEC Planning, LLC
Land Planning + Landscape Architecture + Community Branding
AUSTIN, TEXAS
512.246.7000
www.secplanning.com • info@secplanning.com

D.R. HORTON
BASTROP, TEXAS

Date: February 23, 2021

SHEET FILE: V:\2020\20-HORTON\PLANNING\Submittal\QA Development\Exhibits\Street Sections.dwg
Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

SEC. 3.3.003 NEIGHBORHOOD STREET "A"

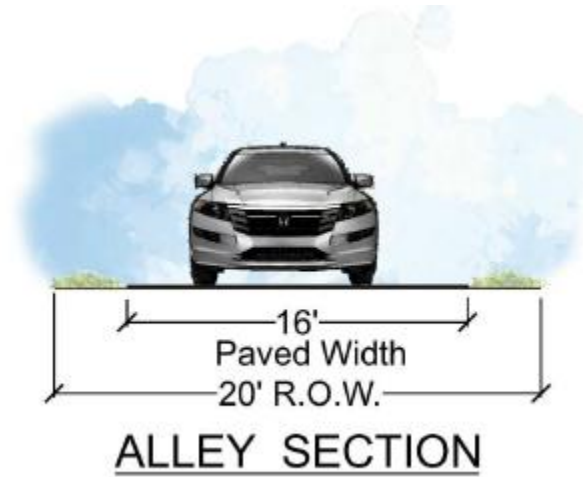


*4' SIDEWALK IF HOUSING PRODUCT IS FRONT LOADED.
 5' SIDEWALK IF HOUSING PRODUCT IS ALLEY LOADED.

NEIGHBORHOOD STREET

Note: Need street lights at all intersections and significant bends, and shall not exceed 175' of spacing.

SEC. 3.3.004 ALLEY SECTION



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

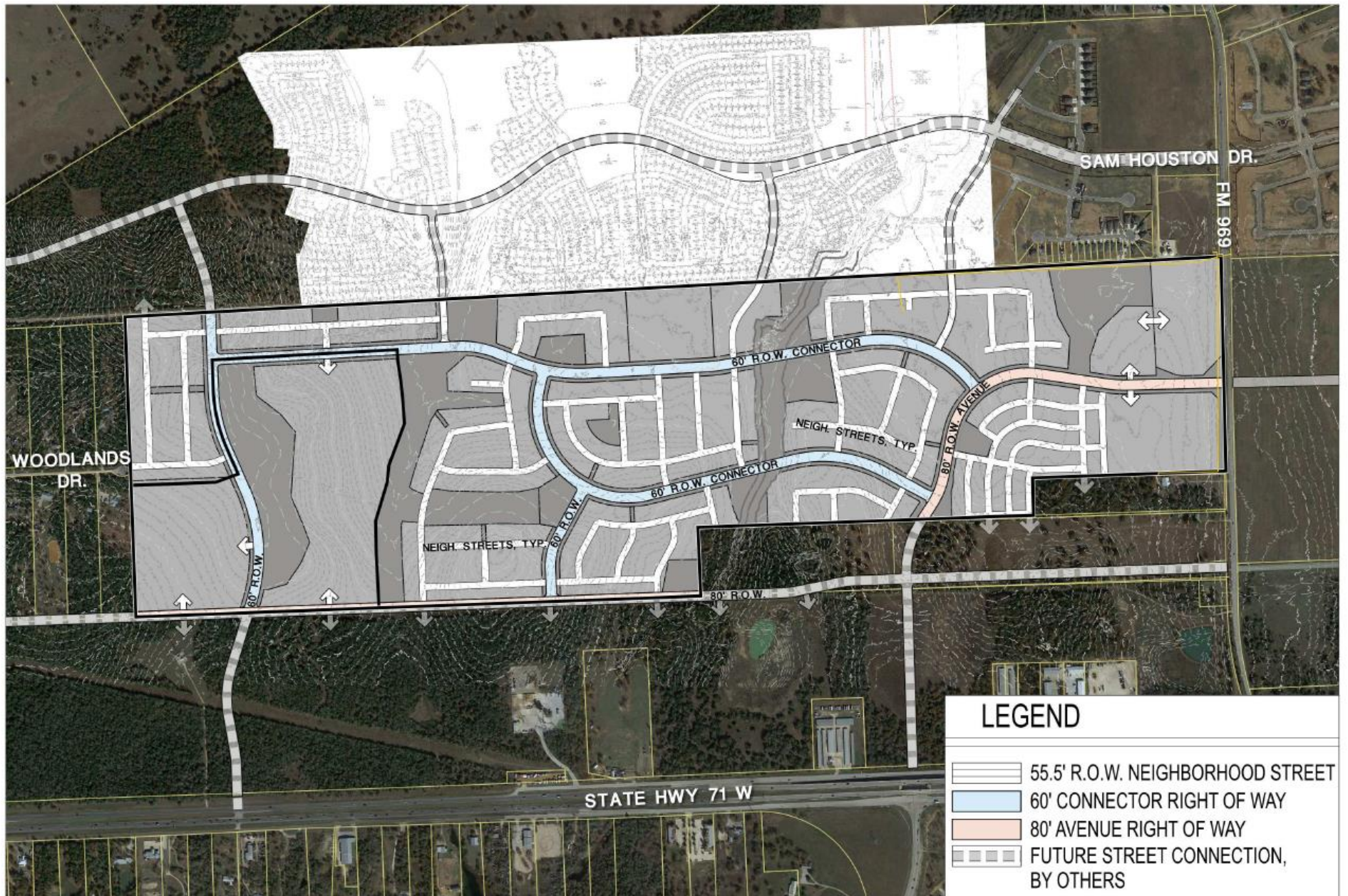
AUSTIN, TEXAS
512.246.7803
www.secplanning.com • info@secplanning.com

D.R. HORTON
BASTROP, TEXAS

Date: February 23, 2021

SHEET FILE: V:\2020\2021\HORTON\SEC Planning\Submittal\DA Development\Exhibits\Sheet Sections.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS

SEC. 3.3.006 COMPLIANCE WITH THE VIRIDIAN MASTER TRANSPORTATION PLAN

- (a) Intent : The pattern of Streets on the Viridian Master Thoroughfare Plan is intended to create a connected Street network that provides a variety of routes for Pedestrian, Bicycle and vehicular traffic, while respecting the conditions of the natural environment.
- (b) the location of internal Streets may vary from their locations on the Viridian Master Transportation Plan, subject to the following conditions:
 - (1) The proposed arrangement meets the intent of the Viridian Master Transportation Plan.
 - (2) Overall connectivity to adjacent tracts shall not be decreased.
 - (3) Approved Administratively by the Director of Planning and Development.

SEC. 3.3.007 PUBLIC FRONTAGE STANDARDS

- (a) Street Types may be configured a variety of patterns and layouts along different Street Types. Street designs and must include:
 - 1. The type of Drainage located adjacent to the vehicle lane;
 - 2. The Furnishing Zone area provided to accommodate Street Trees, Public Infrastructure, and Public Furniture; and,
- (b) The Public Frontage of Streets shall be designed as specified in this document and constructed in accordance with the B3 Technical Manual.
- (c) The paving design of the Walkway shall be continuous for the extent of each Block Face.
- (d) Sidewalks are required on all Primary Multimodal Streets, Neighborhood Streets and Local Connector Streets. The width and location of sidewalks shall be in accordance with the appropriate Street cross-section as defined in this document. The area between Curb and Sidewalk shall be excavated or filled to provide a uniform grade to match with the longitudinal Street grade. The ground elevation at the right-of-way line shall be not more than 2 feet nor less than 3 inches above the elevation of the top of the adjacent Curb. All sidewalks shall be of a continuing common surface, not interrupted by steps or abrupt changes in level. Wherever sidewalks end, at cross Streets or parking areas, they shall bend to a common level by constructing handicapped ramps in compliance with Americans with Disabilities Act (ADA) dimensions and Standards. All the broom-swept smooth and uniform to provide a non-slip surface. Construction details shall be in accordance with the City's standard specifications and B3 Technical Manual.

- (e) Street Lights shall be provided at all intersections, significant bends and shall not exceed 175 ft in spacing.

SEC 3.3.008 TRAFFIC & MITIGATION

- (a) The purpose of this section is to ensure Development within the Viridian Development is supported by an adequate roadway network to accommodate the continuing growth and Development of the City and its jurisdictional area. Acquisition of new rights-of-way for off-site, abutting, and internal Streets to support new Development is necessary and desirable. The City requires that:
 - (1) Development impacts are mitigated through contributions of Street rights-of-way and/or improvements to existing and new roadways; and
 - (2) New developments contribute their roughly proportionate share of the costs of needed transportation improvements; and
 - (3) Adequate infrastructure for new Development is adequately evaluated and addressed.
- (b) There must be a rough proportionality between the traffic impacts created by a new Development and requirements placed on the property owner or Applicant for new Development to dedicate and improve off-site, abutting, and internal Street rights-of-way to City Standards. The City will evaluate the Project and determine what dedications, if any, are required to address both the nature and extent of the impact that results from the proposed Development. The City desires to assure that Development impacts are mitigated through contributions of Street rights-of-way and transportation system improvements, and those new developments contribute their share of the costs of transportation improvements. It is the City's intent to institute a procedure to assure mandatory dedications of Street rights-of-way and Street Construction requirements are proportional to the transportation demands created by a new Development.
- (c) If the traffic impact will affect a state-controlled highway then the Applicant must coordinate the necessary improvements with the Texas Department of Transportation (TxDOT). Prior to the Final Plat being submitted the Applicant must have obtained an agreement on the necessary road improvements and submit an agreement between the City of Bastrop and the Applicant to meet the requirements established by TxDOT. This will require the Applicant to coordinate with TxDOT and request TxDOT to submit the necessary contract documents between TxDOT and the City of Bastrop to use as a basis for the transportation agreement between the City of Bastrop and the Applicant. A Final Plat cannot be recorded until the agreement has been finalized and the necessary funds (or, alternatively, approved fiscal assurance instruments) are deposited with the City of Bastrop or TxDOT.

SEC. 3.3.009 ALLEY CONSTRUCTION

(a) Intent

Alleys will serve the development to distribute services and vehicles to the rear of the lots. Limiting the interruptions into the Public Realm adds to Walkability.

(b) Alleys surface types will be as follows:

- (1) Width: A minimum width of 16 feet and a minimum right-of-way of 20 feet shall be required for all Alleys.
- (2) Drainage: Adequate Drainage shall be provided with paved sections or by swales to drain all lots to Streets without Drainage easements through lots, where possible. The depth of Swale shall be as required for Drainage with a minimum longitudinal slope of 0.5% toward a Street or Drainage easement.

SECTION 3.4 ALLOCATION & STRUCTURE OF BLOCKS

SEC. 3.4.001 BLOCKS

- (a) The Viridian Master Transportation Plan provides the basic framework for the Block configurations. The internal Street Network shall be structured to define blocks with the following maximum Block lengths and Block Perimeters (not including exterior R.O.W. dedication):

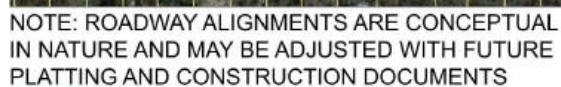
Open Space – Unrestricted

Single Family - 720 ft max / 1,440 ft. perimeter for double loaded block / 1,320 ft for single loaded block

Core - 720 ft max / 1,440 ft. perimeter for double loaded block / 1,320 ft for single loaded block

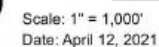
- (b) Block Faces, within Single Family and Core Place Types, exceeding 720 feet shall be equipped with a 20' Pedestrian way, dedicated to the HOA.
- (c) Blocks adjacent to undeveloped land, areas unsuitable for Development, or pre-existing incomplete blocks may be exempt from Block Face length and Block perimeter requirements by Warrant.
- (d) Blocks with more than one Development Type designation shall use the most intense designation to inform the Block Face length and Block Perimeter.
- (e) Creative and alternative Block configurations can be selected in the Pattern Book.

SEC 3.5.001 PARKS AND OPEN SPACE



VIRIDIAN
PARKS AND OPEN SPACE EXHIBIT
D.R. HORTON
BASTROP, TEXAS

 PARK/OPEN SPACE (87.0 ac.)
 6' SIDEWALKS
 5' BIKE LANES
 10' SIDEWALKS
 PEDESTRIAN SHEDS (1,320' RADIUS)
 PEDESTRIAN TRAILS (16,570 L.F.)



Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

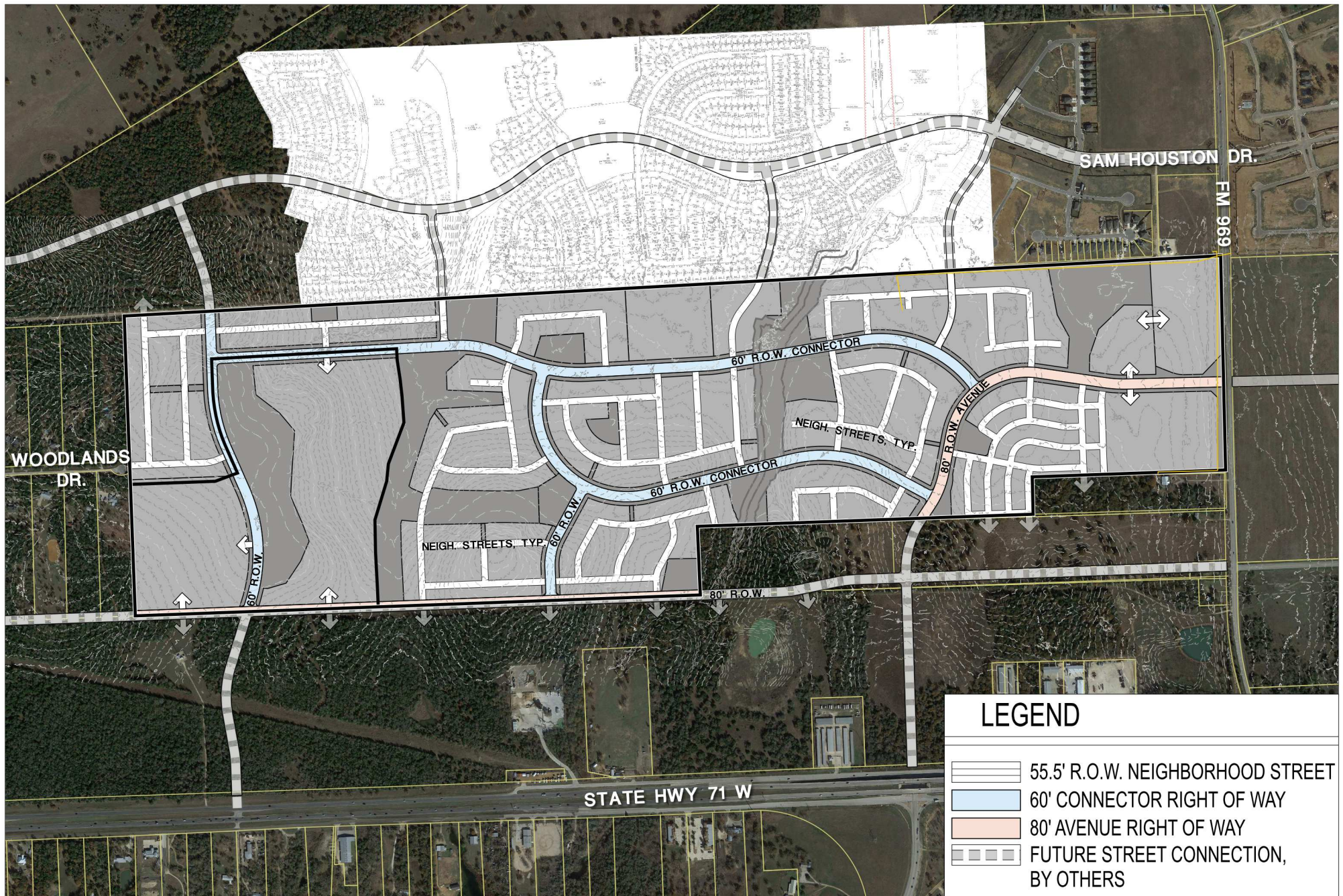
SECTION 3.6 WATER & WASTEWATER

- (a) **Water Lines:** The Applicant shall provide all water lines necessary to properly serve each Lot of the Development and ensure that existing and/or new water facilities can supply the required demand for domestic use and for fire protection at the desired pressure. The Applicant shall bear all costs for extending water service from existing City water lines to the Development. All water lines and service connections shall meet the current City of Bastrop Construction Standards. The Applicant shall submit a certificate to the DRC certifying that the system has been designed in accordance with the current requirements of the state regulatory agency and the City of Bastrop.
- (b) **Fire Hydrants:** Fire hydrants will be provided at a maximum spacing of 500 feet in Residential areas and 300 feet in Commercial or industrial areas. All hydrants shall be standard three-way post-type dry barrel hydrants complying to AWWA Standards with 6 inch or larger connections to mains. Fire hydrants shall be in accordance with current City of Bastrop Construction Standards.
- (c) **Wastewater Lines:** The Applicant shall provide all sewer lines necessary to properly serve each Lot of the Development and ensure that existing lines and facilities can adequately serve the proposed Development. The Applicant shall bear all costs for extending existing City sewer lines and facilities to service the proposed Development. All sewer lines and service connections shall meet the current City of Bastrop Construction Standards. Connection to the City's wastewater collection system shall only be permitted if the recipient of City sewer service is also a recipient of City of Bastrop water service at the location being connected.
- (d) **Septic systems** will not be permitted within a standard division of land. Septics systems must comply with the City Utility Standards, permits, and process if approved by City Council.
- (e) See the B3 Technical Manual for additional Standards.

SECTION 3.7 EASEMENTS

- (a) The Applicant platting property shall dedicate easements as follows:
 - (1) All easements created prior to the subdividing of any tract of land must be shown on the preliminary Plat. The Applicant shall Plat lots and dedicate easements for utilities and Drainage ways in the following manner:
 - A. Easements for utilities, Drainage ways, or Transmission Lines shall be retained on front, side, and/or rear Lot lines as required by the City and utility companies. Easements across parts of a Lot other than as described above shall be required as deemed necessary and most appropriate by the City. The DRC shall require access for ease of maintenance of all easements.
 - (2) Off-site Easements:
 - A. Easements in areas adjoining a proposed Development necessary to provide adequate Drainage thereof or to serve such Development with utilities shall be obtained by the Applicant prior to Final Plat approval.
 - (3) Privately-owned Easements.
 - (4) See the B3 Technical Manual for Standards for Easements.

Exhibit G
ROADWAY PLAN



NOTE: ROADWAY ALIGNMENTS ARE CONCEPTUAL IN NATURE AND MAY BE ADJUSTED WITH FUTURE PLATTING AND CONSTRUCTION DOCUMENTS



SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

AUSTIN, TEXAS
(512) 466-7001
www.secplanning.com • info@secplanning.com

VIRIDIAN
CONCEPTUAL ROADWAY EXHIBIT

D.R. HORTON
BASTROP, TEXAS

SHEET FILE: V:\202022-HORT\Caddres\PLANNING\Submittals\DA Development Exhibits\Conceptual Roadway Exhibit.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Exhibit I
PID TERM SHEET



**DEVELOPER'S PROPOSED TERMS
CITY OF BASTROP, TEXAS
VIRIDIAN PUBLIC IMPROVEMENT DISTRICT
4/13/2021**

The following limitations and performance standards will apply to the proposed Viridian Public Improvement District (the "PID") as proposed by D.R. Horton ("the Developer") to the City of Bastrop, TX ("the City") in connection with the development of approximately 1,372 lots as the Viridian master planned community ("the Project"):

PUBLIC IMPROVEMENT DISTRICT

FINANCING CRITERIA

1. **Maximum Authorized Improvements to be funded by PID bonds ("PID Bonds") to be issued are estimated to be:** \$95,000,000
2. **Maximum total equivalent tax rate including PID annual installment:** \$3.00/\$100
3. **Maximum years of capitalized interest:** 2
4. **Maturity of bonds (to extent allowed by law):** 30 years
5. The aggregate principal amount of bonds required to be issued will not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of actual bond issuance.

MISCELLANEOUS

1. **No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund the PID.**
 2. **No PID bonds will be issued without the approval by the City of a Service and Assessment Plan ("SAP") for the PID.**
 3. The PID may seek bond issues as a reimbursement for Authorized Improvements upon completion of the construction of such Authorized Improvements subject to compliance with these standards.
-

4. Special assessments on any given portion of the Project may be adjusted in connection with subsequent PID Bond issues as long as the special assessments are determined in accordance with the SAP. Special assessments on any portion of the Project will bear a direct proportionate relationship to the special benefit of the public improvements to such portion. Scheduled special assessments will not be increased on any lot once conveyed to an end user.
 5. All of the City's reasonable and customary costs with respect to issuance of the PID Bonds and creation of the PID will either be funded by the Developer or paid from PID Bond proceeds. The City and the Developer will agree to a budget for the City's costs, including ongoing PID administrative expenses, in advance of the preparation of bond documents. Ongoing administrative costs of the PID will be paid through the annual installments of the special assessments and will be determined by a competitive bidding process from qualified service providers.
 6. It is agreed that the improvements to be funded by the PID are defined as Authorized Improvements under Texas Local Government Code Section 372.003.
 7. It is agreed that all principal landowners funding Authorized Improvements will provide any required continuing disclosure obligations associated with the issuance of PID Bonds as required under the PID Bond indenture or any other regulatory agreement or regulatory agency.
 8. The appraiser preparing the appraisal required in connection with the PID Bonds will be selected by the City in consultation with the Developer and all reasonable fees will be paid by the Developer.
 9. The underwriter for the PID Bonds will be selected by the City and the Developer.
 10. No additional cash deposit, security or surety, beyond the land and any improvements on the land, will be provided by the Developer, or its assignees, in connection with the PID Bonds unless so required by the Underwriter for the PID Bonds.
 11. PID Bonds will be issued by the City upon request by the Developer and approval by the City Council following: receipt of an appraisal, financial analysis, and other professional services and due diligence reasonably necessary to support the request.
 12. This term sheet will remain in place and in force until such time and date that a final Financing Agreement is executed by the City and the Developer.
 13. It is understood by the Developer that the submittal of this document does not indicate that the City has agreed to the terms outlined herein.
-

EXHIBIT J

MEMORANDUM OF AGREEMENT

THE STATE OF TEXAS §
 §
BASTROP COUNTY §

THIS MEMORANDUM OF AGREEMENT is executed for the purpose of evidencing, of record, the existence of that certain Annexation and Development Agreement dated effective as of _____, 2021 (the "Agreement"), by and among the **City of Bastrop, Texas**, a Texas Home Rule City (the "City") and **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership (herein referenced as "Horton"). Horton is an owner of that certain real property located in Bastrop County, Texas, as described on **Exhibit "A"** ("Property"). The Agreement provides for, among other things, certain restrictions and commitments imposed and made in connection with the development of the Property. In addition, the Agreement establishes, defines, protects and clarifies, among other things, certain development rights, entitlements, land uses, intensity, and other physical aspects of the Property.

NOTICE TO BUYERS: ANNEXATION OF ALL OR A PORTION OF THE PROPERTY BY THE CITY IS CONTEMPLATED. BY ACCEPTING A DEED TO ALL OR A PORTION OF THE PROPERTY, EACH FUTURE OWNER OF PROPERTY GRANTS ITS CONSENT TO SUCH ANNEXATION.

The rights, obligations and benefits established pursuant to the Agreement shall run with the land comprising the Property and shall be binding upon all future owners of property in the Property. This instrument is executed solely for the purpose of (i) recording notice of the Agreement in the Official Public Records of Bastrop County, Texas, (ii) providing notice to future owners of property in the Property that land uses and development intensities are flexible and may change within the Property without notice, and (iii) providing notice to future owners of any of the Property that annexation of all or a portion of the Property by the City is contemplated and that by accepting a deed to any portion of the Property, they are consenting to such annexation. This instrument does not alter, amend or modify the Agreement. A copy of the Agreement may be obtained from either NEU or the City.

CITY:
CITY OF BASTROP,
a Texas home rule city

By: _____

Printed Name:

Title: _____

Date: _____

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: _____

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

THIS MEMORANDUM OF AGREEMENT was acknowledged before me on this _____ day of _____, 2021, by _____, on behalf of CHTEX of Texas, Inc., a Delaware corporation, general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of entities.

(SEAL) _____
Notary Public, State of Texas

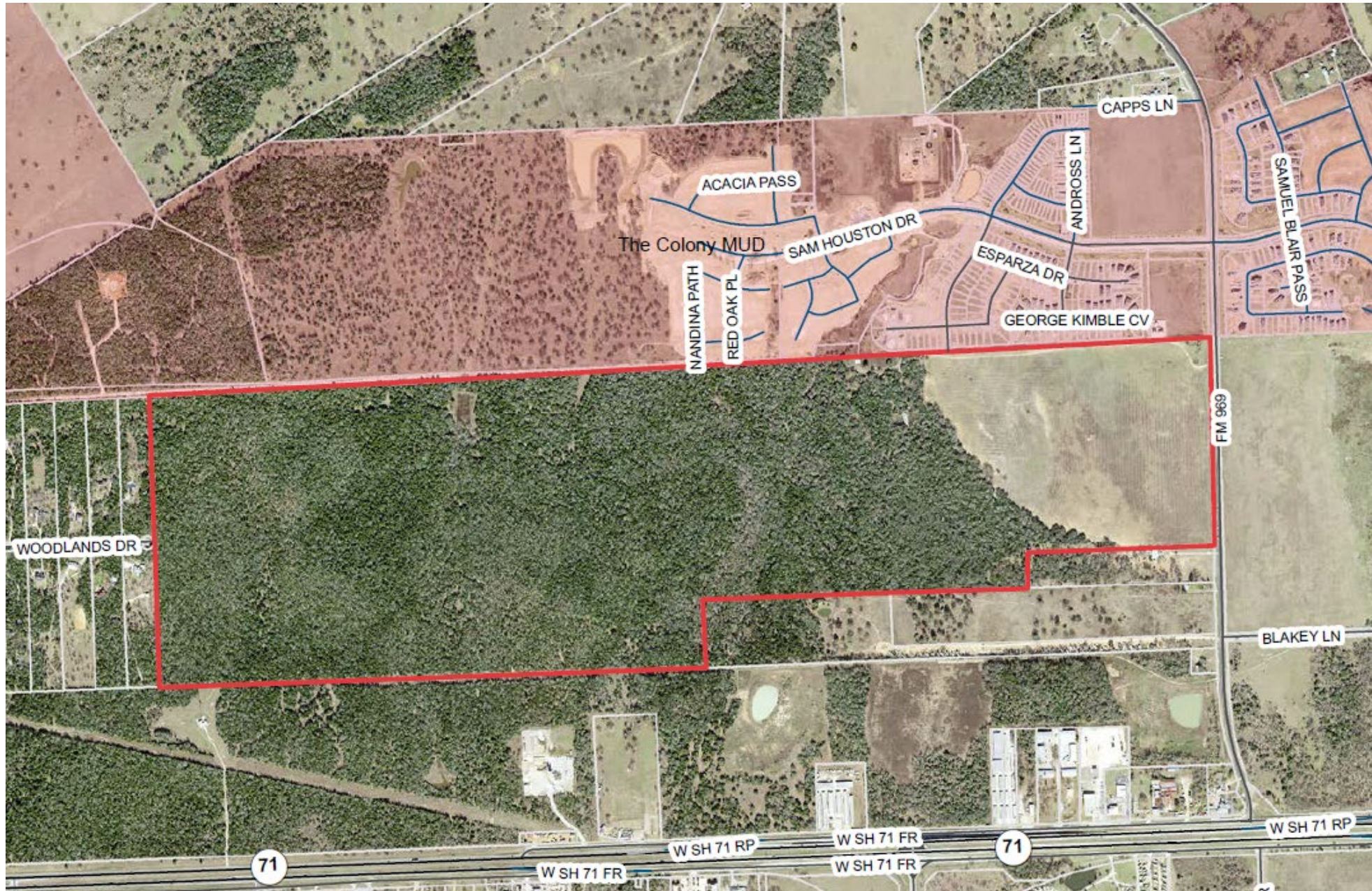
Item for Consideration

Public hearing and consider action to approve Resolution R-2021-65 of the City Council of the City of Bastrop, Texas, approving a Development Agreement between the City of Bastrop, a Home Rule City, and Continental Homes of Texas, L.P. a Texas Limited Partnership, for 399.9+/- acres of land out of the Nancy Blakey Survey Abstract 98, to the west of FM 969, located within the City of Bastrop Extraterritorial Jurisdiction, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.



Location

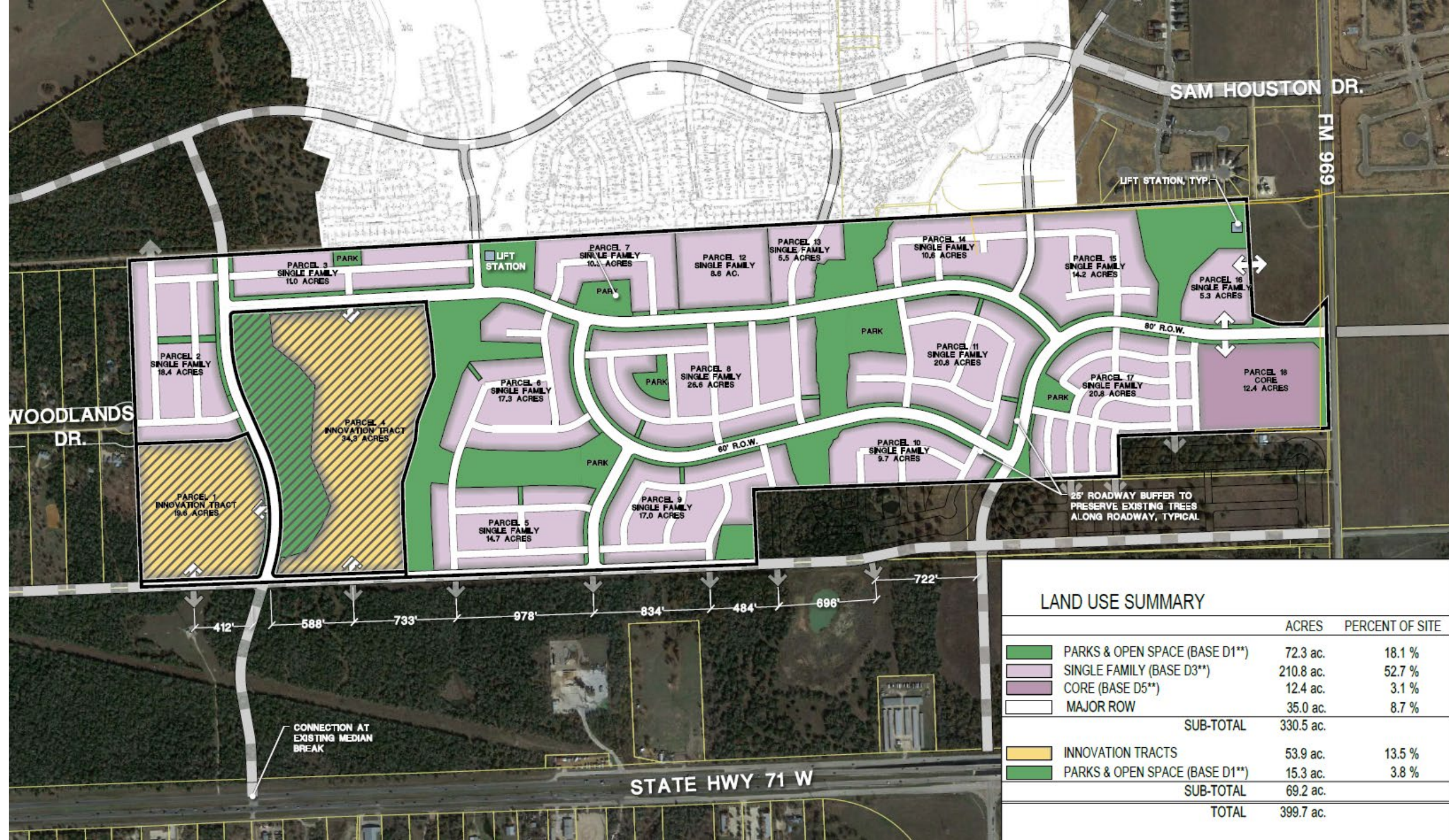
- West of FM 969



Summary of Plan

- Applicant: Continental Homes Of Texas L.P.
- Size: 400 +/- acres
- Area: Located in the Statutory Extraterritorial Jurisdiction
- Future Land Use Plan: Neighborhood Residential





SAM HOUSTON DR.

FM 969

WOODLANDS DR.

LIFT STATION, TYP.

LIFT STATION

PARCEL 3
SINGLE FAMILY
11.0 ACRES

PARCEL 7
SINGLE FAMILY
10.1 ACRES

PARCEL 12
SINGLE FAMILY
8.8 AC.

PARCEL 13
SINGLE FAMILY
5.5 ACRES

PARCEL 14
SINGLE FAMILY
10.6 ACRES

PARCEL 15
SINGLE FAMILY
14.2 ACRES

PARCEL 16
SINGLE FAMILY
5.3 ACRES

PARCEL 2
SINGLE FAMILY
18.4 ACRES

PARCEL 4
INNOVATION TRACT
94.3 ACRES

PARCEL 6
SINGLE FAMILY
17.3 ACRES

PARCEL 8
SINGLE FAMILY
26.6 ACRES

PARCEL 11
SINGLE FAMILY
20.8 ACRES

PARCEL 17
SINGLE FAMILY
20.8 ACRES

PARCEL 18
CORE
12.4 ACRES

PARCEL 1
INNOVATION TRACT
19.6 ACRES

PARCEL 5
SINGLE FAMILY
14.7 ACRES







PARCEL 9
SINGLE FAMILY
17.0 ACRES

PARCEL 10
SINGLE FAMILY
9.7 ACRES

25' ROADWAY BUFFER TO
PRESERVE EXISTING TREES
ALONG ROADWAY, TYPICAL

STATE HWY 71 W

LAND USE SUMMARY

	ACRES	PERCENT OF SITE
 PARKS & OPEN SPACE (BASE D1**)	72.3 ac.	18.1 %
 SINGLE FAMILY (BASE D3**)	210.8 ac.	52.7 %
 CORE (BASE D5**)	12.4 ac.	3.1 %
 MAJOR ROW	35.0 ac.	8.7 %
SUB-TOTAL		330.5 ac.
 INNOVATION TRACTS	53.9 ac.	13.5 %
 PARKS & OPEN SPACE (BASE D1**)	15.3 ac.	3.8 %
SUB-TOTAL		69.2 ac.
TOTAL		399.7 ac.

Development Types – Land Use

Development Type	Acreage	Percentage of Site
Parks & Open Space	72.3 ac.	17.6%
Single- Family	210.8 ac	51.5%
Core	12.4 ac.	3.0%
Major ROW	29.2 ac.	7.1%
Subtotal	322.7 ac	79.2%

Innovation Tracts	53.9 ac.	13.1%
Major ROW – Innovation	5.8 ac.	1.4%
Parks & Open Space	15.3 ac.	3.7%
Subtotal	75.0 ac.	18.2%

Future Commercial	10.8 ac.	2.6%
Total	408.28	100%

Development Standards

- Will develop in the ETJ until annexation is feasible for the City
- Development Standards based on the Bastrop Building Block (B3) Code
 - Block perimeters greater than Building Blocks, but smaller than Farm Lots.
 - Site has mature trees and drainage ways
 - Parks and open space used for geographic areas and along major throughfares to maintain the natural feel



STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 13E

TITLE:

Consider action to approve Resolution No. R-2021-67 of the City Council of the City of Bastrop, Texas, approving an agreement for Emergency Communications Services between Bastrop County and the City of Bastrop, 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:

Clint A. Nagy, Chief of Police

BACKGROUND/HISTORY:

Bastrop County, namely Bastrop County Emergency Communications Services (BCEC), has been providing emergency communications for the Bastrop Police and Fire Departments.

On October 1st, 2018, the City of Bastrop and the Bastrop County entered into interlocal agreement for emergency communications services. The BCEC provides telecommunications, 9-1-1 service, and dispatch services to the city. The cost of this service is two hundred eighty-six thousand three hundred and five dollars (\$286,305). The agreement was set for two (2) years and then automatically renews on October 1st each year after that.

A proposed increase is set to begin on October 1st, 2021. This amount is forty-four thousand four hundred seventy-six and 96/100 dollars (\$44,476.96). This increase is set until October 1st, 2023. The new proposed total is three hundred thirty thousand seven hundred eighty-one and 96/100 dollars (\$330,781.96) a year. This total payment to Bastrop County is made in quarterly installments of eighty-two thousand six hundred ninety-five and 49/100 dollars (\$82,695.49).

The Fire Department will continue to have dispatch services through the BCEC but is no longer being charged for the services. This adjustment was made because other fire departments in Bastrop County are not charged for dispatch services.

FISCAL IMPACT:

For the next two years, the city will pay \$330,781 a year, an increase of \$44,476.96 a year, to Bastrop County for Emergency Communications Services. Quarterly payments are due on October 1st, January 1st, April 1st, and July 1st during the fiscal year. This amount is in the FY 2022 proposed budget.

RECOMMENDATION:

Chief Clint Nagy recommends approval of Resolution No. R-2021-67 of the City Council of the City of Bastrop, Texas, approving the First Modification of the agreement for Emergency Communications Services between Bastrop County and the City of Bastrop, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution number 2021-67
- Attachment "A" First Modification to Agreement
- Interlocal Agreement (executed October 2018) for Emergency Communication Services between Bastrop County and the City of Bastrop.



RESOLUTION NO. R-2021-67

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
APPROVING AN AGREEMENT FOR EMERGENCY COMMUNICATIONS
SERVICES BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP,
ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO
EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING
CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

WHEREAS, The City of Bastrop ("City") and the County of Bastrop ("County") agree that the availability of police and fire department dispatching services to the citizens of Bastrop County and the City of Bastrop is beneficial to the health and welfare of the citizens of Bastrop County and the City of Bastrop; and

WHEREAS, The County of Bastrop has the facilities and personnel necessary to provide dispatching services to the City of Bastrop Police and Fire Departments, to serve the residents of the City as well as the County; and

WHEREAS, Bastrop County has the proper equipment, training and personnel, necessary to receive police and fire department assistance requests made by the citizens of the City of Bastrop and Bastrop County, and further has the ability to then dispatch City of Bastrop Police and Fire Department personnel to respond to such requests; and

WHEREAS, Bastrop County and the City of Bastrop have in the past entered into agreements concerning the provision of dispatching service by the County to the City and desire to continue such inter-local contract arrangement related to the provision of police and fire dispatching services to the City of Bastrop Police Department and City of Bastrop Fire Department by the County.

WHEREAS, The City and the District are entering into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, the City Council finds that a very significant public interest is served by the completion of this Interlocal Agreement for Emergency Communications Services between the City of Bastrop and Bastrop County.

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

Section 1: That the City Manager is hereby authorized to execute a Contract for Dispatch Services with Bastrop County for services provided to the Bastrop Police and Fire Departments. (Exhibit A)

City of Bastrop
Contract for Dispatch Services with Bastrop County

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

Section 3: That this Resolution shall take on October 1, 2021, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of July 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

**FIRST MODIFICATION OF THE
INTERLOCAL AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES
BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP**

The Agreement was effective on October 1, 2018, by and between Bastrop County (the "County") and the City of Bastrop (the "City"), a Home Rule Municipality incorporated and operating under the laws of the State of Texas, (collectively referred to herein as the "Parties").

The following terms of the Agreement are hereby amended. All others terms and conditions of the original Agreement remain in full force and effect.

ARTICLE V. COMPENSATION

- 1) Beginning October 1, 2021, the City agrees to pay the County the sum of **Three Hundred Thirty Thousand Seven Hundred Eighty One and 96/100 dollars** (\$330,781.96) per year, in quarterly installments of **Eighty Two Thousand Six Hundred Ninety Five and 49/100 dollars** (\$82,695.49), for the term of the Agreement. The quarterly installment payments by the City shall be due and payable within thirty (30) days of October 1, January 1, April 1, and July 1 of each year for the term of the Agreement. All payments made by the City under this Agreement shall be from current funds.

This First Modification, executed below upon full authority of each Parties governing body, will take effect October 1, 2021 and remain in effect for two years, or until thereafter modified or terminated by either Party.

CITY OF BASTROP

ATTEST:

By: _____
Paul Hofmann, City Manager

Date: _____

Approved as to from: By: _____
Alan Bojorquez, City Attorney
City of Bastrop, Texas

BASTROP COUNTY

By: _____
Paul Pape, County Judge

ATTEST: _____
Rose Pietsch, County Clerk

Date: _____

Approved as to form: By: _____
Greg Gilleland, First Assistant District Attorney
Bastrop County, Texas

INTERLOCAL AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP

This Agreement (“Agreement”), effective on October 1, 2018, by and between Bastrop County (the “County”), and the City of Bastrop, Texas (the “City”), a Home Rule Municipality incorporated and operating under the laws of the State of Texas, (to be collectively referred to herein as the “Parties,” and individually as “Party”).

WHEREAS, the County of Bastrop and the City of Bastrop agree that the availability of police and fire department dispatching services to the citizens of Bastrop County and the City of Bastrop is beneficial to the health and welfare of the citizens of Bastrop County and the City of Bastrop; and

WHEREAS, the County of Bastrop has the facilities and personnel necessary to provide dispatching services to the City of Bastrop Police and Fire Departments, to serve the residents of the City as well as the County; and

WHEREAS, Bastrop County has the proper equipment, training and personnel, necessary to receive police and fire department assistance requests made by the citizens of the City of Bastrop and Bastrop County, and further has the ability to then dispatch City of Bastrop Police and Fire Department personnel to respond to such requests; and

WHEREAS, Bastrop County and the City of Bastrop have in the past entered into agreements concerning the provision of dispatching service by the County to the City and desire to continue such interlocal contract arrangement related to the provision of police and fire dispatching services to the City of Bastrop Police Department and City of Bastrop Fire Department by the County; and

WHEREAS, Bastrop County and the City of Bastrop are authorized to enter into this agreement pursuant to Texas Government Code Chapter 791.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF BASTROP AND BASTROP COUNTY DO HEREBY AGREE AS FOLLOWS:

ARTICLE I. **DEFINITIONS**

As used in the Agreement, the following terms will be defined as follows:

AGREEMENT means this contract between the City and the County related to provisions of dispatching services to the City of Bastrop Police Department and Fire Department.

EMERGENCY COMMUNICATIONS SERVICES means the services provided by Bastrop County to the City of Bastrop Police and Fire Departments, under this Agreement.

BASTROP COUNTY TELECOMMUNICATIONS OPERATOR(S) means the person(s) employed by Bastrop County and trained to process emergency call and dispatch City of Bastrop Police and Fire Department personnel, pursuant to this Agreement.

ARTICLE II.
MUTUAL AGREEMENT OF THE PARTIES

The parties agree to the operation of the Bastrop County Emergency Communications Services, described herein, in furtherance of the Parties' goals to protect the health, safety, and welfare of the residents of the City and the County, and that this service could not be similarly furnished to these citizens by other individuals or entities without this Agreement, and that this service by the County constitutes a public service by a governmental entity with immunity for the City and the County, their employees, agents, contractors, representatives, personnel being invoked to the full extent applicable under the laws of the State of Texas.

The Parties hereby agree and acknowledge that in order to perform the duties envisioned by the terms of the Agreement, the County must employ and train telecommunications operators to meet the emergency communications needs of the City of Bastrop Police Department and Fire Department. The Parties further agree that the County will use the quarterly payment made by the City pursuant to the Agreement only to pay the salary and benefits provided to Bastrop County Telecommunications Operator(s) and costs of providing such services.

The Parties agree that at least once a quarter throughout the duration of the Agreement, beginning three (3) months after the effective date of this Agreement, the City of Bastrop Chief of Police will meet or otherwise communicate with the County Emergency Communications Director to discuss and determine whether the emergency communications services provided under this Agreement to the City have been sufficient and satisfactory. If it is determined that additional Bastrop County telecommunications operators are needed to fulfill the needs of the City of Bastrop Police Department and Fire Department, the Parties to this Agreement will work together to determine the required staffing increase and to determine what modifications to this Agreement shall be made, if any. If the Parties cannot reach an agreement as to the required staffing, either Party may terminate this Agreement by giving the other Party ninety (90) days written notice of its intention to terminate.

The Parties agree that the scheduling and assignment of the Bastrop County telecommunications operators shall be controlled solely by Bastrop County, provided that emergency communications services shall be provided to City of Bastrop Police Department and Fire Department on a continuous, twenty-four (24) hour per day, seven (7) days per week, basis.

ARTICLE III.
OBLIGATIONS OF THE COUNTY

Bastrop County through the employees, contractors, agents and/or personnel, agrees to provide emergency communications services to the City of Bastrop Police Department and Fire Department in response to requests placed by the citizens of Bastrop County, and the City of Bastrop, as follows:

Emergency Communications Services Contract – Bastrop County and City of Bastrop

- 1) The County agrees to budget and staff the Emergency Communications Center with a sufficient number of positions for the term of the Agreement and to provide emergency communications services for the City of Bastrop Police Department and Fire Department on a continuous 24 hours per day, seven (7) day per week basis, with a minimal staffing of 3 telecommunications operators at all times. Bastrop County will train its telecommunications operators in basic emergency communications operations and services, and will further train its telecommunications operators in procedures related to emergency communications requirements and procedures concerning police and fire dispatching and record keeping for same;
- 2) The parties acknowledge and agree that the Bastrop County telecommunications operators have employment responsibilities and duties to address citizens requests for the County in addition to those required for emergency communications services to the City of Bastrop Police and Fire Departments;
- 3) The Bastrop County telecommunications operators will service requests directed to the Bastrop County Communications Center by citizens of Bastrop County and the City of Bastrop;
- 4) The Bastrop County telecommunications operators will dispatch City of Bastrop Police and Fire Department personnel, according to their training, instruction, procedures and policies, agreed upon by the City of Bastrop Chief of Police and Bastrop County, in accordance with generally excepted industry standards;
- 5) The County will be solely responsible for scheduling and maintaining a twenty-four (24) hour, seven (7) days per week, communication/dispatch center to receive requests for service and dispatch City of Bastrop Police and Fire Department personnel to respond to service request, at all times during the term of this Agreement and any extensions thereof, beginning immediately after the effective date noted in the agreement;
- 6) The County shall provide and pay all costs associated with the purchase and/or installation of all radio communication equipment to be located at the Bastrop County Communications Center, which the City and the County agree is sufficient for emergency communications between the Bastrop County Communications Center and the City of Bastrop Police Department and Fire Department. The required equipment shall remain the property of the County and may be removed by the County, at its sole expense, in the event of expiration or termination of the Agreement;
- 7) Unless otherwise required by law, no information regarding service requests dispatched by the County will be given to third parties, without consent of the City of Bastrop Police Department or Fire Department;
- 8) The Parties acknowledge and agree that the services to be provided by the County under this Agreement are contingent upon service demands, and existing needs and necessity of the citizens of Bastrop County and the City of Bastrop, and that if such demands change in the future, amendments to this Agreement may be required;

- 9) At the discretion of the Bastrop City Manager, the City of Bastrop Chief of Police will act as the City's contact and contract administrator concerning this Agreement;
- 10) Bastrop County agrees to provide the City of Bastrop Police Department with access to computerized records, reports, literature, and/or documentation that memorialize the services provided by the County under this Agreement and conformance with the County's requirements, the City's requirements, and/or any other applicable regulatory requirements;
- 11) All emergency communications calls dispatched by the County to the City shall be dispatched on frequencies approved by the City, unless it is not possible to do so because of emergency circumstances, at which point the City and County will conduct communications in accordance with their respective emergency operations plan, including (but not limited to) other dispatch channels, handheld radios, or telephones;
- 12) The County shall provide, at no additional cost to the City, all emergency communications training required by any Bastrop County employees, contractors, representatives, agents, or personnel who act as Bastrop County telecommunications operators pursuant to this Agreement;
- 13) The Parties agree that all telephone lines into the Bastrop County Communications Center remain the property of the entity that purchases and initiates service of the lines. Each respective entity shall be responsible for all maintenance on their respective telephone lines;
- 14) The Parties agree that in the event the Bastrop County Communications Center is relocated from its current location, during the term of this Agreement or any extension to such term, the parties shall work together to coordinate the equipment relocation and emergency communications services transition in a manner that ensures minimal disruption or alteration of all emergency communications services.

ARTICLE IV.
OBLIGATIONS OF THE CITY

The City of Bastrop, through its Police Department, employees, contractors, agents, and/or personnel, agrees to receive Emergency Communications Services from Bastrop County in response to requests placed by the citizens of Bastrop County and the City of Bastrop, as follows:

- 1) The City agrees to be responsible for providing and maintaining all communications equipment necessary to receive radio communications from the Bastrop County Communications Center, and for communicating with the Bastrop County Communications Center and between the City's personnel.
- 2) The City shall be responsible for purchasing, maintaining, and repairing the City of Bastrop Police Department's base, mobile, and portable communications equipment including pagers and computers.

ARTICLE V.
COMPENSATION

As compensation from the Emergency Communications Services provided by the County, pursuant to the terms of this Agreement, the Parties agree to the following:

- 1) For the initial two- year term of this agreement, the City agrees to pay the County the sum of **Two Hundred Eighty-Six Thousand Three Hundred and Five dollars (\$286,305)** per year, in quarterly installments of **Seventy One Thousand Five Hundred Seventy-six dollars and twenty-five cents (\$71,576.25)**, for the term of this Agreement. The installment of quarterly payments by the City shall be due and payable within thirty (30) days of October 1, January 1, April 1, and July 1 of each year thereafter for the term of the Agreement. All payments made by the City under this Agreement shall be from current funds.
- 2) In the event this Agreement is extended beyond its initial term (as specified below) by the mutual consent of the Parties on a month-to-month basis, but without mutual agreement on the annual fee, payments shall continue to be made by the City to the County on or before the 15th calendar day of each month, in a monthly pro-rated amount, unless the Parties agree to a modification in compensations for the month-to-month extension of services.
- 3) The cost of providing communication services to the City shall be reviewed annually prior to the City adopting its final budget. This review process will involve at a minimum the Bastrop County Judge, the Bastrop County Communications Center Director and the City of Bastrop Chief of Police. This group will be a part of the process utilized to determine needed improvements, expansion of services and the future cost of providing those services. This group will then make a recommendation to the City Council and the County Commissioners Court for an annual fee for the following budget year. The fee shall require approval of an addendum to this agreement by the City Council and County Commissioners Court. If such an addendum is not approved on or before October 1st, the fee shall be the same as the prior year's fee.

ARTICLE VI.
MISCELLANEOUS PROVISIONS

- 1) Term of Agreement, Termination, and Renewal. This Agreement shall be for **Two (2) years** from the effective date hereof and will automatically renew on **October 1 each year thereafter** for an additional one-year term until modified or terminated by the Parties. One hundred and twenty (120) days prior to the termination date or anniversary date of this Agreement, the Parties will meet to determine if the Agreement will be continued, modified, or terminated. Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement with no penalty, with or without cause, by providing the other Party with ninety (90) days written notice of its desire and intention to terminate this Agreement.

- 2) Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under the Agreement other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer Period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the Parties, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of such Party. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party hereto, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand at the opposing Party or Parties when such settlement is unfavorable to it in the judgment of either Party hereto.
- 3) Severability. The provisions of the Agreement are severable, and if any provision or part of the Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be void, invalid or unenforceable for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons or circumstances shall not be affected thereby.
- 4) Modification. This Agreement shall be subject to change, amendment or modification only with the mutual consent of the city and the county. All modifications shall be memorialized in writing between the Parties.
- 5) Addresses and Notices. Unless otherwise notified in writing by the other, the addresses of the County and the City are and shall remain as follows:

Bastrop County

Bastrop County
Attn: Bastrop County Judge
804 Pecan Street
Bastrop, Texas 78602

Bastrop County Communications Director
Bastrop County Courthouse
804 Pecan Street
Bastrop, Texas 78602

With copy to:
District Attorney
804 Pecan Street
Bastrop, Texas 78602

The City of Bastrop

Attn: City Manager
1311 Chestnut Street

With copy to:
City Attorney of the City of Bastrop

Emergency Communications Services Contract – Bastrop County and City of Bastrop

PO Box 427
Bastrop, Texas 78602

12325 Hymeadow Dr., Ste 2-100
Austin, TX 78750

- 6) Authority of Parties Executing Agreement. By their execution hereof, each of the undersigned Parties represents and warrants to the Parties to this document that he or she has the authority to execute the document in the capacity shown on this document.
- 7) Captions. The captions appearing at the first of each numbered section or paragraph in the Agreement are inserted and included solely for convenience and shall never be considered or given any effect construing this Agreement.
- 8) Assignment. This Agreement may not be assigned by the County or the City to any other Party without the express written consent of the other Party. Any permitted assignee of the County shall be obligated by contract with the County and the City to honor the County's obligations to the City under the terms of the Agreement.
- 9) Successor Rights and Responsibilities. In the event of any occurrence which renders the County incapable of performing under this Agreement, any successor of the County, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of this Agreement. In the event of any occurrence which renders the City incapable of performing under the Agreement, any successor of the City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of the Agreement.
- 10) Non-Waiver. Any waiver at any time by either Party to this Agreement of rights under this Agreement shall not constitute and shall not be deemed to be a waiver of any other rights held by either Party.
- 11) Scope of the Agreement. This is the entire Agreement between the Parties hereto. There are no other conditions, agreements or representations between the Parties except as expressed herein. This Agreement may not be amended except by written instrument executed by both Parties.
- 12) Dispute Resolution. Any dispute arising from or related to this Agreement shall be addressed through mediation, prior to the filing of any civil action. Only if such alternative dispute resolution efforts fail shall the Parties seek redress of complaints through civil suit.
- 13) Law. The terms and conditions of this Agreement, and the rights and obligations thereunder shall be determined by the laws of the State of Texas. Any suits, causes of action, or claims related to performance, non-performance or interpretation of this Agreement shall be brought in Bastrop County, Texas.
- 14) Construction of Agreement. The Parties acknowledge that each, and if it so chooses, its legal counsel has reviewed the Agreement and that the normal rule of construction, to the effect that ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or its amendments or exhibits.

Emergency Communications Services Contract – Bastrop County and City of Bastrop

IN WITNESS WHEREOF, The Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect, and have agreed that the Agreement shall be fully executed when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below, and effective October 1st.

CITY OF BASTROP

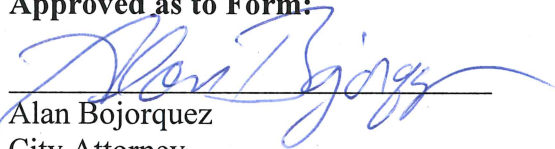
by: 
Lynda Humble, City Manager

Date: 10/25/18

ATTEST:

by: Traci Chavez, Deputy City Sec.
for: Ann Franklin, City Secretary

Approved as to Form:

by: 
Alan Bojorquez
City Attorney
City of Bastrop, Texas

BASTROP COUNTY

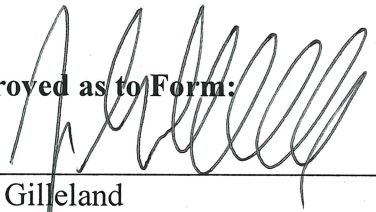
by: 
Paul Pape, County Judge

Date: 9-24-18

ATTEST:

by: Rose Pietsch
Rose Pietsch, County Clerk

Approved as to Form:

by: 
Greg Gilleland
First Assistant Criminal District Attorney
Bastrop County, Texas

Bastrop Police Department

City of Bastrop
&
Bastrop County Emergency Communications

First Modification to
Interlocal Agreement

July 13th, 2021
Chief Clint Nagy



COB and BCEC Interlocal Agreement

- Interlocal Agreement between the City of Bastrop and the Bastrop County Emergency Communications Services (BCEC).
- Dispatch services for our Police and Fire.
- \$286,305 a year from FY 2018-FY 2021.
- 2-year term with a 1-year term thereafter.
- Pending an increase of \$44,476.96 beginning October 1st, 2021. Total of \$330,781.96 for the next two years.

COB and BCEC Interlocal Agreement

- BCEC provides 24 – 7 service with a dedicated dispatcher for the city.
- BCEC dispatches for numerous other police and fire departments and EMS.
- BCEC is a stand-alone county department and operates out of the Bastrop County Emergency Complex in the Business Park.
- 26 full-time employees to include 4 shift commanders.

COB and BCEC Interlocal Agreement

- 24-7 Police and Fire Dispatching
 - Traffic Stops
 - Crashes
 - Critical Incidents
 - Phone calls
 - Animal Services and Code Compliance
- Quarterly meeting between Director, Fire and Police Chiefs.
- BCEC incurs all costs of dispatchers, equipment and training.
- Fire is dispatched but no longer included in the total cost.

City Wide Calls Volumes

CY 2008		CY 2019		CY 2020		2021 to July	
Police	Fire	Police	Fire	Police	Fire	Police	Fire
17,652	841	22,510	1,406	21,985	1,285	23,103	751

County Wide Call Volumes 2020

Total Calls 911 Calls	Total Non-emergency Calls	9-1-1 Answer Time +/- 10 Seconds	Total CAD / Dispatched Calls
48,000	86,000	97.82%	86,801

Dispatch Services



Review and Questions

- Current agreement was effective 2018-2021 at \$286,305 a year
- Modification to agreement is an increase of \$44,476.96 annually.
- Total amount for FY 2022 is \$330,781.96
- Quarterly payments are due October 1st, January 1st, April 1st and July 1st.



STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 13F

TITLE:

Consider action to approve the first reading of Ordinance No. 2021-11 of the City Council of the City of Bastrop, Texas amending Chapter 9 – Personnel, Article 9.01, Section 9.01.001, of the Bastrop code of ordinances relating to the adoption of the Employee Handbook, making comprehensive revisions to that handbook; repealing conflicting ordinances and resolutions; including a severability cause, and establishing an effective date, and proper notice and meeting; and move to include on the July 27, 2021 City Council consent agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Tanya Cantrell, Human Resources Director

BACKGROUND/HISTORY:

In 2005, the Council adopted a new Personnel Policies Manual by ordinance. Since then, there have been updates to specific chapters as applicable, for example in 2017 (Catastrophic Leave Policy), 2018 (Emergency Duty Pay, On-Call & Call Back Compensation), etc. In 2020, Management and department directors conducted a comprehensive review of the Personnel Policies Manual and provided their recommendations to Human Resources. One of those recommendations was to change the name from Personnel Policies Manual to Employee Handbook. City Manager, Paul A. Hofmann and City Attorney, Cristian Rosas-Grillet have also completed an extensive review of the Employee Handbook.

FUNDING SOURCE: N/A

UPDATES TO THE EMPLOYEE HANDBOOK

- Chapter 1: Personnel Administration
- Chapter 2: Recruitment and Selection
- Chapter 3: Equal Employment Opportunity
- Chapter 5: Employee Introductory Period
- Chapter 6: Job Classification and Compensation
- Chapter 7: Performance Evaluations
- Chapter 8: Attendance and Leave Benefits
- Chapter 9: Employee Conduct and Work Rules
- Chapter 10: Discipline, Appeals, and Grievances
- Chapter 12: Personnel Records
- Chapter 13: Employee Benefits
- Chapter 14: Travel Policy
- Chapter 15: City Property, Vehicle & Equipment Use
- Chapter 16: Electronic Communications and Systems Access Use
- Chapter 17: Alcohol/Drug Abuse

- Chapter 18: Miscellaneous Provisions

RECOMMENDATION:

Tanya Cantrell, Human Resources Director, recommends approval of the first reading of Ordinance No. 2021-11 of the City Council of the City of Bastrop, Texas, amending Chapter 9 – Personnel, Article 9.01, Section 9.01.001, of the Bastrop code of ordinances relating to the adoption of the Employee Handbook, making comprehensive revisions to that handbook; repealing conflicting ordinances and resolutions; including a severability cause, and establishing an effective date, and proper notice and meeting; and move to include on the July 27, 2021 City Council consent agenda for a second reading.

ATTACHMENTS:

Ordinance No. 2021-11
Revised Employee Handbook
Power Point Presentation



ORDINANCE NO. 2021-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 9 – PERSONNEL, ARTICLE 9.01, SECTION 9.01.001, OF THE BASTROP CODE OF ORDINANCES RELATING TO THE ADOPTION OF THE EMPLOYEE HANDBOOK, MAKING COMPREHENSIVE REVISIONS TO THAT HANDBOOK; REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; INCLUDING A SEVERABILITY CAUSE, AND 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 Local Government Code; and

WHEREAS, the City Manager recommended to the City Council of the City of Bastrop, Texas, that extensive revisions are necessary to the City Employee Handbook which is the official policy with regard to personnel administration; and

WHEREAS, the City Council of the City of Bastrop, Texas finds that it is in the public interest to make the changes in the City’s Employee Handbook.

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

SECTION 1. FINDINGS OF FACT

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

SECTION 2. ADOPTION

The existing Personnel Policies Manual dated May 2005, with amendments, adopted in accordance with Chapter 9, Article 9.01, Section 9.01.001 of the Code of Ordinances of the City of Bastrop is hereby repealed in its entirety.

The City hereby adopts a new Employee Handbook, with amendments as may be subsequently approved by the City Council, in accordance with Chapter 9, Article 9.01, Section 9-01.001, which new Employee Handbook is attached hereto as *Exhibit “A”*, and which exhibit is incorporated herein by reference as if set forth in full.

SECTION 3. REPEALER

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. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid,

that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.

SECTION 6. OPEN MEETINGS

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

READ & ACKNOWLEDGED on First Reading on this the 13th day of July 2021.

READ & APPROVED on the Second Reading on this the 27th day of July 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Bastrop Code of Ordinances

Chapter 9: PERSONNEL

Article 9.01: GENERAL PROVISIONS

To: Honorable Mayor and Members of the City Council
From: Tanya L. Cantrell, Human Resources Director
Date: July 1, 2021
Subject: Revised Employee Handbook



=====

Administrative Directive & Employee Handbook

The City of Bastrop Employee Handbook ("Handbook") contains all administrative directives and personnel policies and procedures governing employment related issues with the City of Bastrop. The purpose of the Handbook is to provide employees with a comprehensive source of information on the formal policies and procedures to be followed as an employee of the City of Bastrop. The policies themselves are designed to create a workplace that is efficient, united, responsive, and respectful.

The issuance of the Handbook in no way constitutes a contract between the City and its employees or changes the "at will" nature of employment with the City of Bastrop in any way. No handbook can anticipate all circumstances that may arise. Exceptions to this Handbook or actions taken that are not covered within the Handbook remain the sole prerogative of the City Manager.

Applicability: The policies apply to all City employees regardless of position unless otherwise noted in a specific policy.

Enforcement: Enforcement of the policies will be handled in the manner prescribed by the individual policies. The general and final authority for human resources management rests with the City Manager, who may delegate it as necessary and proper, except for matters reserved to the City Council.

Background: Attached please find the revised Handbook which will be implemented October 1, 2021. A complete revision of the Employee Handbook was last done in 2005 and subsequent updates have taken place since that time.

All City of Bastrop employees will be provided a copy of the Handbook. Employees will be required to read the Handbook and complete/sign an Acknowledgement Form.

Specifically, the revised Handbook that has been distributed to you is significantly updated as follows:

Chapter 1: Personnel Administration

- **Introduction:** a more welcoming introduction was incorporated into the Handbook.
- **Section 1: City of Bastrop Mission** - the City of Bastrop Mission Statement was included in the Handbook.
- **Section 2: City Government Today** – this section informs employees about the City of Bastrop as a home-rule city and operating under a Council-Manager form of government. It explains the composition of the Council the term limits and duration, and the Mayor's voting rule. It also explains that the City Manager's responsibilities to the City Council for the administration of all City affairs assigned to the City Manager by the City Charter, ordinance, or directive. In addition, the City Manager is also charged with monitoring and directing the daily operations of the City and staff.
- **Section 3: Council Meetings** – provides the dates and times council meetings are held and explains that they are open to the public, cordially inviting employees to attend if they wish.

- Section 9: Personnel Administration – general and final authority for personnel administration rests with the City Manager, with the exception of matters reserved to the City Council by state law or the City Charter. This section also explains the City Manager’s right to delegate duties and overall authority on personnel decisions.

Chapter 2: Recruitment and Selection

- Section 1: Introduction – the City hires employees based on their knowledge, skills and abilities and does not discriminate. The City also promotes education and training in order to promote internally when possible.
- Section 3: Applications – specific changes to this section include our new job portal utilizing the government sector job board, Governmentjobs.com.

Chapter 3: Equal Employment

- Section 3: Americans with Disabilities Act – this section was updated to include an employee’s right to seek accommodation and the proper way to make that request.

Chapter 5: Employee Introductory Period

- Section 1: Introductory Period – the introductory period for “uniformed” Fire and Police Department employees changed from a one (1) year introductory period to six (6) months, which is in line with all other employees of the City.
- Section 6: Extensions to Introductory Period – explains that an employee’s introductory period may be extended an additional six (6) months due to marginal performance for extenuating circumstances, additional training is warranted, and absence from work for an extended time did not permit an opportunity for adequate assessment of performance. An example of this would be when an employee is injured on the job and out an extended period of time.

Chapter 6: Job Classification Plan and Compensation

- Section 2: Job Description – the City has an exclusive right to alter a job description at any time due to major duty changes, technology, and service demands.
- Section 10: Overtime – non-exempt employees must receive approval from their Supervisors before working overtime hours.
- Section 14: Longevity – proposing an increase from \$3.00 to \$5.00 during the budget process as the result of the conclusion of the Comprehensive Salary & Benefit Study which found the City’s Longevity Pay Plan to be behind the market.

Chapter 7: Performance Evaluations

- Section 1: Employee Performance Evaluations –provides the schedule for employees
 - a) After completing their initial three (3) months of their introductory period
 - b) After completing their initial six (6) months of their introductory period
 - c) Annually on their employment anniversary date.

Also added in Section 1 is that Department Directors are not governed by the schedule; the City Manager establishes a performance evaluation system for Director-level positions.

Chapter 8: Attendance and Leave Benefits

- Section 1: Work Hours – this section defines Fair Labor Standard Act (FLSA) overtime regulations for Police and Fire. Specifically:

Police: FLSA states that employees engaged in law enforcement activities are required to be paid for overtime when they exceed 86 hours during a 14-day work period.

Fire: FLSA states that employees who engage in protection activities are required to be paid for overtime when they exceed 106 hours in a 14-day work period.

- Section 2: Holidays – added the Floating Holiday effective FY22.
- Section 3: Vacation Leave – Leave Accrual Tables for Employees and Firefighters were added.
- Section 7: Military Duty – added the “Call to Duty” section in the policy that provides for employees that are called back to military duty to be paid for 15 days of leave and that employees who are eligible may utilize their accrued leave if it extends beyond 15 days.
- Section 8: Inclement Weather/Emergency Closing – this section states that City offices do not close except for extraordinary circumstances. When the City Manager does declare certain City offices/departments will be officially closed, all affected personnel will be granted “administrative leave.” This section also informs employees that when adverse weather conditions do not warrant the City offices to close, but the employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify their immediate supervisor and utilize vacation time.

Chapter 9: Employee Conduct and Work Rules

- Section 3: Solicitations and Acceptance of Gifts Prohibited –added the dollar amount of \$50.00 in accordance with the City Charter. Also, employees must report any gift presented to them for appreciation to their supervisor, Human Resources, and the City Manager.

Chapter 10: Discipline, Appeals, and Grievances

- Section 9: Appeals of Disciplinary Action – Director-level and above positions have no right of appeal for any type of disciplinary action, including termination.

Chapter 12: Personnel Records

- Section 7: Confidentiality of Medical Information – Federal law requires that the City maintain all employee medical information in separate, confidential files. Examples of these files may include a note to justify an absence, note to request a leave, note to verify the employee’s ability to return to work, medical records to support a claim for sick pay or disability benefits, insurance records, worker’s compensation records; and medical history records.

Chapter 13: Employee Benefits

- Section 1: Medical Insurance/Dental Insurance – Federal mandate was included in the Handbook that all full-time employees must work at least an average of 30 hours a week, or 130 hours a month to qualify for medical insurance.

Chapter 14: Travel Policy

- Section 2: Authorization Required – since the City Secretary is responsible for the Mayor and Council Members budget, the paragraph was added that says, “The City Secretary shall verify funds are available and sign off on travel advances and expenses for Elected Officials on City related business to be conducted outside of the City limits.”
- Section 5: Personal Credit Cards – this section informs employees and elected officials that City credit cards will be used for travel, when available, however personal credit cards may be used when absolutely necessary due to an emergency or other unanticipated or unplanned occurrence.
- Section 8: Meals – Meals for In-State Travel Overnight and Meals for Out-of-State Travel Overnight were changed as follows:
 - Meals for In-State Travel Overnight:
Will be paid in accordance with the current IRS per diem rate with no receipts necessary. Tips are included in the per diem rate (current maximum is \$66.00).
 - Meals for Out-of-State Travel Overnight:
Will be paid at the actual cost of the employee’s meal, when accompanied by receipts for same, in accordance with the current IRS High-Low Substantiation Method.

Chapter 15: City Property, Vehicle & Equipment Use

- Section 13: Take Home Vehicle Policy – this section was expanded to educate employees on the use of City vehicles specifically that no passengers may be transported except as required by official duties and that no alcoholic beverages are allowed to be transported in a City vehicle.

Chapter 16: Electronic Communications and Systems Access Use

- Section 1: Filtering -- the City has the right to and therefore utilizes software to filter Internet and instant message content for all employees. These filters are designed to prevent viewing, sending, or access to material deemed inappropriate for the workplace.
- Section 2: Social Media -- an employee’s use of social media, both on-duty and off-duty, must not interfere or conflict with the employee’s duties, job performance, or reflect negatively on the City or violate any City policy. Employees have the right to speak out as private citizens on matters of public concern, so long as the speech does not unduly disrupt the operations or mission of the City. Use of the City’s Internet is a privilege and City employees must responsibly and ethically use it.

Chapter 17: Alcohol /Drug Abuse Policy

- Section 2: Drug and Alcohol Policy for DOT Employees:
 - A. Employees/Applicants Subject to Testing
City employees who drive a commercial motor vehicle requiring a Commercial Driver’s License (CDL) as part of their job duties are subject to alcohol and drug testing as required by the U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration.

D. Required Alcohol and Drug Tests for DOT Employees

The United States Department of Transportation (DOT) requires the following testing for covered drivers:

- 1) Pre-Employment Testing
- 2) Post-Accident Testing after a work-related accident in which the driver's performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation.
- 3) Reasonable Suspicion
- 4) Random

Chapter 18: Miscellaneous Provisions

- Section 4: Breaks – Lactation breaks and designated areas added to the policy.
- Section 5: Telephone Usage/Contact -- All personnel must provide a phone number at which they can be reached during off-duty hours (no reimbursement shall be made). All employees must immediately notify supervisors of any change in phone number(s) and provide a phone number for secondary contact (i.e., spouse, parent).
- Section 8: Tobacco Use -- The City's policy is to provide a smoke free and tobacco free workplace. Smoking or other use of tobacco products (including, but not limited to cigarettes, e-cigarettes or vaping devices, pipes, cigars, snuff, or chewing tobacco) is prohibited in City buildings, or outdoors within twenty-five (25) feet on any entrance utilized by employees or the public. Also prohibited in all City vehicles and garages.
- Section 10: Dress, Appearance and Uniforms – clearly defined the following City expectations:
 - Employees must, at all times, dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business.
 - The City allows business casual dress in the workplace year-round, in accordance with this policy. Department Directors are strongly encouraged to allow their employees to participate in business casual dress, as practical. Department Directors and supervisors are responsible for enforcing this policy in their respective departments in order to maintain acceptable dress and appearance.
 - Professional business attire or a required uniform is to be worn when there is a need to present a more formal professional appearance for City Council meetings, other meetings, or special events. Employees must remember that they are professionals 100% of the time and are dressing for business, not for pleasure. Attire must always reflect a professional business attitude and presence.
 - Police and Fire Department employees are covered under Departmental policies regarding appropriate dress and appearance.

A. Standards for Business Casual Work Attire

1. Jeans and athletic shoes are not acceptable unless a special day is declared, or as specifically approved by the appropriate Department Director as work assignments dictate.

2. Sweatshirts, sweatpants, or shorts of any type are not acceptable unless a special casual wear or festive occasion is declared by City management, or shorts have been approved as part of the standard uniform.
3. "Croc" type shoes are not acceptable.

B. The Following are Inappropriate

1. Provocative or revealing, low cut attire including body-hugging, see-through, or excessively tight fabrics (i.e., athletic attire). Leggings and tights are not acceptable unless worn with a shirt/blouse of an appropriate length;
2. Bare shoulders or tank tops;
3. Clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind;
4. Wrinkled, ripped, and tattered clothing;
5. Visible tattoos which could be deemed offensive.



BASTROPTX

Heart of the Lost Pines

Est. 1832

EMPLOYEE HANDBOOK

October 2021



INTRODUCTION

The City of Bastrop (hereafter referred to as “City”) welcomes you to our family of employees. Our goal is to make your first days on the job as pleasant and comfortable as possible and to answer as many of your questions as possible. We know you have many questions about what will be expected of you on the job, your paychecks, City policies, procedures, guidelines, and the various benefits that are available to you.

All employees are employment-at-will, and the provisions of this Handbook do not alter the at-will employment relationship or constitute an employment agreement, a contract, or a guarantee of continued employment. This City of Bastrop Employee Handbook (hereafter referred to as “Handbook”) provides the policies, procedures, rules, regulations, and other administrative provisions for human resources management (hereafter called “policies”) that have been established for the information and guidance of the City’s employees and have been approved by the City Manager. The City Council may change or amend these policies within statutory and City of Bastrop Home Rule Charter (hereafter called “City Charter”) limitations to the extent necessary to promote the interest of the City more effectively and efficiently.

This Handbook will provide you with consistent guidance and information as well as answer many of your questions regarding your employment with the City. You will find that this Handbook is flexible enough to address specific questions and situations that you may encounter during your employment. Most of the policies are easy to read and understand. This Handbook is not intended to give specific guidelines for every conceivable personnel action. These guidelines are sufficiently broad to provide the latitude of discretion that may be needed in individual situations. However, this degree of discretion shall not be permitted to violate the spirit and intent of the policy. The provisions contained in this Handbook apply to all employees. It is your responsibility to carefully read and become familiar with the Handbook and keep it available for future reference. It is also your responsibility to ask questions if you would like clarification or have questions regarding the Handbook or any of the policies. The more you know about our City the easier it will be for you to understand the part that you play in the overall picture of what it takes to make this City operate and provide excellent customer service to our Citizens.





CITY OF BASTROP, TEXAS EMPLOYEE HANDBOOK

TABLE OF CONTENTS

INTRODUCTION	iii
CHAPTER 1: POLICIES.....	1
SECTION 1: CITY OF BASTROP MISSION.....	1
SECTION 2: CITY GOVERNMENT TODAY	1
SECTION 3: COUNCIL MEETINGS	1
SECTION 4: OBJECTIVES OF POLICIES.....	1
SECTION 5: APPLICATION OF POLICIES	2
SECTION 6: NON-DISCRIMINATION	2
SECTION 7: DISSEMINATION and FAMILIARITY OF POLICIES	2
SECTION 8: AMENDMENT OF POLICIES.....	2
SECTION 9: PERSONNEL ADMINISTRATION.....	3
SECTION 10: EMPLOYMENT AT-WILL / POLICIES NOT A CONTRACT	3
CHAPTER 2: RECRUITMENT and SELECTION	5
SECTION 1: INTRODUCTION	5
SECTION 2: RECRUITMENT REQUIREMENTS.....	5
SECTION 3: APPLICATIONS.....	5
SECTION 4: HIRING PROCESS.....	6
SECTION 5: DISQUALIFICATION.....	6
SECTION 6: AGE REQUIREMENTS.....	7
SECTION 7: NEPOTISM.....	7
SECTION 8: RESIDENCY REQUIREMENTS.....	8
SECTION 9: EMPLOYEE ONBOARDING	9
CHAPTER 3: EQUAL EMPLOYMENT OPPORTUNITY / AMERICANS WITH DISABILITIES ACT	11
SECTION 1: INTRODUCTION	11
SECTION 2: EQUAL EMPLOYMENT OPPORTUNITIES.....	11
SECTION 3: AMERICANS WITH DISABILITIES ACT (ADA) and AMERICANS WITH DISABILITIES ACT AS AMENDED (ADAAA)	11
CHAPTER 4: PROMOTIONS, TRANSFERS and DEMOTIONS	13
SECTION 1: PROMOTIONS.....	13
SECTION 2: TEMPORARY PROMOTION	13
SECTION 3: TRANSFERS	13
SECTION 4: DEMOTIONS.....	14
CHAPTER 5: EMPLOYEE INTRODUCTORY PERIOD.....	15
SECTION 1: INTRODUCTORY PERIOD.....	15

SECTION 2: SEASONAL / TEMPORARY EMPLOYEES	15
SECTION 3: CHANGE IN ASSIGNMENT OF EMPLOYEE SERVING IN INITIAL INTRODUCTORY PERIOD.....	15
SECTION 4: ABSENCES DURING INTRODUCTORY PERIOD.....	15
SECTION 5: INTRODUCTORY PERIOD PERFORMANCE EVALUATIONS.....	16
SECTION 6: EXTENSIONS TO INTRODUCTORY PERIOD.....	16
SECTION 7: SUCCESSFUL COMPLETION OF INITIAL INTRODUCTORY PERIOD / REGULAR STATUS GRANTED	16
SECTION 8: FAILURE OF THE INTRODUCTORY PERIOD.....	16
SECTION 9: TERMINATION OF EMPLOYEES SERVING IN THE INTRODUCTORY PERIOD	17
CHAPTER 6: JOB CLASSIFICATION PLAN and COMPENSATION.....	19
SECTION 1: JOB CLASSIFICATION PLAN	19
SECTION 2: JOB DESCRIPTION	19
SECTION 3: SALARY and WAGE PLAN.....	20
SECTION 4: EMPLOYEE PAY SCHEDULE.....	20
SECTION 5: DIRECT DEPOSIT	20
SECTION 6: FIRST PAYCHECK	20
SECTION 7: FINAL PAYCHECKS.....	21
SECTION 8: NO CHECK ADVANCES / NO LOANS.....	21
SECTION 9: ON-CALL and CALL BACK (Non-Exempt Employees)	21
SECTION 10: OVERTIME.....	22
SECTION 11: FLEX-TIME WORK SCHEDULE.....	23
SECTION 12: EXEMPT EMPLOYEES.....	24
SECTION 13: SALARY STEP INCREASES.....	24
SECTION 14: LONGEVITY	24
SECTION 15: TERMINATION PAY	25
CHAPTER 7: PERFORMANCE EVALUATIONS	27
SECTION 1: EMPLOYEE PERFORMANCE EVALUATIONS.....	27
SECTION 2: INTRODUCTORY PERIOD EMPLOYEE PERFORMANCE EVALUATIONS	28
CHAPTER 8: ATTENDANCE and LEAVE BENEFITS	29
SECTION 1: WORK HOURS.....	29
SECTION 2: HOLIDAYS	30
SECTION 3: VACATION LEAVE.....	32
SECTION 4: SICK LEAVE.....	36
SECTION 5: CATASTROPHIC LEAVE PROGRAM.....	40
SECTION 6: BEREAVEMENT LEAVE.....	42
SECTION 7: MILITARY LEAVE	43
SECTION 8: INCLEMENT WEATHER / EMERGENCY CLOSING	46
SECTION 9: VOTING LEAVE.....	46
SECTION 10: JURY SERVICE	46
SECTION 11: ADMINISTRATIVE LEAVE	47

SECTION 12: LEAVE WITHOUT PAY	47
SECTION 13: ABSENCE WITHOUT LEAVE	48
SECTION 14: TEMPORARY DISABILITY	48
SECTION 15: WORKERS COMPENSATION.....	48
SECTION 16: FAMILY and MEDICAL LEAVE ACT (FMLA).....	50
SECTION 17: MODIFIED WORK DUTY PROGRAM.....	57
CHAPTER 9: EMPLOYEE CONDUCT and WORK RULES.....	61
SECTION 1: INTRODUCTION	61
SECTION 2: WORK STANDARDS.....	61
SECTION 3: POLITICAL ACTIVITIES.....	61
SECTION 4: SOLICITATIONS and ACCEPTANCE OF GIFTS PROHIBITED	62
SECTION 5: OUTSIDE EMPLOYMENT.....	63
SECTION 6: SEXUAL and OTHER UNLAWFUL HARASSMENT POLICY	63
CHAPTER 10: DISCIPLINE, APPEALS, and GRIEVANCES	69
SECTION 1: POLICY	69
SECTION 2: GROUNDS FOR DISCIPLINARY ACTION.....	70
SECTION 3: TYPES OF DISCIPLINARY ACTION	72
SECTION 4: VERBAL REPRIMAND.....	72
SECTION 5: WRITTEN REPRIMAND	73
SECTION 6: SUSPENSION	73
SECTION 7: ADMINISTRATIVE LEAVE.....	74
SECTION 8: DISCIPLINARY DEMOTION / PAY REDUCTION / DISMISSAL	74
SECTION 9: APPEALS OF DISCIPLINARY ACTION	74
SECTION 10: GRIEVANCE PROCEDURES	75
CHAPTER 11: NON-DISCIPLINARY SEPARATIONS.....	77
SECTION 1: RESIGNATION	77
SECTION 2: RETIREMENT	77
SECTION 3: DISMISSAL / TERMINATION	77
SECTION 4: JOB ABANDONMENT.....	78
SECTION 5: LONG-TERM ABSENCE.....	78
SECTION 6: DISABILITY OR INCAPACITY	78
SECTION 7: REDUCTIONS IN FORCE / REORGANIZATION	78
SECTION 8: DEATH	79
SECTION 9: EXIT INTERVIEWS and RECORDS.....	79
CHAPTER 12: PERSONNEL RECORDS	81
SECTION 1: PERSONNEL FILES and RECORDS.....	81
SECTION 2: STATUS CHANGES OR NEW HIRES.....	81
SECTION 3: PERSONNEL REPORTS.....	81
SECTION 4: PERSONNEL ACTION FORM.....	81

SECTION 5: CONTENTS OF PERSONNEL FILES.....	82
SECTION 6: LEAVE RECORDS.....	82
SECTION 7: CONFIDENTIALITY OF MEDICAL INFORMATION	82
CHAPTER 13: EMPLOYEE BENEFITS.....	85
SECTION 1: MEDICAL INSURANCE / DENTAL INSURANCE	85
SECTION 2: LIFE INSURANCE and LONG-TERM DISABILITY INSURANCE.....	86
SECTION 3: WORKER'S COMPENSATION INSURANCE / INJURY WAGE CONTINUATION BENEFITS.....	86
SECTION 4: GROUP HEALTH CONTINUATION COVERAGE (COBRA)	90
SECTION 5: SOCIAL SECURITY / MEDICARE.....	90
SECTION 6: UNEMPLOYMENT INSURANCE	90
SECTION 7: RETIREMENT and IN-SERVICE DEATH BENEFITS	90
SECTION 8: TERMINAL ILLNESS BENEFIT	91
CHAPTER 14: TRAVEL POLICY.....	93
SECTION 1: APPLICABILITY OF TRAVEL POLICY.....	93
SECTION 2: AUTHORIZATION REQUIRED.....	93
SECTION 3: REQUESTS FOR TRAVEL.....	93
SECTION 4: TRAVEL ADVANCES / RETURN OF UNEXPENDED FUNDS / REPORTS.....	93
SECTION 5: PERSONAL CREDIT CARDS.....	94
SECTION 6: TRANSPORTATION	94
SECTION 7: LODGING.....	95
SECTION 8: MEALS.....	95
CHAPTER 15: CITY PROPERTY, VEHICLES and EQUIPMENT USE	99
SECTION 1: GENERAL POLICY	99
SECTION 2: APPLICABILITY and VIOLATION OF POLICY	99
SECTION 3: USE OF CITY OWNED TOOLS, EQUIPMENT, PROPERTY and VEHICLES.....	99
SECTION 4: PERSONAL USE PROHIBITED	99
SECTION 5: TOBACCO USE PROHIBITED	99
SECTION 6: OPERATION and RIDERSHIP	100
SECTION 7: USE OF CITY VEHICLES.....	100
SECTION 8: SAFETY, MAINTENANCE, and CARE	100
SECTION 9: SAFETY and FITNESS OF OPERATOR.....	101
SECTION 10: VEHICLE LOGS	101
SECTION 11: VALID DRIVER LICENSE.....	101
SECTION 12: ACCIDENT REPORTING	102
SECTION 13: TAKE HOME VEHICLES POLICY	102
SECTION 14: PERSONAL PROPERTY	103
CHAPTER 16: ELECTRONIC COMMUNICATIONS and SYSTEMS ACCESS USE / SOCIAL MEDIA / TELEPHONES / NEWS RELEASES	105
SECTION 1: ELECTRONIC COMMUNICATIONS and SYSTEMS ACCESS USE.....	105

SECTION 2: SOCIAL MEDIA.....	108
SECTION 3: RECORDS RETENTION.....	112
SECTION 4: CELL PHONE USE IN THE WORKPLACE.....	112
SECTION 5: PUBLIC INFORMATION ACT.....	113
SECTION 6: PRESS RELEASES.....	113
CHAPTER 17: ALCHOL / DRUG ABUSE.....	115
SECTION 1: ALCOHOL / DRUG ABUSE POLICY.....	115
SECTION 2: DRUG and ALCOHOL POLICY FOR DOT EMPLOYEES.....	119
CHAPTER 18: MISCELLANEOUS PROVISIONS.....	129
SECTION 1: PROPERTY CONTROL.....	129
SECTION 2: CITY PURCHASE ORDER SYSTEM.....	129
SECTION 3: EMPLOYEE SAFETY.....	129
SECTION 4: BREAKS.....	129
SECTION 5: TELEPHONE USAGE / CONTACT.....	131
SECTION 6: USE OF CITY EQUIPMENT and FACILITIES.....	131
SECTION 7: PROFESSIONAL MEMBERSHIPS and SUBSCRIPTIONS.....	131
SECTION 8: TOBACCO USE.....	131
SECTION 9: HEALTH / MEDICAL EXAMINATIONS / FITNESS FOR DUTY.....	131
SECTION 10: DRESS, APPEARANCE and UNIFORMS.....	133
SECTION 11: SEARCHES.....	134
SECTION 12: WEAPONS CONTROL and VIOLENCE PREVENTION POLICY.....	135
SECTION 13: UNAUTHORIZED OR IMPROPER USE OF OFFICIAL BADGE OR UNIFORM.....	136
SECTION 14: ARRESTS, CONFINEMENTS, and INDICTMENTS.....	137

CHAPTER 1: POLICIES

SECTION 1: CITY OF BASTROP MISSION

The Mission of the City of Bastrop is to continuously strive to provide innovative and proactive services that enhance our authentic way of life to achieve our vision.

SECTION 2: CITY GOVERNMENT TODAY

The City of Bastrop is a home-rule city and operates under a Council-Manager form of government. The chief administrative officer is the City Manager. The City Council is the community's legislative body and is composed of the Mayor and five elected Council members. The Mayor and each Council Member serve a term of three (3) years and are limited to two (2) consecutive terms. The Mayor does not vote, except to break a tie, and also has no veto power. The City Manager attends all Council meetings and provides advice on matters before Council but has no vote on actions. The City Manager is responsible to the City Council for the administration of all City affairs assigned to the City Manager by the City Charter, ordinance, or directive. In addition, the City Manager is charged with monitoring and directing the daily operations of the City and staff.

SECTION 3: COUNCIL MEETINGS

Council meetings are held on the second and fourth Tuesday of the month at 6:30 p.m. in the Council Chambers at City Hall. These meetings are open to the public, and you are cordially invited to attend at any time. However, if you have questions or comments concerning your job, fellow employees, or any action or conduct which might relate to your job, you are asked to bring such questions and comments to your supervisor or Department Director through proper channels.

SECTION 4: OBJECTIVES OF POLICIES

This Handbook has been prepared for the purpose of providing information and setting guidelines. Consistent and fair application of policy is essential to any efficient organization. The purpose of this Handbook is to provide a foundational set of guidelines for managers, supervisors, and employees. No written handbook will provide 100% resolution to every scenario. However, a well-written policy provides the framework that outlines the City's standards for a wide array of personnel issues. In no way does this Handbook establish a contract between the City of Bastrop and its employees. Employment by the City is at-will and may be ended by the City or the employee at any time for any reason.

Statements of specific grounds for termination outlined in this Handbook or any other City documents are examples only, are not all-inclusive lists, and are not intended to restrict the City's right to terminate at-will. The stated grounds and procedures for disciplinary action and termination provide opportunities, not rights, to employees to ensure that disciplinary action or involuntary separation from employment is done fairly and evenly and to minimize the possibility of incorrect decisions. They exist for the benefit of the City as an organization, not as rights conferred to employees.

SECTION 5: APPLICATION OF POLICIES

The Handbook shall apply to all City employees unless superseded by the state and federal constitutions, state, and federal legislation and/or regulations, City Charter, and City of Bastrop Code of Ordinances, or provided that the provisions may be varied in the case of an employee with a written employment agreement provided by the City Council. All City employees are charged with being familiar with and abiding by the provisions of this Handbook. Failure to comply with these policies may be cause for appropriate corrective action up to and including termination.

The City reserves the right to interpret, change, suspend, or cancel, with or without notice, all or any part of these policies, or procedures contained herein.

SECTION 6: NON-DISCRIMINATION

The provisions of this Handbook will be applied equally to all employees, applicants, contractors hired by the City, volunteers, and any other personnel category without regard to race, national origin, religion, color, gender, age, sexual orientation, transgender status, citizenship, political affiliation, disability, genetic information, pregnancy, veteran's status, or any other characteristic protected by law.

In addition, the City of Bastrop will comply with all applicable State of Texas laws governing non-discrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, demotion, discipline, termination, layoff, recall, transfer, leave of absence, compensation, and training.

SECTION 7: DISSEMINATION and FAMILIARITY OF POLICIES

All City employees shall be informed of the existence of this Handbook at or near the time of employment with the City and each Department Director shall keep a copy available for reference by their employees. This Handbook, which outlines the general personnel policies of the City, shall be furnished to all employees for their personal use and reference. The Human Resources Department shall require that all employees sign a statement affirming that they have been furnished a copy of this Handbook outlining these policies. It shall be the employee's responsibility to become thoroughly familiar with such policies.

SECTION 8: AMENDMENT OF POLICIES

These policies may be changed upon approval by the City Council, except as otherwise specified in the City Charter or by State law. Changes in these policies will be distributed immediately to each department and will be periodically incorporated into the Handbook. Each employee shall be provided a copy of the Handbook and all amendments. This policy will be reviewed annually. The City Manager may appoint a committee to review and make recommendations for amendments. Amendments to the policies shall require City Council approval.

Suggestions for proposed amendments to this Handbook are welcomed at any time from any employee. The suggestions must be submitted in writing to the City Manager or Human Resources Department for consideration.

SECTION 9: PERSONNEL ADMINISTRATION

General and final authority for personnel administration rest with the City Manager, except for matters reserved to the City Council by state law or the City Charter. Authority may be delegated to appropriate staff members to act on the City Manager's behalf in the administration of this Handbook; however, the final authority on personnel decisions shall be reserved to the City Manager. Operational changes to any policy, practice, or process will require approval by the City Manager. The City Manager shall administer and interpret personnel policies and procedures as they apply to all departments and employees and shall also delegate day-to-day personnel management of departments to the Department Directors.

Each Department Director is responsible within the scope of the Department Director's authority for enforcing the provisions of these rules and related policies and procedures regarding matters involving their department. Department Directors may prepare and enforce supplemental personnel policies not inconsistent with these policies for the administration of personnel matters within their department, subject to the recommendation by the Human Resources Director and approval of the City Manager and, when appropriate, coordination with the Mayor and City Council.

No City of Bastrop supervisor is authorized to modify this Handbook for any employee or to enter into any employment agreement, oral or written, with an employee.

SECTION 10: EMPLOYMENT AT-WILL / POLICIES NOT A CONTRACT

Employment with the City is for no fixed or definite term. This Handbook does not constitute a contract of employment. All employment by the City has been and continues to be at-will, except for those positions that may have a written contract approved by the City Council. That means that both the employee and/or the City have the right to terminate employment at any time, with or without notice, and with or without cause. Nothing in this Handbook is intended to nor shall be inferred to alter the continuing at-will status of employment with the City. Nothing contained in a City Ordinance or Resolution constitutes a contract of employment, and the City has the right to change the content of City Ordinances or Resolutions related to employment matters at any time, with or without notice, and with or without cause. The City intends that this Handbook be used as an outline of the basic personnel policies, practices, and procedures of the City.

CHAPTER 2: RECRUITMENT and SELECTION

SECTION 1: INTRODUCTION

The City hires employees based on their knowledge, skills and abilities, experience, and other qualifications as they relate to the duties and responsibilities of a position without regard to race, national origin, religion, color, gender, age, sexual orientation, citizenship, political affiliation, disability, genetic information, pregnancy, veteran's status, or any other characteristic protected by law.

It is the desire and intent of management to provide promotional opportunities for employees of the City by offering assistance to interested employees in developing career plans and making applicable training and educational opportunities available.

SECTION 2: RECRUITMENT REQUIREMENTS

The recruitment process is initiated by a Department Director or Supervisor submitting a request to fill a vacancy of a budgeted position to the Director of Human Resources.

After deciding to hire, the hiring department must submit the appropriate documentation to Human Resources. Offers for employment with the City will be communicated by the Director of Human Resources upon receipt of the hiring recommendation and all related documentation.

The recruitment method for director-level positions may be determined by the City Manager on a case-by-case basis.

SECTION 3: APPLICATIONS

When a vacancy occurs, the Human Resources Department shall publicly announce the vacancy by the appropriate means. Each announcement of a job vacancy shall contain a statement affirming City commitment to a policy of Equal Employment Opportunity.

Anyone seeking employment or re-employment with the City must complete and submit an official City application utilizing the means prescribed by the City Manager, which may include the government sector job board, Governmentjobs.com. Only applications officially received in the prescribed manner shall be considered. Applications are only accepted for positions that are officially open and posted on the City's job portal. Applications will normally be considered active until the vacancy is filled. Applications must be received prior to the job posting being closed and the position filled to be considered. The City may conduct criminal background checks on any applicant before employment. Applications received shall be kept on for a period of two (2) years.

Current City employees seeking to promote or transfer to another position must submit a letter of interest to the Human Resources Department.

SECTION 4: HIRING PROCESS

Job applicants shall be evaluated for fulfillment with the applicable qualifications of each job's requirements to identify the most suitable and qualified applicant. Reference checks, interviews, fitness for duty tests, background checks, verification of citizenship or employment eligibility, performance tests, written tests, driver's license checks, professional license verification, and/or other documentation and screening procedures may be requested and used as deemed appropriate. Failure to provide all necessary documentation and information in a timely manner shall result in denial of application, without recourse.

Applicants for employment shall be required to undergo an oral interview and may be required to submit to a post-offer drug and alcohol screening, physical examination, pre-employment testing, and investigation. The City will conduct criminal background checks on any applicant being considered for employment.

Except for appointments made by the City Council pursuant to the provisions of the City Charter, the referral of applicants to Department Directors for potential employment with the City shall be in accordance with procedures stated in this policy.

According to the City Charter, the City Manager is responsible for selection of all City employees. The City Manager will be involved in selection of all City employees in the manner the City Manager determines to be the most effective and efficient for each vacancy at the time a vacancy occurs. The City Manager will actively participate in all prospective employee interviews and final selections unless the City Manager has authorized an alternate method of selection in writing prior to the recruitment process for a specific vacancy. Determination as to the City Manager's involvement in the recruitment and selection process will be decided on a case-by-case basis as each vacancy for any City position occurs.

All applicants should be made aware that no offer of employment with the City will be final until the offer is approved by the City Manager.

SECTION 5: DISQUALIFICATION

Applicants will be disqualified from consideration for employment for any one or more of the following:

- Failure to meet the minimum qualifications necessary for performance of the duties for the position;
- If the applicant was previously employed by the City and was involuntarily terminated, or resigned in lieu of termination;
- If employment will result in a violation of the City's Nepotism Policy (refer to Chapter 2, Section 6);
- Failure to meet minimum age requirement of 18 (refer to Chapter 2, Section 5);
- False statements or material omissions on the application or during the application process;
- Failing any of the City's background and employment requirements including, but not limited to, drug and alcohol testing;
- Commits or attempts to commit a fraudulent act at any stage of the selection process;
- Not legally permitted to work in the United States;
- Unable to perform the essential functions of the job applied for with or without a reasonable accommodation; or

- Any other reason deemed to be in the best interests of the City or prescribed by departmental rules, orders, and directives.

SECTION 6: AGE REQUIREMENTS

Persons under the age of eighteen (18) will not be employed in any full-time regular position. It is the City's policy not to discriminate against any person in employment because of age. Other age limitations will be applied to employment with the City only in accordance with State or Federal laws applicable to the City.

SECTION 7: NEPOTISM

In order to prevent conflicts of interest, to avoid accusations and/or perceptions of favoritism and biases, and to maintain the confidentiality of restricted information, it is the policy of the City that:

A. Applicants

An applicant related to the City Manager or any member of the City Council by blood or marriage according to common law shall not be employed by the City. This prohibition shall not apply, however, to any person who shall have been employed by the City prior to and at the time of the election of the member of the Council, or appointment of the City Manager, so related to the person, in accordance with state law.

Under no circumstances will an applicant be employed in a department in which the employee may directly or indirectly supervise or be supervised by a member of the employee's immediate family. Immediate family includes spouse, parents, children, brother, or sister.

B. Promotion

In the event of a proposed promotion of a current employee to a position where the employee would be required to directly or indirectly supervise or be supervised by a member of the employee's immediate family (see definition above), the employee considered for promotion must agree to immediately tender written, conditional resignation before the candidate will be formally considered for the proposed promotion. If the candidate is selected for and chooses to accept the promotion, the conditional resignation becomes final.

C. Reorganization

In the event of a reorganization, or any other situation (other than a promotion) giving rise to a relationship prohibited by this section of the policy, the lower ranking employee will be required to immediately resign employment. If both employees are of an equal job class, one of them will be required to immediately resign employment. In the event the employees do not decide which will resign, the employee with the least seniority will be deemed to have resigned. Normally, any such resignation will not be effective until after the engagement, reorganization, etc., occurs.

D. Other Restrictions

The following restrictions apply to the employment of any relative of a current employee, including those defined as immediate family members under this policy:

- 1) No employee in the relationship will supervise, review, or process the work of the other;
- 2) The employees' relationship must not create a conflict between employees / City interests; and
- 3) There must be no interdependence or relationship between the jobs of the individuals concerned which could be potentially detrimental to the interests of the City.

Related employees will not normally be permitted to work in the same department with each other without prior written authorization from the City Manager (or designee). In addition, written authorization must also be obtained from the City Manager (or designee) to employ any relative of a current City employee.

E. Marriage of Current Employees

In the event of a marriage between two City employees, a promotion, reorganization, or any other situation giving rise to a relationship prohibited by Subsection B of this policy, one or both of the employees must immediately seek a transfer to another available position within the City for which the employee is qualified and that meets the requirements of Subsection B of this policy. If a suitable transfer cannot be made within ninety (90) days of the event giving rise to a relationship prohibited by this policy, one or both of the employees will be required to resign from employment.

F. Periodic Review

Periodically, the City Manager (or designee) will review the job descriptions and interrelationship between the affected jobs and determine whether they are in compliance with this policy. If one or more of these requirements are not met, one or both of the affected employees must immediately seek a transfer to another available position within the City for which the employee is qualified and that meets the requirements of this policy. If a suitable transfer cannot be made within ninety (90) days, one or both of the affected employees will be required to resign from employment.

G. Application of Policy

This policy applies to all full-time, part-time, temporary, and seasonal employees of the City.

SECTION 8: RESIDENCY REQUIREMENTS

There shall be no absolute residency requirements for City employment except as may be provided or allowed by law and/or City Charter. Employees who are likely to be called to work in cases of emergency and are allowed to operate City vehicles between their place of residence and work, may be required to reside within reasonable commuting ranges of their places of work. For these purposes, a reasonable commuting distance shall be within approximately fifteen (15) minutes of the City. In appropriate circumstances, the City Manager may grant exception to this requirement.

SECTION 9: EMPLOYEE ONBOARDING

Upon completion of the selection process, all applicants selected for employment shall be provided with an employee onboarding to introduce them with working for the City, the nature of the job, benefits, and obligations and responsibilities of the position. In addition, the Human Resources Department will obtain information from the employee that is required for insurance programs, etc., such as date of birth, which is not generally provided during the application process for employment. During the onboarding period, the employee will also be furnished a copy of this Handbook for their personal use and reference, and the employee shall acknowledge their receipt by signature.

CHAPTER 3: EQUAL EMPLOYMENT OPPORTUNITY / AMERICANS WITH DISABILITIES ACT

SECTION 1: INTRODUCTION

The City of Bastrop is an equal opportunity employer under the Civil Rights Act of 1964 as amended. Applicants are considered for positions, and employees are treated during employment without regard to age, race, national origin, religion, color, gender, age, sexual orientation, citizenship, political affiliation, disability, genetic informations, pregnancy, veteran's status, or any other characteristic protected by law. The City protects and upholds this employee right, both as matters of the law and policy.

SECTION 2: EQUAL EMPLOYMENT OPPORTUNITIES

The City of Bastrop provides Equal Employment Opportunities (EEO) to all employees and applicants for employment in accordance with applicable federal laws. In addition, the City complies with applicable state and local laws governing nondiscrimination. This commitment applies to all terms and conditions of employment, including, but not limited to:

- A. Recruitment, advertising, and job applicant procedures.
- B. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring.
- C. Rates of pay or any other forms of compensation and changes in compensation.
- D. Job assignment, job classifications, organizational structures, job descriptions, lines of progression, and seniority lists.
- E. Leave of absence, sick leave, or any other leave.
- F. Fringe benefits available by virtue of employment, whether or not administered by the City of Bastrop.
- G. Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities and selection for leaves of absence to pursue training.
- H. Activities sponsored by the City including social and recreational programs.

All policies in this Handbook will be followed in a manner that will result in employees and applicants being treated fairly. Further, the City Manager and City Council expect all Department Directors and supervisors to understand the policies, and to be aware that they will be held accountable for proper administration of these policies.

The Age Discrimination in Employment Act applies to all Texas cities, regardless of their size.

SECTION 3: AMERICANS WITH DISABILITIES ACT (ADA) and AMERICANS WITH DISABILITIES ACT AS AMENDED (ADAAA)

To ensure compliance with the Americans with Disabilities Act (ADA) and Americans with Disabilities Act as Amended (ADAAA), the City offers equal employment opportunities to qualified individuals and strictly prohibits discrimination against qualified individuals on the basis of disability.

The City will provide reasonable accommodation to the known physical (including the effects of a pregnancy or childbirth) or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position. The City's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the City.

Any employee seeking a reasonable accommodation for a disability that affects the employee's ability to perform the essential functions of the position shall make a written application on a form provided by the Human Resources Department.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act or ADAAA, including but not limited to harassment, discrimination, or failure to provide a reasonable accommodation, must immediately contact their immediate Supervisor, the Human Resources Department, or the City Manager or designee.

CHAPTER 4: PROMOTIONS, TRANSFERS and DEMOTIONS

SECTION 1: PROMOTIONS

A promotion is the assignment of an employee from a position in one job class to a position in another job class requiring more responsibility, experience, education, technical or professional expertise and which is usually at a higher salary. It is the City's policy to provide promotional opportunities whenever possible and practical. Opportunities for promotion across organizational lines shall be maximized, with approval from the City Manager being necessary prior to such promotion.

- A. Current City employees will receive consideration for open positions if qualified. The City will recruit candidates both internally and externally simultaneously to hire the best qualified person.
- B. Promotions shall be made upon the recommendation of the Department Director with the approval of the City Manager.
- C. Promotions shall be based on qualifications, proven performance, merit, and the ability to perform the duties and responsibilities of the position.
- D. A promotion should not be deemed completed until an introductory period of six (6) months has elapsed.
- E. Should a promoted employee not successfully complete the introductory period, the employee is eligible to return to the previous position held, if available. If the position is not available, the City will attempt to place the employee in another appropriate position. If there is no appropriate position available, the employee will be dismissed from employment.

SECTION 2: TEMPORARY PROMOTION

The City Manager may authorize a temporary promotion to ensure the proper performance of City functions if a position is vacant or its regular incumbent is absent for an extended period of time. Employees so promoted may be additionally compensated for the duration of their temporary assignments in amounts to be determined by the City Manager. Temporary promotions shall not be used to circumvent normal selection procedures, and those employees involved shall not acquire any status or rights in the classes to which temporarily promoted.

SECTION 3: TRANSFERS

A transfer is the reassignment of an employee from one position to another. A transfer not involving promotion or demotion may take place at any time, for the purpose of administrative convenience or necessity, (or upon request of the employee to the Department Director, or an interdepartmental transfer by request of the employee directly to the City Manager), provided that the employee to be transferred is qualified to perform the duties of the position to which transfer is contemplated.

- A. Transfers may be made either administratively or in conjunction with an announced selection process.
- B. Transfers between job classes or departments shall become effective following approval of the transfer by the City Manager and after the necessary documentation has been provided by the Human Resources Department. Such approval shall be in writing.
- C. Transferred employees will be evaluated after a completing a six (6) month (one (1) year for Police Officers and Firefighters) introductory period.

- D. Should the transferred employee not successfully complete the introductory period, the City will attempt to return the employee to the position previously held if the position is available. If the position is not available, the City will attempt to place the employee in another appropriate position. If there is no appropriate position available, the employee will be dismissed from employment.
- E. These employees will have the right to appeal their dismissal pursuant to the appeal process outlined in this Handbook.

SECTION 4: DEMOTIONS

A demotion is the assignment of an employee from a position of one salary grade to a position in a lower salary grade having fewer duties and/or responsibilities or requiring less experience, education, technical, or professional expertise and which is usually at a lower salary. A demotion may take place at any time, for the purpose of administrative convenience or necessity, including disciplinary or non-disciplinary action. With the approval of the City Manager, and if qualified to perform the duties of the lower-level position, an employee may be administratively demoted at their own request or as an alternative to layoff or down-sizing by the City. Such demotions shall not be considered disciplinary actions, nor shall this type of demotion disqualify the employee(s) involved from consideration for later advancement, if applicable. Demotions which occur as alternatives to layoffs may be fully or partially rescinded at any time, at the sole discretion of the City's management. The purpose for each job assignment involving a demotion shall be stated in writing by the employee's supervisor or Department Director, provided to the Human Resources Department, and maintained in the employee's personnel file.

CHAPTER 5: EMPLOYEE INTRODUCTORY PERIOD

SECTION 1: INTRODUCTORY PERIOD

It is the policy of the City that all new employees, and all current employees transferred, promoted, demoted, or reclassified to a supervisory position, as well as former City employees who are rehired, must satisfactorily complete a performance introductory period of six (6) months. The introductory period assists the City in maintaining an effective, productive, and efficient workforce to provide quality services to the citizens. Only those employees who meet acceptable performance and other standards during their introductory period will be retained as employees. The introductory period may be extended for additional training as determined by the supervisor and/or Department Director in accordance with Section 6 of this chapter. Employees are considered to be in the introductory period until they have actually performed their regular job duties for at least six (6) months to assure their ability to meet acceptable standards of work performance and behavior for their position.

The Department Directors and/or supervisors shall use the introductory period to closely observe and evaluate the work and fitness of employees and to encourage adjustment to their jobs and the City service. In the case of appointing or promoting Department Directors, the introductory period shall be evaluated by the City Manager.

Each employee serving in the introductory period is responsible for knowing, understanding, and meeting the expectations and standards for the position. In addition, each employee is also responsible for performing the job in a safe, productive, and effective manner within the instructions and established standards for the position. Furthermore, employees are expected to maintain acceptable standards of conduct in their employment. During the introductory period, it is the responsibility of the employee to correct any deficiencies or inadequacies in job performance, attitude, or conduct.

SECTION 2: SEASONAL / TEMPORARY EMPLOYEES

Seasonal and temporary employees do not serve an introductory period and have no right of appeal when terminated at any time.

SECTION 3: CHANGE IN ASSIGNMENT OF EMPLOYEE SERVING IN INITIAL INTRODUCTORY PERIOD

Employees serving in the introductory period may not request or make application for reassignment, promotion, or voluntary transfer during the introductory period without written approval from the City Manager. If the reassignment, promotion, or transfer is approved, the employee will serve a six (6) month introductory period in the new position beginning with the date of the position change.

SECTION 4: ABSENCES DURING INTRODUCTORY PERIOD

During the introductory period, an employee is eligible to use sick leave for qualifying absences and may only use vacation leave for an absence due to illness or injury only if all sick leave has been exhausted, if authorized by the employee's Department Director, the Director of Human Resources, and the City Manager.

Recognized holidays during the introductory period may be used as approved per established City / departmental policy or practice. Transferred or promoted employees serving in the introductory period retain eligibility for all types of leave established by City policy.

SECTION 5: INTRODUCTORY PERIOD PERFORMANCE EVALUATIONS

All employees serving in the introductory period shall be constantly evaluated and will receive a performance evaluation(s) in accordance with the Performance Evaluation policy. These reviews are designed to evaluate each employee's performance and to communicate that performance to the employee. The written reviews include a supervisory recommendation to retain or terminate the employee.

SECTION 6: EXTENSIONS TO INTRODUCTORY PERIOD

The introductory period may be extended under the following circumstances:

- A. At the end of the six (6) month initial introductory period, the introductory period may be extended for up to an additional six (6) months when an employee's performance has been marginal due to extenuating circumstances;
- B. Additional training is warranted; or,
- C. An employee's absence from work for an extended period of time did not permit an opportunity for adequate assessment of performance.

The decision to extend or not to extend an employee's introductory period may not be appealed. If an extension is granted, the employee will be advised in writing and given the date on which the extended introductory period will be completed. Such extension will be at the sole discretion of the Department Director and the Director of Human Resources.

An introductory period may be extended as the result of time spent on an approved Leave of Absence including leaves of absences due to injury or illness or approved Military Leave. The approved extension will normally equal the length of time away from work. Accordingly, each full-day absence incurred by an employee during the introductory period will normally extend the initial introductory period by an additional day.

SECTION 7: SUCCESSFUL COMPLETION OF INITIAL INTRODUCTORY PERIOD / REGULAR STATUS GRANTED

Employees have no guarantee of employment either during or after their initial introductory period. Only employees who meet acceptable performance, conduct, attendance, and other standards during the introductory period will be retained as regular employees. An employee is generally granted "regular" status in the new position if the employee satisfactorily completes the performance introductory period.

SECTION 8: FAILURE OF THE INTRODUCTORY PERIOD

An employee is considered to have failed the introductory period when, in the judgment of the Department Director, supervisor, or City Manager, it is determined that the employee's fitness, job performance, quality

or quantity of work, attendance, or combination thereof, does not meet minimum job performance standards and expectations for the position. Failure of the introductory period may occur at any time within the introductory period. An employee who does not successfully complete the introductory period will normally be terminated from the City's employment. Termination during the introductory period may occur at any time and shall not be considered part of the disciplinary process.

If desirable and feasible, the employee may be administratively transferred to a more suitable position at the sole discretion of the City. A transferred or promoted employee who does not succeed in the introductory period may, at the sole discretion of the City, be reinstated to their former position or a similar type of position provided there is a vacancy and if approved by the affected Department Director. Department Directors and/or supervisors are responsible for ensuring thorough written documentation of all cases of failure of the introductory period, including documentation of counseling, training, and other efforts to help the employee during their introductory period. All such documentation must be reviewed by the Director of Human Resources before an employee serving in the introductory period can be terminated.

SECTION 9: TERMINATION OF EMPLOYEES SERVING IN THE INTRODUCTORY PERIOD

All employees, including those serving in the initial introductory period, are at-will employees and may be terminated at any time during the introductory period, with or without notice or cause. Employees serving in the initial introductory period are subject to all policies and procedures of the City and are not entitled to progressive levels of discipline. An employee failing an introductory period shall have no right to appeal termination by the City except on grounds of unlawful discrimination, which is prohibited by law and these policies, in which case the employee may appeal within five (5) working days following receipt of notice of termination for failure to complete the introductory period. Upon receipt of the written appeal from the affected person, the City Manager shall respond within a reasonable amount of time. The decision of the City Manager shall be final.

CHAPTER 6: JOB CLASSIFICATION PLAN and COMPENSATION

SECTION 1: JOB CLASSIFICATION PLAN

A. Definitions

- 1) **Full-Time Position / Employee:** any position where the employee is prescribed to work 40 hours each week in exchange for 40 hours pay.
- 2) **Regular Part-Time Position / Employee:** any position where the employee is prescribed to work a minimum of 20 hours in exchange for 20 hours pay.

The City uses a written Job Classification Plan for all full-time and part-time positions authorized by the City Council. Each position classification shall include jobs based on an analysis of similar or comparable duties, responsibilities, type of work and required qualifications. The Job Classification Plan shall be used for setting pay levels, which are commensurate with the responsibilities, work requirements, and duties of each position. Copies of the Job Classification Plan shall be given to all supervisory personnel. The Human Resources Department and the City Manager shall review the duties and responsibilities of the various City positions with the Department Directors and/or supervisors and make any necessary adjustments to the Classification Plan. An employee may request that the employee's position be reviewed for proper classification at the time of their annual performance review.

The Job Classification Plan may be revised from time to time as circumstances change and market conditions require, and upon recommendation by the Director of Human Resources and approved by the City Manager and the City Council. Such revisions may consist of the addition, deletion, abolishment, consolidation, division, or amendment of existing position classifications.

SECTION 2: JOB DESCRIPTION

Each job is distinguished by a written job description which are developed through the use of extensive incumbent provided information and/or task interviews, job analysis and incumbent-supervisor reviews.

Job Descriptions serve as the basis for job evaluation, performance documentation and appraisal, selection standards, promotional standards, and training criteria. They also help employees and supervisors communicate job responsibilities.

The job descriptions will contain the "essential job functions" and other information describing the requirements of positions within the City. Job descriptions are intended to describe the general nature and level of work to be performed. Job descriptions are not intended to be an exhaustive list of all responsibilities, duties, skills, and physical demands required for the job. While the written job descriptions should be generally descriptive of the typical duties and responsibilities, employees of the City are expected to perform a broad range of duties for which their background and training have qualified them.

The job description will be provided for signature and reviewed with new employees during onboarding. The signed job description will be maintained in the employee's personnel file and a copy provided to the employee.

Due to major duty changes, technology, and service demands, the City has the exclusive right to alter job descriptions at any time. The Human Resources Department is responsible for the maintenance and updating of job descriptions. In the event the job description changes the employee will be notified and provided a copy for signature.

If an employee believes that they are physically unable to perform a task, the employee should bring that fact to the attention of the immediate supervisor. The immediate supervisor should then refer the issue to the Director of Human Resources for review under the reasonable accommodations provisions of these policies.

SECTION 3: SALARY and WAGE PLAN

The City utilizes a fair, equitable and non-discriminatory pay system in order to attract, hire, develop and retain a highly competent workforce. Subject to the approval by the City Council, the City Manager shall prepare and administer a written compensation plan for City employees. City employees shall be paid salaries or wages in accordance with the compensation plan. In preparing the compensation plan, consideration shall be given to prevailing rates of pay among public and private employers; the duties, responsibilities, and qualifications required for the position; and other relevant factors.

SECTION 4: EMPLOYEE PAY SCHEDULE

All employees will be paid on a biweekly (every 2 weeks) basis with paychecks distributed every other Friday by the end of normal business hours. The City of Bastrop work week runs from Monday to Sunday. The paycheck covers the previous two-week period. Pay dates falling on a City recognized holiday will be scheduled for the preceding day.

Employees who receive a paper check and are absent from work on a pay day are requested to make arrangements with the Finance Department or through the Human Resources Department to pick up their paycheck. Paychecks will not be given to third parties without express written authorization from the employee.

SECTION 5: DIRECT DEPOSIT

The City of Bastrop offers the convenience of payroll direct deposit to the bank of the employee's choice. Direct deposit affords employees the use of their money on payday, regardless of whether they are on vacation, ill or simply not in a position to pick up their paycheck. Employees enrolled in direct deposit can deposit directly into checking or savings accounts and will still receive an earnings statement from the City on payday.

SECTION 6: FIRST PAYCHECK

The date of the first paycheck will depend on the date the employee began working during the pay period. In all cases, employees will receive their paycheck either the second or third Friday after beginning work. The first paycheck will be a paper check.

SECTION 7: FINAL PAYCHECKS

Final paychecks for discharged employees will be available within six (6) calendar days from the termination date. For voluntary resignations, final paychecks will be available on the next regular scheduled pay date. Final paychecks will be distributed through the Human Resources Department.

SECTION 8: NO CHECK ADVANCES / NO LOANS

Under no circumstances will the City of Bastrop issue a paycheck in advance and no money will be loaned to employees.

SECTION 9: ON-CALL and CALL BACK (Non-Exempt Employees)

The City provides for after-hour service needs by allowing some departmental operations to designate certain non-exempt employees to be “on-call”. Employees designated to be “on-call” are expected to respond to departmental after-hour service calls as required by procedures established by their department.

A. Definitions

- 1) **On-Call:** A condition outside normally scheduled work hours, in which a designated non-exempt employee is continuously available by telephone, is fit for duty, and is able to respond and report to work within a specified time period. On-Call does not include previously scheduled overtime or holiday time.
- 2) **Call-Back:** An unscheduled or emergency Call-Back in which a non-exempt employee is required to return to work outside of officially scheduled work hours. Call-Back may occur after leaving the job site, or during a holiday or a regular workday. It does not include overtime or holiday work scheduled in advance.

B. On-Call Employee Provisions

After regularly scheduled working hours, On-Call employees are free to pursue personal activities but must respond to a Call-Back via phone within the designated guidelines set by their Department. Employees designated as On-Call must be fit, both mentally and physically, to accomplish the On-Call services within the time frame required. An employee is considered officially scheduled and designated as On-Call only when approved by the supervisor in accordance with procedures established by the Department.

C. On-Call Compensation

- 1) **Regular On-Call Time Worked:** On-Call status is not considered time worked and is not compensable unless the employee actually responds to a call. On-Call employees called back to the workplace will be paid at their regular rate of pay for their actual hours worked and are guaranteed a minimum of two (2) hours pay for each call-back within the same 24-hour period after their regularly scheduled working hours or on a regular day off. Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor will not be considered call-back and will

be paid at the employee's regular rate of pay until overtime requirements are met. On-Call employees who do not return to the workplace but who handle a workplace issue by phone and/or email, will be paid for actual time spent on the phone or computer. In all cases, employees must report their actual hours worked on their time sheets.

- 2) **Holiday On-Call Time Worked:** Employees who are scheduled to be On-Call during a week that includes a City holiday and who are called back to the workplace on the City holiday, or anytime during their On-Call scheduled work week, will be paid at the rate of one and one-half (1-1 / 2) times their regular hourly rate of pay for any call-back. Employees must report their actual hours worked on their time sheets.
- 3) **Exempt Status Employees:** Employees who are exempt from overtime are not eligible for compensation under the provisions of this policy.

D. Departmental Policies

Each Department has its own internal procedures for handling On-Call services. Departments may establish guidelines for varying levels of response to Call-Back situations depending on the nature and importance of the services to be completed.

SECTION 10: OVERTIME

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour requirements. Exempt employees are not paid overtime compensation.

Overtime shall be allocated as evenly as possible among all employees qualified to perform the work involved. Overtime pay will be paid for all time worked over forty (40) hours for non-exempt employees.

Paid sick, vacation and holiday leave, time taken for jury duty, witness duty, bereavement leave, injury on duty leave, traveling to and from schools, conferences, seminars, or any other leave of absence shall not be considered as time worked for purposes of calculating overtime pay. All overtime worked must be clearly reflected on the employee's time records before it will be approved by the City.

A. Non-Exempt Employees

Non-exempt employees are those who are covered by the overtime requirements of the Fair Labor Standards Act. Employees classified as "Non-Exempt" may be scheduled to work overtime, at the request of their supervisor, Department Director, or the City Manager when the City's operating requirements, special events, or other needs cannot be met during regular working hours. When possible, advance notification of mandatory overtime assignments will be provided. Refusal or other failure to work mandatory overtime may result in disciplinary action up to and including termination. Overtime work is otherwise subject to the same attendance policies as straight time work.

All non-exempt employees must receive prior authorization from their supervisor or Department Director before performing any overtime work. This means employees may not begin work prior to their scheduled work time and may not continue working beyond the end of their scheduled work time without prior

authorization from the appropriate supervisor. Any overtime must be approved by the appropriate supervisor before submitting for processing and payment. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor. The appropriate supervisor must approve any overtime worked on the employee's time sheet or in time entry before submitting for processing and payment.

Non-exempt employees who work overtime without receiving proper authorization will likely be subject to disciplinary action, up to and including termination.

Generally, except for Fire Department and Police Department shift employees, overtime pay for non-exempt employees is at the rate of one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate of pay for hours actually worked in excess of forty (40) in the City's workweek. (The City's workweek begins at 12:00 a.m. on Monday and ends at 11:59 p.m. the following Sunday.) An employee's regular hourly rate includes all pay incentives, such as longevity, assignment pay, etc. Fire and Police personnel are paid overtime based on the work cycle adopted by their Department under Section 207(k) of the Fair Labor Standards Act. The City may round time to compute overtime pay.

B. Firefighters

The Fair Labor Standards Act (FLSA) states that employees who engage in fire protection activities are required to be paid for overtime when they exceed 106 hours in a 14-day work period. The City will pay all non-exempt Firefighters overtime when the number of hours worked exceeds the regular scheduled hours for any weekly work period. For purposes of this section, "regular scheduled" hours shall mean the number of hours an individual Firefighter is assigned to work for a particular week as indicated by the Department's schedule at the start of the week in question.

C. Police Officers

The Fair Labor Standards Act (FLSA) states that employees who engage in law enforcement activities are required to be paid overtime when they exceed 86 hours in a 14-day work period. The City will pay all non-exempt Police Officers overtime when the number of hours worked exceeds the regular scheduled hours for any weekly work period. For purposes of this section, "regular scheduled" hours shall mean the number of hours an individual Police Officer is assigned to work for a particular work week as indicated by the Department's schedule at the start of the week in question.

SECTION 11: FLEX-TIME WORK SCHEDULE

In situations where overtime payment is not feasible due to budgetary constraints, the Department Director or supervisor must consider flexing the employee's work schedule in an effort to minimize the need for overtime compensation. Flexing must be completed within the same workweek (or work cycle if under the 207(k) exemption of FLSA) that the overtime was worked and must be accurately reflected on the affected employee's time record.

SECTION 12: EXEMPT EMPLOYEES

Exempt employees are those who are not covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond 40 hours in a workweek. Exempt status employees are expected to put in the hours necessary to complete their assignments with an acceptable level of quality in a timely manner. Because of the complexity and nature of the duties entailed in 'exempt status' jobs, it is inherent that, periodically, work beyond that described as a normal '40-hour week' may be required to adequately perform the duties of such exempt status positions. Nevertheless, employees filling such positions are not entitled to 'overtime pay,' unless required for compliance with State and Federal laws.

Exempt employees will be allowed to take time off, from time-to-time, at the discretion of and with prior approval of the City Manager.

"Docking" an exempt employee's pay for a partial day's absence will be permitted only as authorized by law and approved by the Director of Human Resources or City Manager. It is the policy of the City not to make improper deductions from an exempt employee's pay. Any exempt employee who believes an improper pay deduction has been made, must immediately notify the Director of Human Resources. The City will promptly reimburse an exempt employee for any improper deduction(s) and will make a good faith commitment to comply in the future.

An exempt employee who is absent and has no accrued paid leave time, need not be paid for any workweek in which no work was performed.

SECTION 13: SALARY STEP INCREASES

The purpose of the Salary Step Increase (hereafter "Step") is to motivate employees to achieve higher levels of sustained performance and result in a work performance and product that will justify consideration of an increase in the pay status of the employee. Step increases, if approved by City Council in the annual budget, shall be considered following the annual performance evaluation of each regular employee. Step increases shall be awarded in accordance with criteria established by the City Manager. A Step increase will become effective on the anniversary date of the employee's first day of employment.

Employees who are in their introductory period are not eligible for step increases until after completion of the introductory period.

SECTION 14: LONGEVITY

A. Definitions

- 1) **Full-Time Position / Employee:** any position where the employee is prescribed to work 40 hours each week in exchange for 40 hours pay.
- 2) **Regular Part-Time Position / Employee:** any position where the employee is prescribed to work a minimum of 20 hours in exchange for 20 hours pay.

A Longevity Pay Plan has been established to compensate regular full-time employees for their length of service with the City. Regular part-time employees shall earn longevity pay on a pro-rated basis. Longevity pay is based on a per month rate approved by the City Council for each year of continuous service and is calculated from the date of employment. Longevity pay is accrued monthly and shall be paid annually in the month of November after the employee has completed one (1) full year of continuous service.

SECTION 15: TERMINATION PAY

Regular full-time and part-time employees who leave employment with the City and have completed six (6) months of continuous service shall receive all pay that is due to them, in accordance with State and Federal law, and as follows:

- A. An employee will be paid for any hours worked and for any overtime compensation due to them.
- B. An employee will be paid for any longevity pay earned in accordance with the Longevity Policy if applicable (see Section 14: Longevity). The employee's final longevity pay compensation will be based only on periods of time actually worked. Additional longevity pay will not be calculated on accrued vacation time the employee may be paid at the time of termination.
- C. An employee must have successfully completed their initial six (6) month introductory period in order to be paid for unused vacation time earned at the time of termination.
- D. All City property issued to employees during employment will remain property of the City and must be returned to the City in good condition upon termination. This property shall include, but not be limited to, cash, equipment, tools, vehicles, keys, uniforms, safety equipment, radios, ID cards, badges, Employee Handbook, or any other property. Employees are personally responsible for any indebtedness to the City incurred by them prior to or upon termination of employment. Indebtedness may result from replacement value of damaged or unreturned City property, lost cash, negligence, insurance premiums, reimbursement due the City as a result of workers' compensation salary continuation benefits, as well as any and all other debts, costs, or sums of money the employee may owe the City.
- E. To the extent allowed by law, any indebtedness to the City which the employee might have incurred shall be deducted from the final pay authorization. In accordance with an agreement signed by each employee, the reasonable value of any indebtedness owed to the City by an employee will be withheld from the employee's final check upon termination or retirement, unless a release is granted by the Department Director.
- F. The City will issue any unpaid pay, unused vacation time, sick leave, and accumulated benefits to the designated beneficiary of any employee who dies while employed by the City, in accordance with the provisions of this policy.
- G. Employees may request that any retirement benefits paid by the employee, through payroll deductions, be refunded in accordance with the applicable program.

CHAPTER 7: PERFORMANCE EVALUATIONS

SECTION 1: EMPLOYEE PERFORMANCE EVALUATIONS

The City uses a thorough performance evaluation system for assisting supervisors in communicating job expectations, measuring the employee's level of past performance, recognizing employee achievements and exemplary performance, and strengthening the supervisor-employee relationship. The performance evaluation system provides necessary information for management decisions including career development and training, assignments, advancements, transfers, disciplinary actions, retention, compensation, etc. The purpose of the performance evaluation system as outlined herein is to achieve optimum employee performance resulting in outstanding service.

A. Schedule

- 1) Regular full and part-time employees hired are eligible for a performance review as follows:
 - a) After completing their initial three (3) months of their initial introductory period;
 - b) After completing their initial six (6) month introductory period; and thereafter,
 - c) Annually on their employment anniversary date.
- 2) Newly transferred or promoted employees who are serving their initial introductory period shall also receive periodic evaluations during their introductory period.
- 3) Department Directors are not governed by the above schedule; the City Manager establishes a performance evaluation system for Director-level positions.

B. Supervisory Responsibilities

All performance evaluation information must be written and forwarded to the Human Resources Department for retention in the employee's official personnel file. Supervisors will strive to clearly communicate all elements of job performance, key result areas, performance standards, measures, goals, strengths, and areas of development needed by completing the Performance Assessment and Development form. Each employee will sign and date a copy of the Performance Evaluation when it is reviewed. An evaluation is considered complete at the time the employee signs and dates the evaluation document, or the supervisor or Department Director has a witness acknowledge the employee's refusal to sign the evaluation document. A copy of the evaluation shall be provided to the employee.

Department Directors are expected to ensure compliance with this policy and ensure that evaluating supervisors and managers under their direction are adequately trained in the performance evaluation process. Department Directors and/or mid-level managers are encouraged to review all Performance Evaluation documents for validity prior to the department supervisor conducting the performance evaluation with the employee, in order to correct any obvious errors or rating bias.

C. Director of Human Resources Responsibilities

The Director of Human Resources will review all evaluation documents for obvious errors and return them to the Department Directors for any clarifications or procedural corrections. The Human Resources Department is responsible for maintaining original evaluation documents in official personnel files, and for timely processing of Personnel Action Forms for any compensation due.

D. Employee Responsibilities

Employees are expected to be knowledgeable of their essential job functions and key result areas and maintain established performance standards and requirements. Employees are encouraged to address issues and concerns regarding their annual performance evaluation with their evaluating supervisor. If the employee is unable to resolve issues and concerns with the evaluating supervisor, the employee may address them with the Department Director; if the Department Director is the evaluating supervisor, the employee may address their concerns to the Director of Human Resources or City Manager.

SECTION 2: INTRODUCTORY PERIOD EMPLOYEE PERFORMANCE EVALUATIONS

Employees who are in their introductory period of employment with the City shall be evaluated at the end of three (3) and six (6) months of employment. Marginal or unsatisfactory ratings on any of the measures of the performance evaluations shall constitute sufficient justification for discontinuance of employment. Introductory period may be extended in accordance with Chapter 5, Section 6. Employees who successfully complete their introductory period (6 months) and are approved by their respective Department Director, may be recommended for regular employee status.

CHAPTER 8: ATTENDANCE and LEAVE BENEFITS

SECTION 1: WORK HOURS

Nonexempt full-time employees of the City, except for Police Officers and Firefighters, normally work 40 hours in a seven-day (7) workweek. Exempt employees may be required to work in excess of 40 hours in certain weeks. The work week begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday. The regular workday normally begins at 8:00 a.m. and ends at 5:00 p.m., although employees in some departments may have different work schedules.

In times of disaster or emergency, working hours shall be determined by the City Manager.

A. Adjustment to Work Hours

In order to assure the continuity of City services, it may be necessary for Department Directors to establish other operating hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the City includes the employee's acknowledgement that changing shifts or work schedules may be required and indicates that the employee will be available to do such work.

B. Attendance Records

Department Directors shall establish work schedules and maintain daily employee attendance records. Employees with access to Incode are required to record the number of hours worked each day utilizing the Time Entry automated system. All other employees are required to record the number of hours worked each day, as well as the time they arrived at work, the time they left for and returned from lunch, and the time(s) they left for and returned from unpaid break(s) during the workday.

C. Attendance and Punctuality

To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting to work. Department Directors and/or supervisors shall establish work schedules and maintain daily employee attendance records for their respective departments.

Employees should be at their workstations / work sites, mentally and physically fit, ready to work at their scheduled start time in accordance with City and departmental policies and regulations.

Regular and reliable job attendance is an essential function of every job. Excessive absenteeism and tardiness are disruptive and place a burden on the City and co-workers. Either may lead to disciplinary action, up to and including termination. In the rare instance when an employee cannot avoid being late to work or is unable to work as scheduled, the employee must personally notify their supervisor by phone, text or e-mail as soon as possible in advance of the anticipated tardiness or absence in accordance with departmental procedures. The employee must disclose to their supervisor whether the absence or tardiness is approved Family Medical Leave (if applicable) or sick leave and the date and time of

anticipated arrival. The employee must personally notify the supervisor on each day of absence for absences of a day or more unless their supervisor expressly waives this requirement.

In most instances, an employee who fails to properly notify the supervisor in advance of an absence or tardiness will be subject to disciplinary action up to and including termination. An employee who fails to notify the City of an absence may be presumed to have voluntarily resigned employment.

SECTION 2: HOLIDAYS

The City provides paid holidays to all regular full-time and all regular part-time employees, and employees serving in their initial introductory period. All other employees are extended the official holiday, but without pay. The following official holidays will be observed:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
Texas Independence Day	March 2nd
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Friday	Fourth Friday in November
Christmas Eve	December 24th
Christmas	December 25th
Floating Holiday*	Optional

A. *Floating Holiday (effective Fiscal Year 2022)

All regular full-time and regular part-time employees are entitled to one floating holiday each calendar year that may be used either for observance of a holiday not included on the City's current holiday schedule or as a personal day off. The floating holiday must be used in the calendar year accrued and will not carry over into the next calendar year.

B. Scheduling of Holidays

As many employees as possible shall be given each holiday off consistent with the maintenance and performance of essential City functions. Official holidays occurring on Saturday will normally be observed on the preceding Friday and official holidays occurring on Sunday will normally be observed on the following Monday. When Christmas Eve or Christmas Day falls on a Saturday and/or Sunday, days in the preceding or following week will be observed, as approved by the City Manager.

Department Directors and/or supervisors shall insure that employees working non-standard schedules or assigned to be 'on duty' during official holidays receive benefit of the full number of official holidays.

C. Regular Full-time Employees

All regular full-time employees shall be entitled to all paid holidays.

D. Regular Part-time Employees

Regular part-time employees shall be compensated on a pro-rated basis. All regular part-time employees shall be entitled to all paid holidays observed on a day of the week that the employee would normally have worked and shall be compensated for the number of hours they would have worked on that day.

E. Temporary and Seasonal Employees

All Temporary and Seasonal employees will be paid their regular hourly rates for a holiday only if required to work on a holiday. No holiday pay is authorized for Seasonal or Temporary employees who do not work on a holiday.

F. Employees Required to Work on a Scheduled Official Holiday

Employees required to work on a scheduled official holiday shall receive compensation for the holiday at their regular rate of pay, in addition to the hours worked, or be granted an alternate day of paid leave within the same pay period, at the employee's request.

G. Employee's Scheduled "Off-Duty" on an Official Holiday

When an official holiday and an employee's regularly scheduled day off occur on the same day, the employee will be paid eight (8) hours of holiday pay. Part-time employees will be paid for the number of hours they would have worked on that day.

H. Non-exempt Emergency Personnel Called Back on a Holiday

Non-exempt employees called in on an emergency basis to work on a scheduled holiday for which they are not scheduled to work will be paid for all hours worked on the holiday at the rate of one and one-half (1½) times the employee's regular base pay and eight (8) hours for the holiday or will be given an alternate day off within the same pay period at the employee's request.

I. Eligibility for Holiday Pay

To receive pay for an official holiday, an employee must be in a pay status on that holiday, as well as the scheduled workday before and after the official holiday.

J. Ineligibility for Holiday Pay

Employees on unpaid leave the day before or after the holiday are not eligible for Holiday Pay. Likewise, non-exempt employees who are absent without authorized leave on the day immediately preceding or following a scheduled holiday will not be paid for the holiday.

K. Holidays Occurring During Vacation Leave

An official City observed holiday that falls within an employee's vacation period will be counted as paid Holiday time in lieu of a day of vacation leave.

L. Separating Employees

Except in extraordinary situations, separating employees will not be allowed to use a holiday as their final day of employment. Exceptions must be scheduled and authorized in advance by the Department Director, Human Resources Director and City Manager.

M. Paid Leave Status

An employee on a paid leave status will normally be paid Holiday pay in lieu of the leave status pay they would ordinarily receive at the time of the holiday.

N. Other Religious Holidays

Employees desiring to observe religious holidays not coinciding with City official holidays may request to utilize a Floating Holiday (see Subsection A of this Section). If the employee has utilized their one (1) floating holiday for the year, the employee must charge the time to vacation or an excused absence without pay. Employees shall notify their supervisor in advance of their decision in this regard to facilitate department scheduling. The City does not discriminate in its employment practices on the basis of religion or the religious practices of its employees.

O. Holiday Pay During Workers' Compensation Leave

An employee on Worker's Compensation leave will receive Holiday pay.

SECTION 3: VACATION LEAVE

All regular full-time and regular part-time employees accrue vacation starting from their first date of employment.

A. Eligibility

All regular full-time and regular part-time employees are eligible to take vacation after completing their initial six (6) month introductory period. However, the City Manager and Department Directors shall be granted vacation leave as accrued during their first six (6) months of employment. The City Manager shall be granted their full vacation benefits according to the time remaining in the fiscal year of employment.

B. Accrual

Regular full-time employees, except the City Manager, shall earn vacation leave based on their service

years completed as indicated in the table below. Regular part-time employees shall earn vacation leave on a pro-rated basis to be computed in direct ratio of actual hours worked to the normal work week for the department concerned (see example below). Temporary and seasonal employees do not earn vacation leave.

EXAMPLE OF VACATION ACCRUAL FOR REGULAR PART TIME EMPLOYEES

Employee works 20 hours per week.

20 hours x 52 weeks = 1040 hours

40 hours x 52 weeks = 2080 hours

$1040 = .5$
2080

$.5 \times 10$ regular vacation days = 5 vacation days for part time employees.

VACATION LEAVE ACCRUAL TABLES FOR EMPLOYEES

REGULAR FULL-TIME EMPLOYEES

(based on 40 hours worked per week)

Service Years Completed	Vacation Days Earned Annually	Hours Earned Per Pay Period
0-2	10	3.08
3-4	11	3.38
5-6	12	3.69
7-8	13	4.00
9	14	4.31
10-12	15	4.62
13-14	16	4.92
15-16	17	5.23
17-18	18	5.54
19-20	19	5.85
21	20	6.15

VACATION LEAVE ACCRUAL TABLES FOR FULL-TIME FIREFIGHTERS (SHIFT WORK)
(based on average of 56 hours worked per week)

Service Years Completed	Vacation Days Earned Annually	Hours Earned Per Pay Period
0-2	14	4.31
3-4	15	4.74
5-6	17	5.17
7-8	18	5.60
9	20	6.03
10-12	21	6.46
13-14	22	6.89
15-16	24	7.32
17-18	25	7.75
19-20	27	8.18
21	28	8.62

C. Use and Scheduling of Vacation Leave

Vacation leave is an earned benefit intended to provide employees with paid time away from the work environment to pursue activities that will promote the well-being of the individual. Absences on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may be charged to vacation leave, when sick leave is exhausted, at the request of the employee and with approval by the Department Director. Any other use of vacation leave shall require advanced approval by the Department Director or supervisor.

Employees must schedule their annual vacation leave in accordance with their department's guidelines governing vacation scheduling and utilizing the "Absent From Work Form" Employees with access to Incode are required to record the number of hours worked each day utilizing the Time Request automated system. Whenever possible, vacation leave will be scheduled at the convenience of employees. However, Department Directors must be certain that vacations do not interfere with the normal functions and activities of department operations. Whenever possible, employees are encouraged to submit their preferred vacation schedule to their appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop. To ensure proper payment of vacation pay, employees must make sure they have an approved vacation request on file before leaving for vacation.

Each Department Director or supervisor and the Finance Department shall keep records of vacation leave allowance and use.

D. Administering Vacation Leave

Vacation leave shall be administered according to the following rules:

- 1) Vacation leave shall be taken in minimum increments of one half (.50) hour.
- 2) An employee who enters employment before the 16th of any month or who leaves employment after the 15th of any month shall earn vacation leave for that month. Employees starting on or after the 16th of any month or leaving employment on or before the 15th of any month shall not earn vacation leave credit for that month.
- 3) An employee may not take more than two (2) consecutive weeks of vacation at any given time, unless approved by their Department Director, Supervisor, and the City Manager.
- 4) Vacation leave shall be charged only for the time during which the employee would have been scheduled to work.
- 5) Paid vacation leave is not considered hours worked for purposes of performing overtime calculations.
- 6) Employees being laterally transferred, promoted, or demoted shall retain accrued vacation leave.
- 7) Vacation leave shall not be advanced to employees.
- 8) Vacation leave hours are not transferable between employees.

E. Maximum Accruals

The maximum number of vacation days that an employee may accumulate is two (2) times the employee's current annual accrual rate, unless approved by the City Manager. No employee may accrue more than thirty (30) days of vacation leave except in extenuating circumstances as determined by the City Manager. All days in excess of the maximum are "lost" on the employee's next anniversary date (except as otherwise provided for in this policy). Employees will not be paid for vacation in excess of the maximum accrual or for vacation that is "lost" on their anniversary date. If the needs of the City or Department preclude the taking of a scheduled vacation, the Department Director or supervisor may defer an employee's scheduled vacation leave. In such cases, the Department Director or supervisor shall grant the employee's deferred vacation leave within 60 days or payment will be made to the affected employee for the deferred vacation hours upon approval by the City Manager. All deferred vacation carryover or payment must be approved by the City Manager and must be forwarded to the Finance Department before the employee's anniversary date.

F. Compensation for Vacation Leave

Vacation is paid at the employee's base rate at the time of vacation. It does not include overtime or any special forms of compensation. Vacation time is paid only for hours the employee would ordinarily have worked. Employees will not be paid for any unused vacation leave, except upon separation of employment, or if an employee is precluded from taking a scheduled vacation due to City or department needs as set out above.

Upon termination, retirement, resignation, or death, an employee shall be paid for accrued vacation leave up to a maximum of thirty (30) days at the rate of pay the employee was receiving at the time of separation. Only employees who have successfully completed their initial introductory period of employment are entitled to this payout provision upon separation.

SECTION 4: SICK LEAVE

Sick leave is defined as paid time away from work provided by the City for the purpose of permitting an employee to be relieved of their work duties due to a bona fide illness or injury, for visits to a doctor or dentist, pregnancy, if it significantly impairs the employee's ability to work, birth of a child (if the employee physically gave birth, otherwise use of sick leave for child birth falls under Subsection F below), or when an employee is needed to provide care for their immediate family, as defined in Subsection F, below, who is ill or injured.

Employees who are unable to work due to illness or injury or other situations covered by this policy must immediately notify their appropriate supervisor in accordance with the procedures adopted by their Department.

Employees who use their sick leave without just cause may be dismissed from employment with the City. Sick leave may not be taken in advance of it being earned. Official holidays and regular days off shall not count against sick leave.

A. Eligibility

All full-time and regular part-time employees are entitled to accrue sick leave. Full-time employees who are in their initial introductory period may use accrued sick leave only if approved by their supervisor or Department Director. An employee who is released for and offered modified duty by the City, but elects not to accept such assignment, will generally be ineligible for paid sick leave benefits. Temporary and seasonal employees do not accrue sick leave.

B. Accrual Rate

- 1) All full-time employees shall accrue sick leave from the first date of employment at the rate of one (1) day (8 hours) for each month of continuous employment, for a total of twelve (12) days (96 hours) per year. Regular part-time employees shall earn sick leave on a pro-rated basis to be computed in direct ratio to actual hours worked in the normal work week (see example below). Sick leave may not be taken in advance of it being earned.
- 2) An employee who begins employment before the 16th of any month or who leaves employment after the 15th of any month shall accrue sick leave credit for that month.
- 3) An employee who begins employment on or after the 16th of any month or who leaves employment on or before the 15th of any month shall not accrue sick leave credit for that month.
- 4) Sick Leave accrues only during pay periods in which the employee works or is otherwise on an approved paid leave status.

EXAMPLE OF SICK LEAVE ACCRUAL FOR REGULAR PART TIME EMPLOYEES

Employee works 20 hours per week.

20 hours x 52 weeks = 1040 hours
40 hours x 52 weeks = 2080 hours

$1040 = .5$
2080

$.5 \times 12$ regular sick leave days = 6 sick leave days for regular part time employees.

SICK LEAVE ACCRUAL TABLE

REGULAR FULL-TIME EMPLOYEES

(based on 40 hours worked per week)

Service Years Completed	Sick Days Earned Annually	Hours Earned Per Pay Period
NA	12	3.69

FULL-TIME FIREFIGHTERS (SHIFT WORK)

(based on average of 56 hours worked per week)

Service Years Completed	Sick Days Earned Annually	Hours Earned Per Pay Period
NA	12	3.69

C. Maximum Accrual

The maximum sick leave that may be accrued by any full-time employee is 120 days (960 hours). The maximum accrual for regular part-time employees is on a pro-rated basis to be computed in direct ratio to actual hours worked in the normal work week.

Accrued sick leave will not be compensated by the City, in any way, at the time of termination, whether by resignation or dismissal. Fifty percent (50%) of accrued sick leave, not to exceed sixty (60) days, shall

be compensated only for the death of an employee or in the case of retirement under the City sponsored Texas Municipal Retirement System plan.

D. Authorized Use of Sick Leave

Supervisors closely monitor the use of sick leave. It is expected that employees will use their paid City sick leave in accordance with this policy. Trips to the doctor or hospital stays / visits, which take the employee away from the home, are acceptable, but other personal pursuits during paid sick leave will be considered as abuse of this policy.

Abuse of sick leave, including use of sick leave for anything other than as provided for in this policy, may result in immediate disciplinary action, up to and including termination, and may also render the employee ineligible for paid sick leave benefits. Similarly, employees who fail to timely report an absence or tardiness due to illness, injury, or doctor / dentist appointment may be disqualified from using sick leave for the absence.

E. Sick Leave for the Employee

Sick leave is provided by the City for the purpose of permitting an employee to be relieved of their work duties due to the employee's bona fide personal illness, accident or injury that prevents working, doctor and dentist appointments, pregnancy, if it significantly impairs the employee's ability to work, birth of a child (if the employee physically gave birth, otherwise use of sick leave for childbirth falls under Subsection F below). Employees who use their sick leave without just cause may be dismissed from employment with the City.

An employee who is pregnant may use accrued sick leave for maternity purposes prior to delivery and for a reasonable time following delivery as may be determined necessary by her physician. The City complies with all State and Federal laws related to pregnancy and maternity leave.

F. Sick Leave for the Employee's Immediate Family

Sick leave may be used for absences when needed to care for a member of the employee's immediate family who is ill or injured. If additional time is needed, employees must first use all accrued vacation leave. For purposes of this policy, "immediate family" is defined as the employee's parent(s), current spouse, domestic partner, children, stepchildren, and other relatives residing in the employee's home. In the event of a life-threatening illness or injury of the employee's family member who does not meet the definition of "immediate family", the Department Director (and in the case of Department Directors, the City Manager) may allow the employee to use accrued sick leave. Sick leave may also be used by employees for their immediate family's scheduled doctor and dentist appointments.

G. Administration of Sick Leave

Sick leave shall be administered according to the following rules:

- 1) Sick leave may not be taken in advance of it being earned.
- 2) Sick leave may be taken in minimum increments of one half (1 / 2) hour.

- 3) Official holidays observed by the City while an employee is on approved paid sick leave will be treated as a paid holiday, rather than a day of sick leave, if the employee is eligible for the paid holiday.
- 4) Regular days off shall not count against sick leave.
- 5) Employees shall notify their supervisor in advance, or at the earliest possible time, of the need to use sick leave. Supervisors may require a doctor's statement if deemed necessary.
- 6) If an employee becomes ill, has an injury, or doctor / dentist appointment, and cannot report for work, their absence must be reported to their immediate supervisor or Department Director prior to, or within one (1) hour after their regular reporting time, so that such absence will be charged to sick leave.
- 7) Failure to report to work or failure to report their absence from work may cause an employee's absence or tardiness to be disqualified from using sick leave for their absence and may be charged as leave without pay.
- 8) An employee who becomes ill or injured during a vacation may request that the vacation be terminated, and the time of illness or injury be charged to sick leave. Such request must be made immediately to the Department Director or their supervisor, or at least on the first regularly scheduled workday following the vacation. A physician's statement will normally be required in such instances.
- 9) After an employee's accumulated sick leave has been exhausted, they may use accrued vacation leave as sick leave (see Use of Other Leave below). When absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an employee shall be discontinued until they return to work.
- 10) Under certain circumstances and with the approval of the Department Director or supervisor, the employee may flex their work schedule to attend to medical or dental appointments. This is acceptable provided that work time is accurately recorded on the time sheet for the week or work cycle in which the flex time was approved. Under no circumstances can flex time extend beyond the affected workweek for non-exempt employees or pay period for exempt employees. The total of a non-exempt employee's sick leave time plus hours worked cannot exceed forty (40) hours within the same workweek.
- 11) Employees missing more than three (3) consecutive workdays due to illness or injury may be required to provide a statement from the employee's physician regarding the illness and fitness to return to duty. Failure to do so, when required, may result in dismissal, suspension, and/or forfeiture of pay for sick leave.
- 12) An employee terminating from City employment must submit certification of illness from a physician before being eligible to use sick leave during the last two (2) calendar weeks of employment.
- 13) Department Directors or supervisors shall be responsible for reporting and approving all sick leave used by an employee on the employee's time sheet or electronic leave request.

H. Use of Other Leave

If approved by the Department Director (in the case of Department Directors, by the City Manager), employees who have successfully completed their initial introductory period may use accrued vacation leave or take a leave of absence without pay, but only if an employee has no accrued sick leave time.

I. Documentation

Employees requesting paid sick leave must complete an "Absent From Work Form" and submit it to their

supervisor for approval. Employees with access to Incode are required to submit their “Time Request” via the automated time entry system. Absence for illness / injury of three (3) or more consecutive workdays requires verification of the illness / injury. An employee must provide verification of an absence any time it is requested by the City.

An employee may also be required to present satisfactory proof of family relationship and/or satisfactory proof of a family member’s illness, injury, or doctor / dentist appointment if the employee wishes to use accrued sick leave to care for an immediate family member. If the employee fails to present such proof in a timely manner, use of sick leave will not be permitted and no other paid leave may be used for the absence. Abuse of sick leave may result in discipline up to and including termination.

J. Other Employment During Sick Leave

Employees on sick leave, whether paid or unpaid, may not work a second job, including self-employment, or participate in volunteer work, during the period of leave, even if they have written authorization from their Department Director to work a second job. Exceptions to this policy must be obtained in writing from the Department Director and the Director of Human Resources (See Outside Employment Policy).

K. Temporary Disability and Sick Leave:

Employees with temporary disabilities may, at the discretion of the City Manager, or as required by law, be granted unpaid leave after exhausting all available paid leave. Inability to work because of pregnancy or childbirth will be treated as any other temporary disability. The employee requesting a leave of absence must submit a treating health care provider’s statement confirming the employee’s inability to work, the projected dates of the leave, and the reason for the leave. The Human Resources Director may also place employees on temporary disability leave upon determination that the employee is not fit for duty. Except as otherwise required under the Family and Medical Leave Act, the employee’s job is not guaranteed to be held open after the exhaustion of paid leave.

SECTION 5: CATASTROPHIC LEAVE PROGRAM

The purpose of the Catastrophic Leave Program is to provide employees with the possibility of obtaining additional paid sick leave to avoid loss of compensation due to a catastrophic illness or injury when the employee has exhausted all accrued paid leave balances.

This Program allows eligible City employees to voluntarily donate sick leave earned by the employee to the Catastrophic Leave bank. Eligible employees may donate sick leave in eight (8) hour increments.

The Catastrophic Leave Program is a generous benefit that has been implemented for employees that have their lives disrupted by a catastrophic injury or illness. Please remember that it is a privilege to receive contributions from the Program, not an entitlement. No minimum amount of Catastrophic Leave is guaranteed to any employee.

A. Definitions

- 1) **Eligible Recipients:** All regular full-time and regular part-time employees who have completed one

- (1) year of employment and who suffer from a catastrophic illness or injury that involves inpatient care at a hospital, hospice, or treatment center or continuing treatment under the supervision of a state licensed medical or health care provider for an extended period.
- 2) **Eligibility Requirements:** To receive donated leave, the employee must deplete or will soon deplete their accrued sick leave and vacation leave which will result in leave without pay status. All Catastrophic leave shall be taken concurrently with eligible leave under the Family and Medical Leave Act when applicable. The employee must not have a history of any of the following:
 - a) Excessive absences that are unrelated to FMLA or ADA-protected leave
 - b) Currently under a Performance Improvement Plan, or
 - c) Pending disciplinary action.
 - 3) **Eligible Catastrophic Illnesses or Injuries:** Those where the employee is required to be away from work for an extended period of time and which would be deemed a “serious health condition” as defined in the Family and Medical Leave Act. Cosmetic surgeries unrelated to a “serious health condition” are not eligible.
 - 4) **Employees Eligible to Donate:** All regular full-time and regular part-time employees who have completed one (1) year of employment.
 - 5) **Duration:** The interval of donated time shall not exceed the employee’s time available under FMLA (See Family and Medical Leave Act policy), unless approved by the City Manager. Any Catastrophic leave shall run concurrently with FMLA time when applicable.

B. Privacy

All information related to health matters is confidential. Anyone inappropriately disclosing health or payroll information is subject to disciplinary action, up to and including termination. Employees with questions or concerns about catastrophic illnesses or injuries are encouraged to contact the Human Resources Department.

C. Procedures

1) Donating Leave

Eligible employees may donate not less than eight (8) hours or more than forty (40) hours of their accrued sick leave in eight (8) hour increments in each twelve (12) month period. Employees with a balance of 120 days (960 hours) of sick leave may donate up to sixty-four (64) hours of sick leave to the pool in each twelve (12) month period. The contribution of sick leave is strictly voluntary. Eligible employees requesting to donate leave must complete the Catastrophic Illness / Injury Donation form which can be obtained from the Human Resources Department.

2) Requesting Leave

Eligible employees requesting leave must complete the Catastrophic Illness / Injury Request form and

provide documentation from a state licensed medical or health care provider stating the reasons in detail why the employee needs the time and how much time off is anticipated. The details should relate solely to the amount of time that is needed off and sufficient information to determine that the injury or illness is a serious health condition. The eligible employee must exhaust all of their earned sick leave and vacation leave before receiving catastrophic leave.

3) Receiving Leave

Employees who receive Catastrophic Leave are not required to pay it back. In addition, they are not eligible to receive additional Catastrophic Leave for a period of twelve (12) months from the initial date the Catastrophic Leave was utilized, unless approved by the City Manager.

D. Employee's Responsibilities

1) Requesting Catastrophic Leave

The employee must complete a Catastrophic Illness / Injury Request form indicating the need for the leave, the estimated time needed, and return it to the Director of Human Resources with any required documentation.

2) Donating Leave

The employee requesting to donate leave to the City Catastrophic Leave Bank must complete a Catastrophic Illness / Injury Donation form indicating the total hours desired to donate and return it to the Director of Human Resources.

E. Approval Process

Under the direction of the City Manager, the Human Resources Director and/or the Chief Financial Officer shall review all requests for Catastrophic Leave to determine if the employee and the incident qualify. Consideration will be given to any past substantiated leave abuse. Employees will be notified in writing as to the approval or denial of their request.

Catastrophic leave will be allocated to an employee from pay period to pay period on an as-needed basis from the City Catastrophic Leave Bank, depending on the availability of donated leave. Employees will be considered for allocation in the order in which applications are received.

SECTION 6: BEREAVEMENT LEAVE

A. Definition of Immediate Family

For the purposes of using City paid Bereavement Leave, Immediate Family shall be defined as an employee's husband, wife, domestic partner, son, daughter (including adopted and foster children), stepson, stepdaughter, mother, father, stepmother, stepfather, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, grandparents, brother, sister, brother-in-law, sister-in-law, nieces,

nephews, and other relatives residing in the employee's home.

B. Receiving Leave

All regular full-time employees and all regular part-time employees may be granted bereavement leave for a period not to exceed three (3) workdays in the event of a death(s) in their Immediate Family (see definition above). Seasonal and temporary employees may be granted up to three (3) days leave of absence without pay in such cases.

Bereavement leave will not be charged against sick or vacation leave. Bereavement leave is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation. Paid time off for bereavement leave is not counted as hours worked for purposes of determining overtime. An employee may be required to provide proof of death / funeral / family relationship in support of bereavement leave.

C. Employees Responsibilities

Employees who wish to take bereavement leave must notify their supervisor immediately. Employees requiring additional time off to attend the funeral, make arrangements, or otherwise attend to the affairs of the deceased member of the Immediate Family (see definition above) may use accrued sick leave for two (2) additional days. Additional time off, if approved, above and beyond these noted times must be taken as vacation leave or leave without pay. If no sick leave or vacation leave is available, the additional time off may be authorized as leave without pay upon approval of the Department Director. All bereavement leave time must be requested on the City's "Absent From Work Form".

SECTION 7: MILITARY LEAVE

The City complies with all state and federal laws relating to employees in reserve or active military service and does not discriminate against employees who serve in the military. Temporary employees who have brief or non-recurrent positions with the City and who have no reasonable expectation that their employment with the City will continue indefinitely or for a significant period of time are generally ineligible for extended paid Military leave in excess of 15 days, reemployment rights, or any other Military leave benefits under this policy.

This policy covers employees who serve in the uniformed services in a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

A. Notice to City of Need for Leave

Employees must provide as much advance written or verbal notice to the City as possible for all military duty (unless giving notice is impossible, unreasonable, or precluded by military necessity). Absent unusual circumstances, such notice must be given to the City no later than 24 hours after the employee receives the military orders. To be eligible for paid Military leave, employees must complete and submit an "Absent From Work Form" along with the official documents setting forth the purpose of the leave and, if known, its duration. The "Absent From Work Form" must be turned into the Department Director and the Director of Human Resources as far in advance of the leave as possible.

B. Paid and Unpaid Leave for Training and Duty

1) Compensation

a) Full Pay for Up to 15 Days:

Employees will be paid for military absences of up to a maximum of 15 workdays per fiscal year (October 1 through September 30). Shift employees will be transitioned to a 40-hour work week during military absences. This leave may be used when an employee is engaged in National Guard or United States armed forces reserve training or active military duty ordered or approved by proper military authority. The paid leave days may be consecutive or scattered throughout the year. An employee who qualifies for this leave may request an annual accounting of the use of this leave.

b) Other Paid Leave:

Employees who have exhausted all available paid Military leave may, at their option, use any other available paid leave time (i.e., vacation leave) to cover their absence from work.

c) Unpaid Leave:

After an employee has exhausted all available paid Military leave (including any other paid leave time that the employee chooses to use to cover a military absence), the employee will be placed on Leave Without Pay.

C. Benefits

The City will continue to provide employees on paid military leave with most City benefits.

1) Medical and Dental Insurance

While an employee is on paid Military Leave (or any military leave of less than 31 days), the City will continue to pay its portion of the monthly premium for group health benefits. When Military leave is unpaid, the employee may elect to continue group health coverage for up to 24 months following separation of employment or until the employee's reemployment rights expire, whichever event occurs first, for the employee and eligible dependents.

Upon an employee's return to employment following military service, the City will provide health insurance coverage immediately. In addition, a returning employee will not be subjected to exclusions from coverage unless the exclusions apply to injuries or conditions that were incurred as a result of military service.

2) Other Benefits

While on paid military leave, employees continue to accrue vacation, sick leave and other benefits

provided to other employees on paid leave. The City will also continue to pay the premium for any City-provided life insurance while the employee is on paid Military leave. While on unpaid Military leave, employees are generally ineligible for most City-provided benefits. Benefits, such as vacation and sick leave, do not accrue while an employee is on unpaid leave, including unpaid Military leave. While on unpaid Military leave, benefit accruals will be suspended and will resume upon the employee's return to active employment. Once an employee returns to work following an unpaid leave, the employee will be treated as though continuously employed for purposes of determining benefits based on length of service, such as vacation accrual and longevity pay.

3) Texas Municipal Retirement System (TMRS)

Typically, an employee's period of uniformed service is deemed to constitute service for purposes of vesting and benefit accrual. Thus, employees earn service credit for time spent on active-duty Military leave. Service time is credited when an employee returns to work. To qualify for service credit, an employee must: return to work for the City within 90 days after discharge; receive an honorable discharge; and timely complete the necessary application. In order to receive monetary credit, an employee has the lesser of 5 years or 3 times the length of the military service to make up any TMRS contributions that were missed while on military leave.

D. Returning From Leave

1) Return to Work

A person returning from service must report back to work or apply for reemployment within the time constraints prescribed by USERRA. The City shall re-employ a returning veteran according to the provisions of USERRA.

2) Deadline to Notify City of Intent to Return to Work

The deadline for an employee to return to work and/or notify the City that the employee intends to return to work following military leave depends upon how long the employee's military service lasted:

- a) For service of less than 31 days, employees have eight (8) hours following their release from service to report for their next scheduled work period.
- b) For service between 31 days and 180 days, employees have fourteen (14) days following their release from service to apply for reemployment.
- c) For service of more than 180 days, employees have 90 days following their release from service to apply for reemployment.

These deadlines may be extended for two (2) years or more when an employee suffers service-related injuries that prevent the employee from applying for re-employment or when circumstances beyond the employee's control make reporting within the time limits impossible or unreasonable.

3) Required Documentation

To qualify to return to work, an employee returning from leave must provide documentation of the

length and character of military service. Also, evidence of discharge or release under honorable conditions must be submitted to the City if the military leave lasted more than 31 calendar days.

SECTION 8: INCLEMENT WEATHER / EMERGENCY CLOSING

Except for extraordinary circumstances, City offices DO NOT CLOSE. All City employees, whether exempt or non-exempt, are expected to make a sincere effort to report to work during inclement weather conditions or other emergency situations.

If an employee determines that the weather conditions constitute a danger to life and/or property, the employee must notify their immediate supervisor and/or Department Director and make arrangements to report to work if weather conditions improve. Any leave taken due to inclement weather can be flexed or charged to vacation leave. Regular full-time and regular part-time non-exempt employees who have no accrued vacation leave available will not be paid for the time missed.

The Department Director / immediate supervisor is responsible for seeing that City services are staffed while City offices are open for business during inclement weather or emergency conditions. Any City service that cannot be provided during inclement weather or other emergency conditions must be immediately reported to the City Manager's Office.

When weather or other conditions are such that the City Manager declares certain City offices / departments officially closed, all affected personnel, (i.e., those non-essential employees who were scheduled to work during the time of closure), will be granted "administrative leave" with pay, at the discretion of the City Manager, for the time the office / department is closed.

Essential personnel must report to work even when other City departments are officially closed due to weather or other types of extraordinary circumstances. Essential personnel required to be on the job regardless of adverse weather or other conditions are designated by the Department Director and/or the City Manager. Essential personnel who fail to report to work may be subject to disciplinary action up to and including termination. Employees are required to sign an acknowledgement form that they have received notice of their designation of essential or non-essential status and requirement to work during inclement weather at time of employment.

SECTION 9: VOTING LEAVE

Employees are encouraged to exercise the right to vote in elections. If the polls are not open on election day for voting for two (2) consecutive hours outside of the employee's working hours, employees shall be granted sufficient leave with pay during working hours, when necessary, in order to vote in an official election.

Upon two (2) days' notice to the supervisor, employees will be granted time off to attend a precinct convention or a county, district, or state convention to which the employee is a delegate. Time may be charged to vacation or leave without pay for the time missed.

SECTION 10: JURY SERVICE

The City provides paid leave to regular full-time and regular part-time employees required to serve on jury

duty or requested to testify as a witness by the City in a City-related civil, criminal, legislative, or administrative proceeding. Court appearances for testimony, investigation, and court preparation as a result of official duties as a City employee (e.g., police, fire, inspections, animal control, etc.) are compensated as actual hours worked and are not classified as paid leave. In all other cases, employees are required to schedule accrued vacation leave; otherwise, a nonexempt employee's time off to testify will be considered a leave without pay (i.e., employees who receive a subpoena to appear in court on matter that is unrelated to City business).

The employee must provide documentation of the requirement for jury duty, subpoena compliance, etc., with the leave request. Employees must submit an "Absent From Work Form" along with supporting documentation to their supervisor as soon as possible so that arrangements can be made to accommodate the absence.

An employee who is on jury duty typically must report to work for the remainder of the day upon completion of court or jury service in accordance with departmental instructions, or request approval for use of other available paid time off. Any payment for jury duty received by the employee may be retained by the employee.

Jury duty leave is paid at the employee's base rate at the time of leave and does not include overtime or any other special forms of compensation.

The City is prohibited from threatening, intimidating, coercing, or discharging any permanent employee based upon their jury service.

SECTION 11: ADMINISTRATIVE LEAVE

The City may grant administrative leave with or without pay to an employee, at the discretion of the City Manager (or designee), when no other paid leave category is available or applicable.

Department Directors in consultation with the Director of Human Resources may designate administrative leave with pay only pending a disciplinary decision or drug / alcohol screening results, or during an internal investigation.

Written notice of administrative leave shall be provided to the employee and a copy forwarded to the Director of Human Resources for proper payroll processing.

SECTION 12: LEAVE WITHOUT PAY

In circumstances not falling within other provisions of these rules, the City Manager may authorize an employee to take leave, without pay, for situations deemed appropriate by the City Manager. When approved by the City Manager, an employee taking leave without pay shall not lose or gain seniority and all applicable employee benefits will remain in effect during the approved period of authorized leave without pay.

An employee may be granted a maximum of one (1) day leave, without pay, per calendar quarter for personal business. Requests for personal leave should be submitted to the City Manager two (2) days in advance of the requested leave.

SECTION 13: ABSENCE WITHOUT LEAVE

An employee failing to report to work or remain at work as scheduled without proper notification to the employee's immediate supervisor and/or without obtaining authorization or excuse has committed a serious violation of the City's personnel policies and shall not be paid for the time involved. Absence without leave constitutes abandonment of duties and will subject the employee to disciplinary action up to and including termination. If an employee is dismissed for being absent without leave, that employee shall not be considered to be in "good standing" at the time of termination of employment with the City.

SECTION 14: TEMPORARY DISABILITY

Accrued sick leave or vacation leave may be used for any temporary disability including maternity purposes prior to delivery and for a reasonable time following as may be determined necessary by an employee's physician. For maternity purposes, at least ten (10) days' notice of leave is required, and the request for such leave shall include a statement of the employee's intentions concerning resumption of work, except in emergencies.

A medical statement of an employee's "fitness to return to duty" shall be required for all employees desiring to return to work after leave caused by a temporary disability, injury or extended illness. In all cases, statutory and legal requirements will control such matters.

SECTION 15: WORKERS COMPENSATION

An employee injured in the line of duty may receive worker's compensation and injury wage continuation benefits under the terms and conditions prescribed in any applicable programs or policies.

A. Eligibility for Workers' Compensation

Workers' compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring during the course and scope of one's employment. It is not designed to cover ordinary diseases of life. All employees and volunteers of the City are covered by workers' compensation insurance.

An employee injured on the job may be eligible for workers' compensation benefits, which may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, to include possible partial salary continuation.

Injuries not directly related to or caused by a specific accident or incident that occurred in the performance of the employee's job duties for the City, injuries occurring while an employee or volunteer is working or volunteering for an employer or organization other than the City, and/or injuries occurring during self-employment, are not covered under the City's workers' compensation plan.

B. Accident and Injury Reporting Procedures

1) Medical Attention

When an employee is injured on the job, the City's first priority is to ensure that the employee gets timely medical attention. The employee must immediately report the circumstances of the accident and/or injury to the supervisor who will direct the employee to seek medical treatment, if necessary, from the Approved Doctor List (ADL), as provided by the Texas Department of Insurance and in compliance with the City's reporting requirements.

2) Reporting and Documentation

The employee's supervisor is responsible for notifying the Department Director and the Human Resources Department immediately upon being made aware of an employee's involvement in an accident or injury. This timely notification is critical.

The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred. The supervisor must submit the City's Accident Report, First Report of Injury or Illness, and any other related information to the Human Resources Department no later than the next business day after the injury was reported or no later than 9 a.m. on Monday for injuries occurring over the weekend.

If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise the Human Resources Department of these circumstances. The decision of whether or not an injury will be covered by workers' compensation will be made by the Texas Department of Insurance and not by the City.

If the employee's treating physician recommends convalescence at home, the employee is required to contact the supervisor each day during the time away from work and to report to the Human Resources Department each Friday. For every doctor's office visit, the employee is required to obtain from their doctor a completed "Work Status Report", which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment. It is the employee's responsibility to ensure that a copy of the "Work Status Report" is forwarded to the Human Resources Department and to the supervisor. Failure to report to Human Resources as required may result in disciplinary action, up to and including termination.

C. Returning to Work

The employee is to return to work immediately after treatment unless the employee's physician provides documentation of the employee's inability to perform the essential duties of the job in either a regular or modified duty capacity. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. The City does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including

an assignment in another department.

All modified duty assignments must be approved by the Human Resources Director to ensure compliance with the City's policies, the physician's restrictions / release and with the Americans with Disabilities Act (ADA), the Americans with Disabilities Act as Amended (ADAAA), and other applicable laws.

D. Maximum Time Limits

Subject to other restrictions, limitations, and earlier terminations as applicable in particular circumstances, the City will hold open an employee's position, following an injury that occurred while performing official job duties or conducting City business, for a reasonable time period if holding the position does not result in undue hardship on the City. Twelve weeks of this period will be deemed leave under the Family and Medical Leave Act (FMLA), running concurrently with the employee's worker's compensation leave. The Director of Human Resources will engage in discussions of any reasonable accommodations that may assist the employee in performing the essential functions of the job. At the end of the reasonable period of time, should the employee still be unable for any reason to perform the essential duties of the job, with or without accommodation, the employee's position may be filled, and the employee may be considered for a vacant position for which the employee is qualified and released from the physician to perform. If no vacant position is available for which the employee is qualified, if not selected to fill the vacant position or if the employee declines to accept another position, employment with the City will be terminated.

SECTION 16: FAMILY and MEDICAL LEAVE ACT (FMLA)

A. Definitions

- 1) **12-Month Period:** A rolling 12-month period measured backward from the date the leave is taken.
- 2) **12-Month Service Member Period:** A single 12-month period measured forward from the first day Service Member Family Leave is taken.
- 3) **Child:** A biological, adopted or foster child, a stepchild, a legal ward; or a child of a person standing in loco parentis, who is standing in the place of a parent, who is either under the age of 18, or age 18 or older and requires active assistance or supervision to provide daily self-care. A biological or legal relationship is necessary. A more detailed definition is provided in the Family and Medical Leave Act which is available in the Human Resources Department.
- 4) **Health Care Provider:** A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or any other person determined by the Secretary of Labor to be capable of providing health care services. A more expansive definition is provided in the Family and Medical Leave Act of 1993 which is available in the Human Resource Department.
- 5) **Key Employee:** A salaried FMLA-eligible employee who is among the highest ten percent (10%) of all of the City's employees within 75 miles of the employee's worksite.
- 6) **Next of Kin:** The nearest blood relative of a Covered Service member.
- 7) **Parent:** A biological parent or an individual who stands or stood in the place of a parent to an employee when the employee was a child. This term does not include parents-in-law.
- 8) **Serious Health Condition:** An illness, injury, impairment, or physical or mental condition that involves:

- a) Any period of incapacity or treatment that results in inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
 - b) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
 - c) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or 4) for prenatal care. Voluntary or cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required. Restorative dental surgeries after an accident or removal of cancerous growths are serious health conditions provided all the other conditions of this regulation are met.
- 9) **Spouse:** A husband, wife or domestic partner as defined or recognized under state or federal law for purposes of marriage, including common law marriage.

B. Policy

An employee may be eligible to take up to twelve (12) weeks of unpaid family and medical leave during a rolling twelve (12) month period. An eligible employee is one who has been employed with the City for at least twelve (12) months, and who has worked at least 1,250 hours during the twelve (12) months preceding the first date leave is to be taken. Leave can be taken for any of the following reasons: birth of a child, placement with the employee of a child for adoption or foster care; when the employee is needed to care for a child, spouse, domestic partner, or parent who has a serious health condition; or when the employee is unable to perform the essential functions of the position because of the employee's own serious health condition.

Generally, except for those employees designated as "key employees," employees will be returned to the same or an equivalent position upon their return from FMLA leave. The City complies with all provisions of FMLA in its employment practices and makes available detailed explanations and instructions of FMLA benefits and procedures to all employees who fall within its provisions, should such circumstances arise.

C. Conditions

All eligible employees shall be granted family or medical leave consisting of unpaid leave, and when requested and appropriate, accrued sick and/or vacation leave, for a combined total of up to twelve (12) weeks during the FMLA leave year for the following reasons:

- 1) Family Leave: Any family leave must be taken within twelve months from the date of the birth or placement of a child for adoption or foster care.
 - a) The birth of the employee's child and in order to care for the child;
 - b) The placement of a child with the employee for adoption or foster care.

2) Medical Care

- a) To care for a husband, wife, domestic partner, child, or parent who has a serious health condition;
- b) The employee is unable to perform the essential functions of their position due to the employee's own serious health condition;
- c) Any other circumstance provided by the FMLA.

D. Procedures

1) Twelve Month Period

The twelve (12) month period for counting family and medical leave is a "rolling" twelve (12) month period measured backward from the date an employee requests or is placed on FMLA leave. Each time an employee takes FMLA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months, or 26 weeks provided in certain circumstances.

Employees are eligible to take medical leave intermittently or on a reduced leave schedule only when medically necessary. Employees are not entitled to take family leave intermittently or on a reduced leave schedule unless approved by their Department Director.

2) Employee Request for Leave

An employee must give at least thirty (30) days' advance notice in writing for the need to take foreseeable family or medical leave for planned medical treatment, unless the need is unforeseeable, in which case, as much notice as is practicable should be given. The request must state the reason for the leave, the anticipated duration of the leave, and the starting and ending dates of the leave. When it is not practicable under the circumstances to provide thirty (30) days advance notice, the employee must give notice to the Human Resources Department as soon as possible but no later than two (2) business days after the employee learns of the need for the FMLA leave.

3) Department Notification

Each department supervisor is responsible for notifying the Human Resource Department immediately when an employee is away from work for a family and medical leave qualifying event (if family and medical leave has not been approved), even if the employee is utilizing paid vacation, sick or personal leave, or is out due to a work-related injury. An employee using sick leave should be reported to the Human Resources Department if it is anticipated that the duration of the illness will be three (3) or more days, or two (2) or more shifts for Fire Department employees, or once the employee exceeds three (3) days, or two (2) or more shifts for Fire employees of sick leave use.

4) Human Resources Responsibility

Human Resources is responsible for central administration of all requests for family and medical leave. The Human Resources Department reserves the right to automatically place an employee on

family and medical leave if it is determined that a qualifying event has occurred. The Human Resources Department may retroactively designate the beginning date of FMLA to the beginning date of the employee's absence for the qualifying event.

5) Approval

An employee shall submit a request for family and medical leave through proper channels to the Department Director who will then forward it to the Human Resources Department for approval. Confidential medical information that accompanies the application can be submitted directly to the Human Resources Department.

6) Substitution of Paid Leave

An employee utilizing this policy for the placement of a child for adoption or foster care with the employee shall be required to exhaust all accrued vacation and any other applicable paid leave prior to going on unpaid leave. An employee utilizing this policy for the serious illness of a child, spouse or parent must exhaust all accrued personal leave, vacation leave and any other applicable paid leave prior to going on unpaid leave. If an employee gives birth to a child, sick leave can be utilized until the employee receives a release from the doctor. After being released, the employee may use additional sick leave if permitted in accordance with the sick leave policy. Once all applicable sick leave has been used, the employee shall be required to exhaust all accrued vacation, compensatory time, holiday leave and any other accrued paid leave, prior to going on unpaid leave. An employee utilizing this policy for the employee's own serious health condition shall exhaust all accrued sick leave, vacation leave and personal leave prior to going on unpaid leave. If an employee is off work due to a work-related injury and the employee qualifies for family and medical leave, it will run concurrently with any paid leave. ***The City reserves the right to count any paid leave that qualifies for family and medical leave toward the twelve (12) or twenty-six (26) weeks allowed under this policy.***

If medical leave is requested, the employee may use accrued sick leave. After an employee's accrued sick leave has been exhausted, vacation leave may be used as sick leave upon request of the employee. If family leave is requested, the employee may use accrued vacation leave. For the birth of the employee's child and in order to care for the child, the employee may use accrued sick leave.

In the event that the appropriate paid leave is exhausted, the remainder of the family or medical leave period will consist of unpaid leave. Family and Medical leave will run concurrently to accrued sick leave and/or vacation, personal or other leave used for FMLA leave purposes.

7) Maximum Time Allowed

The maximum amount of family and medical leave available is twelve (12) weeks during a twelve (12) month period even if there is more than one family and medical leave qualifying event. The only exception to the twelve (12) week maximum is the leave to provide care of an injured service member, described below, which allows for an extended FMLA leave of 26 weeks.

8) Medical Certification

The Human Resources Department may require satisfactory proof of the proper use of medical leave and may disallow the applicability of medical leave in the absence of such proof.

The City requires medical certification from a health care provider to support a claim for leave to care for a seriously ill child, spouse, or parent, or for the employee's own serious health condition. Medical certifications must be returned to the Human Resources Department within fifteen (15) working days. Recertification may also be required every 30 days. An employee will be notified if recertification is required. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. For the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of the position, and expected duration. The City does not seek and should not be provided genetic information. If an employee or applicant's genetic information is inadvertently received by the City; the City will return it to the health care provider and not use genetic information for any employment decision or action.

Employees on an extended FMLA leave must check in every two (2) weeks by phone or email with the Human Resources Department or supervisor. If a question arises whether an employee on FMLA is utilizing FMLA for reason(s) other than an FMLA-approved illness or injury, the City may take steps to verify the proper use of FMLA leave, including home checks.

Upon returning to work after leave for the employee's own illness, an employee is required to provide certification to the supervisor that the employee is able to return to regular duties. If the validity of a certification is questioned, the City may require that a second opinion be obtained. If the first and second opinions differ, the City may require a third opinion be obtained. The employee and the City must agree upon a health care provider for the third opinion and this opinion shall be binding on both parties. The City shall bear the expense of second and third opinions.

9) Return to Work

When an employee returns to work after family and medical leave, the employee shall be restored to the same position or to an equivalent position involving the same or substantially similar duties and responsibilities. An employee will be restored to the same worksite or to a geographically proximate worksite. The employee is also entitled to return to the same shift or an equivalent schedule.

Other than key employees under certain circumstances, employees eligible for family and medical leave will generally be returned to their old position or to a position with equal pay, benefits, and other terms and conditions of employment. However, the City cannot guarantee that employees will be returned to their original jobs in all cases. The City will determine whether a position is an equivalent position.

This policy does not entitle any employee to any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken leave. For example, if during an employee's approved leave, the employee is terminated for reasons unconnected with a legitimate leave, or the employee's position is eliminated through a

reduction in force, the commitment to return the employee to a position with the City will cease at the time the employee is terminated or the position is eliminated. An employee on medical leave for five (5) consecutive working days or more for the employee's serious health condition, must provide a "Return-to-Work" release from the employee's health care provider before the employee will be permitted to return to work. The "Return-to-Work" release must state that the employee is able to resume work and must specifically reference that employee's job description and specific duties.

The City reserves the right to consult with the employee's health care provider for clarification on "Return to Work" releases or other FMLA documentation provided by the employee. An employee's failure and/or refusal to provide the necessary FMLA documentation and the periodic written updates as to the employee's FMLA status, as required by the FMLA and the City's policies, shall subject the employee to possible cancellation of the leave, and other disciplinary action up to and including termination.

10) Failure to Return to Work

Employees who do not return to work after using all family or medical leave will be subject to disciplinary action up to and including termination unless additional leave has been requested, in writing, and approved by the City in accordance with the City's policies. Employees should submit a written request for an extension of leave to the Department Director. This written request should be made as soon as the employee knows that they will not be able to return to work on the originally declared return date.

An employee who fails to return to work after the expiration of the leave will be required to reimburse the City for the City's portion of health premiums paid during the leave, unless the reason the employee fails to return is a serious health condition which prevents the employee from performing the employee's job, or if the circumstances are beyond the employee's control or ability to reasonably remedy.

11) Effect on Married Couples

If a City employee is married to another City employee and either or both employees request family and medical leave for the birth or placement of a child with the employee for adoption or foster care, the total time allowed shall be limited to no more than twelve (12) weeks combined during any rolling twelve (12) month period. For other qualifying family and medical leave events, each employee is entitled to leave as long as the total amount of leave taken during any twelve (12) month period does not exceed twelve (12) weeks or twenty-six (26) weeks, if applicable for one employee.

12) Continuation of Insurance Benefits

While utilizing unpaid family and medical leave, an employee's insurance benefits will continue without interruption as long as the employee pays their portion of the insurance premiums. Insurance premiums can be deducted from the paycheck before the leave begins, or during the leave, if the employee continues to receive pay (pre-tax), paid monthly or bi-weekly.

13) Intermittent Leave

When medically necessary, an employee may take family and medical leave on an intermittent basis or work a reduced schedule. Arrangements should be made with the employee's immediate supervisor so that the operations of the department are not unduly disrupted. An employee taking intermittent leave or leave on a reduced schedule may be temporarily assigned to an alternative position with equivalent pay and benefits if it better accommodates the needs of the department.

Employees are not entitled to take family leave intermittently or on a reduced leave schedule unless approved by their Department Director and the Director of Human Resources.

14) Holidays

Holidays will be paid in accordance with the Holidays policy. City holidays will be counted as part of the twelve (12) or twenty-six (26) weeks of family and medical leave, whether the employee is on paid or unpaid leave.

15) Texas Municipal Retirement System (TMRS)

Employee contributions to TMRS may be made on a voluntary basis through a special arrangement with the City while an employee is in a leave without pay status. It is the employee's responsibility to initiate such an arrangement by timely contacting the City's Director of Human Resources and completing the necessary paperwork.

16) Recordkeeping

Family medical leave time will be tracked on an hourly basis for payroll and compliance purposes. To determine entitlement for employees who work variable hours, the minimum hours required for eligibility is calculated on a pro rata or proportional basis by averaging the weekly hours worked during the twelve (12) weeks prior to the start of family and medical leave.

17) Exempt Employees

Paid leave accounts may be charged for less than one (1) full workday according to department policy and the salary of an exempt employee may be docked for absences of less than one (1) full workday. Salaried executive, administrative, professional, and other employees of the City who meet the Fair Labor Standards Act (FLSA) criteria for exemption from overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave.

18) Military Family Leave Entitlement

- a) **Military Exigency Leave:** Employees who are otherwise eligible for FMLA and have a spouse, child, or parent on covered active duty (deployed to a foreign country) or called to covered active duty status in the National Guard or Reserves (deployment to a foreign country or in support of a contingency operation) may use their 12-week unpaid, job protected leave to address certain qualifying exigencies including eligible: short-notice deployments; attendance at military events and related activities; childcare and school activities; addressing financial and legal

arrangements; attending counseling sessions; attending post-deployment activities; up to 15 days of rest and recuperation; and parental care.

- b) **Military Caregiver Leave:** Employees who are the spouse, parent, child or next of kin of a service member who incurred a serious injury or illness while on active duty in the Armed Forces and is undergoing medical treatment, recuperation, or therapy, may take up to 26 weeks of leave to care for the injured service member in a single 12-month period. The covered service member must be a current member or eligible veteran of the Armed Forces (including a member of the National Guard or Reserves) with a serious injury or illness incurred in, or aggravated by, service in the line of duty on active duty that may render the service member medically unfit to perform their duties.

SECTION 17: MODIFIED WORK DUTY PROGRAM

The City's Modified Work Duty Program will apply to non-introductory employees who sustain an injury or an illness at work or elsewhere which prevents them from temporarily performing their normal work duties but nonetheless leaves them with some work capacity. Modified Work Duty is considered to be a rehabilitative tool in assisting an employee in regaining or maintaining the employee's work tolerance and is used to provide an injured worker a feeling of self-worth and to help prevent post-injury or illness related emotional problems. It is the intent and policy of the City to apply the Modified Work Duty Program equally to all non-introductory City employees.

The Modified Work Duty Program is established for non-introductory City employees who are temporarily unable to perform their regular assigned work duties, as a result of a work or non-work-related disabling injury or illness subject to the guidelines below. An injured employee who is certified by their health care provider, in writing, to be eligible for participation in the City's Modified Work Duty program may be allowed to participate in Modified Work Duty that is consistent with the employee's physical abilities and limitations, as indicated by the treating physician during the employee's recovery period. The maximum time that a City employee may be permitted to participate in Modified Work Duty for any specific illness, injury or re-injury is three (3) months in any fifteen (15) month period. However, after an evaluation of all factors, including consultation with the Director of Human Resources and the employee's Department Director, in extraordinary circumstances the City Manager may, in their sole discretion, permit a limited extension of the time periods stated herein.

A. Guidelines

If an employee is approved by the Department Director and the City's Human Resources Department for Modified Work Duty, the employee's treating physician shall be required to describe, in writing, a suitable work or task assignments appropriate to the physical and mental capabilities of the employee.

When possible, approved temporary Modified Work Duty assignments that are suited to the physical limitations of the employee, as determined by the treating physician, shall be located in the employee's regular work unit or department, and shall be managed by the employee's regular Department Director (which under certain circumstances may also be referred to herein as the "Loaning Department Director").

If no suitable temporary Modified Work Duty assignment is available within the employee's regular

department, the Director of Human Resources will evaluate and report to the City Manager to coordinate the potential options for arranging alternative employment in the City and to determine if, after consideration of all factors, including potential effects on the Loaning Department, there is an available task within the City which can be safely and effectively performed by the employee in consideration of the restrictions involved. In the event the employee is provided a Modified Work Duty assignment in a different department than the one for which the employee was originally hired, the "Loaning Department Director" and the Director of Human Resources shall communicate regarding the progress of the employee and the time remaining on the Modified Work Duty assignment. Any temporary re-assignment of the employee on an interdepartmental basis shall be coordinated and approved by the City Manager and the Director of Human Resources. In the event of an interdepartmental Modified Work Duty assignment, the department to which the employee is regularly assigned shall continue to provide wages from its regularly budgeted salary account. However, the Department Director and the Human Resources Department shall periodically evaluate the potential drain on the Loaning Department's resources resulting from the "loan" of the employee.

Employees on Modified Work Duty shall not be scheduled for overtime, standby, or compensatory time. Prescribed medical treatments, doctor's visits, and physical therapy shall be given assignment consideration. Supervisors, (whether it is the Loaning Department Director or the Receiving Department Director), will be notified of any scheduling issues and will arrange work activities in such a manner as to encourage the rapid recovery of the employee.

Employees assigned to Modified Work Duty are responsible for maintaining acceptable performance standards and for compliance with all other procedures and policies outlined in this Handbook regarding work-related duties.

It is the responsibility of the Department Director who is assigned supervisory responsibility of an employee on Modified Work Duty, (i.e., the "Supervising Department Director", whether it is the Loaning Department Director or the Receiving Department Director), to:

- 1) Supervise the employee in a manner that encourages the employee's recovery.
- 2) Insure, to the extent possible, that the employee meets the performance standards of the assigned position regardless of whether the position is in the employee's regularly assigned department or a different department. The Supervising Department Director shall provide the Human Resources Director with weekly performance evaluations, as well as information on any relevant matters or changed conditions of the assignment.
- 3) Notify the City Manager and the Human Resources Department immediately if disciplinary action is indicated and assist in counseling an employee who fails to perform up to the standards of the position to which the employee was assigned.
- 4) If, after consultation with the employee, the Supervising Department Director, the Human Resources Director, and the City Manager, a determination is made that it is not feasible and/or in the best interest of the operations of the department to have the employee reassigned to temporary Modified Work Duty, the Supervising Department Director, with approval from the Human Resources Director and the City Manager, may terminate the employee's Modified Work Duty.

- 5) Upon release by the treating physician to work without restrictions, if the employee has been on Modified Work Duty for less than three (3) months during any fifteen (15) month period, the employee shall be returned to their regular work unit and position with the City.

B. Modified Work Duty assignments are temporary, discretionary, and must be explicitly approved by the Director of Human Resources and the City Manager, if applicable, in advance of any such assignment and will be discontinued if / when any one of the following occur:

- 1) The treating physician returns the employee to full duty with no restrictions.
- 2) The treating physician temporarily prohibits the employee from continuing with a Modified Work Duty assignment, for any reason.
- 3) There is no longer any available task within the City which can be performed by the employee given the employee's current restrictions and qualifications.
- 4) The treating physician indicates that the employee has reached maximum improvement and will not be able to return to the employee's prior position, resulting in reassignment to another position or release from employment with the City.
- 5) An employee has been on Modified Work Duty for a period of three (3) months during any fifteen (15) month period, which is the maximum time allowed for an employee to remain on Modified Work Duty.

C. Procedure

The injured employee and the Director of Human Resources shall inform the treating physician of the City's policy regarding Modified Work Duty for all injured City employees.

The injured employee and the Human Resources Department shall give the treating physician the City of Bastrop's "Return to Work Evaluation Form" with the employee's job description which includes the physical demands of the employee's temporary job. In addition, the employee shall be responsible for obtaining from the Human Resources Department the appropriate forms to be completed by the treating physician – on each visit during the recovery process – and then providing same to the Director of Human Resources so that the City may continue to monitor the physical condition of the employee while on Modified Work Duty.

If the treating physician agrees to Modified Work Duty, the employee shall meet with the employee's current Department Director, who will coordinate a meeting with the Director of Human Resources and the proposed Receiving Department Director (either in person or by written communication) to discuss the appropriateness of a Modified Work Duty Program, and activities and a schedule consistent with the medical release and restrictions involved.

The City may require an employee to obtain a second opinion by a health care provider designated or approved by the City at the City's expense before approving a Modified Work Duty Program. A health care provider designated or approved by the City may not be employed by the City.

Adjustments to the employee's temporary work schedule and Modified Work Program duties will be made as dictated by common sense and the circumstances of each Loaning Department Director, Receiving Department Director, if applicable, the Human Resources Director and the employee.

When applicable, the Loaning Department Director and the Receiving Department Director will meet with the Human Resources Director to confirm that the injured employee has been assigned to a Modified Work Duty Program, and to confirm the details of such assignment. In all such cases, within twenty-four (24) hours of the assignment, the "Return-to-Work Evaluation Form" shall be completed by the attending health care provider and employee confirming the start and end dates of the Modified Work Duty assignment. Once the attending physician completes the "Return-to-Work Evaluation Form", it shall be provided to the Human Resources Department for review, and then, upon approval by the Director of Human Resources, forward to the Department Director for execution.

The employee's time sheet shall be maintained by the specific department to which the employee was assigned for Modified Work Duty.

CHAPTER 9: EMPLOYEE CONDUCT and WORK RULES

SECTION 1: INTRODUCTION

To ensure orderly and productive operations and provide the best possible work environment, the City requires employees to follow rules of conduct that will protect the interests and safety of the City, its citizens, and employees.

SECTION 2: WORK STANDARDS

It shall be the duty of each employee to maintain high standards of cooperation, efficiency, and economy in their work for the City. Employees are expected at all times to conduct themselves in a positive and courteous manner in order to promote the best interest of the City. Department Directors shall organize and direct the work of their departments to achieve these objectives. If work habits, attitude, production, and/or personal conduct of an employee become a problem, supervisors or Department Directors should point out the deficiencies at the time they are observed and take appropriate disciplinary action, when appropriate. Verbal counseling and informal warnings to the employee about minor deviations from City work standards are generally intended to provide sufficient time for improvement, prior to more formal disciplinary action by a supervisor or Department Director, but nothing herein shall prevent immediate formal disciplinary action, pursuant to the City's policies, whenever an employee's work standard is found to be deficient, and the interest of the City requires such action.

Appropriate employee conduct includes:

- A. Treating all customers, visitors, and coworkers respectfully and courteously.
- B. Refraining from behavior or conduct that is offensive, unproductive, or undesirable and not in the City's best interest.
- C. Reporting to management unethical or illegal conduct by others, including coworkers, suppliers, or customers.
- D. Reporting to management any threatening or potentially violent behavior by coworkers.
- E. Cooperating with City investigations.
- F. Complying with all City safety and security policies.
- G. Wearing or using clothing and protective equipment as per City rules and policies.
- H. Reporting to work punctually and as scheduled.
- I. Performing assigned tasks efficiently and in accord with City's quality standards.
- J. Giving proper notice whenever unable to work or report on time.
- K. Maintaining cleanliness and order in personal appearance, the workplace and work areas.

SECTION 3: POLITICAL ACTIVITIES

City employees will not be appointed or retained on the basis of their political support or activities. City employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. No City employee is prohibited from becoming a candidate for public office. However, except as may be otherwise provided by law, City employees may not:

- A. During the time that the employee is officially on duty or making a public appearance in an official capacity as a City employee, publicly endorse or campaign in any manner for or against any person seeking a City public office or public office in any jurisdiction. Private acts of support, such as liking a political page from another person's personal social media page or displaying a campaign sign are usually permissible political activities under the First Amendment. When not on duty and not in a uniform of the City, an employee may engage in political activity with respect to governments and entities other than the City.
- B. Use the employee's position or office to coerce political support from employees or citizens.
- C. Use the employee's position or office to solicit campaign contributions for a candidate.
- D. Use the employee's official authority or influence to interfere with or affect the result of a campaign issue, an election or nomination for public office.
- E. Make, solicit, or receive any contribution to the campaign funds of any candidate, directly or indirectly through an organization or association, for the City Council or take any part in the management, affairs, or political campaign of any such candidate; provided nothing herein shall infringe upon the rights of employees to seek office, express their opinions, and to cast their vote. If a City employee is elected to office, the City may terminate the employee.
- F. Use working hours or City property to be in any way concerned with soliciting or receiving any subscription, contribution, or political service to circulate petitions or campaign cards / literature on behalf of an election issue or candidate for public office in any jurisdiction.
- G. Contribute money, labor, time, or other valuable thing(s) to any person for City election purposes, except as permitted by law.
- H. Hold an appointive or elective office of public trust, partisan office in any jurisdiction, or any other office where service would constitute a direct conflict of interest with City employment (e.g., City of Smithville City Council, Bastrop ISD, Bastrop County), with or without remuneration. Upon being elected to such an office, an employee must immediately resign or will be dismissed upon failure to do so.

SECTION 4: SOLICITATIONS and ACCEPTANCE OF GIFTS PROHIBITED

- A. Solicitation of funds or anything of value for any purpose whatsoever shall not be permitted of, or by, City employees while on the job. No employee may be required to make any contribution, nor may an employee be penalized or rewarded in any way in connection with their employment according to the employee's response to a solicitation.
- B. No employee shall accept or solicit any property, service, gift, or other thing of value in excess of \$50.00 from a person, business entity or other organization regulated by, contracting with, or having any other business relationship with the City department of which the employee is a member.
- C. If a person presents a gift to a City employee as a reward for service or as an act of expressing appreciation, the employee shall report the gift in writing to their supervisor, the Human Resources Department, and the City Manager.
- D. No employee shall accept or solicit any property, service, or other thing of value in excess of \$50.00 for the benefit of the City, or any employee, or department of the City, unless approved in advance by the City Council.
- E. No employee shall personally accept or solicit cash or a negotiable instrument regardless of the amount.
- F. Violations of this policy may result in disciplinary action. Employees should direct questions regarding the prohibitions imposed by this policy to your Department Director, the Director of Human Resources, or the City Manager's office.

SECTION 5: OUTSIDE EMPLOYMENT

An employee shall not engage in outside employment, including self-employment, where such employment would constitute a conflict of interest or would adversely affect the employee's performance of their work responsibilities with the City. All outside employment must be reported to and approved by the Department Director and City Manager in writing, prior to beginning same. Failure to seek and obtain prior approval for outside employment shall be grounds for disciplinary action, up to and including termination.

A. Outside Jobs Coordinated Through Police Department

Police officers authorized to work part-time jobs coordinated by and through the City's Police Department must perform the outside employment in accordance with applicable Police Department procedures.

B. Prohibited Activities

Employees will not be permitted to engage in outside employment (including self-employment) or other activities that might discredit the City, result in a conflict of interest or a potential conflict of interest, or adversely affect the employee's job performance.

C. Workers' Compensation Coverage

Employees are not covered by the City's workers' compensation insurance while working for another employer.

D. Outside Employment While on Leave Prohibited

Approval for outside employment as set out in this policy does not authorize an employee on Family Medical Leave, sick leave, disability leave, workers' compensation leave, administrative leave, an unpaid leave of absence, or on restricted or light duty to engage in any outside employment. Any exceptions must be expressly authorized in writing by the Department Director and the Human Resources Department, or if applicable, by the City Manager.

SECTION 6: SEXUAL and OTHER UNLAWFUL HARASSMENT POLICY

All City employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. This means that each employee must be respectful of others and act professionally. Harassment is prohibited both during work hours and at any work-sponsored social function or other event. Online harassment, including but not limited to harassment via social media, is strictly prohibited. City employees are also prohibited from engaging in unlawful harassment of other employees, citizens, vendors, and all other third parties.

To assure that the City of Bastrop maintains a workplace free of sexual harassment and intimidation, the following shall be the official policy of the City:

A. Sexual Harassment

All types of sexual harassment are prohibited, including harassment based upon pregnancy, sexual orientation, and transgender status. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, such as conditioning a raise in salary on the submission to sexual advances; or
- 2) Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, such as requiring a potential new hire to go out with a supervisor prior to extending a job offer; or
- 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, such as continuous sexually explicit comments directed at an employee.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Sexual harassment does not require sexual attraction or interest. This policy prohibits sexual advances and requests for sexual favors, sexual jokes and innuendos; comments about bodies, sexual desirability or lack of desirability, sexual prowess, sexual preferences, sexual experiences or sexual deficiencies; leering, whistling, or touching; verbal abuse of a sexual nature, including insulting or obscene comments or gestures; gender stereotypes about women or men; display in the workplace of sexually suggestive objects or pictures, including nudity and pornography; and all inappropriate conduct of a sexual nature, whether it be physical, verbal or visual conduct.

B. Other Prohibited Harassment

In addition to the City's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion toward someone because of race, religion, color, sex, sexual orientation, transgender status, pregnancy, national origin, age, disability, genetic information, veteran status, citizenship, or any other characteristic protected by law is also prohibited.

Prohibited conduct includes, but is not limited to, epithets, slurs and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures, that single out, denigrate, or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited.

Harassment includes not only written or verbal comments, but any action over email, text message, or social media posting. This policy prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to e-mail, cell phone or other electronic devices, social media, and/or the Internet, such as YouTube and Facebook. Harassment of any nature, when based on race, religion, color, sex, sexual orientation, transgender status, pregnancy, national origin, age or disability, pregnancy, genetic information, veteran status, citizenship, or any other characteristic protected by law is prohibited and will not be tolerated.

The City of Bastrop does not tolerate the harassment of any employee or non-employee by any other employee or non-employee, supervisor, manager, or Department Director for any reason. Additionally, harassment of a sexual nature is a violation of various State and Federal laws, which may subject the individual harasser to liability for any such unlawful conduct.

This policy applies to City employees, citizens, vendors, and other visitors to the workplace. Violators of this policy will be subject to immediate disciplinary action up to and including termination.

Non-employee violators of this policy will be subject to expulsion from a City of Bastrop facility when harassment occurs on City property. Furthermore, violators may be reported to the appropriate authority for civil or criminal action. Retaliation of any kind against employees who, in good faith, bring harassment complaints or assist in investigating complaints is strictly prohibited by the City.

Exercising rights under this policy shall not in any way effect an employee's right to seek relief through the Texas Commission on Human Rights, the Equal Opportunity Commission, or in a court of proper jurisdiction for any complaint for which a remedy is provided under State or Federal law.

It is the policy of the City of Bastrop to assure that the City maintains a workplace free of harassment, intimidation, and retaliation.

C. Mandatory Reporting

The City requires that employees report all perceived incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise becomes aware of possible harassment in the workplace, or who feels that harassment has occurred, or that they have been subjected to such conduct prohibited by this policy must report it immediately to the following regardless of the offender's identity or position:

- 1) Their immediate supervisor; or
- 2) the Department Director; or
- 3) the Director of Human Resources; or
- 4) the Assistant City Manager; or
- 5) the City Manager.

It is not necessary to file an informal complaint or formal grievance to complain of harassment. All complaints will be taken seriously by the City and will be handled as confidentially as possible.

Any supervisor, manager, or Department Director who becomes aware of possible conduct prohibited by this policy must immediately advise the Department Director and/or the Director of Human Resources. A formal Complaint Form is available from the Director of Human Resources.

Under this policy, an employee may report to and/or contact the Director of Human Resources directly, without regard to the employee's normal chain of command. Voice messages or e-mails may be left at any time. The following information must be provided:

[Name]
[Title]
[Work address]
[Telephone number]
[Cell phone]
[E-mail]

D. Procedure

The following steps will be taken when a sexual or other prohibited harassment complaint is reported:

- 1) The complaint will be handled by the appropriate Department Director or supervisor, Human Resources Director, Assistant City Manager, or by the City Manager. Interviews will be conducted with the complainant and the alleged harasser. Written statements may be requested. If the Department Director or supervisor is not a suitable avenue for addressing their complaint, employees are advised to contact the Human Resources Department directly.
- 2) The Department Director will forward their findings to the Human Resources Department, the Assistant City Manager, and the City Manager with a recommendation regarding actions to be taken. After reviewing the report, the City Manager will determine if further investigation is needed.
- 3) If it is determined that an investigation is not necessary, the Department Director's report, all documentation, and the City Manager's recommendation will be kept on file by the Human Resources Department.

E. Investigation

All reports of prohibited conduct will be investigated promptly and in as confidential a manner as possible. All employees are required to cooperate with the investigation and to maintain confidentiality.

- 1) If an investigation is deemed appropriate, the City Manager, City Attorney and the Human Resources Department will conduct a thorough investigation of all allegations, which may include individual interviews with parties involved and, where necessary, with City employees, other individuals, or customers, as appropriate, who may have other relevant knowledge, to obtain corroboration.
- 2) When all information relating to the complainant's allegations has been reviewed and corroborated to the extent possible, the alleged harasser will be interviewed by the City Manager, City Attorney, and the Human Resources Director. The alleged harasser will be cautioned that any attempts to retaliate against or influence the testimony of the complainant or witnesses will result in the alleged harasser's immediate termination, whether or not the underlying complaint is found to be valid.
- 3) After a thorough investigation of the allegations regarding harassment have been conducted, the City Manager will review all findings to determine, based upon the information available, the validity of the complaint.
- 4) The City Manager will determine what disciplinary action, if any, is warranted by the results of the investigation. The City Manager may consult with the City Attorney or any other members of management before rendering a decision.
- 5) The responsible Department Director and the employees involved (i.e., the complainant and the alleged harasser) will be notified of the City Manager's decision.
- 6) If an employee feels that they are in immediate danger, they should dial 911 and inform their

supervisor immediately of the call. If the supervisor is the alleged harasser, the employee should immediately inform the Human Resources Department of the call to 911.

- 7) Interviews, allegations, statements, and identities will remain confidential to the extent possible and allowed by law.
- 8) No information concerning the complaint, or any investigation will be filed in the regular personnel files of the involved employees.

F. Retaliation Prohibited

Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

G. Responsive Action

Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including termination will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were untruthful, fabricated or exaggerated or when employees are untruthful during an investigation.

CHAPTER 10: DISCIPLINE, APPEALS, and GRIEVANCES

SECTION 1: POLICY

To ensure orderly and productive operations and provide the best possible work environment, the City of Bastrop requires employees to follow rules of conduct that will protect the interests and safety of the City, its citizens, and employees. Employees are expected to accept reasonable and appropriate work assignments willingly and to perform them in a satisfactory manner. Employees are also expected to comply with all rules, regulations, and policies pertaining to job performance standards and personal conduct on the job. If an employee fails to perform satisfactorily or if their personal conduct is unacceptable, appropriate disciplinary action will be taken.

The City of Bastrop will attempt to review and resolve all employee problems as promptly and equitably as possible and at the lowest possible organizational / supervisory level. All employees will be provided with a fair, expedient, objective, and consistent means of resolving work related problems.

A. Progressive Discipline

In certain instances, the City will use a progressive disciplinary system. The City is not obligated to use all of the progressive disciplinary steps available, and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance and prior disciplinary history, the employee's length of service, and any mitigating circumstances. At-will employment status is not affected by the use of the progressive discipline process. Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following:

- 1) verbal reprimand (documented in writing)
- 2) letter of counseling
- 3) written reprimand
- 4) probation
- 5) suspension (without pay)
- 6) demotion
- 7) last chance agreement
- 8) termination

B. Documentation

All forms of discipline must be documented and placed in the employee's personnel file. In the event an employee is to be discharged, the supervisor shall forward a copy of the documentation to the Director of Human Resources for review prior to taking the action, who shall forward a copy of the dismissal to the City Manager. The Supervisor will also make a recommendation concerning the possible rehiring of the person in the future.

C. Supervisory Responsibility

All employees with the responsibility and authority to supervise and direct employees under their control shall administer policies and procedures within their scope of authority; document their subordinates' job performance, conduct, and behavior as appropriate; properly conduct evaluations of subordinates in a timely manner; discipline their subordinates as required under their departmental and/or City policies and procedures as well as address performance appeals submitted to them as provided by policy in a professional manner, in an attempt to resolve such issues at the lowest possible supervisory level.

D. Review by Director of Human Resources

Any proposed disciplinary action in excess of an oral warning or letter of counseling must be reviewed by the Director of Human Resources prior to being given to the employee. This applies to both employees serving in the introductory period and regular employees that have completed the introductory period.

SECTION 2: GROUNDS FOR DISCIPLINARY ACTION

Disciplinary action will be imposed for violations of City or departmental policies and procedures, codes of conduct, rules and regulations, either written or verbal. In addition, acts which are not specifically addressed in policies and procedures, codes of conduct, and rules and regulations, yet may adversely affect the City or put the health and safety of fellow employees, citizens or other third parties, at risk, may also result in disciplinary action.

Commission of any of the following offenses or similarly serious offenses may result in disciplinary action by the City Manager or Department Director, up to and including termination:

- Illegal, unethical, abusive, or unsafe acts while on duty or personal time.
- Violation of any provision of the City Charter.
- Violation of City or departmental codes of conduct, rules, regulations, policies, or procedures.
- Insubordination or otherwise refusing management's instruction concerning a job-related matter, or other disrespectful or unprofessional conduct.
- Inefficiency, incompetence, or neglect of duty.
- Violation of safety or health rules, or failure to immediately report an on-the-job injury / accident to immediate supervisor.
- Participation in prohibited political activities.
- Unauthorized soliciting while on duty.
- Unauthorized use of public funds or property.
- Absence without leave including:
 - 1) Excessive or unscheduled absenteeism;
 - 2) Repeated tardiness in reporting for work or returning from lunch or breaks;
 - 3) Failure to notify a supervisor of sick leave, vacation, or military duties;
 - 4) Repeated early departure;
 - 5) Abandonment of duties.

- Breaks in excess of the allotted time.
- Violation of smoking policy.
- Endangering the safety of other persons through negligent or willful acts.
- Failure to conduct oneself in a courteous and proper manner while on duty.
- Conviction of official misconduct.
- Falsification or alteration of timekeeping or other records, or any other official document or record including employment application.
- Being at work under the influence of alcohol, illegal drugs, or controlled substances. (If any employee is using prescription drugs that may affect their performance on the job, the immediate supervisor shall be notified at the beginning of the workday.)
- Possessing, distributing, using, selling, or transferring alcohol, illegal drugs, or controlled substances in the workplace, while on duty, or while operating City-owned equipment.
- Conduct which results in damaging City, a co-worker's, or citizen-owned equipment, tools, machines, and/or property; and failure to report such cases.
- Conduct which results in waste of City or a co-worker's materials or supplies.
- Disruptive activity in the workplace including carelessness, recklessness, or engaging in horseplay.
- Engaging in a work stoppage.
- Violation of the City's policy regarding sexual or other unlawful harassment of any person. Complaints arising from this may be referred directly to the Human Resources Department and/or the City Manager.
- Retaliation against an employee who has filed a complaint.
- Immoral conduct or indecency.
- Abuse of illness, injury, disability, or other benefits.
- Unauthorized use or disclosure of official or confidential information.
- Unauthorized or improper use of official authority.
- Failure to properly document time and attendance records.
- Failure to work within the chain of command to resolve problems and grievances.
- Coercion, intimidation, engaging in or threatening acts of workplace violence, including but not limited to:
 - 1) Possessing weapons on City time, City premises, or while on City business (except for licensed peace officers required to carry a weapon as part of their job duties or employees with concealed handgun licenses with permitted weapon locked in their personal vehicle);
 - 2) Fighting, provoking, or instigating a fight, or assaulting co-workers, City officials, customers, or visitors;
 - 3) Threatening or intimidating a co-worker, City official, customer, or visitor.
- Theft or unauthorized removal, destroying, defacing, or misusing City property or other property not belonging to the employee.
- Misusing the City's communications systems, including electronic mail, computers, Internet access, telephones, and cell phones provided by the City.
- Failing to wear assigned safety equipment or failing to abide by safety rules and policies.
- Using profanity, abusive language, or slurs.
- Sleeping on the job without authorization (except for Fire Department personnel who are governed by applicable Fire Department Rules and Regulations).
- Gambling on City property.
- Interfering with work schedules or another employee's ability to work.

- Making or publishing false, vicious, or malicious statements about the City, or a City employee, City official, or citizen, or others.
- Unsatisfactory performance or conduct.
- Discourteous treatment of the public.
- Violation of local, state or federal law.
- Conviction of a felony, including reasonable belief employee has committed a crime under Texas Penal Code or Class A or B misdemeanor involving moral turpitude, or repeated conviction of Class C misdemeanor charges, or any crime.
- Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension.
- Outside employment that conflicts with, or potentially conflicts with, City interests.
- Acceptance of payment of any kind for activities related to City Employment.
- Failure or refusal to follow lawful orders.
- Dishonesty, including misrepresentation during the hiring process.
- An accumulation of minor infractions.

The foregoing offenses are by way of example only and are not intended to limit the City's right to discipline an employee. Employment with the City is on an at-will basis and may be terminated at any time, either by the employee or by the City, with or without cause.

SECTION 3: TYPES OF DISCIPLINARY ACTION

Formal disciplinary action shall be consistent with the nature of the deficiency or infraction involved and the prior performance record of the employee. Formal disciplinary actions include verbal reprimands, written reprimands, suspensions, reductions in pay, demotions, dismissals, restitution, counseling, or mandatory corrective education / training. Any of the foregoing types of formal disciplinary action may be invoked for a particular deficiency or infraction, depending upon the circumstances involved. Nothing herein shall prohibit an employee's supervisor or manager from also using informal disciplinary action, such as oral reprimands. Informal disciplinary actions shall be documented in the employee's official personnel file.

Supervisory personnel are encouraged to consider the following as normal disciplinary transitional steps, in situations requiring disciplinary action:

- A. Verbal Reprimands with records of each warning being noted in the employee's personnel file;
- B. Written Reprimands which the Department Director must in all cases cause to be transmitted through the City Manager and placed in the employee's personnel file;
- C. Suspension with or without Pay or Reduction in Pay;
- D. Demotion and/or Dismissal.

Nothing herein is intended to negate or otherwise interfere with the authority and responsibilities of a superior to take whatever level of disciplinary action they believe appropriate, based upon the relevant circumstances under review.

SECTION 4: VERBAL REPRIMAND

When an employee is not meeting the City's standards of conduct or performance, the employee's supervisor

should meet with the employee to discuss the matter. During the meeting, the supervisor should inform the employee of the nature of the problem and the action(s) that the employee must take to correct it. The supervisor should prepare a "Memorandum of Verbal Reprimand" for inclusion in the employee's personnel file indicating the date the meeting took place, stating the reason the verbal warning was given and the corrective action required. The Memorandum should be signed by both the supervisor and the employee, acknowledging the employee's receipt of a copy of the Memorandum. Refusal of the employee to sign the Verbal Reprimand should be noted on the disciplinary form by the employee's immediate supervisor. (Ex. "Employee refused to sign reprimand on ___ date" with the supervisor's signature beside the statement).

SECTION 5: WRITTEN REPRIMAND

In the interest of good discipline, an employee may be formally reprimanded in writing. A Written Reprimand shall describe the deficiency or infraction involved, state the corrective action required by the employee, and shall state the likely consequence of further unsatisfactory performance and/or conduct. The Written Reprimand should be signed by the employee stating that the employee was personally notified of the Written Reprimand. A copy of the Written Reprimand will be kept in the employee's personnel file. Refusal of the employee to sign the written reprimand should be noted on the disciplinary form by the employee's immediate supervisor. (Ex. "Employee refused to sign reprimand on ___ date" with the supervisor's signature beside the statement.)

SECTION 6: SUSPENSION

When necessary for disciplinary purposes, an employee may be suspended from employment with the City, either "with" or "without" pay. An employee may be suspended without pay for up to thirty (30) calendar days, in any one (1) calendar year. There is no limitation on the number of days an employee may be suspended with pay, for disciplinary purposes. A written "Notice of Suspension" must be given to the employee which describes the deficiency or infraction involved and which states the likely consequences of further unsatisfactory performance and/or conduct. The suspension shall be permanently noted in the employee's official personnel file. No vacation, sick leave, City holiday or other leave time may be used by an employee during a suspension.

When an employee is under investigation for a crime or official misconduct or is awaiting hearing or trial in a criminal matter, the employee may be suspended either with or without pay for the duration of the proceedings, when such suspension would be in the best interest of the City and the public. The Department Director shall notify the City Manager in writing regarding recommendation concerning the suspension of an employee in that Department. The City Manager's decision as to whether the suspension shall be "with" or "without pay" shall be final. If the investigation or proceedings clear the employee, the employee shall be eligible for reinstatement with full pay and benefits restored, if the suspension was "without pay."

A supervisor shall have the authority to temporarily relieve any employee from work for the balance of the working day if the employee, by continuing to work, would tend to interfere, disrupt, or impair the operation of the department. In such cases, the supervisor should immediately notify the City Manager, in writing, of any such temporary action taken and provide full details concerning same. The City Manager, after consulting with the supervisor, shall determine whether the suspension should be continued, and whether the suspension, if continued will be "with" or "without" pay.

SECTION 7: ADMINISTRATIVE LEAVE

During an investigation into alleged offenses or violations of City policies, the City may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay and may be charged to available accrued leave if authorized by the City Manager.

SECTION 8: DISCIPLINARY DEMOTION / PAY REDUCTION / DISMISSAL

In the interest of good discipline, an employee may be demoted. A notice of demotion must be given to the employee which describes the deficiency or infraction involved and which states the likely consequences of further unsatisfactory performances and/or conduct. The demotion shall be permanently noted in the personnel file, but the employee shall not be disqualified from consideration for later advancement.

In the interest of good discipline, an employee's pay may be reduced, as is determined by the City's management to be reasonably appropriate in light of the deficiency or infraction involved. A notice of reduction must be given to the employee which describes the deficiency or infraction involved and which states the likely consequences of further unsatisfactory performance and/or conduct. The reduction shall be permanently noted in the employee's personnel file, but the employee shall not be disqualified from consideration for later pay increases.

An employee may also be dismissed from the City in the interest of good discipline. A notice of dismissal must be given to the employee, which describes the deficiency or infraction involved. A copy of the notice shall be placed in the employee's personnel file. At the time of dismissal, the employee shall be notified, in writing, of the employee's rights to appeal the dismissal pursuant to these policies.

SECTION 9: APPEALS OF DISCIPLINARY ACTION

Disciplinary actions taken under this chapter may be appealed, in writing, to the City Manager, within five (5) working days after the employee receives actual or constructive notice of the disciplinary action issued. The disciplinary action taken by the supervisor may either be stayed, pending a final decision on the employee's appeal, or it may take effect at the time it is issued, as determined by the City Manager.

The City Manager, after conducting a thorough investigation of the facts and circumstances, shall have broad authority to approve, disapprove, modify, or rescind any disciplinary actions taken or proposed. The City Manager shall attempt to resolve the issue with expediency and will, when feasible, notify the employee of the status of the appeal within ten (10) calendar days of completing the investigation. The City Manager's decision shall be final.

Disciplinary actions for employees working directly under the City Manager, taken under this chapter may be appealed in writing in the form of a Request for Reconsideration submitted to the Director of Human Resources within five (5) working days after the employee receives actual or constructive notice of the disciplinary action issued. The disciplinary action taken by the City Manager may be stayed, or modified, or it shall take effect at the time it is issued, at the City Manager's sole discretion. The City Manager's determination on a Request for Reconsideration shall be final, and no further appeals are available.

A. Appeal Rights

Positions classified as Director level and above have no right of appeal for any type of disciplinary action, including termination. Employees serving in the introductory period have no right of appeal for disciplinary action taken against them.

SECTION 10: GRIEVANCE PROCEDURES

A. Grievance Definition

Employee complaints of inconsistent and/or unlawful treatment, interpretation and/or application of City or departmental policies, procedures, or practices; and retaliation.

B. General Policy

The purpose of the Grievance Procedure is to afford employees a systematic means of obtaining satisfactory resolution of concerns or problems as quickly and informally as possible.

C. Matters Subject to Grievance

Any alleged violation(s) of City rules, regulations, and/or established policies; any alleged improper treatment of an employee; or any decision affecting an employee's continued employment is considered to be a matter subject to review through the grievance procedure.

D. Matters Not Subject to Grievance

Matters which may not be addressed through the grievance process include, but are not limited to, compensation; work methods; equipment; hours of work; services provided; staffing levels and position classifications. A decision may be made at any step in the grievance process that the matter involved is not subject to grievance.

E. Procedure

Employees wishing to submit a complaint or grievance are encouraged to try to resolve them by first discussing them directly with their supervisors. The City recognizes however, that not all problems can be resolved in this manner, and employees may sometimes be reluctant to approach their supervisors. [e.g., When an employee's grievance involves the employee's direct supervisor, the employee may initiate the grievance process by taking the complaint directly to the member of the management team immediately above the supervisor at issue.]

After consideration of an employee's concern the supervisor / Department Director will take appropriate action utilizing the following guidelines:

Step One: An employee who has a problem is responsible for verbally reporting the problem (i.e., using an "informal grievance process") to the employee's immediate supervisor within five (5) working days of

the date the problem became known to the employee, seeking a resolution to the grievance. The supervisor must deliver a response, in writing, to the employee within ten (10) working days after receiving the informal grievance.

Step Two: If the grievance is not satisfactorily resolved using the above informal process, the employee shall submit the grievance, in writing, to the immediate supervisor within five (5) working days after receiving the written response to the prior informal decision from the immediate supervisor. Upon receipt of the written (i.e., “formal”) grievance, the supervisor must deliver a response, in writing, to the employee within ten (10) working days after receiving the formal grievance.

Step Three: If the formal grievance is not satisfactorily resolved at the second step, the employee may submit the grievance in writing to the Department Director within five (5) working days after the supervisor’s decision in Step Two is received. The Department Director shall deliver a written response to the employee within fifteen (15) working days after receiving the formal grievance.

Step Four: If the formal grievance is not satisfactorily resolved at the third step, the employee may submit the grievance in writing to the City Manager within five (5) working days after the Department Director’s decision in Step Three is received. The City Manager shall deliver a written response to the employee as soon as feasible and, unless circumstances prevent it, shall attempt to provide a written response within fifteen (15) working days after receiving the grievance. The City Manager’s response shall be final.

F. Miscellaneous Provisions:

- 1) **Time Limits:** Time limits specified above may be extended, based on the schedules of parties involved, or by mutual agreement of the employee and the reviewer concerned. The City Manager may refer the complaint / grievance for investigation to the Human Resources Department and the City Attorney prior to the City Manager’s consideration. When an investigation becomes necessary, the response time noted above may be extended without written prior notice, in order to assure that all employees’ due process rights are protected. Under such circumstances, the parties involved will be notified of the anticipated investigation and/or response times involved.
- 2) **No Reprisal:** Every employee is assured of freedom from reprisal for using the Grievance Procedure.
- 3) **Dismissal of Grievance:** Failure to comply with the proper Grievance Procedure as specified in this rule may be cause for immediate dismissal of the grievance.

The employee should always keep in mind the responsibility of the City to its citizens and to the public. It is the responsibility of the employee to assist in discharging this responsibility by contributing to a good working relationship among employees in the City government. In order to minimize disruption of the operation of City government and damage to the reputation of the City among its citizens, the employee shall use this grievance procedure.

CHAPTER 11: NON-DISCIPLINARY SEPARATIONS

The City designates all employee separations as one of the following types:

SECTION 1: RESIGNATION

An employee may leave the City service in "good standing" by submitting their resignation to the employee's supervisor, in writing, at least ten (10) working days prior to their last day of work. The employee's supervisor is responsible for immediately notifying the Human Resources Department upon receipt of any notice of resignation. The Department Director may waive any portion of the notice period related to a non-disciplinary separation. An employee resigning without the required notice is ineligible for reinstatement or future employment with the City.

SECTION 2: RETIREMENT

Eligible employees may elect to retire from City service in accordance with applicable retirement programs. The employee must notify the Department Director, supervisor, and the Director of Human Resources, in writing at least thirty (30) days prior to the date of retirement. The Texas Municipal Retirement System (TMRS) Application for Retirement must be in the TMRS office no later than the day of intended retirement date to lock in the in-service-date.

A. Retiree Health Coverage

An employee who retires from City employment and who is entitled to receive retirement benefits from TMRS, is entitled to purchase continued health benefits coverage for the retiree and eligible dependents unless the person is eligible for group health benefits coverage through another employer. To receive continued coverage under the plan, the employee must so inform the Director of Human Resources on or before the date of retirement. If the employee elects to continue coverage for the retiree and/or any eligible dependents and later elects to discontinue such coverage, the retiree and/or dependent is no longer eligible for coverage. An employee can elect retiree coverage only if covered under the plan at the time of retirement. Similarly, a retiree may elect to cover only those eligible dependents who were covered under the plan at the time the employee retired. A person who was not covered under the plan at the time of the employee's retirement is not eligible for retiree coverage. The City may provide for a different monthly premium rate(s) for retirees who elect to continue health benefits coverage. The City may substitute Medicare supplement health benefits coverage as the coverage provided for a person who receives health benefits coverage, including an eligible dependent, after the date the person becomes eligible for federal Medicare benefits. A person who is entitled to retiree group health coverage must make payments for the coverage at the same time and in the same manner as current City employees.

SECTION 3: DISMISSAL / TERMINATION

The City may terminate an employee's employment because of unsatisfactory performance or conduct, or violation of City policies or procedures, including a new hire who fails the Introductory Period. City employees who are terminated, or who resign in lieu of termination, due to unsatisfactory performance, pending results

of an investigation, or conduct, or violation of City policies or procedures, are not eligible for rehire.

SECTION 4: JOB ABANDONMENT

An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered to be absent without leave which constitutes abandonment of duties. An employee who is absent without leave may be considered to have voluntarily resigned their employment with the City, and such resignation shall be effective on the date the absence without leave began. In such cases, the employee's separation shall not be considered "in good standing".

SECTION 5: LONG-TERM ABSENCE

Leave of absence beyond twelve (12) weeks may be granted if it is a reasonable accommodation justified by medical necessity. This policy will be administered consistently with the City's obligations under the Americans with Disabilities Act.

SECTION 6: DISABILITY OR INCAPACITY

The City of Bastrop adheres to the guidelines set forth by Title I and Title V of the Americans with Disability Act as Amended (ADAAA), which prohibit employment discrimination against qualified individuals with disabilities in the private sector, and in State and local governments, and as enforced by the Equal Employment Opportunity Commission (EEOC). An employee may be separated when, for physical or mental reasons, the employee cannot perform the duties of the job and no reasonable accommodations can be made that enable the employee to continue to perform the duties of the job, as required by the ADA.

Separation for incapacity shall not be considered a disciplinary action and shall not operate to deny any employee the use of any accrued illness, injury, disability, or other benefits. If the employee is qualified and able to perform another job in the City service, and such a position is available and does not require displacing another employee, the disabled employee shall be placed in that job before the employee is dismissed from the City service.

SECTION 7: REDUCTIONS IN FORCE / REORGANIZATION

An employee may be separated from employment with the City when it is deemed necessary by reason of the employee's position is abolished or when there is either a lack of funds or work, or other material change in the duties of the organization, or for other reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee. When reductions in force are necessary, the following factors, in order of importance, will be considered:

- A. **First Priority:** The performance record of each employee
- B. **Second Priority:** Qualifications of the employee for remaining positions
- C. **Third Priority:** Seniority

SECTION 8: DEATH

If a City employee dies, the designated beneficiary or estate will be paid all earned pay and payable benefits.

SECTION 9: EXIT INTERVIEWS and RECORDS

The City usually provides separating employees with an exit interview prior to their last day of work. The purpose of the exit interview is to finalize all compensation due, return City equipment, provide explanation of any continuing benefits, review employment history, discuss the reason(s) for the separation, and solicit constructive feedback to improve the City. Exit interviews are conducted confidentially by the Director of Human Resources. Information discussed during the exit interview may be shared with the City Manager's office and acted upon as deemed appropriate by the City. An employee who is leaving the City employment shall discuss the reasons for separation in an exit interview with the Human Resources Department whenever possible. Reasons for the separation shall be stated in writing and must be signed by the supervisor and initialed by the employee, except in unusual or emergency circumstances. The Department Director (or designee) is responsible for promptly notifying the Director of Human Resources of all separations, arranging for the exit interview, and providing documentation of receipt of all departmental and/or City property from the exiting employee.

Final payment of compensation may be withheld pending return of City property, completion of necessary paperwork, and other requirements of separation.

CHAPTER 12: PERSONNEL RECORDS

SECTION 1: PERSONNEL FILES and RECORDS

The Human Resources Department will maintain personal work history records for each active City employee. Records will also be maintained on past City employees for not less than the period required by law and pursuant to the City's Record Retention policy. An employee's personnel records are available for inspection in the Human Resources Department by the employee, any individual authorized by the employee, the employee's immediate supervisor, Department Director, or designee. The Human Resources Department will not release personnel records to individuals or agencies outside the City, except as required by law.

Employee personal work history records maintained within each department are subject to the same provisions as those records maintained by the Human Resources Department. An employee, at all times, has a right to inspect any and all documentation made a part of the employee's personal work history records and may, at any time, submit personal work history information, which will be included into the employee's official records [e.g., continuing education material or certifications relevant to position held and upon approval by the Human Resources Department]. Employees will be given a copy of any written record of a disciplinary action or performance counseling that is made a part of their personnel file.

SECTION 2: STATUS CHANGES OR NEW HIRES

Department Directors shall submit to Human Resources, for review, recommended changes in personnel status. Any request for change of an employee's status, or requests to hire new employees will be approved by the supervisor and the Department Director, prior to making any commitments to existing employees or prospective new hires.

SECTION 3: PERSONNEL REPORTS

Department Directors shall be responsible for providing the Human Resources Department with all necessary employee reports and records associated with personnel management for their department, in compliance with the requirements of this policy. Such records and reports shall include, but not be limited to, certification updates, Personnel Action Forms, performance reports, counseling records, and written reports related to disciplinary actions. Failure to do so may result in formal disciplinary action of Department Directors and/or supervisors who have these responsibilities.

The Human Resources Department and/or Department Directors shall prepare such narrative reports, statistical summaries, and other personnel reports as necessary or desirable to provide useful information to the City Manager and Council.

SECTION 4: PERSONNEL ACTION FORM

The Personnel Action Form (PAF) is the official document for recording and transmitting each personnel action to the personnel file. The PAF is used to promote uniformity in matters affecting position title, classification, pay range and step, salary and other actions affecting the employee's status. Each PAF becomes part of employee's permanent file. Copies of all PAFs are provided to the employee involved.

SECTION 5: CONTENTS OF PERSONNEL FILES

The City's Goal is for each employee's personnel file to contain the following:

- A. Employment Application;
- B. Acknowledgement and Receipt of Employee Handbook signed by the employee acknowledging review of personnel policies and procedures;
- C. Complete performance evaluation records;
- D. Records of any citation for excellence or awards for good performance;
- E. Records of any reprimands or other disciplinary actions;
- F. Any other pertinent information having a bearing on the employee's status or performance;
- G. A copy of applicable Job Description(s), signed by the employee;
- H. Personnel Action Forms;
- I. Public Access Option Form signed by employee.

SECTION 6: LEAVE RECORDS

Official records of vacation and sick leave accrual and usage will be kept for each employee by the Finance Department. Leave records will be kept and maintained in accordance with state and federal law.

SECTION 7: CONFIDENTIALITY OF MEDICAL INFORMATION

Federal law requires that the City maintain all employee medical information in separate, confidential files. Therefore, in addition to personnel files, the City maintains a separate medical file for each employee. The Director of Human Resources maintains these confidential medical files.

Examples of information that may be provided to the City by an employee or the employee's health care provider, and maintained in the confidential medical file, include, but are not limited to:

- A. A note to justify an absence;
- B. A note to request leave;
- C. A note to verify the employee's ability to return to work;
- D. Medical records to support a claim for sick pay or disability benefits;
- E. Insurance records;
- F. Workers' compensation records; and
- G. Medical history records

The City does not request genetic information from an applicant, employee, or health care provider. The City discourages health care providers from sending genetic information. Any genetic information inadvertently sent to the City will be returned to the health care provider.

When an employee provides information to the supervisor, the supervisor is expected to share the information only on an "as needed" basis with other members of management.

Employees must also respect the privacy and confidentiality of other coworkers' medical information. Employees are expected to use discretion and judgment when dealing with such information.

CHAPTER 13: EMPLOYEE BENEFITS

SECTION 1: MEDICAL INSURANCE / DENTAL INSURANCE

A. Medical Insurance

All full-time employees (30 hours per week or 130 hours per month) and all retired employees are provided medical insurance benefits. Employees working thirty (30) hours or more per week will pay 25% of the cost, with the City paying the remaining 75% of costs. Effective June 1, 2015, the City will contribute 100 percent of the retired employee's cost of participation in the City's group health insurance plan if, at the time of resignation or retirement, the retired employee:

- 1) Has completed 25 years of service with the City of Bastrop; and,
- 2) Is at least 58 years of age; and,
- 3) Retires in good standing with no active investigation or pending allegations of misconduct; and,
- 4) Elects to continue coverage prior to or on the last date of employment. (Refer to Executive Orders.)

Coverage shall begin sixty (60) days from the date of employment (first of the month), except for Department Directors and the City Manager, in which case coverage shall begin immediately (first of the month). This insurance provides for payment of hospitalization and major medical expenses up to the limits of the policy for illness and accidental injuries off the job. Coverage for other family members is at the option of and payable by the employee through payroll deductions at the prevailing rates.

B. Dental Insurance

All full-time employees (40 hours per week) are provided dental insurance benefits. Coverage shall begin sixty (60) days from the date of employment for all employees (first of the month), except for Department Directors and the City Manager, in which case coverage shall begin immediately (first of the month). Coverage for other family members is at the option of and payable by the employee through payroll deductions at the prevailing rates.

C. Part-Time Employee Coverage

Part-time employees (pro-rated 20 hours or more per week) will have the option of having medical and dental insurance if they wish to pay 50% of the cost of the policy. The City will pay the remaining 50% of the policy costs. Employees working thirty (30) hours or more per week will pay 25% of the cost, with the City paying the remaining 75% of costs for dental insurance. Full- time and part-time employees will be defined by the insurance plan in effect.

The terms and conditions of the level of medical / dental coverage may be changed, amended, or modified on an annual basis by the City Council.

SECTION 2: LIFE INSURANCE and LONG-TERM DISABILITY INSURANCE

A. Life Insurance

The City provides group life insurance coverage for all full-time employees and all retired employees, in a coverage amount determined by the City. Coverage shall begin upon sixty (60) days from the date of employment (first of the month), except for Department Directors and the City Manager, in which case coverage shall begin immediately. The cost of providing this insurance to employees is paid by the City. The life insurance is payable in the event of death of an employee. Payment will be made to the beneficiary designated by the employee. Full-time and part-time employees will be defined by the insurance plan in effect.

B. Long-Term Disability

The City also provides a Long-Term Disability (LTD) benefit for all full-time employees. Coverage shall begin sixty (60) days from the date of employment (first of the month) except for Department Directors and the City Manager, in which case coverage shall begin immediately. The cost of providing this insurance to employees is paid by the City. The coverage provides income replacement benefits when you become disabled, as that term is defined by the policy provider. When the insurance company receives satisfactory proof of disability, LTD monthly benefits according to the terms of the policy will be paid.

C. Part-Time Employee Coverage

Part-time employees working twenty (20) hours or more per week will have the option of having life / long term disability insurance if they wish to pay 50% of the cost. The City will pay the remaining 50% of the cost. Part time employees working thirty (30) hours or more will have the option of having life insurance if they wish to pay for 25% of the cost. The City will pay the remaining 75 % of the cost.

SECTION 3: WORKER'S COMPENSATION INSURANCE / INJURY WAGE CONTINUATION BENEFITS

A. Eligibility for Workers' Compensation

Workers' compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring during the course and scope of one's employment. It is not designed to cover ordinary diseases of life. All employees and volunteers of the City are covered by workers' compensation insurance.

Any City employee injured as the result of duties performed in the course of the employees' job shall be eligible to receive workers' compensation benefits, which may cover the cost of hospitalization, doctors, treatment, prescription drugs and other related expenses, from the City's insurance carrier at no expense to the employee.

Injuries not directly related to or caused by a specific accident or incident that occurred in the performance

of the employee's job duties for the City, injuries occurring while an employee or volunteer is working or volunteering for an employer or organization other than the City, and/or injuries occurring during self-employment, are not covered under the City's workers' compensation plan.

B. Accident and Injury Reporting Procedures

1) Medical Attention

When an employee is injured on the job, the City's first priority is to ensure that the employee gets timely medical attention. The employee must immediately report the circumstances of the accident and/or injury to the supervisor who will direct the employee to seek medical treatment, if necessary, from the Approved Doctor List (ADL), as provided by the Texas Municipal League and in compliance with the City's reporting requirements.

2) Reporting and Documentation

The employee's supervisor is responsible for notifying the Human Resources Department immediately upon being made aware of an employee's involvement in an accident and/or injury. This timely notification is critical.

The employee's supervisor will initiate a thorough investigation into the cause and circumstances of the accident causing the injury, including interviewing all witnesses and preparing a detailed written report explaining the facts of the accident that occurred. The supervisor must submit the City's Accident Report, First Report of Injury or Illness and any other related information to the Human Resources Department no later than the next business day after the injury was occurred, or no later than 9 a.m. on Monday for injuries occurring over the weekend.

If the employee's supervisor has reason to believe that an injury has been reported that is not directly related to or caused by a specific accident or incident occurring in the performance of the employee's assigned job duties, the supervisor must advise Human Resources of these circumstances. The decision of whether or not an injury will be covered by workers' compensation will be made by the Texas Municipal League and not by the City.

If the employee's treating physician recommends convalescence at home, the employee is required to report to the Human Resources Department each Friday. For every doctor's office visit, the employee is required to obtain from their doctor a completed Work Status Report, which includes the employee's diagnosis, when the employee is expected to be able to return to work, the employee's restrictions and the date of the employee's next appointment. It is the employee's responsibility to ensure that a copy of the Work Status Report is forwarded to the Human Resources Department and to the supervisor. Failure to report to Human Resources as required may result in disciplinary action, up to and including termination.

3) Returning to Work

The employee is to return to work immediately after treatment unless the employee's physician provides documentation of the employee's inability to perform the essential duties of the job in either

a regular or modified duty capacity. The employee must have a written release from the doctor to return to work and the release must specify any restrictions. The City does not guarantee the availability of a modified duty opportunity. However, the employee must accept any modified duty assignment that is offered, including an assignment in another department.

All modified duty assignments must be approved by the Human Resources Director to ensure compliance with the City's policies, the physician's restrictions / release, the Americans with Disabilities Act (ADA,) the Americans with Disabilities Act as Amended (ADAAA), and other applicable laws.

4) Maximum Time Limits

Subject to other restrictions, limitations, and earlier terminations as applicable, in particular circumstances, the City will hold open an employee's position, following an injury that occurred while performing official job duties or conducting City business, for a reasonable time period if holding the position does not result in undue hardship on the City. Twelve (12) weeks of this period will be deemed leave under the Family and Medical Leave Act (FMLA), running concurrently with the employee's worker's compensation leave. The Director of Human Resources will engage in discussions of any reasonable accommodations that may assist the employee in performing the essential functions of the job. At the end of the reasonable period of time, should the employee still be unable for any reason to perform the essential duties of the job, with or without accommodation, the employee's position may be filled and the employee may be considered for a vacant position for which the employee is qualified and released from the physician to perform. If no vacant position is available for which the employee is qualified, if not selected to fill the vacant position, or if the employee declines to accept another position, employment with the City will be terminated.

5) Injury Wage Continuation Benefits

Subject to the provisions set forth below, paid employees who sustain physical injury on the job will receive wage payments as injury wage continuation payments, separate and distinct from and in addition to worker's compensation payments, during such time as an appropriate, health care provider certifies that the employee is not able or should not return to regular or full-time work due to the injury.

Wage continuation benefit payments shall not be charged against sick leave or vacation leave until supplemental wage continuation benefits have been exhausted. The total amount paid an injured employee while absent from work, including any combination of worker's compensation benefits, wage continuation benefits, sick leave, vacation leave, and wages for work performed, shall not exceed one hundred percent (100%) of full pay which the employee should have received for such period at the employee's regular hours and rate of pay. All checks received by the employee from the insurer during this time must be submitted to the Human Resources Department, who will in return ensure that the employee receives 100% of the applicable pay. In no event shall the total amount of wage continuation benefits paid to an employee as the result of any incident resulting in physical injuries (including any later aggravation, relapse, or re-injury) exceed 12 weeks at 100%. While off work and drawing injury wage continuation benefits, an injured employee shall continue to accrue vacation and sick leave at the regular rate.

Injury wage continuation benefits shall be administered under the following rules:

- a) The term "physical injury" as used herein, shall mean an injury to the physical structure of the body or a part thereof including any subsequent aggravation or reinjury that occurs while the employee is acting in the course and scope of their employment and shall not include any illness, disease, or infection except such illness, disease, or infection as is directly caused by and naturally results from a physical on-the-job injury. Injuries that occur while traveling to and from work, while acting beyond the scope of employment, while engaged in horseplay, while attending to personal matters and partly in employment matters, shall not be deemed injuries so as to qualify for this supplemental benefit.
- b) During the time an employee is unable to work and is authorized to be off duty due to a physical injury, the employee will be paid injury wage continuation benefits for a period not to exceed 12 weeks, in an amount not to exceed the difference between their regular pay and their workers' compensation benefit payment in accordance with the maximum limits established herein.
- c) An employee with a physical injury who is able, as determined by the treating physician, to perform light duty may be required to do so for the employee's original department or another department as determined appropriate by the City.
- d) If an injured employee is unable to perform the regular work duties and tasks of the employee's position for a period of six (6) months or more, the City Manager, upon a determination of City need, may permanently fill the employee's position and terminate the employment of the employee. The terminated employee may be reinstated in a position as similar to the employee's former position as is available.
- e) An employee who does not qualify for injury wage continuation benefits, or whose benefits are used up before being released to duty by the treating physician may take their accrued sick leave and/or vacation leave, to equal 100% of regular pay. If the employee is receiving weekly worker's compensations payments, then sick and vacation leave may be taken in an amount necessary to make up the difference between such payments and full regular pay. An employee who has used all accrued sick and vacation leave, and injury wage continuation benefits before being released to duty by the treating physician may be granted a leave of absence without pay for a reasonable period upon recommendation of the Department Director and approval by the City Manager.
- f) An employee who is physically able and who fails to report any on-the-job injury, however minor, within twenty-four (24) hours after it occurs to the employee's supervisor and take such first aid treatment as may be necessary shall not receive or be eligible for injury wage continuation benefits. When an employee is injured on the job, the employee shall complete a written accident report as soon as possible and submit it to the Department Director with a copy to the Human Resources Department. Refusal to assist the City with completing and filing proper documentation of on-the-job injuries may result in disciplinary action, when appropriate.
- g) Documented abuse of the City's worker's compensation and leave benefit program and policies will result in disciplinary action up to and including termination.

SECTION 4: GROUP HEALTH CONTINUATION COVERAGE (COBRA)

COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in certain instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the cost of any such continuation coverage.

Under COBRA, employees may elect COBRA continuation coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to 36 months following a qualifying event. Employees must notify the City within 60 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.

Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the City's group health plan and again when a qualifying event occurs. For more complete information on COBRA and your health plan, you should review your summary plan description or review a copy of the full health plan at the Human Resources Department.

SECTION 5: SOCIAL SECURITY / MEDICARE

All employees of the City are covered under the Federal Insurance Contributions Act (FICA). This type of government insurance, known as "Federal Old Age and Survivor's Insurance", provides benefits for retirement and disability.

This insurance is financed through payroll deductions by the employee and the City's matching contributions.

SECTION 6: UNEMPLOYMENT INSURANCE

The City is a participant in the Texas Unemployment Compensation Insurance program, which provides payments for unemployed workers in certain circumstances as provided by law. All employees of the City are covered under the state's Unemployment Compensation Insurance program.

SECTION 7: RETIREMENT and IN-SERVICE DEATH BENEFITS

The City of Bastrop is a member of the Texas Municipal Retirement System (TMRS). The purpose of TMRS is to provide a plan for the retirement and disability of employees of Texas municipalities. Participation in TMRS is compulsory for all full-time employees and all part time employees who work at least 1,000 hours per year. Coverage shall begin on the first (1st) day of employment. The employee will contribute six percent (6%) of their salary through payroll deductions into the retirement plan, with the City matching this amount on a 2 to 1 basis. Employee participation is mandatory.

In addition to the retirement plan, the City also provides an "In Service Death Benefit" for its employees' participation in the TMRS. This death benefit is payable to the designated beneficiary upon death of the covered employee. The amount payable to the beneficiary is equal to the annual salary of the covered employee. This supplemental benefit is provided by the City at no cost to the employee.

SECTION 8: TERMINAL ILLNESS BENEFIT

The City of Bastrop Terminal Illness Benefit allows employees with a terminal illness to apply for a terminal illness benefit after all other vacation, sick leave, catastrophic leave, and any other earned or available leave time has been exhausted. The terminal illness benefit is limited to a maximum of 520 hours / lifetime total, per employee.

Employees wishing to request the terminal illness benefit must meet the following guidelines:

- A. Must be a permanent full-time City employee.
- B. Must have a terminal illness, which has caused you to exhaust all paid leave balances (including vacation, sick leave, catastrophic leave, and any other earned leave time).
- C. Must complete a City of Bastrop Terminal Illness Benefit Request Form and provide the requested information from the employee's physician.
- D. Must have demonstrated a strong desire to return to work for the City.
- E. Must have a minimum of 20 years of service with the City. This service does not have to be continuous.
- F. This benefit terminates if employee is not physically at work for the City for at least 70% of any calendar year in which they are receiving the benefit.
- G. If the employee is unable to complete any portion of the application process for the terminal illness benefit, they must designate a representative from their department to act on their behalf.
- H. Once the application is completed, it must be submitted to the Human Resources Department to determine your eligibility as an applicant for the terminal illness benefit. It is then submitted to the City Manager for review. The City Manager then determines whether the employee qualifies to receive the terminal illness benefit.

CHAPTER 14: TRAVEL POLICY

SECTION 1: APPLICABILITY OF TRAVEL POLICY

This policy is applicable to all City employees and Elected Officials. It is the City's policy to pay for, or reimburse, all reasonable and necessary expenses incurred by an employee or elected official when the employee or elected official travels on City related business outside of the City limits in accordance with this policy.

All travel related expenses and reimbursements are subject to budget limitations and authenticated expenses.

SECTION 2: AUTHORIZATION REQUIRED

The City Manager shall authorize travel leave, advances, and expenses for City Department Directors for City business to be conducted outside of the City limits. Department Directors (or designee) shall be responsible for approving all travel leave, advances, and expenses for employees within their department.

The City Secretary shall verify that funds are available and sign off on travel advances and expenses for Elected Officials on City related business to be conducted outside of the City limits.

SECTION 3: REQUESTS FOR TRAVEL

All travel requests must be submitted and approved by the City Manager and/or the Department Director (or designee), a minimum of two (2) weeks prior to the travel date utilizing the City of Bastrop "Travel and Authorization Expense Form" (Travel Authorization Form) specifically provided for that purpose, as required by the Finance Department. Failure to provide requisite and timely documentation in accordance with this Section and Section 4 of this Chapter, may result in discipline, including but not limited to forfeiture of travel expenses and a revocation of future travel privileges. Department Directors shall confirm by signature on the Travel Authorization Form that the employee's absence (Department Director's absence, if applicable), will not affect the management or operation of the department. Any employee traveling on official City business shall advise their supervisor as to where they can be reached while out of the City.

SECTION 4: TRAVEL ADVANCES / RETURN OF UNEXPENDED FUNDS / REPORTS

A. Travel Advances

Travel advances will be drawn from the Finance Department by employees traveling on City business. Travel advance requests for the projected cost of the authorized travel must be submitted to the Travel Coordinator of the respective department at least fifteen working (15) days in advance of travel. The Travel Coordinator will complete and submit the "Travel Authorization Form" requesting the advance to the Finance Department in accordance with Finance's payment processing schedule. The Travel Coordinator will also pre-pay all registration fees, lodging costs, and air fare.

Travel advances are not considered documentation of travel expenses. All unexpended, unauthorized,

or unapproved travel advanced funds must be reimbursed to the City. Reimbursements must be remitted along with the Travel Authorization Form to the Travel Coordinator of the respective department in accordance with Subsection B of this Section. Authorized expenses in excess of advanced funds received will be reimbursed with proper approval.

B. Reports

Upon completion of travel, a Travel Authorization Request Form accounting for all expenditures of City funds must be completed. Return of all unexpended, unauthorized, or unapproved travel advanced funds, must be filed with the Travel Coordinator of the respective department and submitted to the Finance Department within two (2) working days following the trip. Receipts for all expenses, including hotel bills and registration fees, must be attached to the Travel Authorization Request Form. Failure to submit the completed Travel Authorization Request Form as required will subject the employee to a payroll deduction for any funds advanced. All cash advance and expenditure reports shall be submitted on forms provided for that purpose as required by the City Manager.

SECTION 5: PERSONAL CREDIT CARDS

City credit cards will be used for travel, when available. Personal cards may be used by employees for City of Bastrop travel related expenses when absolutely necessary due to an emergency or other unanticipated or unplanned occurrence. At the discretion of the City Manager, a violation of this section may result in the forfeiture of all expenses charged to the employee's personal credit card.

SECTION 6: TRANSPORTATION

When travel is required for City business, the most efficient and economical mode of travel must be used. A City vehicle or personal vehicle may be used when travel distances are within a two hundred fifty (250) mile radius of the City. For travel beyond a two hundred fifty (250) mile radius, air transportation may be approved as authorized by the City Manager.

All approved transportation expenses will be reimbursed, when properly documented, as follows:

- A. **Personal Vehicle:** Employees authorized to use their personal vehicle for travel on City business will be paid on a per mile basis equivalent to the current IRS mileage reimbursement rate; or will be paid the equivalent of a coach airline fare, whichever results in the lower cost to the City. Mileage will be reimbursed only for the difference in miles from the lesser of the two:

Total miles from the City of Bastrop to the business-related destination or event; or,
Total miles from the employee's residence to the business-related destination or event.

- B. **City Vehicle:** When a City vehicle is used, all expenses incidental to the use of such vehicle (gasoline, oil, repairs, etc.) shall be reimbursed. Receipts are required for reimbursement.
- C. **Parking / Toll Fees:** Reimbursement will be made for the cost of parking and toll fees. Receipts are required for reimbursement except for coin fed parking meters which will only be reimbursed up to a maximum of \$5.00 per day.

- D. **Air Travel:** When approved, air travel must be booked at the most discounted fare basis whenever possible. Air travel arrangements are to be made by the Travel Coordinator for the applicable department.

Note: Where airlines allow discounted fares, if the passenger stays over on a night where the total extended travel cost exceeds the savings, the employee may request to stay over with approval from the City Manager or Department Director (or designee). The City will pay for lodging and meals for the extra day(s), but not compensated time.

- E. **Rental Vehicles / Taxi and Bus Fares:** Reimbursement will be made for the use of rental vehicles, taxi, or bus fares, provided such expenses are necessary and reasonable. Receipts are required and must be submitted for reimbursement.
- F. **Alternate Routes:** Routes which are desirable because of personal affairs of the traveler may be used, but only on the traveler's time and with the traveler bearing the additional cost of the alternate route. Mileage and expenses incurred on alternate routes must be shown on the Travel Authorization Form that is submitted for reimbursement or for travel advances.

SECTION 7: LODGING

It is the policy of the City to pay / reimburse only for lodging that is economical and practical. Whenever authorized by the City Manager, lodging expenses will be paid / reimbursed at single occupancy rates unless two or more employees occupy a single room. An itemized receipt of hotel expenses must be attached and submitted with the Travel Authorization Form.

Reimbursement will not be made for extra charges for room service, personal telephone calls, alcoholic beverages, entertainment expenses, or other sundry items not relevant to the public purpose of the travel, except as provided in Section 8 hereafter.

Hotel reservations will be made by the Travel Coordinator in the respective department and paid for with a City credit card.

SECTION 8: MEALS

The City shall pay actual necessary food expenses for an employee or elected official traveling on City business. The City will not reimburse employees for individual meals for City related business "day-trips" (i.e., trips that do not involve / require an overnight stay, whether in-State or Out-of-State), as compensation for such meals is considered, by the Federal Government, to be taxable income paid to the employee. The City will cover the cost of meal(s) included as part of the City paid registration fee.

A. Meals for In-State Overnight Travel

Employee meal expenses incurred as part of In-State overnight travel, for work / training, will be paid in accordance with the current IRS per diem rate with no receipts necessary. Tips are included in the per diem rate.

On the day of travel departure, breakfast is reimbursable if departure is prior to 7:00 a.m.; lunch is reimbursable if departure is prior to 11:00 a.m.; and dinner is reimbursable if departure is prior to 4:00 p.m.

On the date of return from travel, breakfast is reimbursable if return is after 9:00 a.m.; lunch is reimbursable if return is after 1:00 p.m.; and dinner is reimbursable if return is after 7:00 p.m.

Meals included as part of a City paid registration fee will not be reimbursed as part of the meal allowance per diem.

The City Manager may approve reimbursements for actual travel expenditures for employees with actual receipts. Specific per diem rates may be established by the City Manager for business travel that requires such an increase. Travel reimbursements for elected officials with actual receipts will be approved by the City Secretary.

B. Meals for In-State / Out-of-State “Day-Trip” Travel

The City will not provide advances or reimbursements to employees and elected officials for “out of pocket” meals during “day-trips” (i.e., trips that do not involve / require an overnight stay, whether in-State or Out-of-State). Compensation for such meals is considered, by the Federal Government, to be taxable income to the employee. The City will cover the cost of meal(s) included in City paid training program.

C. Meals for Out-of-State Overnight Travel

Employee meal expenses incurred as part of out-of-state, overnight travel will be reimbursed at the actual cost of the employee’s meal, when accompanied by receipts for same, in accordance with the current IRS High-Low Substantiation Method. The City will cover the cost of meal(s) included in the City paid training program.

D. Business Meals / Entertainment Related Meal Expenses

- 1) To be a reimbursable “Business Meal”, the meal must be one that is:
 - a) Approved in advance by both the City Manager and Department Director,
 - b) Is ‘non-routine’ in nature,
 - c) Is entertainment that has a clear business objective which will benefit the City, and
 - d) Involves more than one person.
- 2) In addition, to be a reimbursable “Business Meal”, the meal must fall within one of the following tests:
 - a) Directly Related Test: The meal must satisfy all of the following:
 - (1) The main purpose of the combined business and meal is active conduct of business;
 - (2) Business is actually conducted during the meal period; and
 - (3) There is more than a general expectation of deriving income to the City, lowering City

expenses, or some other specific City benefit at some future time.

b) Associated Test: The meal must satisfy all of the following:

- (1) Associated with the active conduct of the City's business; and
- (2) Directly before or after a substantial business discussion.

Approved Business Meal expenses, including the expenses of non-employees at the meal, will be reimbursed, provided the circumstances are considered to be conducive to a business purpose, and the meal meets all of the criteria stated herein. The Travel Authorization Form requesting reimbursement for such expenses must include the names of all individuals in attendance, identify the various business relationships involved, and a summary of business discussed (recorded on the reimbursement form).

When a personal or City credit card is required to be used for Business Meals, in accordance with the terms of these policies, an itemized receipt, as well as any other necessary forms, must be provided to the Finance Department and approved by the City Manager before a reimbursement will be allowed. At the discretion of the City Manager, a violation of this section may result in the forfeiture of all expenses charged to the employee's personal credit card and any other appropriate discipline.

E. Group Meals

In order to be reimbursable, Group Meals are considered to be the occasional, infrequent, and non-routine meals that are provided to a group of employees, such as employee picnics, appreciation lunches or retirement parties, and are considered by the IRS to be a non-taxable de minimis fringe benefit.

Group meals may also include such things as occasional provision of coffee, donuts, or soft drinks or a meal that is provided to promote good will, boost morale, or to attract prospective employees to the City.

To be a reimbursable expense, costs related to Group Meals must be approved, in advance, by the City Manager's Office.

F. Non-Allowable Expenses

The following expenses or charges will not be reimbursed and must be paid for by the employee or elected official:

- 1) Alcoholic Beverages;
- 2) In-hotel pay or pay per view television or movies;
- 3) Dry cleaning and laundry services;
- 4) Health club and spas;
- 5) Expenses of a guest / spouse; and
- 6) Other items of a personal nature.

G. Expenses Not Covered in Policy

The City Manager's approval must be obtained prior to any expenditure of funds for items or charges

which are not specifically addressed in this travel policy.

H. Compliance

Abuse of this policy, including falsifying Travel Authorization Forms, expense reports, or submitting false claims, will result in disciplinary action, up to and including termination.

CHAPTER 15: CITY PROPERTY, VEHICLES and EQUIPMENT USE

SECTION 1: GENERAL POLICY

The City attempts to provide each employee with adequate tools, equipment, vehicles, and facilities for the City job being performed, and the City requires all employees to observe safe work practices and lawful, careful, and courteous operation of vehicles and equipment in compliance with all municipal, County, and State regulations. Any City provided safety equipment must be used at all times.

SECTION 2: APPLICABILITY and VIOLATION OF POLICY

These policies shall apply to all City owned tools, equipment, vehicles, facilities, and all persons assigned such, inclusive of operators and passengers in vehicles. Any violations of the Vehicle Policy will be subject to disciplinary action or civil / criminal penalty dependent upon the nature of the violation.

SECTION 3: USE OF CITY OWNED TOOLS, EQUIPMENT, PROPERTY and VEHICLES

The City may issue tools, equipment, or other property to employees (e.g., credit cards, keys, tools, security passes, manuals, written materials, uniforms, cell phones, computers, and computer-related equipment, etc.). Employees are responsible for items formally issued to them by the City, as well as for items otherwise in their possession or control or used by them in the performance of their duties. At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. In addition to payroll deductions, the City may take any other action it deems appropriate or necessary to recover and/or protect its property.

Employees must notify their supervisor immediately if any vehicle, equipment, machinery, tools, etc., appears to be damaged or defective, and/or need repair. The employee's supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of equipment will likely result in disciplinary action, up to and including termination.

SECTION 4: PERSONAL USE PROHIBITED

City property, materials, supplies, tools, equipment, or vehicles may not be used for personal business without prior written approval by the Department Director or City Manager. Violations may result in discharge and/or possible prosecution.

SECTION 5: TOBACCO USE PROHIBITED

The use of all tobacco products of any kind, including smokeless electronic cigarettes, is prohibited at any time in City buildings and other facilities, in City vehicles, while using City equipment, and as otherwise directed. Employees are welcome to smoke on their breaks outside of the City buildings in designated smoking areas. Smoke breaks which are excessive in frequency or length will be treated as an attendance issue.

SECTION 6: OPERATION and RIDERSHIP

Except for maintenance, service, and repair only City officials and employees are allowed to operate a City vehicle. Ridership should be limited to City employees or persons on official City business.

SECTION 7: USE OF CITY VEHICLES

City-owned or leased vehicles may be used only for official City business and may only be driven by authorized City employees. If an employee drives a personal vehicle, or a City-owned, rented, or leased vehicle on the job or while carrying out City-related business, the employee must comply with the following:

- A. Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
- B. Cell phone use is prohibited unless it is an emergency.
- C. Always observe all posted laws and speed limits.
- D. Always wear seat belts when the vehicle is in operation.
- E. No passengers other than City employees or others on City business may ride in a City vehicle unless otherwise approved in advance by the Department Director or City Manager.
- F. No personal use of City-provided vehicle is allowed without the prior, specific approval of the Department Director or City Manager.
- G. All drivers must be eligible for coverage under the City's insurance policy.
- H. Drivers covered by Department of Transportation (DOT) regulations must comply with the DOT regulations at all times.
- I. At no time may an employee under the influence of alcohol or illegal drugs drive a city vehicle or a personal vehicle while conducting city business.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action.

SECTION 8: SAFETY, MAINTENANCE, and CARE

No City employee shall operate a City vehicle or equipment that is unsafe. The operator will be responsible for exercising good judgment and performing a cursory inspection prior to operating a City vehicle or equipment. An employee who identifies a problem (e.g., broken, missing, worn parts, tires, any needed maintenance, etc.) with a City vehicle or equipment shall promptly report the matter to their supervisor or Department Director and shall refrain from using the vehicle or equipment if the employee believes that doing so is dangerous to the employee or others. All operators and passengers will be individually accountable for abiding with all laws pertaining to vehicles and their operation.

Employees who are assigned use of a vehicle or equipment will be responsible for the maintenance and care

of said vehicle / equipment. All maintenance and use records for City vehicles and equipment must be completed as directed by the employee's supervisor. Damage arising from misuse or neglect attributable to operator negligence is subject to review by the City Manager and subsequent repair at the expense of the employee held responsible for same.

SECTION 9: SAFETY and FITNESS OF OPERATOR

At no time may an employee under the influence of alcohol, illegal drugs, or medication(s) that may cause drowsiness, alter vision, judgement, or reflexes, drive a city vehicle or a personal vehicle while conducting city business.

No person with corrective devices or appliances shall be allowed to operate City vehicles or equipment without same being in place and in good working order and repair.

Any person who is injured or becomes ill should use their cell phone to obtain assistance, rather than trying to operate a vehicle or piece of equipment.

SECTION 10: VEHICLE LOGS

It will be the responsibility of each operator of a City vehicle or piece of equipment to properly fill out any paperwork associated with the use, mileage, gas / lubricant applications, or any other documentation, which may be required from time to time.

SECTION 11: VALID DRIVER LICENSE

Employees who operate City vehicles and equipment, or who drive in a privately owned vehicle while carrying out job duties, are required to have and maintain a valid Texas Driver License appropriate to operate such vehicle or equipment and must promptly inform their supervisors of any change in status of their license(s) or certifications.

Driving records will be checked prior to employment and periodically throughout the course of employment. Applicants and employees are required to provide the City with any authorizations necessary for the City to perform such a check. More than three (3) moving traffic violations that result in final convictions in a one (1) month period is considered excessive and will result in failure to hire in the case of prospective employees and may result in disciplinary action in the case of employees, up to and including termination.

When a special classification of driver's license is required to operate City equipment, it is the employee's responsibility to maintain the required license.

Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or equipment operator may result in demotion or termination.

A record of three (3) or more moving violations or a single citation for driving while intoxicated is grounds for prohibiting use of City vehicles or equipment and may result in demotion or termination. The Police and Fire Departments may have stricter standards imposed.

An automatic annual driver record check will be conducted on every employee operating a City vehicle or equipment. In addition, the City may conduct random, sporadic driver record checks of City employees, at its

discretion.

SECTION 12: ACCIDENT REPORTING

Employees involved in a vehicle accident, property damage or liability claims while operating a City vehicle, City equipment, or while operating a personal vehicle on City business, must immediately notify the Bastrop Police Department or proper law enforcement agency (if applicable), and their appropriate supervisor, Department Director, and/or City Manager. City vehicles or equipment will not be moved until permission is given to do so by the city police department or proper law enforcement agency.

Each vehicle accident, no matter how minor, must be reported to the Police Department so that an official accident report can be filed. The Police Department shall notify the Human Resources Department by forwarding a copy of all accident reports involving City equipment or vehicles as soon as the investigation is completed. The Department Director shall complete an accident report and submit a copy to the Human Resources Department. The accident report shall be placed in the personnel file of the employee involved in the accident. An accident report must be provided by the Department Director no later than the following business day. Failure to timely file, or otherwise cooperate in the filing of an accident report may result in disciplinary action up to and including termination.

The City may, at any time, check the driving record of a City employee who drives as part of the job duties to determine that the necessary qualifications are maintained as a City driver. Employees must cooperate in giving the City whatever authorization is required for this purpose.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, unauthorized, or unsafe use or operation of a vehicle, may result in loss of driving privilege or disciplinary action up to and including termination.

SECTION 13: TAKE HOME VEHICLES POLICY

A City vehicle may be assigned to a position or employee when it is more economical than payment of a car allowance or mileage reimbursement. City vehicles shall not be allowed or assigned to City employees to be used solely as transportation to and from work. To be eligible for assignment of a take-home vehicle, an employee must be subject to emergency call back during off duty hours to locations other than the employee's normal workstation. No personal use of a take-home vehicle is permitted except to commute to and from home or work. A City vehicle is not to be used for personal business such as going to the bank, grocery store, etc. without prior written approval of the Department Director or City Manager.

Department Directors who are assigned a City vehicle are exempt from this policy. In the event a Department Director is incapacitated or out of town for a period of time of two (2) days or more, their City assigned vehicle may be assigned to the department's next in command and may be used as transportation to and from work in order to respond to after-hours business matters for the purpose of attending to department related City business. Such vehicle assignment shall be only for the time the Department Director is incapacitated or out of town.

No alcoholic beverages are allowed in City vehicles. No passengers may be transported in take-home vehicles except as required by official duties.

The City's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Most pickups, vans and automobiles are classified as "non-exempt" vehicles. Employees to whom a "non-exempt" vehicle is assigned for take-home may incur a federal income tax liability for the fringe benefit of commuting to and from work in a City vehicle. Police and fire vehicles used by employees on call 24-hours are normally exempt from the fringe benefit tax liability.

SECTION 14: PERSONAL PROPERTY

All employees shall be solely responsible for their personal property at all times.

CHAPTER 16: ELECTRONIC COMMUNICATIONS and SYSTEMS ACCESS USE / SOCIAL MEDIA / TELEPHONES / NEWS RELEASES

SECTION 1: ELECTRONIC COMMUNICATIONS and SYSTEMS ACCESS USE

A. City Provided Electronic Communications Equipment and Systems

The City may provide computers, tablet computers, computer networks, Internet access, instant messaging, email, telephones, cell phones, digital cameras, voice mail and fax communication systems to employees in the performance of their jobs. These communication devices are referred to collectively in this policy as “electronic communications systems” or “systems”. These electronic communications systems are designed to support and enhance the communication, research, and information capabilities of City employees and to encourage work-related communication and sharing of information resources within the City. This policy governs user behavior pertaining to access and usage of the City’s electronic communications systems. This policy applies to all City employees, contractors, volunteers, and other affiliates who use the City’s electronic communications systems. The City’s electronic communications systems access must be used in a professional, responsible, efficient, ethical, and legal manner.

B. Computers, Network, Internet, Instant Messaging and Email Access

City computers, the computer network, Internet, instant messaging and/or email access assigned to employees are the property of the City. Employees (“Users”) are provided access to computers and the network to assist them in the performance of their jobs. Additionally, certain Users may also be provided with access to the Internet through the computer network. All Users have a responsibility to use the City’s computer resources and the Internet in a professional, lawful, and ethical manner. Users must acknowledge an understanding of this policy and its guidelines as a condition of receiving access to Internet, instant message and/or email account. Failure to adhere to this policy and its guidelines may result in disciplinary action under City policies, up to and including but not limited to, loss of computer privileges, suspensions, termination, and civil and/or criminal liability.

C. Acceptable Use

Electronic Communication Systems are to be used primarily for conducting City business. Electronic Communications Systems are not intended to be used for conducting Personal business. Network users are encouraged to develop uses which meet their individual needs and which take advantage of the City’s internal network function.

Users must understand that use of any City-provided computer, publicly accessible computer network such as the Internet, instant messaging and email is a privilege and such resources are to be used for conducting City business and performing municipal tasks. Personal use of City electronic media is not permitted. Supervisors cannot alter the restrictions of this policy.

Occasional, limited, and appropriate personal use of the computer is permitted if such use does not (a) interfere with the user’s or any other employee’s job performance; (b) have an undue effect on the

computer or network performance; or (c) violate any other policies, provisions, guidelines, or standards of this agreement or any other policies of the City. Each Department Director must authorize such use by their employees. Personal use of the computer is a privilege that may be revoked at any time.

D. Illegal Copying / Copyright

Users may not illegally copy material protected under copyright law or make that material available to others for copying. Users are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material that is loaded on City computers. Any software or other material, including music, downloaded into a City computer may be used only in ways consistent with the licenses and copyrights of the vendor, author or owner of the material. Unauthorized software should not be downloaded onto the City's computer system. Prior written authorization from the Director of Information Technology is required before introducing any software into the City's computer system. Employees may not download entertainment software, games, or any other software unrelated to their work. An employee may not agree to a license or download of any material for which a registration fee is charged without first obtaining the express written permission of the City.

E. Unacceptable Uses of Electronic Communication Systems include:

- 1) Using profanity, obscenity, or other language which may be offensive or harassing to other coworkers or third parties.
- 2) Using the systems to send or distribute off-color jokes, articles, or stories that are lewd, and a reasonable person would find them offensive.
- 3) Using the systems in a manner that neglect's the employee's assigned duties or interferes with City operations.
- 4) Accessing, displaying, downloading, or distributing sexually explicit material.
- 5) Using the systems to invite an employee on a date or make sexual propositions of employees.
- 6) Accessing, displaying, downloading, or distributing profane, obscene, harassing, offensive or unprofessional messages or content.
- 7) Using the systems to send threatening messages to any other person or institution.
- 8) Copying or downloading commercial software in violation of copyright law.
- 9) Using the systems for financial gain or for any commercial activity unrelated to City business.
- 10) Using the systems in such a manner as to create a security breach of the City network.
- 11) Looking or applying for work or business opportunities other than for internal City postings.
- 12) Accessing any site, or creating or forwarding messages with derogatory, inflammatory, or otherwise unwelcome remarks. This prohibition includes but is not limited to remarks or content regarding race, religion, genetic informations, color, sex, sexual orientation, national origin, age, disability, physical attributes, marital status, or veteran status.
- 13) Transmitting or sharing information regarding a coworker's health status without permission.
- 14) Expressing opinions or personal views that could be misconstrued as being those of the City.
- 15) Expressing opinions or personal views regarding management of the City of other political views.
- 16) Using the electronic communication systems for any illegal purpose or in any way that violates City policy or is contrary to the City's best interest.

F. Disseminating, Viewing or Storing of the following is prohibited:

- 1) Commercial or personal advertisements, solicitations, and promotions;
- 2) Destructive code (e.g., viruses, Trojan horse programs, etc.);
- 3) Political material (political activity is prohibited for government employees while on duty or through the use of government property);
- 4) Gambling; and
- 5) Any other unauthorized material.

G. Filtering

The City has the right to and therefore utilizes software to filter Internet and instant message content for all employees. These filters are designed to prevent viewing, sending, or access to material deemed inappropriate for the workplace.

The City will review this filtering on a periodic basis and may modify the types of prohibited content without notification to City employees, contractors, volunteers, or other affiliates. The City Manager (or designee) may grant exceptions and exemptions to Internet and instant messaging filtering only after a review of the requested information has been conducted and a determination that the City's current filtering practice impedes the requestor's ability to perform the requestor's job duties.

H. Responsibility

The person in whose name a City provided Internet, email or other electronic communications system account is issued is responsible at all times for its proper use, regardless of the user's location. Exchanges that occur while conducting City business on the City's electronic communications systems will be considered a communication of the City and held to the same standards as formal letters.

I. Electronic Communication Systems No Right of Privacy / Monitoring

Users are assigned City computers, computer network, Internet, instant messaging and/or email access to assist them in the performance of their jobs. Users may not assume they are provided any degree of anonymity and expressly waive any right of and should have no expectation of privacy in anything they create, store, send, or receive using the City's electronic communication systems to include computer equipment and Internet access. Personal passwords are not an assurance of confidentiality. To ensure proper use of its electronic communications systems, the City will monitor their use. Management staff has the ability and will, with or without advance notice, monitor and view usage, including but not limited to employee email, voice mail, instant messages, text messages, information and material transmitted, received or stored using City systems and user Internet access and usage patterns to assure that the City's Internet resources are devoted to maintaining the highest levels of productivity, as well as proper use and compliance with this policy. The computer network is the property of the City and may be used only for City purposes.

J. Duty Not to Waste or Damage Computer Resources

- 1) Accessing the Internet: To ensure security and avoid the spread of viruses, Users accessing the Internet through a computer attached to the City's network must do so only through the City's Internet provider, which has an Internet firewall or other security device. Bypassing the City's computer network security by accessing the Internet directly by modem or other means is strictly prohibited.
- 2) Frivolous Use: Computer resources are not unlimited. Network bandwidth and storage capacity have finite limits, and all Users connected to the network have a responsibility to conserve these resources. As such, the User must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, playing games, sending / receiving mass mailings, chain letters and jokes, spending excessive amounts of time on the Internet, engaging in online chat groups, uploading or downloading files, accessing streaming audio and/or video files, or otherwise creating unnecessary loads on network traffic associated with non-business-related uses of the Internet.
- 3) Virus Detection: Files obtained from sources outside the City, including disks brought from home, files downloaded from the Internet, newsgroups, bulletin boards, or other online services, files attached to email, and files provided by customers or vendors, may contain dangerous computer viruses that may damage the City's computer network. Users should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-City sources, without first scanning the material with City software. If you suspect that a virus has been introduced into the City's network, notify your Department Director immediately.

K. Disclaimer

The Internet is a worldwide network of computers that contain millions of pages of information. Users are cautioned that many of these pages include offensive and sexually explicit materials. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. Users accessing the Internet do so at their own risk and the City of Bastrop is not responsible for the content of material viewed or downloaded by users from the Internet. To minimize these risks, your use of the Internet at the City of Bastrop is governed by this policy.

SECTION 2: SOCIAL MEDIA

A. Policy

An employee's use of social media, both on-duty and off-duty, must not interfere or conflict with the employee's duties or job performance, or reflect negatively on the City or violate any City policy.

The intent of this policy is to regulate the creation and distribution of information concerning the City, its employees, public officials, and citizens through electronic and social media. Protecting the City's reputation and ensuring that a person's communications with people outside the City not only reflects positively on the person as an individual, but also as a representative of the City.

Personal use of the internet is a privilege and carries responsibilities requiring ethical and responsible use. While every person has the right of free speech under the First Amendment, not all speech by a public employee or official falls within the protection of the First Amendment. Employees and public officials may comment on issues of general or public concern (as opposed to personal grievances) so long as the comments do not disrupt the workforce, interfere with important working relationships or efficient workflow, or undermine public confidence in the City. While any comments must be evaluated on a case-by-case basis, this policy establishes general guidelines for City employees and public officials.

The City may monitor the access, use and postings to the internet, including from personal computers, to ensure compliance with City policies, support the performance of investigations, assist management of electronic communications systems, and for all other lawful purposes. The City expects all employees and officials to follow the guidelines contained in this policy when posting information on the internet, regardless of if it is done during or after work hours.

The policy covers all social media, networking, blogging, journaling, instant messaging, and video posting sites, as well as City owned electronic networks or devices ("Social Media").

B. Use of City Equipment

No use of any Social Media is considered private or confidential even if it is password protected or otherwise restricted. Any person using a city-owned computer, cell phone, or other internet-equipped electronic device has no expectation of privacy. The City reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed, or received through its electronic communication systems or equipment at any time.

C. Other City Policies Apply

This policy should be read and interpreted in conjunction with other City policies, including but not limited to, policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior and the City's Electronic Communications and Systems Access Use policy. Violations of the Social Media Policy may lead to employee disciplinary action. The City provides an effective system for employee complaints "off-line" through the Handbook without resorting to social media.

For appointed and elected officials, the City Council may take any actions available in accordance with the law, including public reprimand or censure.

D. Employee Guidelines

- 1) Any discussion or posting of public information on the internet in any site, must comply with the City's guidelines (as listed herein), regardless of where the posting is conducted, in accordance with state and federal law on the use of social media by public officials, including but not limited to the Public Information Act and the Open Meetings Act.
- 2) Posting of information of a personal nature on the internet by employees is prohibited during work hours. Employees are not permitted to engage in social networking of a personal nature while using any of the City's electronic resources.
- 3) Never disclose any confidential information concerning another employee of the City in any posting.

Posting of confidential information may violate law and subject the individual posting the information to criminal penalty.

- 4) Never disclose personal information about a City resident or customer in any posting.
- 5) Never disclose any confidential information concerning an economic development project in any posting. Posting of confidential information violates policy and may subject the individual posting the information to disciplinary action.
- 6) Do not engage in social networking of a personal nature while using any of the City's electronic resources, including posting any comments or material that promote or endorse a political campaign or candidates.
- 7) Do not provide information or documents regarding City business in a posting or in response to a posting. All requests for City documents must be processed through the Public Information Act.
- 8) Employees must abide by all federal and state law as well as City policies with regard to information posted and transmitted through the internet.
- 9) If the employee's personal social networking includes any information related to the City, the employee must make it clear to the readers that the views expressed are the employee's alone and not reflective of the City's views.
- 10) Employees are encouraged to act responsibly on and off duty, and to exercise good judgment when using social media.
- 11) Respect co-workers and the City. Do not post any information and/or pictures on the internet which may defame, embarrass, insult, demean, or damage the reputation of the City or its employees.
- 12) Do not put anything on social media, networking, blogging, journaling, instant messaging, and video posting sites that may constitute a violation of the City's harassment policy.
- 13) Do not post any pornographic pictures of any type which could identify you as an employee of the City.
- 14) Do not post pictures of yourself or others containing images of City Uniforms or insignia, City logos, City equipment or City worksites, unless you are posting them on an official City website as part of your job duties and in conformance to the existing policies.
- 15) Do not post information on the Internet which could adversely impact the City or an employee of the City.
- 16) Do not permit or fail to remove postings violating this policy even when placed by others on your personal social media, networking, blogging, journaling, instant messaging, and video posting sites. Recognize that postings, even if done off premise, could have an adverse effect on the City's legitimate business interests.
- 17) Any social media presence on behalf of the City or representing the City or any City Department must be requested by the associated Department Director. The requesting Department Director as well as the employee assigned to create and monitor said social media presence shall be held responsible for all content appearing on the requested social media sites.
- 18) Individual supervisors or elected officials do not have authority to make exceptions to these guidelines.

E. City Use of Social Media

The City of Bastrop encourages the use of social media to further the goals of the City and the missions of its departments when and where appropriate. It also supports the use of social media to reach broader audiences and to strengthen the connection between City government and the community. Accordingly, the City may from time to time use social media to distribute information and photos that are relevant,

timely, and informative. Whenever possible, links should direct users back to the City's official website for in-depth information, forms, documents, or on-line services necessary to conduct business with the City.

Only designated City employees will be allowed to post or distribute information on the City's social media sites. Department Directors will approve designated employees. The Assistant City Manager of Community Engagement shall monitor content of each social media site to ensure adherence to appropriate use, message, and branding consistency as outlined in the City's Social Media Policy. The Assistant City Manager of Community Engagement will notify the City Manager (or designee) and appropriate Department Director in the event of possible misuse of any City social media accounts.

As a general rule social media may be used to communicate the following to the public:

- 1) Event announcements and reminders
- 2) Updates on issues such as ordinances or actions by the City Council
- 3) Road construction and repairs and traffic detours
- 4) Photos of community events and City projects
- 5) Emergency information
- 6) Information about City facilities and services
- 7) Illustrate the beauty of Bastrop and the surrounding area.

F. Corrections

Erroneous information, either posted or distributed, needs to be corrected as soon as possible. Serious errors are to be brought to the attention of the City Manager upon discovery.

G. User Comments

Users and visitors to City social media sites shall be notified that the intended purpose of the site is to serve as a mechanism for communications between the City departments and the public, and that posted comments will be monitored. Any comment posted on a City social media site by a member of the public is not an opinion of the City. The City reserves the right to remove inappropriate comments and comments which violate this Policy or applicable law, which may include but are not limited to:

- 1) Comments not related to the post for which they are made, is off topic or is not within the scope of responsibility of the City of Bastrop (or the specific departmental page).
- 2) Abusive, profane, or vulgar language or content.
- 3) Comments which reflect personal attacks about the character or personality of a person or insults of any kind.
- 4) Solicitations of commerce or endorsements of products, services, organizations, or other entities.
- 5) Comments containing personal identifying information or sensitive personal information.
- 6) Sexual content or links to sexual content.
- 7) Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regards to public assistance, national origin, physical or mental disability, or sexual orientation.
- 8) Comments which refer to or encourage illegal activity or which incite violence.

- 9) Information that may tend to compromise the safety or security of the public or public systems.
- 10) Content that violates a legal ownership of property or infringes on a copyright or patent.
- 11) Comments that promote or endorse a political campaign or candidates.

Persons may be banned from the City's Social Media pages if, after appropriate warning and removal of posts, they continue to act contrary to these rules.

SECTION 3: RECORDS RETENTION

Social media sites contain communications sent to or received by the City and its employees and public officials, and such communications are therefore public records subject to the Texas Public Information Act. Retention requirements apply regardless of the form of the record. The City shall endeavor to preserve records pursuant to a relevant records retention schedule prescribed by state law for the required retention period in a format which preserves the integrity of the original record and is accessible.

SECTION 4: CELL PHONE USE IN THE WORKPLACE

The City recognizes that many employees bring cell phones to work. Cell phones may belong to the employee or be provided for the employee's use by the City. Employees may not use personal cell phones, including those with a texting, camera and/or video playing capability during work time. Employees who use cell phones to violate City policy, including the City's Sexual and Other Unlawful Harassment Policy, will be subject to disciplinary action.

City-issued cell phones shall be for business use. The employee is responsible for the cell phone issued. If the employee loses or damages the cell phone, the employee may be subject to appropriate disciplinary, legal, or remedial action. City-issued cell phones are the property of the City and must be treated, used, and safeguarded as such. If the employee damages or loses a City-issued cell phone, the employee must notify the employee's supervisor immediately.

Users do not have any right or entitlement to the issuance or use of a City-issued cell phone, even if their job duties or responsibilities require the use of a mobile device. Department Directors or their designees may, at their discretion, choose not to provide a mobile device for users employed in or for whom compensation is paid by their respective department.

Except in emergency circumstances, employees should not use a cell phone while operating a motor vehicle, including both making and receiving phone calls and texting.

All employees must, when asked by the City, consent to a request to provide the City access to all City issued cell phone and text message records used for City business purposes. City information and all data stored or residing on a City-issued cellular phone remains the property of the City and the City may engage in monitoring efforts. Employees using City-issued cell phones have no expectation of privacy in cell phone calls, pictures, or text messages on these phones. Limited personal use of a City issued cell phone is permitted, however, may be subject to the Public Information Act. In accordance with the Public Information Act, a current or former officer or employee of the City does not have, by virtue of the officer's or employee's position or former position, a personal or property right to public information the officer or employee created or received while acting in an official capacity.

SECTION 5: PUBLIC INFORMATION ACT

Employees are advised that records related to calls, text messages, pictures and videos made and received may be subject to the Public Information Act. Information related to telephone numbers called, length of call, and time and date of call as well as the text message, picture, and video itself may be obtainable through the Texas Public Information Act, except in narrowly defined circumstances.

The City will not require any employee to use their own personal devices for City business. Employees using such devices should remain aware that using personal devices on City business could potentially expose their personal records to public scrutiny or legal subpoena. In addition, texts used for business may be official records and are required to be saved according to the City's Record Retention Schedule, even when it is difficult to do so. Deleting a public document that should have been kept, even a text on a personal device, may constitute a misdemeanor. As a result, City employees should not use text messaging or calls from personal devices to discuss work-related issues. Emails that are part of the City's system may be used from personal devices.

SECTION 6: PRESS RELEASES

All press releases shall be issued by Department Directors and approved by the City Manager.

CHAPTER 17: ALCOHOL / DRUG ABUSE

SECTION 1: ALCOHOL / DRUG ABUSE POLICY

The City of Bastrop recognizes that the best interests of the City, our citizens and our employees are best served by ensuring that our workplace remains free from abusers of alcohol and drugs. Allowing employees to attempt to work while under the influence of alcohol and/or drugs not only lowers employee morale and productivity, it also increases the probability of serious mistakes in our work, some of which could be life threatening. The object of our Alcohol and Drug Abuse Policy is to provide a safe and healthy workplace for all employees and comply with the Texas Worker's Compensation Act.

An employee may not use, possess, sell, distribute, transfer, purchase or be under the influence of alcohol (except under the limited circumstances described below), inhalants, illegal drugs, including drugs which are legally obtainable but which were not legally obtained, and prescribed or over-the-counter drugs which are not being used as prescribed or as intended by the manufacturer by employees at any time while on City premises, while on duty, while on City business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City owned or leased property or equipment. Employees must not report for duty or be on City property while under the influence of, or have in their possession while on City property, any drug defined below.

The use of alcohol by a City employee during a business lunch is prohibited even though the person with whom the employee is having lunch may be consuming alcohol. Further, an employee on duty or conducting City business, including City-related business entertainment, may not drive their own personal vehicle while under the influence of alcohol. No employee in their work-related capacity should ever be impaired because of the use of alcohol. City employees may not bring alcoholic beverages on City premises, including parking lots adjacent to City work areas, and may not store or transport alcohol in a City-owned or leased vehicle.

A. Permissive Use of Prescribed and Over-The-Counter Drugs

The legal use of prescribed and over-the-counter drugs is permitted while on City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment only if it does not impair an employee's ability to perform the essential functions of the job (or operate the vehicle, property or other equipment) effectively and in a safe manner that does not endanger the employee, citizens or other individuals in the workplace. Examples of impairment include, but are not limited to, drowsiness, dizziness, confusion, or feeling shaky.

As discussed above, the City may restrict an employee's activities while under the influence of prescribed or over-the-counter drugs. Furthermore, no employee is authorized to operate a motor vehicle for City business and/or City equipment while under the influence of any drug, which impairs the employee's ability to safely operate a vehicle and/or equipment, whether or not prescribed by a physician.

B. Prohibition Against Illegal and Unauthorized Drug-Related Paraphernalia

This policy prohibits the use, possession, distribution, and sale of drug-related paraphernalia while on

City premises, while on duty, while conducting City-related business or other activities off premises, while driving a City-owned or leased vehicle, or while operating or using other City-owned or leased property or equipment. Drug-related paraphernalia includes material and/or equipment designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing illegal or unauthorized drugs into the body.

C. Police Department Employees

Certain Bastrop Police Department employees may be required to be in possession of alcohol and/or drugs in carrying out their job duties. Such employees will be exempted from certain portions of this policy under certain limited conditions. Additional guidelines may be established by Police Department operating procedures.

D. Mandatory Disclosure by Employees

Employees taking prescription medication and/or over-the-counter medication must report such use to either their Department Director or to the City Manager if there is a reasonable likelihood the medication will impair the employee's ability to perform the essential functions of the employee's job (or operate a vehicle, property, or other equipment, if applicable) effectively and in a safe manner that does not endanger the employee, citizens, or other individuals in the workplace. Examples of impairment include, but are not limited to, slurred speech, drowsiness, dizziness, confusion, or feeling shaky.

E. On-Call Employees

Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee scheduled to be on call, and is called out, is governed by this policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called out is under the influence of alcohol or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

F. Violations of the Alcohol and Drug Abuse Policy

Violations of this policy may result in disciplinary action, up to and including termination. Employees who violate this policy may be required to participate in a substance abuse rehabilitation or treatment program. The Police and Fire Departments may have stricter disciplinary rules regarding violation of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Director of Human Resources to receive assistance or referrals to appropriate resources in the community.

G. Off-Duty Conduct

The City may take disciplinary action, up to and including termination, if an employee's off-duty use of or involvement with drugs or alcohol is damaging to the City's reputation or business, is inconsistent with the employee's job duties, or when such off-duty use or involvement adversely affects the employee's

job performance. Any employee reporting to work under the influence of illegal drugs or alcohol (.02 bac or higher) may be disciplined, up to and including termination.

H. Rehabilitation / Treatment Programs and Employee Insurance

- 1) It is the City's desire to assist employees who voluntarily request assistance with alcohol or drug dependency. For City support and assistance, however, an employee must acknowledge the problem and seek and accept counseling and/or rehabilitation before it impairs job performance and/or jeopardizes the employee's employment.
- 2) Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take a leave of absence to participate in a rehabilitation or treatment program. (An employee may not enroll in a rehabilitation or treatment program in lieu of disciplinary action.) The leave of absence may be granted in the City's sole discretion. Factors considered by the City in deciding whether to grant leave include: the length of the employee's employment with the City; the employee's prior work and disciplinary history; the employee's agreement to abstain from the use of the problem substance and follow all other requirements of the rehabilitation / treatment program; the reputation of the program and the likelihood of a successful outcome; the employee's compliance with City policies, rules, and prohibitions relating to conduct in the workplace; and the resulting hardship on the City due to the employee's absence. Unless otherwise required by law, it is the City's policy to grant such a leave of absence only once during the course of an employee's employment with the City.
- 3) The cost of any rehabilitation or treatment may be covered under the City's group health insurance policy. In any case, the employee is responsible for all costs associated with any rehabilitation or treatment program. Under certain conditions, treatment for substance abuse may be covered under the City's Family and Medical Leave Act Policy.
- 4) During time off for a City-approved rehabilitation or treatment program, the employee must use any available vacation leave, sick leave, compensatory time off, or other accrued paid leave time.
- 5) If the employee successfully completes the prescribed rehabilitation or treatment, the City will make reasonable efforts to return the employee to the prior position or one of similar pay and status. However, employment with the City following a City-approved leave for rehabilitation or treatment is conditioned on the following:
 - a) Initial negative test for drugs and/or alcohol before returning to work;
 - b) A written release to return to work from the City-approved rehabilitation or treatment facility / program;
 - c) Periodic and timely confirmation of the employee's on-going cooperation and successful participation in any follow-up or ongoing counseling, testing, or other treatment required in connection with the City-approved rehabilitation or treatment program, if applicable;
 - d) In addition to any testing required in connection with the employee's ongoing treatment or follow-up to treatment, all employees who participate in rehabilitation or treatment under this section will also be required to submit to periodic and/or random testing by the City during the two years following the employee's return to work following treatment;
 - e) The employee must sign a formal written agreement to abide by the above conditions, as well as any other conditions deemed appropriate by the Director of Human Resources. The employee must meet with the Director of Human Resources to discuss the terms of continued employment and sign a formal agreement before returning to work.

I. Education and Training Programs

The City does not offer or require participation in any drug and alcohol abuse education and training programs. However, various public and private facilities in our area offer such programs and affected employees are encouraged to seek assistance.

J. Drug Testing

The City reserves the right to require drug testing as a condition of employment or continued employment for certain safety and security sensitive positions. Testing may include one or more of the following: urinalysis, hair testing, breathalyzer, Intoxilyzer, blood, or other generally accepted testing procedures. The City may require any employee who is involved in a work-related accident to submit to testing, when reasonable suspicion exists. Persons refusing testing shall be in violation of this drug abuse policy and subject to disciplinary action.

K. Testing of Applicants

All applicants to whom a conditional offer of employment has been made will be required to submit to testing for alcohol and illegal and unauthorized drugs. A positive test result, refusal to test, or attempts to alter or tamper with a sample or any other part of the test, will render the applicant ineligible for consideration of employment or future employment with the City.

L. Testing of Employees

- 1) Employees may be tested for alcohol and/or illegal and unauthorized drugs after a workplace injury or accident or “near miss,” when reasonable suspicion exists, or in connection with any required treatment or rehabilitation.
- 2) Police and Fire Department employees are also subject to any applicable Departmental rules and regulations regarding illegal and unauthorized drug and alcohol testing.
- 3) For purposes of this policy, reasonable suspicion is a belief based on articulable observations (e.g., observation of alcohol or drug use, apparent physical state of impairment, incoherent mental state, changes in personal behavior that are otherwise unexplainable, deteriorating work performance that is not attributable to other factors, a work-related accident or injury, evidence of possession of substances or objects which appear to be illegal or unauthorized drugs or drug paraphernalia) sufficient to lead a supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Supervisors who refer an employee for reasonable suspicion testing must document the specific factors that support reasonable suspicion testing (e.g., the who, what, when, where of the employee’s behavior and other symptoms, statements from other employees or third parties, and other evidence supporting the reasonable suspicion testing).
- 4) Tests will be paid for by the City. To the extent possible, testing will normally be done during the employee’s normal work time.
- 5) Any employee who refuses to be tested, or who attempts to alter or tamper with a sample or any other part of the testing process, will be subject to disciplinary action up to and including termination.
- 6) A positive test result is a violation of the City’s Drug and Alcohol Abuse Policy and may result in disciplinary action up to and including termination. Any employee who is terminated for violation of

the City's Drug and Alcohol Abuse Policy is ineligible for future employment with the City.

- 7) The City has additional obligations when testing for controlled substances and alcohol for those employees regulated by the United States Department of Transportation (hereafter called DOT). Please see the City's Drug and Alcohol Policy for DOT Employees for additional information.

M. Testing Procedures

- 1) All testing must normally be authorized in advance by both the employee's Department Director and the Director of Human Resources. If the Department Director is unavailable within a reasonable period of time, the Director of Human Resources may, with sole discretion, authorize the testing of an employee. If the Director of Human Resources is unavailable within a reasonable period of time, the Department Director may, with sole discretion, authorize the testing of an employee. For reasonable suspicion testing, testing may not be authorized without the supervisor's documentation of the articulable factors which led the supervisor to suspect that the employee is under the influence of illegal or unauthorized drugs or alcohol. Testing should be arranged as soon as possible after the supervisor's articulable observations.
- 2) If an employee's conduct resulted in a workplace accident, injury or "near miss," or reasonable suspicion exists to believe that the employee has violated the City's Drug and Alcohol Abuse Policy, the employee will be provided with transportation to the testing facility. A supervisor or other designated City representative may be required to stay with the employee during the testing process. The City may, in its discretion, reassign the employee or put the employee on administrative leave until the test results are received. The City will make arrangements to have the employee transported home after the testing.
- 3) All substance abuse testing will be performed by an approved laboratory or healthcare provider chosen by the City. All positive test results will be subject to confirmation testing.
- 4) Test results will be maintained in a confidential file separate and apart from the employee's personnel file. Any medical-related information will be confidential and accessible only by the Director of Human Resources; supervisors and managers on a need to know basis, including those who have a need to know about necessary restrictions on the work or duties of an employee and any necessary accommodation; first aid and safety personnel when appropriate; government officials; insurance companies as may be necessary to provide health or life insurance to employees; by court order or as otherwise legally mandated; and as necessary to protect the interests of the City.

SECTION 2: DRUG and ALCOHOL POLICY FOR DOT EMPLOYEES

A. Employees / Applicants Subject to Testing

City employees who drive a commercial motor vehicle (CMV) requiring a Commercial Driver's License (CDL) as part of their job duties are subject to alcohol and drug testing as required by the DOT and the Federal Motor Carrier Safety Administration and as outlined in this policy. The employee's supervisor or the Director of Human Resources will advise the employee if the employee is subject to DOT testing and the terms of this policy. Employees who are not required by DOT to hold a CDL are not subject to this policy. Applicants for employment for a position requiring a CDL are also subject to testing under this

policy.

Employees covered by this policy are also required to comply with the City's Drug and Alcohol Abuse Policy. In other words, this DOT Drug and Alcohol Policy is in addition to, not in lieu of, the provisions of the City's general Drug and Alcohol Abuse Policy. The DOT tests will be completely separate from non-DOT tests in all respects. The DOT tests take priority and will be conducted and completed before a non-DOT test is begun. All drug and alcohol testing performed under this DOT Policy will comply with applicable DOT procedures. If this policy conflicts with DOT regulations in any way, the DOT regulations will govern.

Any person, agent, or representative of the City of Bastrop who performs in a safety sensitive position as a driver, maintenance person, or other persons who holds a CDL and who may or may not drive during any time of the year but are "on-call" to do so. As applied in the regulations, "employee" and "applicant for employment" have the same meaning for the purpose of these requirements. Employee, covered employee, "individual" or "individual to be tested" have the same meaning for the purposes of these regulations. Any contractor or subcontractor performing work on behalf of the City is also expected to comply with this policy.

The Director of Human Resources will assist Department Directors in identifying covered positions. Police and Fire positions are exempt from these requirements.

B. Prohibited Alcohol Use

1) On-duty and Pre-duty Use:

Reporting for, or remaining on, duty requiring the performance of safety-sensitive functions is prohibited under the following conditions:

- a) While having a breath alcohol concentration of 0.04 or more as indicated via breath test;
- b) While using alcohol; or
- c) Within 4 hours after using alcohol.

2) Use Following an Accident:

An employee required to take a post-accident alcohol test pursuant to this policy is prohibited from using alcohol for eight (8) hours following the accident, or until undergoing a post-accident alcohol test, whichever occurs first.

C. Prohibited Drug Use

Illicit use of drugs by safety sensitive drivers is prohibited both on and off duty. An employee may not report for duty or remain on duty when using or after use of any controlled substances, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the employee that the substance will not adversely affect the employee's ability to safely operate a CMV. An employee may not report for duty, remain on duty, or perform a safety sensitive function if the employee tests positive for controlled substances or has adulterated or substituted a test specimen.

D. Required Alcohol and Drug Tests

The United States Department of Transportation (DOT) requires the following testing for covered drivers: pre-employment, post-accident, random, reasonable suspicion, return-to-duty, and follow-up testing. Before conducting any required DOT testing, the City will notify the driver that the alcohol or drug test is required by DOT regulations.

1) Pre-Employment Testing:

Drug and alcohol tests will be conducted after a conditional offer of employment is made, but before actually performing safety-sensitive functions for the first time. These tests are also required when employees are promoted, demoted, or transferred into a safety sensitive driver position.

2) Post-Accident Testing:

Drug and alcohol tests will be conducted after accidents in which the driver's performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation. Post-accident testing must be conducted as soon as practicable on all surviving drivers following an occurrence involving a CMV operating on a public road in commerce, as follows:

- a) When the employee is issued a moving traffic violation citation and one or more of the vehicles involved is disabled and must be towed from the scene;
- b) When the employee is issued a moving traffic violation citation and any person involved in the accident is injured to the extent that the person requires and receives immediate medical treatment away from the scene of the accident; or
- c) In an accident involving a fatality, testing will be performed on anyone who was performing safety sensitive functions with respect to the vehicle.

An employee subject to post-accident testing must remain readily available for such testing or will be deemed by the City to have refused to test. Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care.

In post-accident situations, the City may substitute a blood or breath alcohol test for a urine drug test, so long as the test is performed by state or local law enforcement officials using procedures required by their jurisdictions, provided such test results are received directly from the local jurisdiction or the driver. A positive post-accident test administered by law enforcement will result in the same action as a positive post-accident test performed at the City's behest.

a) Post-Accident Alcohol Testing

If alcohol testing cannot be administered within 2 hours of one of the above listed occurrences, a written statement explaining why the alcohol test was not promptly administered must be

provided to the Director of Human Resources by the appropriate supervisor. If alcohol testing cannot be administered within 8 hours after the occurrence, the City will cease attempts to administer an alcohol test and document the reasons the alcohol test was not administered. This report must be promptly forwarded to the Director of Human Resources.

b) Post-Accident Drug Testing

A driver will be drug tested as soon as practicable but not later than 32 hours after one of the above listed occurrences. If the driver is not drug tested within 32 hours, the appropriate supervisor must prepare a report documenting the reason why and promptly forward the report to the Director of Human Resources.

3) Reasonable Suspicion Testing:

Reasonable suspicion drug and alcohol testing is conducted when a trained supervisor has reason to believe that an employee is in violation of this policy. The reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee; the observations may also include indications of the chronic and withdrawal effects of controlled substances. The supervisor must consult with the Department Director (or designee) and affirm the basis of the suspicion. If the Department Director concurs, the employee will be required to undergo testing only after consultation with the Director of Human Resources. A written report of the reasonable suspicion observations must be prepared by the supervisor(s) who made the observation within 24 hours of the observed behavior or before the results of tests are released, whichever is earlier. This report must be promptly forwarded to the Director of Human Resources.

a) Reasonable Suspicion Alcohol Testing

Reasonable suspicion alcohol testing is permitted only if the reasonable suspicion observation is made during, just before, or just after, the period of the workday the employee is required to be in compliance with this policy. An employee may be directed to undergo reasonable suspicion testing only while the employee is performing, just before performing, or just after performing, safety sensitive functions. If alcohol testing cannot be administered within 2 hours after the reasonable suspicion observation, a written statement that explains why the alcohol test was not promptly administered must be given to the Director of Human Resources. If alcohol testing cannot be administered within eight (8) hours after the observation, the City will cease attempts to administer an alcohol test and the appropriate supervisor must immediately document the reasons that the alcohol test was not administered; this report must be promptly forwarded to the Director of Human Resources.

Notwithstanding the absence of a reasonable suspicion alcohol test under this policy, an employee may not report for duty or remain on duty requiring the performance of safety sensitive functions while the employee is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse. In such instances, the employee will not be permitted to perform or continue to perform safety sensitive functions until:

- (1) An alcohol test measures the employee's alcohol concentration at less than 0.02; or

(2) Twenty-four (24) hours have elapsed since the reasonable suspicion observation was made.

4) Random Testing:

Drivers are selected for random, unannounced drug and alcohol testing using a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with the employee's Social Security number, payroll identification number, or other comparable identifying numbers. Each driver subject to this policy will have an equal chance of being tested each time random selections are made. The number of drivers randomly selected will be in accordance with applicable DOT regulations. Each driver randomly selected for testing will be tested during the selection period. Dates and times for random testing are unannounced and spread reasonably throughout the calendar year. Each driver selected for random testing must proceed to the test site immediately after notification; if, however, the driver is performing a safety-sensitive function, other than driving a CMV, at the time of notification, the City will instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible. A driver will be randomly tested for alcohol just before, during, or just after performing, safety sensitive functions; random testing for drugs does not have to be conducted in immediate time proximity to performing safety sensitive functions.

- a) An alcohol test measures the employee's alcohol concentration at less than 0.02; or
- b) 24 hours have elapsed since the reasonable suspicion observation was made.

5) Return-to-Duty and Follow-Up Testing

Return-to-duty tests are conducted when a driver who has violated DOT's prohibited drug and alcohol standards returns to performing safety sensitive duties. Follow-up tests are unannounced, and at least 6 tests must be conducted in the first 12 months after a driver returns to duty; follow-up tests may be extended for up to 60 months following a driver's return to duty. Drug tests must be negative and alcohol tests must demonstrate a breath alcohol level of less than 0.02. The driver will pay all costs associated with return-to-duty testing. When applicable, the City will follow all applicable DOT regulations in requiring return-to-duty and follow-up testing. The City is not, however, required to hire an applicant or continue the employment of a driver who has violated DOT drug and alcohol regulations, or this policy and it is the policy of the City not to do so. Thus, return-to-duty and follow-up tests are generally applicable only for those seeking assistance as set out below and, based on individual circumstances, for those who may have had an alcohol concentration of 0.02 or greater, but less than 0.04.

6) Refusal to Test

An employee who refuses to be tested in any of the above circumstances, who obstructs the testing process, or who tampers / alters a specimen, will not be permitted to perform, or continue to perform safety sensitive functions and will likely be terminated. An applicant who does one of these prohibited acts will not be hired. Except in the case of pre-employment testing, a refusal to test includes the failure to appear for testing within a reasonable time, as well as failure to remain at the testing site until the testing process is complete. Failure to test also includes the failure to provide the required sample with no adequate medical explanation, and the failure to cooperate with any part of the testing process (e.g., refusing to empty pockets when asked to do so, behaving in a confrontational way that

disrupts the collection process, or failure to undergo a medical exam or evaluation as directed by the physician medical review officer (MRO) as part of the verification process).

7) Additional Information About Alcohol Testing

a) Consequences of a Positive Alcohol Test

An employee who is tested and has an alcohol concentration of 0.04 or greater will be removed from safety sensitive functions and may be terminated. An employee who is tested and has an alcohol concentration of .02 to .039 will not be permitted to perform safety sensitive functions for a minimum of 24 hours and will be disciplined, up to and including termination. If not terminated, then the employee will receive a mandatory referral to a substance abuse professional. Any non-compliance with the treatment recommendations of the substance abuse professional will result in disciplinary action, up to and including termination. (The employee will be placed on administrative leave without pay during the treatment period. That employee may use accrued sick leave during the treatment period.)

b) Alcohol Testing Procedures

A trained breath alcohol technician will conduct alcohol tests. If the alcohol concentration is 0.02 or greater, a second confirmation test will be conducted in accordance with DOT regulations, the results of which will determine any actions taken. Any result of less than 0.02 alcohol concentration is considered a “negative” test. The second, confirmation test results determine if the employee is in violation of this policy. Testing procedures that ensure accuracy, reliability and confidentiality of test results will be followed pursuant to DOT regulations.

8) Additional Information About Drug Testing

a) Drug Testing Procedures

Drug testing is conducted by analyzing a driver’s urine specimen at a lab certified by the U.S. Department of Health and Human Services. The driver provides a specimen in a location that affords privacy, and the “collector” seals and labels the specimen, completes a chain of custody document, and prepares the specimen and accompanying paperwork for shipment to a drug-testing lab. “Split” urine specimens provide drivers with an opportunity for a second test, if needed. If the driver challenges the validity of the test, then the employee has 72 hours to request that the split specimen be sent for testing to another certified lab approved by the City’s Director of Human Resources. The second test will be at the driver’s own expense.

b) Department of Transportation requires testing for the following drugs:

- Marijuana (THC)
- Cocaine
- Amphetamines
- Opioids (natural, synthetic, and semi-synthetic)
- Phencyclidine (PCP).

A screening test is performed first. If it is positive for one or more of these drugs, then a confirmation test is performed. Whenever the terms “drug,” “drugs” or “controlled substances” are used in this policy, they refer to the substances listed above. The City will not test for any other substances under this policy. The City may, however,

- (1) test for other controlled substances pursuant to its general Drug and Alcohol Abuse Policy;
or
- (2) modify the list of DOT’s tested drugs at the direction of DOT.

c) Review of Drug Test Results

All positive drug test results are reviewed and interpreted by a physician medical review officer (MRO) before they are reported to the City. If the lab reports a positive result to the MRO, the MRO will contact the driver (either in person or by phone) and will conduct an interview to determine if there is an alternative medical explanation for the drug(s) found in the driver’s urine specimen. If the driver provides appropriate documentation and the MRO determines that it is a legitimate medical use of the prohibited drug(s), the drug test result is reported as a negative to the City.

d) Consequences of a Positive Drug Test.

A driver will be removed from safety sensitive duties and placed on administrative leave if the test returns a positive for drugs. The removal cannot take place until the MRO has interviewed the driver and determined that the positive test resulted from the unauthorized use of a controlled substance. A confirmed positive drug result will result in termination of employment.

9) Confidentiality

Test results may be released only to the driver, designated City officials, a substance abuse professional, laboratory officials or a medical review officer. Records will also be made available to a subsequent employer or other identified person upon the driver’s specific written request. Test results will not be released to others except as required by law or expressly authorized in the applicable DOT regulations (e.g., the decision maker in a lawsuit, appeal or administrative proceeding initiated by or on behalf of the driver and arising from a positive DOT drug or alcohol test or refusal to test; this includes workers’ compensation and unemployment proceedings.) All test results will be kept in a confidential file by the Director of Human Resources. Management and supervisory personnel who are authorized to have access to alcohol and drug testing results must maintain complete confidentiality regarding this information. City employees who make a reasonable suspicion observation or who witness an accident must also maintain confidentiality. Breach of confidentiality relating to test results, or any other related matters, will likely result in disciplinary action, up to and including termination.

10) Information from Prior Employers

For new hires, promotions and transferred employee-drivers seeking to perform safety sensitive functions for the first time, the City is required, with the driver’s written consent, to obtain information

from previous employers regarding alcohol test results of 0.04 or greater, verified positive drug test results, refusals to test (including verified adulterated or substituted drug test results), and any other violation of DOT drug and alcohol testing regulations within the two years prior to the date of the driver's application, promotion or transfer. Affected individuals must sign a Breath Alcohol and Drug Testing Results Request. The City will obtain and review the information before allowing the person to perform safety sensitive functions. If the City receives any such information about an applicant-driver, the applicant will not be hired; if such information is received about an employee seeking promotion or transfer, the employee will not be promoted or transferred to the driver position and may also receive disciplinary action, up to and including termination. The City will maintain a written, confidential record of the information it obtains and/or the good faith efforts it made to obtain the information. This information will be retained for a minimum of three (3) years. The City will also ask if the person has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the driver applied for, but did not obtain, safety sensitive transportation work covered by a DOT agency drug and alcohol testing rules during the past 2 years. If the person admits to such conduct, the person will not be allowed to perform safety sensitive functions for the City. If the driver refuses to provide the City with the required written consent, the driver will not be permitted to perform safety sensitive functions and will likely be disciplined (up to and including termination of employment) if employed, or not hired if applying for employment.

11) Record Retention

The City will maintain and retain records under this policy as mandated by DOT regulations.

12) Notification to Applicants / Employees of Positive Test Results

The City will notify applicants of the results of a pre-employment drug test if the applicant requests such results within 60 calendar days of being notified of the disposition of the employment application. The City will notify an employee of the results of random, reasonable suspicion and post-accident drug tests if the test results are confirmed positive, and also which controlled substance(s) verified positive after the MRO confirms the positive. The City will also make reasonable efforts to contact and request each driver who tested positive to contact and discuss the results of their drug test with a MRO who has been unable to contact the driver. The City will immediately notify the MRO that the driver has been notified to contact the MRO within 72 hours.

13) Employee Admission of Drug / Alcohol Use

An employee who admits to alcohol misuse or drug use must do so in accordance with the City's general Drug and Alcohol Abuse Policy; provided, however, the employee may not self-identify in order to avoid the testing requirements of this DOT policy. Further, the employee must make the admission prior to performing a safety sensitive function, i.e., prior to reporting for duty. The employee may not perform a safety sensitive function until the City is satisfied that the employee has been evaluated and has successfully completed educational or treatment requirements in accordance with the City's general Drug and Alcohol Abuse Policy. A drug and alcohol abuse evaluation expert, i.e., an EAP professional, a substance abuse professional or a qualified drug and alcohol counselor, will determine successful completion. Prior to the employee performing safety sensitive functions, the employee must undergo a return to duty alcohol test with a result of less than

0.02 and/or a return to duty drug test with a negative test result.

14) Safety Sensitive Functions

For purposes of this policy, safety sensitive function or duty means all the time from the time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. Safety sensitive functions / duties include:

- a) All time at a City, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the City;
- b) All time inspecting equipment as required by applicable DOT regulations or otherwise inspecting, servicing, or conditioning any CMV at any time;
- c) All time spent at the driving controls of a CMV in operation;
- d) All time, other than driving time, in or upon any CMV;
- e) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- f) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

15) Transportation to Testing Site

With the exception of pre-employment and random testing, employees will be driven to the testing facility by a supervisor. The supervisor will remain with the employee during the testing process. The City will make arrangements to have the employee transported back to the City or home, as appropriate, after the testing is complete.

16) Questions

Anyone with questions regarding this policy should contact the Director of Human Resources.

CHAPTER 18: MISCELLANEOUS PROVISIONS

SECTION 1: PROPERTY CONTROL

- A. Department Directors shall insure that property under their control is properly safeguarded, accounted for, and administered. The City Manager shall maintain or delegate the maintenance of an up-to-date inventory of all City property. All acquisitions, disposals, or transfers of property shall be reported to the City Manager or the designated representative of the City Manager by Department Directors.
- B. Postage, stationery, office supplies, tools, vehicles, and equipment purchased and owned by the City are to be used only in the conduct of City business. No City employee shall use such items in the conduct of the employee's personal business.
- C. Employees shall only utilize City reproduction copiers, cameras, video cameras, computers, printers, or similar equipment for City business unless reimbursement is made for said use in accordance with established guidelines and procedures.

SECTION 2: CITY PURCHASE ORDER SYSTEM

No purchases shall be made in the name of the City by any employee except by following the procedures outlined in the City of Bastrop Purchasing Policy or as approved by the City Manager. Unauthorized purchases become the personal financial responsibility of the employee.

SECTION 3: EMPLOYEE SAFETY

The City is interested in all employees' safety and well-being. Accordingly, the City has developed the City of Bastrop Safety Manual (hereafter "Safety Manual") to include all safety rules and regulations. Department Directors shall be responsible for preparing and promulgating safety rules and procedures applicable to all personnel and operations under their control. Each employee is required to comply with all safety rules and procedures set forth by the City Safety Manual, the State, and Federal agencies and to exercise caution in all work activities. It is the obligation of all employees to promptly report any unsafe act or condition, in writing, to the appropriate supervisor or Department Director.

From time-to-time employees will be trained on safety procedures in an effort to increase awareness of the importance of safety on the job. Employees can prevent accidents and injuries by following the safety rules of the job, by remaining alert, and by **THINKING SAFETY** at all times.

It is the policy of the City of Bastrop to investigate all work-related accidents or incidents that result in or could potentially have resulted in injury or property damage.

SECTION 4: BREAKS

It is the policy of the City to provide employees with breaks as authorized by an employee's immediate supervisor during the course of each workday.

A. Work Break

With the exception of Public Safety Employees, employees may, depending on individual departmental work schedules and the discretion of the supervisor, take up to two (2) fifteen (15) minute paid breaks during the course of each workday. One (1) break is to be taken the first part of the workday and the second during the latter part of the workday. Breaks shall be taken at convenient times without leaving an employee's duties or telephone unattended.

Part-time employees who work a minimum of four (4) hours per day may, depending on individual department work schedules and at the discretion of their supervisor, take one (1) fifteen (15) minute paid break each day.

Breaks are not to be considered an employee's right, but a privilege. Breaks may not be combined or accumulated for later use or take precedence over the work situation on any given day. Time spent on breaks will be compensated as hours worked. An employee is expected to be punctual in starting and ending breaks and will be subject to disciplinary action for tardiness. These employee break times are the only time allowed for smoke breaks during the day. Public safety employees do not have designated breaks.

B. Meal Break

Employees (excluding most Police and Fire Department employees) are normally provided an unpaid meal break near the middle of the workday. Supervisors will provide employees with the starting and ending times for their specific meal periods. Lunch periods shall not exceed one (1) hour in length except as authorized for business lunches in which case the employee shall return to work within a reasonable time upon completion of the business lunch. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period.

C. Lactation Break

Nursing mothers will be provided with reasonable unpaid break time to express breast milk for up to one (1) year after the birth of a child in accordance with applicable law. If an employee needs time beyond the usual lunch and break times, the employee may use vacation or make up time as approved by supervisor. Employees and supervisors are expected to agree, in advance, upon a break schedule and how the time will be counted or made up. A private room will be provided for nursing mothers to use. Employees who have a private office may use it if they prefer. The City will not discipline or discriminate against an employee because the employee has used her right to express breast milk under this policy. Any employee wishing to use this break time and a specific area needs to inform the City as soon as possible so the City may make adequate reasonable accommodations.

D. Supervisor Responsibility

Supervisors are responsible for scheduling the time for employee work, meal, and lactation breaks and should take into consideration the workload and nature of the job performed. Whenever necessary, the supervisor may change the frequency and length of work breaks.

SECTION 5: TELEPHONE USAGE / CONTACT

A. Telephone Usage

Telephones should be answered promptly and courteously. Personal calls shall be limited so as not to interfere with City business.

B. Telephone Contact

- 1) All employees must provide a phone number (cell phone or land line) at which they can be reached during off-duty hours.
- 2) No reimbursement shall be made to the employee for the City's use of such employee's private telephone to contact the employee regarding work related matters.
- 3) All employees must immediately notify supervision of any change in phone number(s), and provide a phone number for a secondary contact, i.e., spouse, parent.

SECTION 6: USE OF CITY EQUIPMENT and FACILITIES

The use of City equipment and facilities for private use is prohibited without prior approval of the City Manager. Under no circumstances shall City equipment or facilities be used, loaned or rented without this approval.

SECTION 7: PROFESSIONAL MEMBERSHIPS and SUBSCRIPTIONS

The City will participate in the cost of professional memberships and subscriptions for employees applicable to their positions; provided the necessary funds are available. Requests for memberships and subscriptions must be approved by the City Manager prior to participation.

SECTION 8: TOBACCO USE

The City's policy is to provide a smoke and tobacco free workplace. Smoking or other use of tobacco products (including, but not limited to, cigarettes, e-cigarettes or vaping devices, pipes, cigars, snuff, or chewing tobacco) is prohibited in City buildings, or outdoors within twenty-five (25) feet of any entrance utilized by employees or the public. Smoking and tobacco use is also prohibited in all City vehicles, in garages or around the entrances to buildings. Smoking is only allowed in designated smoking areas. Cigarette butts, cigar butts, or other traces of litter or tobacco use may not be discarded on the ground at any City facility, including parking lots.

SECTION 9: HEALTH / MEDICAL EXAMINATIONS / FITNESS FOR DUTY

The City strives to provide a safe work environment for all employees. It is the responsibility of each employee to maintain the standards of physical and mental health fitness required for performing the essential functions

of the position, either with or without reasonable accommodation.

A. Serious Health Condition / Disabilities

The City recognizes that employees with a potentially life-threatening and/or infectious illness or physical and/or mental disabilities may wish to continue to engage in as many of their normal pursuits as their condition allows, including their employment. As long as these employees are able to perform the essential functions of their job, with or without a reasonable accommodation, without creating an undue hardship on other employees, and medical evidence indicates that their condition is not a direct threat to themselves or others, the City will treat them consistently with other employees.

B. Medical Exams for Current Employees

The Director of Human Resources, or an employee's Department Director (with the prior written approval of the Director of Human Resources) may require a current employee to undergo a medical and/or psychological examination to determine fitness for continued employment, as may be necessary in order for the City to provide a reasonable accommodation; following an injury or accident; and as otherwise permitted in accordance with applicable laws.

C. Medical Information from an Employee's Doctor

In certain circumstances (e.g., FMLA Certifications), the Human Resources Department may require employees to provide medical information from their health care provider. In such cases, employees are to inform their health care provider not to provide any genetic information when responding to such request.

D. Genetic Information

In accordance with the Genetic Information Nondiscrimination Act (GINA), the City will neither request nor require genetic information of an employee or the employee's family member, except as specifically allowed by GINA. To comply with GINA, employees are directed not to provide any genetic information when responding to any City request for medical information.

E. Medical Records

Medical records and sensitive information regarding an employee's health will be kept confidential as required by law. Limited information may be provided to supervisors and managers, first aid and safety personnel, government officials, Texas Workers' Compensation Commission, and as necessary for insurance and other business-related purposes.

F. Return to Work / Fitness for Duty

Before returning to work following a medical and/or psychological examination under this policy, the employee must coordinate their return through Human Resources. An employee who misses work due to medical reasons may be required to provide a fitness-for-duty certification before returning to work,

describing whether the employee is released to perform all the essential functions of the job, or may require an accommodation that will permit the employee to perform the essential functions of the job. The appropriate City official and the employee will discuss what suggested accommodation(s) is reasonable in light of the particular circumstances of the employee's particular position.

G. Time Off From Work

Time away from work undergoing a City mandated fitness for duty examination will normally be coded to paid administrative leave, but may be retroactively changed to sick leave, Family Medical Leave Act leave, and/or other leave as circumstances warrant.

SECTION 10: DRESS, APPEARANCE and UNIFORMS

Employees must, at all times, dress appropriately and professionally and present a clean and neat appearance while at work and while representing the City or conducting City business. The City allows business casual dress in the workplace year-round, in accordance with this policy. Department Directors are strongly encouraged to allow their employees to participate in business casual dress, as practical. Department Directors and supervisors are responsible for enforcing this policy in their respective departments in order to maintain acceptable dress and appearance.

Professional business attire or a required uniform is to be worn when there is a need to present a more formal professional appearance for City Council meetings, other meetings, or special events. Employees must remember that they are professionals 100% of the time and are dressing for business, not for pleasure. Attire must always reflect a professional business attitude and presence.

Police and Fire Department employees are covered under Departmental policies regarding appropriate dress and appearance.

A. Standards for Business Casual Work Attire

- 1) Jeans and athletic shoes are not acceptable unless a special day is declared, or as specifically approved by the appropriate Department Director as work assignments dictate.
- 2) Sweatshirts, sweatpants, or shorts of any type are not acceptable unless a special casual wear or festive occasion is declared by City management, or shorts have been approved as part of the standard uniform.
- 3) "Croc" type shoes are not acceptable.

B. Inappropriate Work Attire

- 1) Provocative or revealing, low cut attire including body-hugging, see-through, or excessively tight fabrics (i.e., athletic attire). Leggings and tights are not acceptable unless worn with a shirt / blouse of an appropriate length;
- 2) Bare shoulders or tank tops;
- 3) Clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind;
- 4) Wrinkled, ripped, and tattered clothing;

- 5) Visible tattoos which could be deemed offensive.

C. Uniforms

The City supplies appropriate uniforms to certain Bastrop Power & Light, Fire, Police, Parks and Recreation, Public Works, and Water / Wastewater personnel. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained. The City will provide replacement uniforms, as necessary. Uniforms must be clean and neat. City-owned or authorized uniforms may not be used outside of work, for personal use or by any third party. City uniforms may be used by City employees in connection with outside employment only with the Department Director's prior written authorization.

Employees who are provided with uniforms are required to wear their uniforms when on duty and keep them in good, clean, and serviceable condition. No part of the uniform shall be worn by itself. An employee must wear the entire uniform when on duty. No part of the uniform shall be worn when off duty, except to and from work and City related events.

When an employee terminates, uniforms and any other City equipment which the employee possesses must be returned in good condition before final pay will be authorized. The cost of lost or damaged City property and unreturned uniforms will be deducted from the employee's final paycheck.

D. Enforcement

In all cases, the City will make the determination as to acceptable dress, appearance, and grooming. Employees should direct questions about appropriate appearance or dress to your supervisor, Department Director, or the Director of Human Resources.

Employees in violation of this policy may be sent home. Under such circumstances, nonexempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming or personal appearance violates this policy may be disciplined, up to and including termination.

The Department Director, with approval of the City Manager's office, may make departmental exceptions to this policy when deemed necessary for business reasons or implement a more restrictive dress and appearance policy.

SECTION 11: SEARCHES

The City may conduct unannounced searches or inspections of the work site, including but not limited to City property used by employees such as lockers, file cabinets, desks, and offices, computer and electronic files, social media sites, cell phones, text messages, whether secured, unsecured, or secured by a lock or password provided by the employee. If reasonable suspicion exists, the City may also conduct unannounced searches or inspections of the employee's personal property located on City premises, including vehicles parked on City parking lots.

All searches must be authorized and conducted under the direction of the Director of Human Resources and/or the City Manager. Employees who refuse to cooperate with a search may be subject to disciplinary

action up to and including termination.

SECTION 12: WEAPONS CONTROL and VIOLENCE PREVENTION POLICY

The City strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.

A. Zero Tolerance

This policy prohibits harassment, intimidation, threats, and violent behavior by or towards anyone in the workplace, that is in any way job- or City-related, that is or might be carried out on City-property, or that is in any way connected to the employee's employment with the City, whether the conduct occurs on-duty or off-duty. The City has a zero-tolerance policy for this type of misconduct.

B. Weapons Banned

Unless specifically authorized by the City Manager, no employee, other than a City licensed peace officer, shall carry or possess a firearm or other weapon on City property. Employees are also prohibited from carrying a weapon while on duty or at any time while engaging in City-related business. Prohibited weapons include firearms, long guns, clubs, explosive devices, knives with blades exceeding 5 ½ inches, switchblades, etc. Employees do not have an expectation of privacy and the City retains the right to search for firearms or other weapons on City property.

Employees licensed by State of Texas to carry a handgun may have a permitted weapon only on the City parking lot if it is locked in the employee's vehicle. Employees licensed to carry handguns must report to Human Resources their identity and license plate numbers of all vehicles that employee may park in City parking lots.

C. Mandatory Reporting

Each City employee must immediately notify their supervisor, Department Director, the Director of Human Resources and / or the Police Department of any act of violence or of any threat involving a City employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each City employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on City property, a City-controlled site or City job site, or when that behavior is in any manner connected to City employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify their Department Director and the Director of Human Resources.

D. Protective Orders

Employees who apply for or obtain a protective or restraining order which lists City locations as being protected areas must immediately provide to the Director of Human Resources and the City's Police Department a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. City employees must immediately advise their Department Director and the Director of Human Resources of any protective or restraining order issued against them.

E. Confidentiality

To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law.

F. City Property

For purposes of this policy, City property includes but is not limited to owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation centers, swimming pools, and parks.

G. Documentation

When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the Director of Human Resources and/or the Police Department.

H. Policy Violations

Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution.

SECTION 13: UNAUTHORIZED OR IMPROPER USE OF OFFICIAL BADGE OR UNIFORM

No City of Bastrop official or employee whose duties involve the use of a badge, identification card, uniform, or clothing insignia as evidence of authority or for identification purposes shall permit such badge, identification card, uniform, or insignia to be used or worn by another person who is not authorized to use or wear the same, nor permit the same to be out of the employee's possession without good cause or approval of the City Manager. Such badge, identification card, uniform, or insignia shall be used only in the performance of the official duties of the position to which they are related or as may be otherwise approved by the City Manager, and in compliance with State law.

SECTION 14: ARRESTS, CONFINEMENTS, and INDICTMENTS

A. Policy

City employees are subject to disciplinary action and/or job restrictions for violations of law. This policy applies to acts prohibited by law that result in charges being filed, arrest, confinement, indictment, and/or conviction, as well as to acts prohibited by law not resulting in charges filed, arrest, confinement, or indictment.

B. Procedure

1) Employee Notice of Felony and Misdemeanor Charges

Employees must immediately notify their supervisor and/or Department Director within twenty-four (24) hours if they are arrested, charged, indicted, convicted, receive deferred adjudication, or plead nolo contendere to any misdemeanor or felony. Failure to report these events in a timely manner may result in termination. Employees who do not drive as a part of their job duties with the City are not required to report minor traffic violations.

2) Employee Status after Alleged Violation of Law

At the time the employee's department is made aware of an employee's arrest or conduct constituting an offense, the Department Director shall consult with the Human Resources Director to determine available options which may include, but are not limited to:

- a) Allowing the employee to return to regular duty with pay;
- b) allowing the employee to return to restricted duty with pay;
- c) placing the employee on paid administrative leave;
- d) placing the employee on unpaid administrative leave; or
- e) terminating the employee.

C. Employee Status after Adjudication

Once the indictment or information is dismissed or fully adjudicated without trial, and if tried, until the trial and appeal (if any) are computed and all related administrative matters are completed, the Department Director will determine, in conjunction with Human Resources Director the status of the employee. An employee on administrative leave may, in the City's sole discretion, be reinstated to the position held before being placed on administrative leave (if available), if the indictment or information is dismissed, the employee is acquitted, or the conviction is reversed on appeal.

D. Disciplinary Action

Disciplinary action may be pursued concurrently or in place of the above options or imposed at a later date. Multiple violations of law or confinements within a prescribed time period may also result in disciplinary action.

E. Violations of Law Discovered through Criminal History Check

The City may conduct criminal history checks on existing employees at any time during their employment, for any reason. Conduct constituting an offense, arrest or conviction that is discovered may result in disciplinary action, up to and including termination.

F. Other Policies

This policy should not be construed to limit disciplinary action that may be taken in accordance with other personnel policies and procedures, department policies, or other City-wide policies.

Presentations

Receive presentation on the revised
Employee Handbook
(Submitted by: Tanya Cantrell,
Human Resources Director)



Special Thanks

- Zana Jones, Human Resources Generalist
- Rick Gullikson, Digital Media Specialist
- Council Members
- Department Directors
- Cristian Rosas-Grillet, Attorney at law, Bojorquez Law Firm

Employee Handbook Update

- Last revision completed in 2005.
- Updates to specific chapters were made over the years.
- Management and Department Directors conducted a comprehensive review in 2020.
- Human Resources incorporated changes.
- Texas Municipal Human Resources Association's Employee Handbook toolkit was utilized as a reference for mandated changes.
- City Manager Paul A. Hofmann completed his review in May 2021.
- City Attorney Cristian Rosas-Grillet completed his review in June 2021.

Chapter 1: Personnel Administration

- Introduction

A more welcoming introduction was incorporated.

- Section 1: City of Bastrop Mission

- Section 2: City Government Today

- Section 3: Council Meetings

Chapter 1: Personnel Administration

- Section 9: Personnel Administration
City Manager's right to delegate duties and overall authority on personnel decisions.

Chapter 2: Recruitment and Selection

- Section 1: Introduction:
Hires employees based on their knowledge, skills and abilities.
We do not discriminate.
Promote education and training in order to promote internally when possible.
- Section 3: Applications (City Portal)

Chapter 3: Equal Employment Opportunity

- Section 3: Americans With Disabilities Act
How to request accommodations.

Chapter 5: Employee Introductory Period

- Section 1: Introductory Period

Fire & Police Department changed from a one (1) year Introductory Period to six (6) months.

- Section 6: Extensions to Introductory Period

May be extended an additional six (6) months due to marginal performance for extenuating circumstances.

Additional training is warranted.

Absence from work for extended time did not permit an opportunity for adequate assessment of performance.

Chapter 6: Job Classification Plan and Compensation

- Section 2: Job Description

City's exclusive right to alter at any time due to major duty changes, technology, and service demands.

- Section 10: Overtime

Non-Exempt Employees (authorization from Supervisors)

- Section 14: Longevity

Proposing increase from \$3.00 to \$5.00 during budget process

Chapter 7: Performance Evaluations

- Section 1: Employee Performance Evaluations

Defined schedule for employees.

Directors not governed by schedule. The City Manager establishes a performance evaluation system for Director level positions.

Chapter 8: Attendance And Leave Benefits

- Section 1: Work Hours

Police: Fair Labor Standard Act (FLSA) states that employees engaged in law enforcement activities are required to be paid for overtime when they exceed 86 hours during a 14-day work period.

Fire: FLSA states that employees who engage in protection activities are required to be paid for overtime when they exceed 106 hours in a 14-day work period.

Chapter 8: Attendance And Leave Benefits

- Section 2: Holidays

Added the Floating Holiday effective FY22

- Section 3: Vacation Leave

Leave Accrual Tables for Employees & Firefighters added.

Regular Full-time is based on 40 hours a week.

Full-Time Firefighter is based on an average of 56 hours a week.

Chapter 8: Attendance And Leave Benefits

- Section 7: Military Leave

Call to duty: 15 days of paid leave

Eligible to utilize accrued leave if extended beyond 15 days.

Chapter 8: Attendance And Leave Benefits

- Section 8: Inclement Weather/Emergency Closing
Except for extraordinary circumstances, City offices DO NOT CLOSE.

Employees who determine that the weather conditions constitute a danger to life and/or property, must notify their immediate supervisor and utilize vacation time.

City Manager declares certain City offices/departments officially closed, all affected personnel will be granted “administrative leave”.

Chapter 9: Employee Conduct And Work Rules

- Section 3: Solicitations and Acceptance of Gifts Prohibited

Nothing accepted of value in excess of \$50.00

Employee must report any gift presented to them for appreciation to their supervisor, Human Resources, and the City Manager

Chapter 10: Discipline, Appeals, and Grievances

- Section 9: Appeals of Disciplinary Action
Director level and above have no right of appeal for any type of disciplinary action, including termination.

Chapter 12: Personnel Records

- Section 7: Confidentiality of Medical Information

Federal law requires that the City maintain all employee medical information in separate, confidential files.

Examples:

Note to justify an absence

Note to request a leave

Note to verify the employee's ability to return to work

Medical records to support a claim for sick pay or disability benefits

Insurance records

Workers' compensation records; and medical history records

Chapter 13: Employee Benefits

- Section 1: Medical Insurance/Dental Insurance

All full-time employees must work at least an average of 30 hours a week, or 130 hours a month to qualify for medical insurance.

Benefits become effective sixty (60) days from the date of employment (first of the month) except for Department Directors and the City Manager, in which case coverage shall begin immediately (first of the month after date of hire).

Chapter 14: Travel Policy

- Section 2: Authorization Required

Elected Officials added to the policy.

The City Secretary will verify that funds are available and sign off on travel advancements and expenses for Elected Officials.

Chapter 14: Travel Policy

- Section 5: Personal Credit Cards

City credit cards will be used for travel, when available.

Personal cards may be used by employees for City of Bastrop travel related expenses when absolutely necessary due to an emergency or other unanticipated or unplanned occurrence.

Chapter 14: Travel Policy

- Section 8: Meals

Meals for In-State Travel Overnight

Will be paid in accordance with the current IRS per diem rate with no receipts necessary. Tips are included in the per diem rate (current maximum is \$66.00)

Meals for Out-of-State Overnight Travel

Will be paid at the actual cost of the employee's meal, when accompanied by receipts for same, in accordance with the current IRS High-Low Substantiation Method.

Chapter 15: City Property, Vehicle & Equipment Use

- Section 13: Take Home Vehicles Policy

No alcoholic beverages allowed.

No passengers may be transported except as required by official duties.

Chapter 16: Electronic Communications And Systems Access Use

- Section 1: Electronic Communications and Systems Access Use

Filtering

The City has the right to and therefore utilizes software to filter Internet and instant message content for all employees. These filters are designed to prevent viewing, sending, or access to material deemed inappropriate for the workplace.

Chapter 16: Electronic Communications And Systems Access Use

- Section 2: Social Media

An employees use of social media, both on-duty and off-duty, must not interfere or conflict with the employee's duties, job performance, or reflect negatively on the City or violate any City policy.

Employees have the right to speak out as private citizens on matters of public concern, so long as the speech does not unduly disrupt the operations or mission of the City.

Use of the City's Internet is a privilege and City employees must responsibly and ethically use it.

Chapter 17: Alcohol/Drug Abuse

- Section 2: Drug and Alcohol Policy for DOT Employees

City employees who drive a commercial motor vehicle requiring a Commercial Driver's License (CDL) as part of their job duties are subject to alcohol and drug testing as required by the U.S. Department of Transportation (DOT) and the Federal Motor Carrier Safety Administration.

Chapter 17: Alcohol/Drug Abuse

- Required Alcohol and Drug Tests for DOT Employees

The United States Department of Transportation (DOT) requires the following testing for covered drivers:

Pre-Employment Testing

Post-Accident Testing after a work-related accident in which the driver's performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation.

Reasonable Suspicion

Random

Chapter 18: Miscellaneous Provisions

- Section 4: Breaks
Lactation Breaks

- Section 5: Telephone Usage/Contact

All personnel must provide a phone number at which they can be reached during off-duty hours (no reimbursement shall be made).

All employees must immediately notify supervisors of any change in phone number(s), and provide a phone number for secondary contact (i.e., spouse, parent).

Chapter 18: Miscellaneous Provisions

- Section 8: Tobacco Use

The City's policy is to provide a smoke free and tobacco free workplace. Smoking or other use of tobacco products (including, but not limited to cigarettes, e-cigarettes or vaping devices, pipes, cigars, snuff, or chewing tobacco) is prohibited in City buildings, or outdoors within twenty-five (25) feet on any entrance utilized by employees or the public.

Also prohibited in all City vehicles and garages

Chapter 18: Miscellaneous Provisions

- Section 10: Dress, Appearance And Uniforms

Clearly defined City expectations.





STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 13G

TITLE:

Consider action to approve the first reading of Ordinance No. 2021-10 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the July 27, 2021 City Council consent agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The FY2021 budget was approved by City Council on September 22, 2020. Since that approval, the City has approved two budget amendments, the first on December 8, 2021 with Ordinance 2020-33 and the second on May 25, 2021 with Ordinance 2021-05. There have been events since the FY2021 budget was approved that require an amendment.

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

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

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

FISCAL IMPACT:

Main Street budget and Hotel Occupancy Tax budget.

RECOMMENDATION:

Tracy Waldron, CFO recommends approval of the first reading of Ordinance No. 2021-10 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2021 in accordance with existing statutory requirements; appropriating the various amounts herein as attached in Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the July 27, 2021 City Council consent agenda for a second reading.

ATTACHMENTS:

- Ordinance 2021-10
- Exhibit A
- All Funds Summary FY2021 – updated to reflect proposed amendments

ORDINANCE NO. 2021-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2021 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2021; and

WHEREAS, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2021, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said city for Fiscal Year 2021.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 13th day of July 2021.

READ and ADOPTED on Second Reading on the 27th day of July 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Designated Fund

Budget Amendment #1:

FY 2021 Budget Book (Page 146)

Original Budget	\$ 481,000
Public Education-Prog Waste (102-00-00-5643)	<u>\$ 20,000</u>
New Total Expenditures	\$ 501,000

The solid waste provider, Waste Connections (Progressive Waste) provides approximately \$10,000 annually to the city to be spent at the discretion of the City to support public education activity as it relates to solid waste and recycling. These funds have built up over the years. Now that the Main Street improvement project is complete, there is a request to use some of these funds to promote a recycling program on Main Street including the purchase of recycling containers. There are approximately \$52,000 available funds. This budget amendment appropriates an additional \$20,000 (over the \$10,000 already in the budget) to purchase the containers and launch a recycling campaign. This amendment would be utilizing available fund balance.

Hotel Occupancy Tax Fund

Budget Amendment #2:

FY 2021 Budget Book (Page 119)

Original Budget	\$ 2,533,212
Main Street-Sponsored Events (501-00-00-4044)	<u>\$ 15,000</u>
New Total Revenue	\$ 2,548,212

FY 2021 Budget Book (Page 124)

Original Budget	\$ 272,610
Downtown Beautification (501-85-80-5920)	<u>\$ 15,000</u>
New Total Expenditures	\$ 287,610

The Main Street Advisory Board approve a motion to purchase eight (8) additional benches to be placed on Main Street, using funds from the Heritage Bench Sponsorship Funds. These sponsorship funds were received into the Main Street Sponsored Event revenue. This program has raised over \$33,000. This amendment increases the revenue budget, recognizing the sponsorship funds received, and increases the expense account to be able to purchase the additional 8 benches. The board has requested that the additional sponsorship funds be restricted at your end (within the HOT funds balances) for future Main Street District beautification efforts undertaken by the Main Street Advisory Board.

ALL FUND SUMMARY FY 2020-2021

	GENERAL FUND	DEBT SERVICE FUNDS	HOTEL TAX FUND	SPECIAL REVENUE FUNDS	WATER/ WASTEWATER FUNDS	BP&L FUND	CAPITAL IMPROVEMENT FUNDS	INTERNAL SERVICE FUND	ECONOMIC DEVELOPMENT CORP	TOTAL ALL FUNDS
AUDITED BEGINNING FUND BALANCES	\$ 4,115,621	\$ 258,520	\$ 2,896,369	\$ 2,687,452	\$ 4,134,842	\$ 3,915,646	\$ 23,103,084	\$ 2,829,396	\$ 5,409,325	\$ 49,350,255
REVENUES:										
AD VALOREM TAXES	4,039,083	2,051,124		-	-	-	-			6,090,207
SALES TAXES	5,554,104			-	-	-	-		2,611,200	8,165,304
FRANCHISE & OTHER TAXES	486,000		2,264,400	23,500	-	-	-			2,773,900
LICENSES & PERMITS	1,193,000		-	-	-	-	-			1,193,000
SERVICE FEES	679,550		196,500	2,173,709	6,545,900	7,110,050	-	435,876	177,370	17,318,955
FINES & FORFEITURES	335,200			12,800	-	-	-			348,000
INTEREST	30,000	20,000	25,000	24,850	25,600	30,000	109,293	16,000	35,000	315,743
INTERGOVERNMENTAL	283,551	249,802	62,312	731,851	14,265	-	150,000		1,030,000	2,521,781
OTHER	40,000		-	109,383	7,000	14,000	1,365	20,235	100,000	291,983
TOTAL REVENUES	12,640,488	2,320,926	2,548,212	3,076,093	6,592,765	7,154,050	260,658	472,111	3,953,570	39,018,873
OTHER SOURCES										
Other Financing Sources	-						1,000,000			1,000,000
Interfund Transfers	590,750	542,255	-	-	3,080,425	-	1,666,894	65,000		5,945,324
TOTAL REVENUE & OTHER SOURCES	13,231,238	2,863,181	2,548,212	3,076,093	9,673,190	7,154,050	2,927,552	537,111	3,953,570	45,964,197
TOTAL AVAILABLE RESOURCES	\$ 17,346,859	\$ 3,121,701	\$ 5,444,581	\$ 5,763,545	\$ 13,808,032	\$ 11,069,696	\$ 26,030,636	\$ 3,366,507	\$ 9,362,895	\$ 95,314,452
EXPENDITURES:										
GENERAL GOVERNMENT	5,237,364			15,000	-	-	356,788			5,609,152
PUBLIC SAFETY	4,719,607			50,000	-	-	15,032			4,784,639
DEVELOPMENT SERVICES	1,187,127			-	-	-	-			1,187,127
COMMUNITY SERVICES	1,832,035		-	275,778	-	-	-			2,107,813
UTILITIES				15,000	4,107,961	7,234,857	-			11,357,818
DEBT SERVICE		2,997,157		-	2,174,352	168,238	453,067		447,012	6,239,826
ECONOMIC DEVELOPMENT	126,651		2,135,757	-	-	-	319,055		2,209,079	4,790,542
CAPITAL OUTLAY				2,568,040	518,900	300,000	24,858,038	272,262	2,475,000	30,992,240
TOTAL EXPENDITURES	13,102,784	2,997,157	2,135,757	2,923,818	6,801,213	7,703,095	26,001,980	272,262	5,131,091	67,069,157
OTHER USES										
Interfund Transfers	645,894	-	542,255	898,250	2,185,176	652,750	1,021,000	-	-	5,945,324
TOTAL EXPENDITURE & OTHER USES	13,748,678	2,997,157	2,678,012	3,822,068	8,986,389	8,355,845	27,022,980	272,262	5,131,091	73,014,481
ENDING FUND BALANCES	\$ 3,598,181	\$ 124,544	\$ 2,766,569	\$ 1,941,477	\$ 4,821,643	\$ 2,713,851	\$ (992,344)	\$ 3,094,245	\$ 4,231,804	\$ 22,299,971



STAFF REPORT

MEETING DATE: July 13, 2021

AGENDA ITEM: 13H

TITLE:

Consider action to approve Resolution No. R-2021-69 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Carol Kysar to Place 4 on the Fairview Cemetery Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Paul A. Hofmann, City Manager

BACKGROUND/HISTORY:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2021-69 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor of Carol Kysar to Place 4 on the Fairview Cemetery Advisory Board, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2021-69

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
CONFIRMING APPOINTMENT BY THE MAYOR TO THE FAIRVIEW
CEMETERY ADVISORY BOARD, AS REQUIRED IN SECTION 3.08 OF THE
CITY'S CHARTER; AND ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, Mayor Connie Schroeder has appointed Carol Kysar to Place 4 on the Fairview Cemetery Advisory Board; and

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

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

Section 1: That Mayor Connie Schroeder has appointed Carol Kysar to Place 4 on the Fairview Cemetery Advisory Board.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointment of Carol Kysar to Place 4 on the Fairview Cemetery Advisory Board.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 13th day of July, 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney