

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



January 25, 2022

Executive Session at 5:00 P.M.

Mayor's State of the City Address at 6:00 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 JANUARY 25, 2022. 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.

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.
- 2B. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding *State of Texas v. James Robert Crouch*, Cause No. 20211193, Notice of Ordinance Violation for *Working without a Permit* at 602 Martin Luther King, Jr. Drive, Bastrop, Texas, including a briefing on the assignment of a visiting judge, appointment of an outside prosecutor, upcoming jury trial, and related expenses.
- 2C. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel regarding the purchase, exchange, lease, or value of real property in the City Limits for possible parkland, drainage, or open space purposes.

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

4. MAYOR'S STATE OF THE CITY ADDRESS – 6:00 P.M.

5. CALL TO ORDER – REGULAR SESSION – 6:30 P.M.

6. **PLEDGE OF ALLEGIANCE** – Jacie Green, Charlotte Percox, and Charlee Torres, Bastrop Intermediate School Debate/Government Club

TEXAS PLEDGE OF ALLEGIANCE

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

7. **INVOCATION** – Pastor Douglas DeShay, Mount Rose Missionary Baptist Church

8. PRESENTATIONS

- 8A. Mayor's Report
- 8B. Council Members' Report
- 8C. City Manager's Report
- 8D. Receive Annual Racial Profiling Report from the Bastrop Police Department. (Submitted by: Clint Nagy, Chief of Police)

9. WORK SESSION/BRIEFINGS - NONE

10. STAFF AND BOARD REPORTS

- 10A. Receive presentation on the unaudited Monthly Financial Report for the period ending December 31, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)

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 January 25, 2022. 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 January 11, 2022, Regular meeting. (Submitted by: Ann Franklin, City Secretary)
- 12B. Consider action to approve the second reading of Ordinance No. 2022-02 to approve a change in the zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 from P2 Rural to P-EC Employment Center, and establish the Bastrop Business and Industrial Park Zoning Concept Scheme on 146.213 acres in the Bastrop Business and Industrial Park Subdivision, with the condition of adding a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed, located south of SH 71, within the city limits of Bastrop, Texas, , as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing and effective date; and proper notice and meeting. (Submitted by: Jennifer C. Bills, Director of Planning & Development)

- 12C. Consider action to approve Resolution No. R-2022-16 of the City Council of the City of Bastrop, Texas to approve the Bastrop Police Department to apply for a grant from the Office of the Governor - Criminal Justice Division (OG-DOJ) Grant for a crime scene vehicle, with no matching funds from the City of Bastrop; at a total cost of seventy-four thousand seven hundred forty-five dollars and forty-five cents (\$74,745.45); authorizing the Chief of Police as the Grantee's Authorized Official; providing for a severability clause and establishing an effective date. (Submitted by: Clint Nagy, Chief of Police)
- 12D. Consider action to approve Resolution No. R-2022-16 of the City Council of the City of Bastrop, Texas to approve a Standard Contract with Arch Technical Services, LLC (ATS) for thirty-party building review and inspection services in an amount not to exceed Eight Hundred Thousand Dollars and 00/100 Cents (\$800,000.00); authorizing the City Manager to execute all necessary documents, providing for a repealing clause; and establishing an effective date. (Submitted by: Jennifer C. Bills, Director of Planning & Development)
- 12E. Consider action to approve Resolution No. R-2022-18 of the City Council of the City of Bastrop, Texas to approve a Standard Contract with SAFEbuilt, LLC for third-party building review and inspection services in an amount not to exceed Six Hundred Fifty Thousand Dollars and 00/100 Cents (\$650,000.00); authorizing the City Manager to execute all necessary documents, providing for a repealing clause; and establishing an effective date. (Submitted by: Jennifer C. Bills, Director of Planning & Development)
- 12F. Consider action to approve Resolution No. R-2022-19 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with JOT Holdings LLC for Legends Cove, Section Two, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Jennifer C. Bills, Director of Planning & Development)

13. ITEMS FOR INDIVIDUAL CONSIDERATION

- 13A. Consider action to approve Resolution No. R-2022-22 of the City Council of the City of Bastrop, Texas confirming the Youth Advisory Council appointments of the Mayor, as required in Section 3.08 of the City Charter; providing for a repealing clause; and establishing an effective date. (Submitted by: Rebecca Gleason, Assistant City Manager)
- 13B. Consider action to approve Resolution No. R-2022-23 of the City Council of the city of Bastrop, to approve the City of Bastrop to receive a grant from the St. David's Foundation for a two-hundred and fifty thousand dollars and no cents (\$250,000) in contribution to the City of Bastrop Parks & Recreation Master Plan; authorizing the City Manager to sign a Grant Agreement on behalf of the City; providing for a severability clause and establishing an effective date. (Submitted by: Rebecca Gleason, Assistant City Manager)
- 13C. Consider action to approve Resolution No. R-2022-15 of the City of Bastrop, Texas approving the Bastrop Police Department to apply for a grant from the U.S. Department of Justice's 2022 General Victims Assistance Grant Program for a Victim's Assistance Specialist at a total cost of sixty-two thousand three hundred and seventy-six dollars and eighty-seven cents (\$62,376.87) with no matching funds from the City of Bastrop; authorizing the Chief of Police as a the grantee's authorized official; providing for a severability clause; and establishing an effective date. (Submitted by: Clint Nagy, Chief of Police)

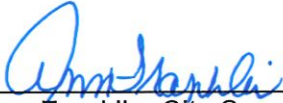
- 13D. Consider action to approve Resolution No. R-2022-09 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 7, 2022, General Election for Bastrop, Texas; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 13E. Consider action to approve Ordinance No. 2022-03 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 7, 2022, Special Election for the purpose of amending the Home Rule Charter; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 13F. Consider action to approve Resolution No. R-2022-10 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop (City) and Bastrop County, Bastrop Independent School District (BISD), Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, Elgin Independent School District (EISD), Bastrop County Emergency Services District No. 2, Smithville Independent School District (SISD), and Bastrop County Water Control and Improvement District #2 for the May 7, 2022 Special and General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 13G. Consider action to approve Resolution No. R-2022-11 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 7, 2022, Special and General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 13H. Consider action to approve Resolution No. R-2022-21 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Eva Ballard to Place 1 of the Bastrop Housing Authority, as required in Section 3.08 of the City's Charter, and establishing an effective date. (Submitted by: Ann Franklin, City Secretary)
- 13I. Consider action to approve Resolution No. R-2022-12 of the City Council of the City of Bastrop, Texas, appointing Mayor Connie Schroeder as the City of Bastrop's Clean Air Coalition representative, as required in Article II of the Clean Air Coalition of the Capital Area Council of Governments by-laws; and establishing an effective date. (Submitted by: Paul A. Hofmann, City Manager)

14. ADJOURNMENT

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Thursday, January 20, 2022 at 3:30 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary





STAFF REPORT

MEETING DATE: January 25, 2022

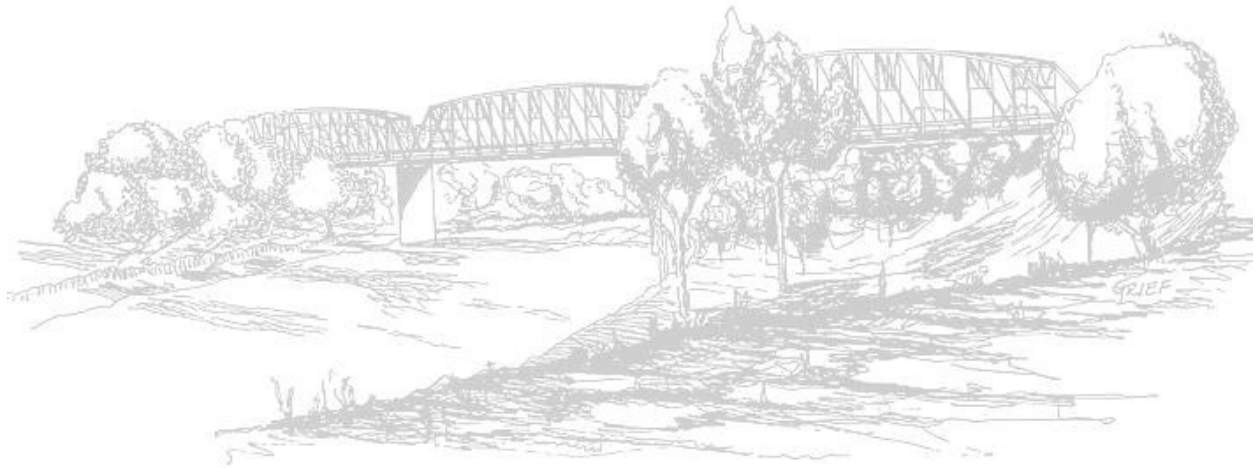
AGENDA ITEM: 2A

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: January 25, 2022

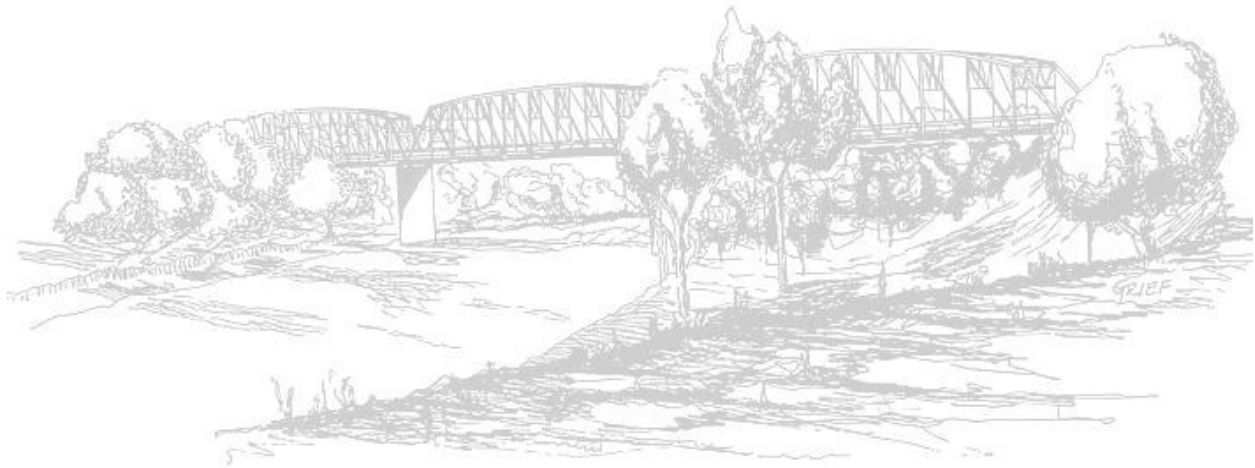
AGENDA ITEM: 2B

TITLE:

City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding *State of Texas v. James Robert Crouch*, Cause No. 20211193, Notice of Ordinance Violation for *Working without a Permit* at 602 Martin Luther King, Jr. Drive, Bastrop, Texas, including a briefing on the assignment of a visiting judge, appointment of an outside prosecutor, upcoming jury trial, and related expenses.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: January 25, 2022

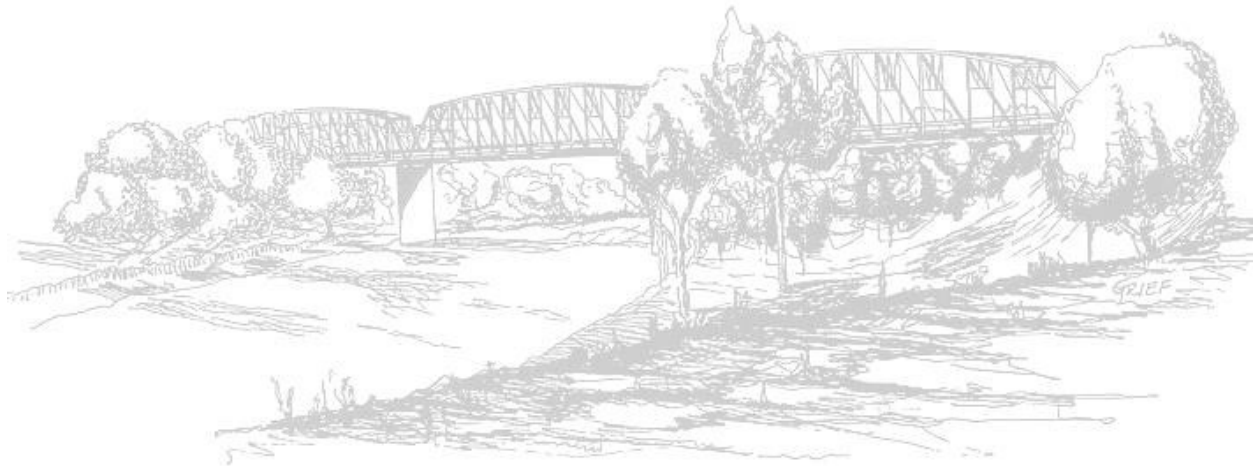
AGENDA ITEM: 2C

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 regarding the purchase, exchange, lease, or value of real property in the City Limits for possible parkland, drainage, or open space purposes.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager





STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 8A

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.



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 8B

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



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 8C

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.

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



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 8D

TITLE:

Receive Annual Racial Profiling Report from the Bastrop Police Department.

AGENDA ITEM SUBMITTED BY:

Clint Nagy, Chief of Police

BACKGROUND/HISTORY:

In 2021, the Bastrop Police Department contracted with Alex del Carman Ph.D. of Del Carmen Consulting to assist in the preparation of the department's annual racial profiling report.

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001, the Texas Racial Profiling Law. During the past year, the Bastrop Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified, and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Law requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All these requirements have been met by the Bastrop Police Department and are included in this report.

This report includes statistical data relevant to contacts (as defined by the law) which were made during motor vehicle stops that took place between 1/1/21 and 12/31/21.

FISCAL IMPACT:

N/A

RECOMMENDATION:

In accordance with Texas Code of Criminal Procedure, Article 2.134 "Compilation and Analysis of Information Collected", the chief administrator of a local law enforcement agency shall provide a Racial Profiling Report to the municipal governing body for the incident-based data compiled during the previous year no later than March 1st of each year.

The Bastrop Police Department Policy & Procedure Manual, Section 2.2 "Bias Based Policing" also requires that a Racial Profiling Report is reported to the City Council annually.

ATTACHMENTS:

- PowerPoint Presentation
- 2021 Bastrop Police Department Racial Profiling Report (Del Carmen Consulting)



2021 Annual Bastrop Police Department Racial Profiling Report

Overview



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

In 2001, The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted the Texas Racial Profiling Law. In previous years, the Bastrop Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices.

In the 2009 Texas legislative session, the Racial Profiling Law was modified, and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with TX HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Act requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis.

Overview

In 2021, the Bastrop Police Department conducted 2,560 traffic stops resulting in a warning being issued, a citation being issued, a warning being issued with an arrest being made, and a citation being issued with an arrest being made.



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





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

Overview Continued

The following presentation is a breakdown of the 2,560 traffic stops as they relate to the:

- Driver's Gender
- Driver's Race / Ethnicity
- Race / Ethnicity of Driver Known Prior to Stop
- Reason For & Location of the Stop
- Search Conducted & Type of Search
- Contraband Discovered During Search

Overview Continued



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

- General Types of Contraband
- Final Result of the Traffic Stop
- If an Arrest Was Made, the General Category of the Arrest.
- Whether Bodily Injury Occurred During the Traffic Stop.

Overview Continued



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

- Percentage of searches, whether evidence was found, arrests, all stops, hardcopy citations, and warnings categorized by race and ethnicity.
- All data is one-to-one comparisons. For example, if any combination of two or more citations/warnings is given only one is imputed into racial profiling.

What's New



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

- Contracted with Alex del Carmen Ph.D. to assist, audit and analysis our process and data.
- 4 quarterly audits and 1 year end report rather than just 1 year end report.
- Compare data with US Bureau's Fair Roads Standard rather than solely population.

What is the Racial Profiling Report methodology?



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

- Whole numbers and percentages are used to analyze the data. Tables are used to organize the data.
- A bit about percentages. To reach a valid statistical conclusion the higher the sample pool the better.

Example A	
N	%
20	22
20	22
25	28
25	28
90	100



Where did our traffic stops occur?



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

Number of Stops	Location of Stop	Percentage of Stops
City Street	1719	67
County Road	0	0
Private Property or Other	2	<1
State Highway	839	33

2,560 Total Traffic Stops
Conducted in 2021

Was the driver's race or ethnicity known prior to the stop?

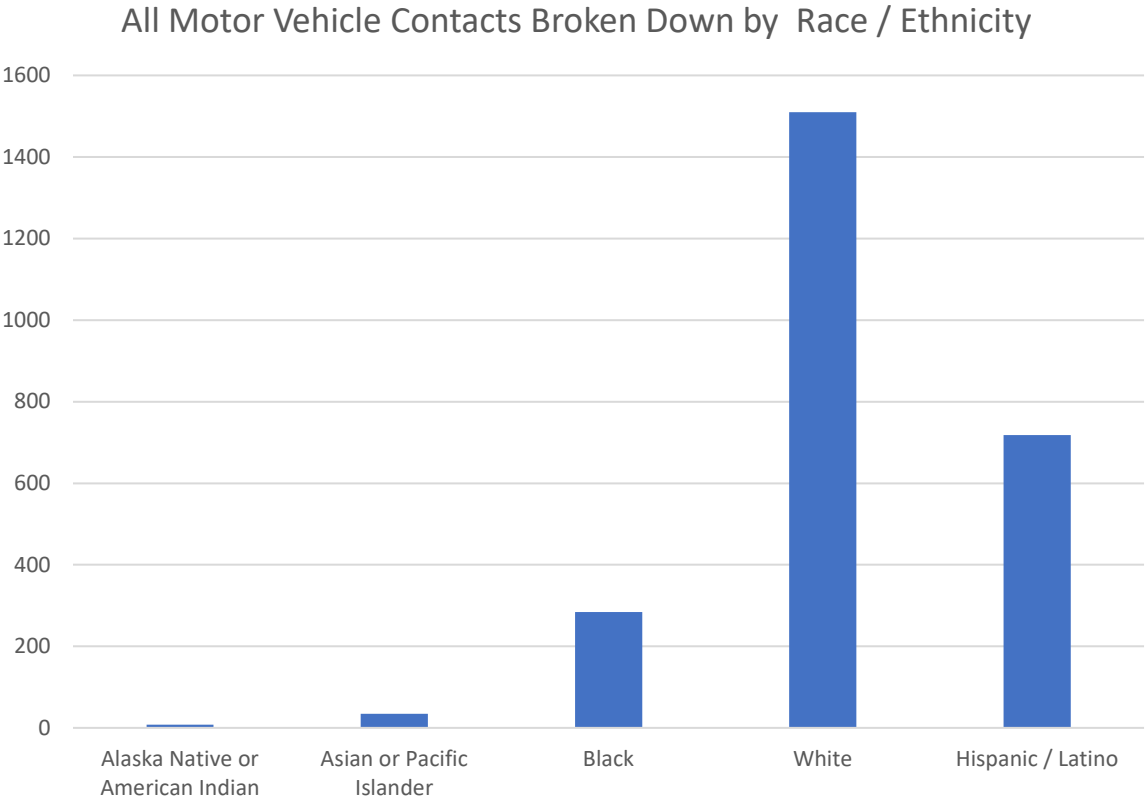


"The Sole Reason We Exist Is To Serve the Citizens of Bastrop"

Race / Ethnicity Known Prior to Stop	Numbers	Percentage of Stops
No	2549	99
Yes	11	< 1

2,560 Total Traffic Stops
Conducted in 2021

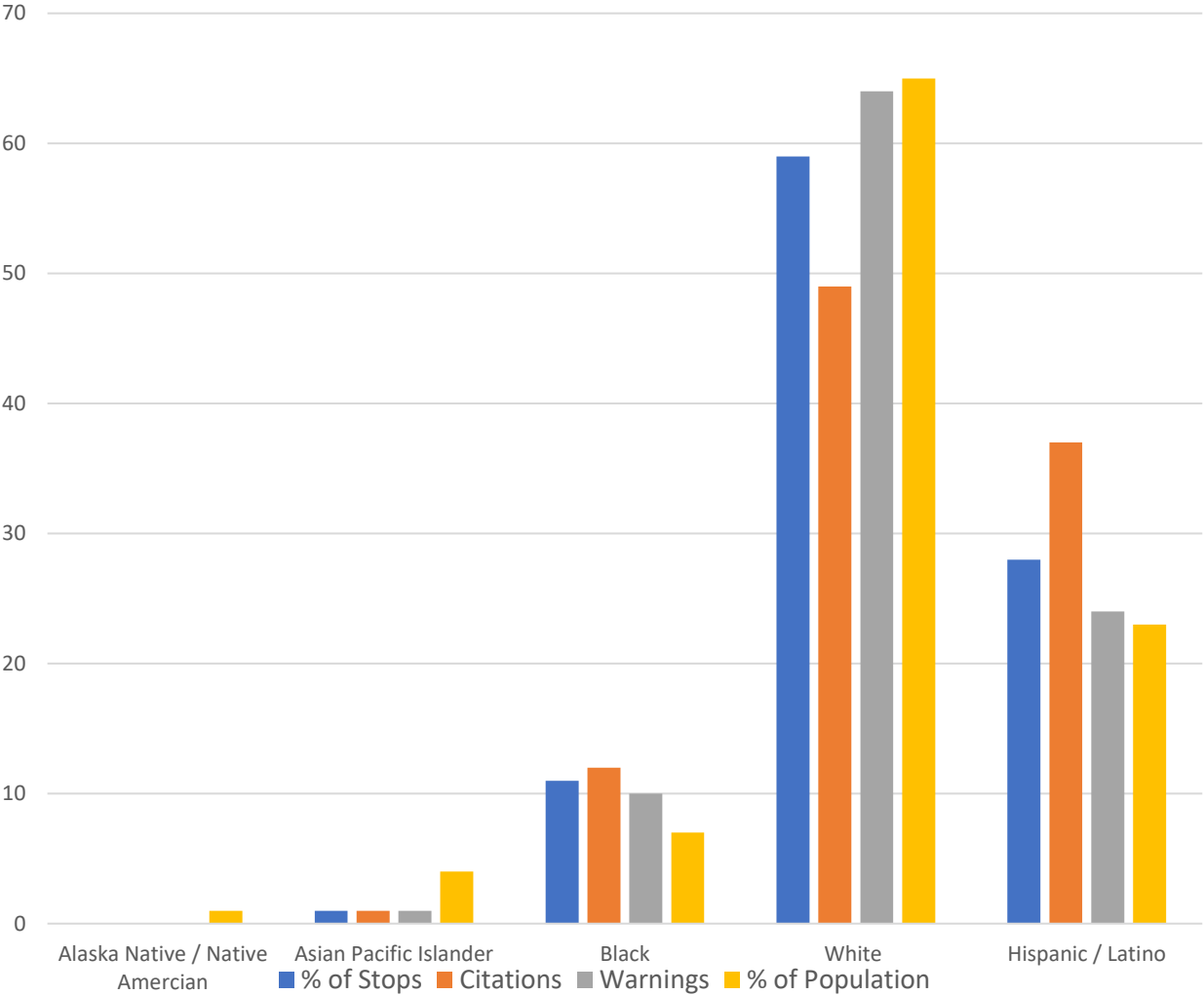
Race / Ethnicity Comparison



2,560 Total Traffic Stops
Conducted in 2021

Race / Ethnicity	All Motor Vehicle Contacts
	N
Alaska Native or American Indian	8
Asian or Pacific Islander	35
Black	284
White	1510
Hispanic / Latino	723
TOTAL	2560

Race / approx. vehicle access



Race / Ethnicity	% of Stops	% Citations	% Warnings	% Vehicle Access
Alaska Native / Native American	<1	<1	<1	1
Asian Pacific Islander	1	1	1	4
Black	11	12	10	7
White	59	49	64	65
Hispanic / Latino	28	37	24	23

2,560 Total Traffic Stops
Conducted in 2021

*Source <https://www.census.gov/quickfacts/fact/dashboard/bastropcitytexas/PST120219>

What was the race / ethnicity when broken down by gender?



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

Race / Ethnicity	Female		Male	
	N	%	N	%
Alaska Native or American Indian	1	<1	7	<1
Asian or Pacific Islander	9	1	26	2
Black	105	10	179	12
White	675	63	835	56
Hispanic / Latino	277	26	446	30
TOTAL	1067	100	1493	100

Why did the traffic stops occur?



Reason for the Stop	Number of Stops	Percentage of Stops
Moving Traffic Violation (ex. speeding)	1366	53
Pre-Existing Knowledge (ex. Warrant)	20	1
Vehicle Traffic Violation (ex. broken taillight)	1034	40
Violation of Law (ex. DWI)	140	5

2,560 Total Traffic Stops
Conducted in 2021

Reasons for traffic stops broken down by race / ethnicity

Race / Ethnicity	Moving traffic Violation		Pre-Existing Knowledge		Violation of Law		Vehicle Traffic Violation	
	N	%	N	%	N	%	N	%
Alaska Native or American Indian	6	<1	0	0	0	<1	2	<1
Asian or Pacific Islander	24	2	0	0	1	<1	10	1
Black	153	11	4	20	13	9	114	11
White	784	57	12	60	86	61	628	61
Hispanic / Latino	399	29	4	20	40	29	280	27
TOTAL	1366	100	20	100	140	100	1034	100

2,560 Total Traffic Stops
Conducted in 2021

How many searches were conducted?



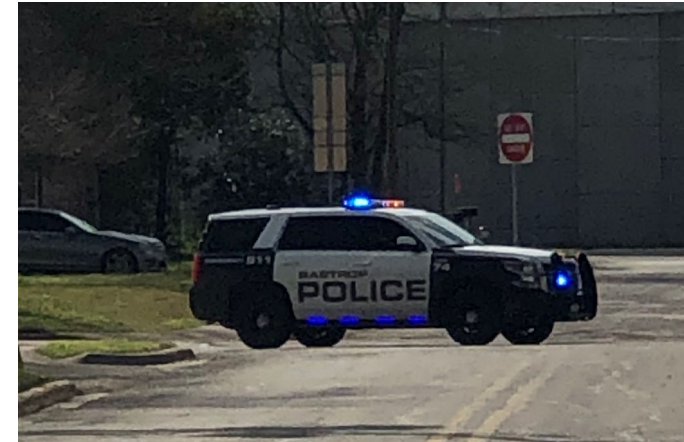
Search Conducted?	Number of Stops	Percentage of Stops
Yes	80	3
No	2480	97

2,560 Total Traffic Stops
Conducted in 2021

Was contraband located as a result of the searches?



Contraband Found	Number of Searches	Percentage
Yes	62	78
No	18	24



Searches occurred 80 times of the 2,560 Total Traffic Stops Conducted in 2021 or 3% of the time.

When a search was conducted, what type of search occurred?



Reason for Search	Number of Searches	Percentage of Searches
Consent	21	1
Contraband in Plain View	2	<1
Incident to Arrest	2	<1
Inventory	4	<1
Probable Cause	51	2
No search	2480	96

80 Searches Initiated
During the 2,560 Total
Traffic Stops Conducted
in 2021

When contraband was located, what was located?

Description of Contraband	Contraband found	Percentage
Alcohol	12	19
Drugs	47	76
Other	2	3
Currency	0	0
Weapons / Stolen Property	1	2



Contraband was Located 62 Times During 80 Searches Initiated during the 2,560 Total Traffic Stops Conducted in 2021

Of the 80 searches conducted (3% of total traffic stops), the types of searches broken down by race?

	Consensual Searches		Probable Cause		Contraband in View		Incident to Arrest		Inventory		No search	
Race	N	%	N	%	N	%	N	%	N	%	N	%
Alaska Native / American Indian	0	0	0	0	0	0	0	0	0	0	8	<1
Asian	0	0	0	0	0	0	0	0	0	0	35	1
Black	2	9	15	29	0	0	0	0	1	25	266	11
White	11	52	27	53	2	100	2	100	3	75	1466	59
Hispanic	8	38	9	18	0	0	0	0	0	0	705	28
	21	100	51	100	2	100	2	100	4	100	2480	100

Searches, Contraband Found, and Arrests (Based on Contraband) Broken Down by Race

Race / Ethnicity	Searches		Contraband Found		Arrests Based on Contraband Found	
	N	%	N	%	Yes	%
Asian or Pacific Islander	0	0	0	0	0	0
Alaska Native or American Indian	0	0	0	0	0	0
Black	18	23	14	23	2	12
White	44	55	36	58	13	76
Hispanic / Latino	18	23	12	19	2	12
TOTAL	80	100	62	100	17	100

What types of arrests were made?



2,560 Total Traffic Stops and XX Arrests
Conducted in 2021

Race / Ethnicity	Violation of Traffic Law Arrest		Violation of Penal Code Arrest		Outstanding Warrant Arrest		Local Law	
	N	%	N	%	N	%	N	%
Race	N	%	N	%	N	%	N	%
Alaska Native or American Indian	0	0	0	0	0	0	0	0
Asian or Pacific Islander	0	0	0	0	0	0	0	0
Black	1	50	1	5	5	42	0	0
White	0	0	12	71	4	33	0	0
Hispanic or Latino	0	50	4	24	3	25	0	0
TOTAL	2	100	17	100	12	100	0	100



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

Did bodily injury occur as a result of the traffic stop?

Race / Ethnicity	Motor Vehicle stops where force resulted in Bodily Injury		Location of Stop		Reason for Stop	
	N	%	N	%	N	%
Asian or Pacific Islander	0	0	0	0	0	0
Alaska Native or American Indian	0	0	0	0	0	0
Black	0	0	0	0	0	0
Hispanic or Latino	0	0	0	0	0	0
White	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0

2,560 Total Traffic Stops
Conducted in 2021

Compliments & Complaints

Compliments or Complaints can be made at the Bastrop Police Department – 104 Grady Tuck Lane – Bastrop City Hall – 1311 Chestnut Street - Weekdays from 8:00 AM to 5:00 PM or at www.cityofbastrop.org or cnagy@cityofbastrop.org 24-7.

Please let us know when we are doing well and when there are areas you believe we can improve on!



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



2021 Racial Profiling Report

Bastrop Police Department



DEL CARMEN
Consulting®

LAW ENFORCEMENT EXPERTS



January 9, 2022
Bastrop City Council
1311 Chestnut Street
Bastrop, Texas 78602

Dear Distinguished Members of the City Council,

The Texas Legislature, with the intent of addressing the issue of racial profiling in policing, enacted in 2001, the Texas Racial Profiling Law. During the past year, the Bastrop Police Department, in accordance with the law, has collected and reported traffic and motor vehicle-related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified and additional requirements were implemented. Moreover, in 2017, the Sandra Bland Act was passed and signed into law (along with HB 3051 which introduced new racial and ethnic designations). The Sandra Bland Law requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. All of these requirements have been met by the Bastrop Police Department and are included in this report.



This particular report contains three sections with information on motor vehicle-related contact data. In addition, when appropriate, documentation is also a component of this report, aiming at demonstrating the manner in which the Bastrop Police Department has complied with the Texas Racial Profiling Law. In section 1, you will find the table of contents. In section 2, the report includes documentation which demonstrates compliance by the Bastrop Police Department relevant to the requirements as established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

In section 3, the report includes statistical data relevant to contacts (as defined by the law) which were made during the course of motor vehicle stops that took place between 1/1/21 and 12/31/21. In addition, this section contains the Tier 2 form, which is required to be submitted to this particular organization and the law enforcement agency's local governing authority, by March 1st of each year. The data in this report has been analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

The last section of the report contains the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also, in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE (Texas Commission on Law Enforcement) is included. The findings in this report serve as evidence of the Bastrop Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

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RESPONDING TO THE LAW

PUBLIC EDUCATION ON RESPONDING TO COMPLIMENTS AND COMPLAINTS

Informing the Public on the Process of Filing a Compliment or Complaint with the Bastrop Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Bastrop Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Bastrop Police officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Bastrop Police officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Bastrop Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Bastrop has been included in this report.

It is important to recognize that the Chief of the Bastrop Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Bastrop Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

RACIAL PROFILING
COURSE NUMBER 3256
TEXAS COMMISSION ON LAW ENFORCEMENT
SEPTEMBER 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074

1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole .
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.





3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

- A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements
- B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)
- C. A typical traffic stop resulting from racial profiling
 1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
 2. The driver and passengers are questioned about things that do not relate to the traffic violation
 3. The driver and passengers are ordered out of the vehicle
 4. The officers visually check all observable parts of the vehicle
 5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
 6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)

3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074: <http://tlo2.tlc.state.tx.us/tlo/77r/billtext/SB01074F.htm>

A close-up, slightly blurred photograph of a stack of colorful folders or binders. The folders are in shades of blue, orange, and white, with some having colorful patterns. A black-bordered text box is overlaid on the top left of the image.

REPORT ON COMPLIMENTS AND RACIAL PROFILING COMPLAINTS

Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/21-12/31/21 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



A check above indicates that the Bastrop Police Department has not received any complaints, on any members of its police force, for having violated the Texas Racial Profiling Law during the time period of 1/1/21-12/31/21.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case

Additional Comments:

TABLES ILLUSTRATING MOTOR VEHICLE-RELATED CONTACTS TIER 2 DATA

TOTAL STOPS: 2,560

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	1,719
US Highway	0
County Road	839
State Highway	0
Private Property	2

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	11
No	2,549

RACE OR ETHNICITY

Alaska Native/American Indian	8
Asian/Pacific Islander	35
Black	284
White	1,510
Hispanic/Latino	723

GENDER

Female Total: 1,067

Alaska Native/American Indian	1
Asian/Pacific Islander	9
Black	105
White	675
Hispanic/Latino	277

Male Total: 1,493

Alaska Native/American Indian	7
Asian/Pacific Islander	26
Black	179
White	835
Hispanic/Latino	446

REASON FOR STOP?

Violation of Law Total: 140

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	13
White	86
Hispanic/Latino	40

Pre-existing Knowledge Total: 20

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	4
White	12
Hispanic/Latino	4

Moving Traffic Violation Total: 1,366

Alaska Native/American Indian	6
Asian/Pacific Islander	24
Black	153
White	784
Hispanic/Latino	399

TIER 2 DATA CONTINUED

Vehicle Traffic Violation Total: 1,034

Alaska Native/American Indian	2
Asian/Pacific Islander	10
Black	114
White	628
Hispanic/Latino	280

Contraband (in plain view) Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	1

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	0	8
Asian/Pacific Islander	0	35
Black	18	266
White	44	1,466
Hispanic/Latino	18	705
TOTAL	80	2,480

Probable Cause Total: 51

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	15
White	27
Hispanic/Latino	9

Inventory Total: 4

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	3
Hispanic/Latino	0

REASON FOR SEARCH?

Consent Total: 21

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	2
White	11
Hispanic/Latino	8

Incident to Arrest Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	2
Hispanic/Latino	0

TIER 2 DATA CONTINUED

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	14	4
White	36	6
Hispanic/Latino	12	8
TOTAL	62	18

Did the finding result in arrest (total should equal previous column)?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	0	0
Black	2	12
White	13	23
Hispanic/Latino	2	10
TOTAL	17	45

DESCRIPTION OF CONTRABAND

Drugs Total: 47

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	13
White	27
Hispanic/Latino	7

Currency Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Weapons Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	0

Alcohol Total: 12

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	7
Hispanic/Latino	4

TIER 2 DATA CONTINUED

Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Other Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	1

RESULT OF THE STOP

Verbal Warning Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Written Warning Total: 1,683

Alaska Native/American Indian	6
Asian/Pacific Islander	25
Black	171
White	1,075
Hispanic/Latino	406

Citation Total: 846

Alaska Native/American Indian	2
Asian/Pacific Islander	10
Black	106
White	418
Hispanic/Latino	310

Written Warning and Arrest Total: 15

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	3
White	7
Hispanic/Latino	5

Citation and Arrest Total: 16

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	4
White	10
Hispanic/Latino	2

Arrest Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

TIER 2 DATA CONTINUED

ARREST BASED ON

Violation of Penal Code Total: 17

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	12
Hispanic/Latino	4

Violation of Traffic Law Total: 2

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	1
Hispanic/Latino	0

Violation of City Ordinance Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Outstanding Warrant Total: 12

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	5
White	4
Hispanic/Latino	3

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	8
Asian/Pacific Islander	0	35
Black	0	284
White	0	1,510
Hispanic/Latino	0	723
TOTAL	0	2,560



TABLES ILLUSTRATING MOTOR VEHICLE RELATED CONTACT DATA



Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	8	2	0	6	0%	0%	0%	0%
Asian/ Pacific Islander	35	10	0	25	1%	1%	0%	1%
Black	284	110	0	171	11%	13%	0%	10%
White	1,510	428	0	1,075	59%	50%	0%	64%
Hispanic or Latino	723	312	0	406	28%	36%	0%	24%
TOTAL	2,560	862	0	1,683	100%	100%	0%	100%

Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	0%	1%
Asian/Pacific Islander	1%	4%
Black	11%	7%
White	59%	65%
Hispanic/Latino	28%	23%
TOTAL	100%	100%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	0	0	0
Asian/Pacific Islander	0	0	0
Black	18	2	7
White	44	11	17
Hispanic/Latino	18	8	7
TOTAL	80	21	31

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop

Table 5. Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	0	0%	0%	0%	0%
Black	18	14	4	7	23%	12%	27%	23%
White	44	36	6	17	55%	76%	51%	55%
Hispanic/ Latino	18	12	8	7	23%	12%	22%	23%
TOTAL	80	62	18	31	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/21-12/31/21.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
	1	03.01.21	Data is accurate
	2	06.01.21	Data is accurate
	3	09.01.21	Data is accurate
	4	12.01.21	Data is accurate

ADDITIONAL COMMENTS:

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	0	0%
White	0	0%
Hispanic/Latino	0	0%
TOTAL	0	0%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	0	0	0	0	0%	0%	0%	0%
Black	1	1	0	5	6%	50%	0%	42%
White	12	1	0	4	71%	50%	0%	33%
Hispanic/ Latino	4	0	0	3	24%	0%	0%	25%
TOTAL	17	2	0	12	100%	100%	0%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	0	0	0%	0%	0%
Asian/ Pacific Islander	0	0	0%	0%	0%
Black	18	14	78%	23%	23%
White	44	36	82%	55%	58%
Hispanic or Latino	18	12	67%	23%	19%

ANALYSIS AND INTERPRETATION



In 2001, the Texas legislature passed Senate Bill 1074 which became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002 and required all police departments in Texas, to collect traffic-related data and report this information to their local governing authority by March 1st of each year. In 2009, the racial profiling law was modified to include the collection and reporting of all motor vehicle related contacts where a citation was issued or arrest made. In addition, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of individuals before detaining them. Further, it was required that agencies report motor vehicle related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1st of each year. The purpose in collecting and disclosing this information is to determine if police officers in a particular municipality are engaging in the practice of racially profiling minority motorists.

In addition, the Texas Racial Profiling Law requires police departments to interpret motor vehicle-related data. Even though most researchers would probably agree with the fact that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is very difficult to determine if individual police officers are engaging in racial profiling, from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As mentioned earlier, in 2009, the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1st, 2010. These changes included, but were not limited to, the re-definition of a contact to include motor vehicles where a citation was issued or an arrest made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. Also, the 2009 law required adding "middle eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1st of each year.

In 2017, the Texas Legislators passed H.B. 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with the police. In addition, the Sandra Bland Act (S.B. 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts, became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

In an attempt to comply with The Texas Racial Profiling/Sandra Bland Law, the Bastrop Police Department commissioned the analysis of its 2021 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2021 motor vehicle-related data. This particular analysis measured, as required by the law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians (Middle Easterners and individuals belonging to the "other" category, as optional categories), that came in contact with the police in the course of a motor vehicle related contact, and were either issued a ticket, citation, warning were issued or an arrest was made. Also, included in this data were instances where a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest and use of physical force resulting in bodily injury.

It should be noted that the additional data analysis performed was based on a comparison of the 2021 motor vehicle contact data with a specific baseline. When reviewing this particular analysis, one should consider that there is disagreement, in the literature, regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Bastrop Police Department accepted our recommendation to rely, as a baseline measure, on the Fair Roads Standard. This particular baseline is based on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

The census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless of the fact they may or may not be among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only. Thus, excluding individuals who may have come in contact with the Bastrop Police Department in 2021 but live outside city limits. In some cases, the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, several civil rights groups in Texas expressed their desire and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). This, in essence, constitutes a comparison that may result in ecological fallacy. Despite this, as noted earlier, the Bastrop Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the city of Bastrop.

Tier 2 (2021) Motor Vehicle-Related Contact Analysis

When analyzing the enhanced and more detailed Tier 2 data collected in 2021, it was evident that most motor vehicle-related contacts were made with Whites. This was followed by Hispanics. Of those that came in contact with the police, most tickets or citations were issued to Whites and Hispanics; this was followed by Blacks. However, in terms of written warnings, most of these were issued to Whites; followed by Hispanics.

Regarding searches and arrests, the data showed that most searches took place among Whites. When considering all searches, most were consented by Whites and Hispanics, while most custody arrests were also of Whites. Overall, most searches resulted in contraband; of those that produced contraband, most were of Whites; this was followed by Blacks. Of the searches that did not produce contraband, most were of Whites. Most arrests were made on Whites. Most of the arrests that originated from a violation of the penal code involved Whites. Overall, the police department does not report any instances where force was used that resulted in bodily injury.

Comparative Analysis

The data analysis of motor vehicle contacts to the census data relevant to the number of “households” in Bastrop who indicated, in the 2020 census, that they had access to vehicles, produced interesting findings. Specifically, the percentage of Whites, Asians, and American Indians that came in contact with the police was lower than the percentage of White, Asian and American Indian households in Bastrop that claimed, in the 2020 census, to have access to vehicles. The opposite was true of Blacks and Hispanics. That is, a higher percentage of Blacks and Hispanics came in contact with the police than the percentage of Black and Hispanic households in Bastrop that claimed, in the 2020 census, to have access to vehicles.

The analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Whites. This was followed by Blacks and Hispanics. This means that among all searches performed in 2021, the most significant percentage of these that resulted in contraband was among Whites. The lowest contraband hit rate was among Hispanics.

Summary of Findings

The most recent Texas Racial Profiling Law requires that police department perform data audits in order to validate the data being reported. Consistent with this requirement, the Bastrop Police Department has engaged del Carmen Consulting in order to perform these audits in a manner consistent with normative statistical practices. As shown in table 6, the audit performed has shown that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings made in this analysis, it is recommended that the Bastrop Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected) which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Bastrop Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in future years.
- 2) Commission data audits in 2022 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive analysis of the data included in this report demonstrates that the Bastrop Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of tier 2 data, and ensures that the practice of racial profiling will not be tolerated.

CHECKLIST

The following requirements were met by the Bastrop Police Department in accordance with The Texas Racial Profiling Law:

- ☒ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ☒ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Bastrop Police Department from engaging in racial profiling.
- ☒ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ☒ Provide public education related to the compliment and complaint process.
- ☒ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ☒ Collect, report and analyze motor vehicle data (Tier 2).
- ☒ Commission Data Audits and a Search Analysis.
- ☒ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ☒ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2022.
- ☒ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.

LEGISLATIVE & ADMINISTRATIVE ADDENDUM



TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~[(7)]~~ the date of conviction; and

(9) ~~[(8)]~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

- (A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);
- (B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);
- (C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);
- (D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;
- (3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provide public education relating to the agency's complaint process;
- (5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race":

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense];~~

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered];~~

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop~~[, including a description of the warning or a statement of the violation charged].~~

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency]; and~~

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from ~~[the]~~ stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle ~~[traffic and pedestrian]~~ stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle ~~[traffic and pedestrian]~~ stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle ~~[traffic or pedestrian]~~ stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;

(3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;

(4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;

(5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]

(6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and

(7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;

(3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;
or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [~~Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [~~or Native American descent~~].

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,], at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
 - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
 - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
 - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
 - (6) provide to local government officials consultation on and technical assistance for county jails;
 - (7) review and comment on plans for the construction and major modification or renovation of county jails;
 - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
 - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
 - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
 - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
 - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
 - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
 - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
 - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
 - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
 - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and
(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;
(2) an attempted suicide;
(3) a death;
(4) a serious bodily injury, as that term is defined by
Section 1.07, Penal Code;
(5) an assault;
(6) an escape;
(7) a sexual assault; and
(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

- (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
 - (A) civil rights, racial sensitivity, and cultural diversity;
 - (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
 - (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
 - (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
 - (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
 - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

**BASTROP
POLICE DEPARTMENT
RACIAL PROFILING POLICY**

	CITY OF BASTROP POLICE DEPARTMENT	
	Policy 2.2 Racial Profiling and Bias Based Policing Reduction	
	Effective Date: 05/01/2021	Replaces: 02/07/2014
	Approved: Chief of Police <i>C. Nagy</i>	
	Reference: Texas Best Practices 2.01	

I. POLICY

We are committed to a respect for constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, sexual orientation, national origin, ethnicity, age, or religion. Respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and by statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions that support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement consensual contacts between officers and the public.

II. PURPOSE

The purpose of this order is to inform officers that bias-based policing is prohibited by the department. Additionally, this order will assist officers in identifying key contexts in which bias may influence these actions and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Most of the following terms appear in this policy statement. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in

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other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. Bias: Prejudice or partiality based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. Biased-based policing: Stopping, detaining, searching, or attempting to search, or using force against a person based upon an individual's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. Ethnicity: A cluster of characteristics that may include race but also cultural characteristics or traits that are shared by a group with a common experience or history.
- D. Gender: Unlike sex, a psychological classification based on cultural characteristics or traits.
- E. Probable cause: Specific facts and circumstances within an officer's knowledge that would lead a reasonable officer to believe that a specific offense has been or is being committed, and that the suspect has committed it. Probable cause will be determined by the courts reviewing the totality of the circumstances surrounding the arrest or search from an objective point of view.
- F. Race: A category of people of a particular decent, including White, Black, Hispanic, Asian, Middle Eastern, or Native American descent. As distinct from ethnicity, race refers only to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Specific facts and circumstances that would lead a reasonable officer to believe criminal activity is afoot and the person to be detained is somehow involved. Reasonable suspicion will be determined by the courts reviewing the totality of the circumstances surrounding the detention from an objective point of view .
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- J. Stop: An investigative detention of a person for a brief period of time, based on reasonable suspicion.

IV. PROCEDURES

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

A. General responsibilities

1. Officers are prohibited from engaging in bias-based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01)
2. Investigative detentions, motor vehicle contacts, arrests, searches, and property seizures by officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the U.S. Constitution. Officers must be able to articulate specific facts and circumstances that support reasonable suspicion or probable cause for investigative detentions, motor vehicle contacts, subject stops, arrests, nonconsensual searches, and property seizures. Except as provided in number 3 below, officers shall not consider race/ethnicity in establishing either reasonable suspicion or probable cause. Similarly, except as provided below, officers shall not consider race/ethnicity in deciding to initiate even those nonconsensual encounters that do not amount to legal detentions or to request consent to search.
3. Officers may take into account the reported race or ethnicity of a specific suspect or suspects based on trustworthy, locally relevant information that links a person or persons of a specific race/ethnicity to a particular unlawful incident(s). Race/ethnicity can never be used as the sole basis for probable cause or reasonable suspicion. Except as provided above, reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall be subjected to stops, seizures, or detentions only upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
4. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
 - a. As motor vehicle contacts furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a motor vehicle contact may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle, or a prolonged detention once reasonable suspicion has been dispelled.

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2. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible.
 - b. And shall actively provide referrals to other appropriate agencies.
 - c. All personnel shall courteously accept, document, and forward to the Chief of Police, Assistant Chief of Police or Supervisor any compliments / complaints made by an individual against the department. Further, officers shall provide information on the compliment / complaint process and shall give copies of "How to Make a Compliment / Complaint" when requested or when it is reasonable to assume a compliment / complaint is forthcoming.
3. When feasible, personnel shall offer explanations of the reasons for enforcement actions or other decisions that bear on the individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety.
4. When feasible, all personnel shall identify themselves by name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
5. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties and those of their subordinates. Supervisors shall identify and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are critical to maintaining community trust in law enforcement. Supervisors shall continually reinforce
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the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.

4. Supervisors are reminded that biased enforcement of the law engenders not only mistrust of law enforcement but increases safety risks to personnel as well as exposing the employee(s) and department to liability.
5. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates if the supervisor knew, or should have known, of the subordinate's actions.
6. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable. Any enforcement action that begins as a consensual encounter will also have the circumstances of the initial encounter documented.
7. Supervisors shall facilitate the filing of any compliments / complaints about law- enforcement service.
8. Supervisors will randomly review at least three videos per officer (either body camera and/or in-car camera video) per month. Supervisors are not required to watch each incident of an entire shift; however, reviewing the footage in a manner intended to gain an understanding of that officer's performance and adherence to policy and law is required. Supervisors will document the random review of the video in their monthly report(s) and any violations of policy or law will be addressed through the use of existing internal affairs policy. (TBP: 2.01)
9. Section 8 above applies only to first-line uniformed officers and their immediate supervisors. In the absence of a first-line supervisor this responsibility will move to another supervisor.

C. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

D. Training (TBP: 2.01)

Officers shall complete all training required by state law regarding bias-based profiling.

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II. COMPLIMENTS / COMPLAINTS

- A. The department shall publish “How to Make a Compliment / Complaint” information and make this information available at city facilities and other public locations within the city. The department’s compliment / complaint process, its bias-based profiling policy, and how to submit a compliment / complaint will be posted on the department’s website. The information shall include, but is not limited to, the email, physical address, and telephone contact information for making a compliment / complaint against an employee. Whenever possible, the media will be used to inform the public of the department’s policy and compliment / complaint processes.
- B. Complaints alleging incidents of bias-based profiling will be fully investigated as described under Policy 2.4.
- C. Complainants will be notified of the results of the investigations when the investigation is completed.
- D. The Assistant Chief of Police will maintain a log of all compliments and complaints.

III. RECORD KEEPING

- A. The department will maintain all required records on motor vehicle contacts where a citation or warning is issued or where an arrest is made subsequent to a motor vehicle contact.
- B. The Assistant Chief of Police will conduct quarterly audits that will include the following:
 - a. Racial Profiling reports from patrol first line supervisor
 - b. Individual patrol officer or shift Racial Profiling reviews
 - c. A report of all citations from motor vehicle contacts for the quarter
- C. The quarterly audits will be forwarded to the Chief of Police.
- D. The information collected above will be reported to the city council as required by law and the annual audit will be posted on the police department’s website.
- E. The information will also be reported to TCOLE in the required format.



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For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting®

817.681.7840

www.texasracialprofiling.com

www.delcarmenconsulting.com

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STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 10A

TITLE:

Receive presentation on the unaudited Monthly Financial Report for the period ending December 31, 2021.

AGENDA ITEM SUBMITTED BY:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

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

REVENUE

General Fund exceeded the forecast by over 8.8%

- Sales tax is 8.7% above forecast and 14% over same period prior year
- Development fees are 36% of the budgeted amount.

Street Maintenance fund is in warning status due to interest not meeting forecast.

Hunter's Crossing PID is in warning status due to timing of property assessment fee receipts.

All other funds are performing positive to forecast.

EXPENDITURES

All funds are positive to budgeted amounts.

This reporting requirement is set forth by the City of Bastrop Financial Management Policies, Chapter IV. Operating Budget, Section D. Reporting, as adopted by Resolution R-2021-80 on August 24, 2021.

ATTACHMENTS:

- Unaudited Monthly Financial Report for the period ending December 31, 2021

CITY OF BASTROP

Comprehensive Monthly Financial Report December 2021



Performance at a Glance as of December 31, 2021



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

BUDGET SUMMARY OF ALL FUNDS

	FY2022 <u>Approved Budget</u>	FY2022 <u>Forecast YTD</u>	FY2022 <u>Actual YTD</u>	<u>Variance</u>
<u>Revenues:</u>				
General	\$ 15,481,868	\$ 3,947,178	\$ 4,302,132	9.0%
Designated	66,908	7,538	7,610	1.0%
Innovation	445,500	295,500	295,678	0.1%
Street Maintenance	3,000	400	389	-2.8%
Debt Service	3,358,143	1,333,845	1,345,832	0.9%
General Gov's Projects	457,000	37,500	37,700	0.5%
Water/Wastewater	6,958,580	1,539,505	1,831,344	19.0%
Water/Wastewater Debt	3,619,436	681,047	680,312	-0.1%
Water/Wastewater Capital Proj	481,000	120,250	119,079	-1.0%
Impact Fees	4,505,950	578,303	848,211	46.7%
Vehicle & Equipment Replacement	1,560,236	1,174,129	1,173,476	-0.1%
Electric	6,803,905	1,477,119	1,627,831	10.2%
HOT Tax Fund	2,226,904	543,045	874,043	61.0%
Library Board	20,600	2,650	3,511	32.5%
Cemetery	108,200	24,550	44,704	82.1%
Capital Bond Projects	1,027,708	2,838	2,880	1.5%
Grant Fund	100,000	12,960	12,960	0.0%
Park/Trail Land Dedicaiton	1,365	341	350	2.6%
Hunter's Crossing PID	575,879	157,781	155,231	-1.6%
Bastrop EDC	5,074,414	797,719	872,491	9.4%
TOTAL REVENUES	\$ 52,876,596	\$ 12,734,198	\$ 14,235,764	11.8%

POSITIVE

= Positive variance or negative variance < 1% compared to forecast

WARNING

= Negative variance of 1-5% compared to forecast

NEGATIVE

= Negative variance of >5% compared to forecast

BUDGET SUMMARY OF ALL FUNDS

	FY2022 <u>Approved Budget</u>	FY2022 <u>Forecast YTD</u>	FY2022 <u>Actual YTD</u>	<u>Variance</u>
<u>Expense:</u>				
General	\$ 16,111,889	\$ 4,800,411	\$ 4,345,095	-9.5%
Designated	298,100	7,965	528	-93.4%
Innovation	445,500	1,225	1,225	0.0%
Street Maintenance	655,000	29,904	29,796	-0.4%
Debt Service	3,494,221	-	(1,119)	0.0%
General Gov't Projects	457,000	-	-	0.0%
Water/Wastewater	7,442,749	1,805,244	1,684,799	-6.7%
Water/Wastewater Debt	3,992,281	-	-	0.0%
Water/Wastewater Capital Proj.	352,500	31,300	26,316	-15.9%
Revenue Bond, Series 2020	8,343,830	1,251,661	1,248,117	-0.3%
CO, Series 2021	35,720,000	2,586,160	2,512,010	-2.9%
Impact Fees	910,250	540,000	539,569	-0.1%
Vehicle & Equipment Replacement	1,231,430	139,000	139,168	0.1%
Electric	7,495,049	1,703,592	1,645,232	-3.4%
HOT Tax Fund	2,780,873	1,200,049	1,106,641	-7.8%
Library Board	87,950	21,988	553	-97.5%
Cemetery	148,828	37,207	22,923	-38.4%
Hunter's Crossing PID	572,547	31,695	24,270	-23.4%
CO, Series 2013	299,450	-	-	0.0%
Limited Tax Note, Series 2020	424,043	-	-	0.0%
Grant Fund	100,000	-	91,961	0.0%
Bastrop EDC	5,296,378	531,065	238,364	-55.1%
TOTAL EXPENSES	\$ 96,659,868	\$ 14,718,466	\$ 13,655,448	-7.2%

POSITIVE

WARNING

NEGATIVE

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

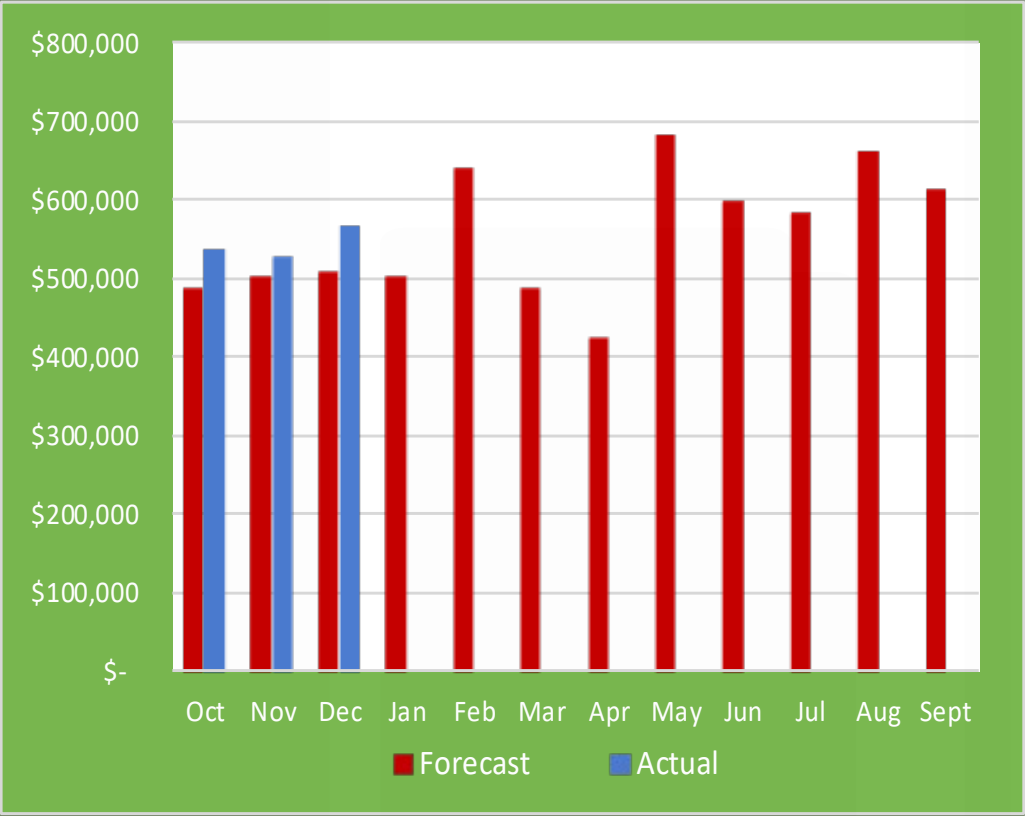
= Positive variance of 1-5% compared to forecast

= Positive variance of >5% compared to forecast

REVENUE ANALYSIS

SALES TAX REVENUE

<u>Month</u>	<u>FY2022 Forecast</u>	<u>FY2022 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 485,995	\$ 533,267	\$ 47,272
Nov	499,587	525,903	\$ 26,316
Dec	507,178	564,058	\$ 56,880
Jan	500,737		\$ -
Feb	638,271		\$ -
Mar	485,980		\$ -
Apr	423,143		\$ -
May	680,505		\$ -
Jun	597,880		\$ -
Jul	581,620		\$ -
Aug	658,217		\$ -
Sept	611,983		\$ -
Total	\$ 6,671,096	\$ 1,623,228	\$ 130,468
Cumulative Forecast	\$ 1,492,760		
Actual to Forecast	\$ 130,468	8.7%	

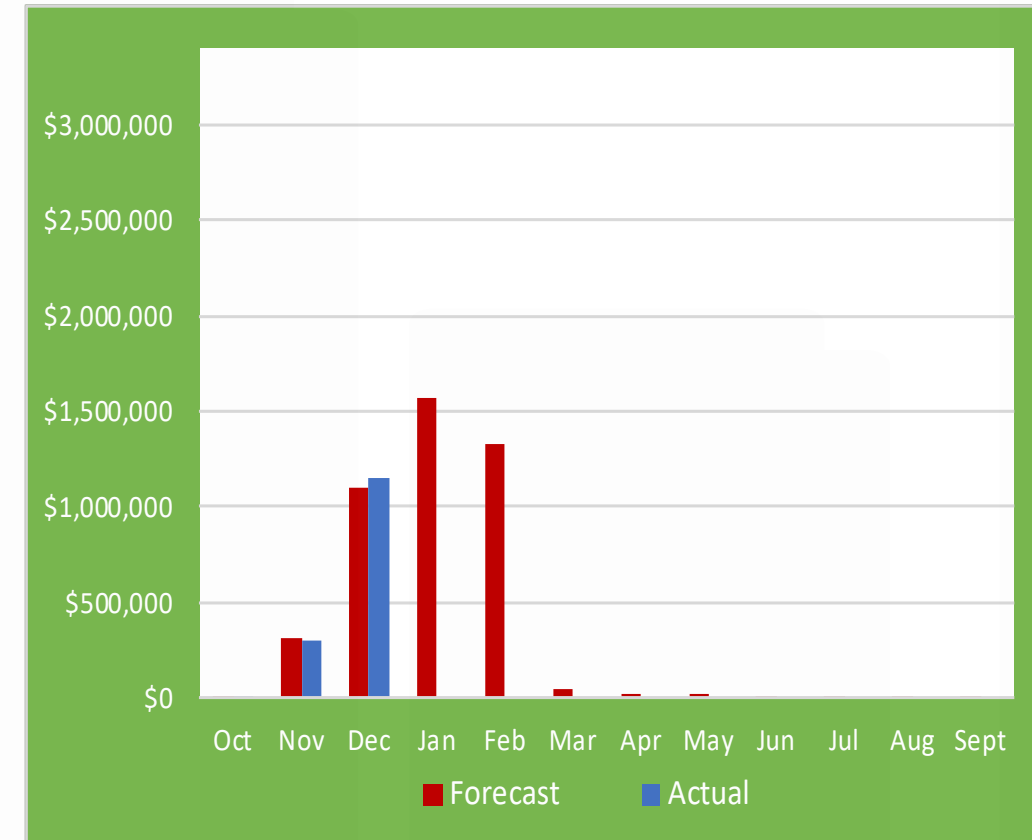


POSITIVE

Sales Tax is 42% of the total budgeted revenue for General Fund. The actual amounts for Oct. and Nov. are estimated due to the State Comptroller's two month lag in payment of these earned taxes. The actual is 8.7% greater than forecasted and almost 14% over the same period last year.

PROPERTY TAX REVENUE

<u>Month</u>	<u>FY2022 Forecast</u>	<u>FY2022 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 150	\$ 182	\$ 32
Nov	309,543	300,872	\$ (8,671)
Dec	1,105,509	1,147,364	\$ 41,855
Jan	1,565,401		
Feb	1,326,611		
Mar	44,220		
Apr	17,688		
May	17,688		
Jun	8,844		
Jul	8,844		
Aug	8,844		
Sept	8,694		
Total	\$ 4,422,036	\$ 1,448,418	\$ 33,216
Cumulative Forecast	\$ 1,415,202		
Actual to Forecast	\$ 33,216	2.35%	



POSITIVE

Property tax represents 31% of the total General Fund revenue budget. As you can see from the forecast, they are generally collected from December to February. The forecast has been updated based on actual payment patterns this fiscal year. The Actual is 2.35% over forecast.

GENERAL FUND EXPENDITURES BY DEPT.

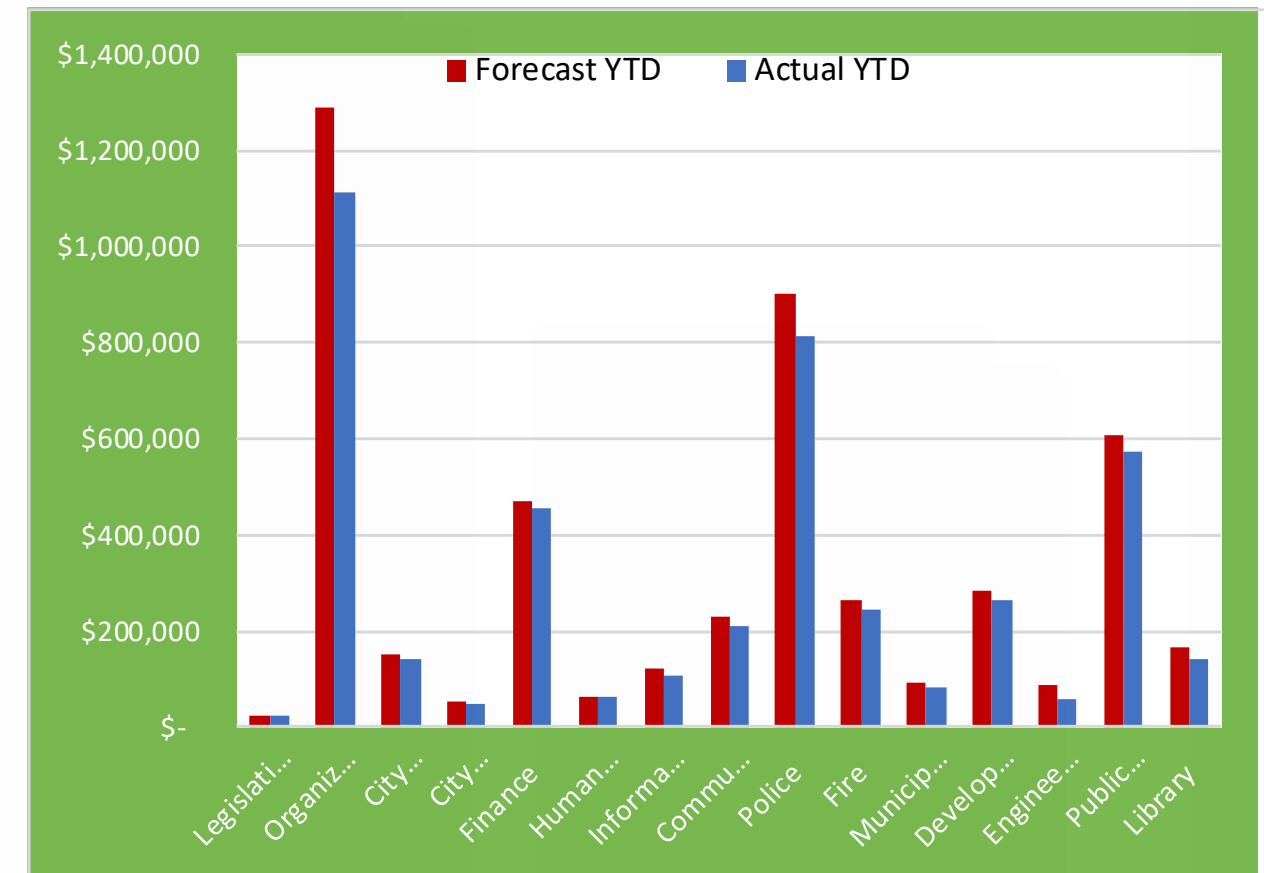
<u>Division</u>	<u>FY2022 Forecast YTD</u>	<u>FY2022 Actual YTD</u>	<u>Variance</u>
Legislative	\$ 22,775	\$ 23,092	\$ 317
Organizational	1,286,807	1,112,833	\$ (173,974)
City Manager	149,830	140,732	\$ (9,098)
City Secretary	54,731	49,923	\$ (4,808)
Finance	468,782	454,960	\$ (13,822)
Human Resources	64,670	63,660	\$ (1,010)
Information Technology	123,472	109,774	\$ (13,698)
Community Engagemen	230,599	211,387	\$ (19,212)
Police	902,567	811,159	\$ (91,408)
Fire	263,481	246,446	\$ (17,035)
Municipal Court	93,308	83,523	\$ (9,785)
Development Services	282,439	264,995	\$ (17,444)
Engineering	85,642	57,631	\$ (28,011)
Public Works	606,586	571,950	\$ (34,636)
Library	164,722	143,029	\$ (21,693)
Total	\$ 4,800,411	\$ 4,345,094	\$ (455,317)

Actual to Forecast

90.5%

POSITIVE

This page in the financial report looks at forecast to actual by department within the General Fund. YTD the actual is 90% of forecast. We will continue to refine our forecast based on historic patterns and understanding of when payments are processed.

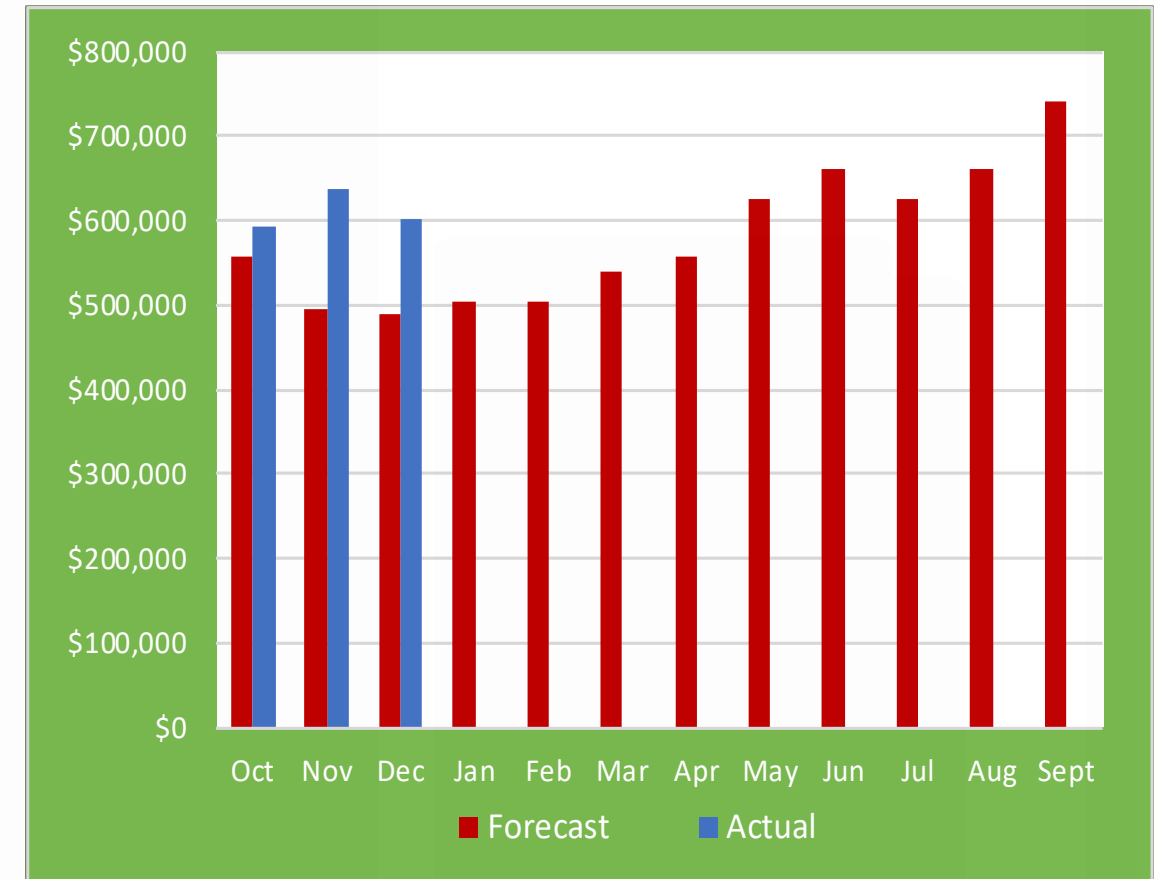


COMPREHENSIVE MONTHLY FINANCIAL REPORT –December 2021

REVENUE ANALYSIS

WATER/WASTEWATER REVENUE

<u>Month</u>	<u>FY2022 Forecast</u>	<u>FY2022 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 556,791	\$ 592,481	\$ 35,690
Nov	494,957	637,628	\$ 142,671
Dec	487,757	602,279	\$ 114,522
Jan	505,193		
Feb	504,957		
Mar	539,355		
Apr	556,791		
May	626,062		
Jun	660,698		
Jul	625,826		
Aug	660,461		
Sept	739,732		
Total	\$ 6,958,580	\$ 1,832,388	\$ 292,883
Cumulative Forecast	\$ 1,539,505		
Actual to Forecast	\$ 292,883	19.02%	



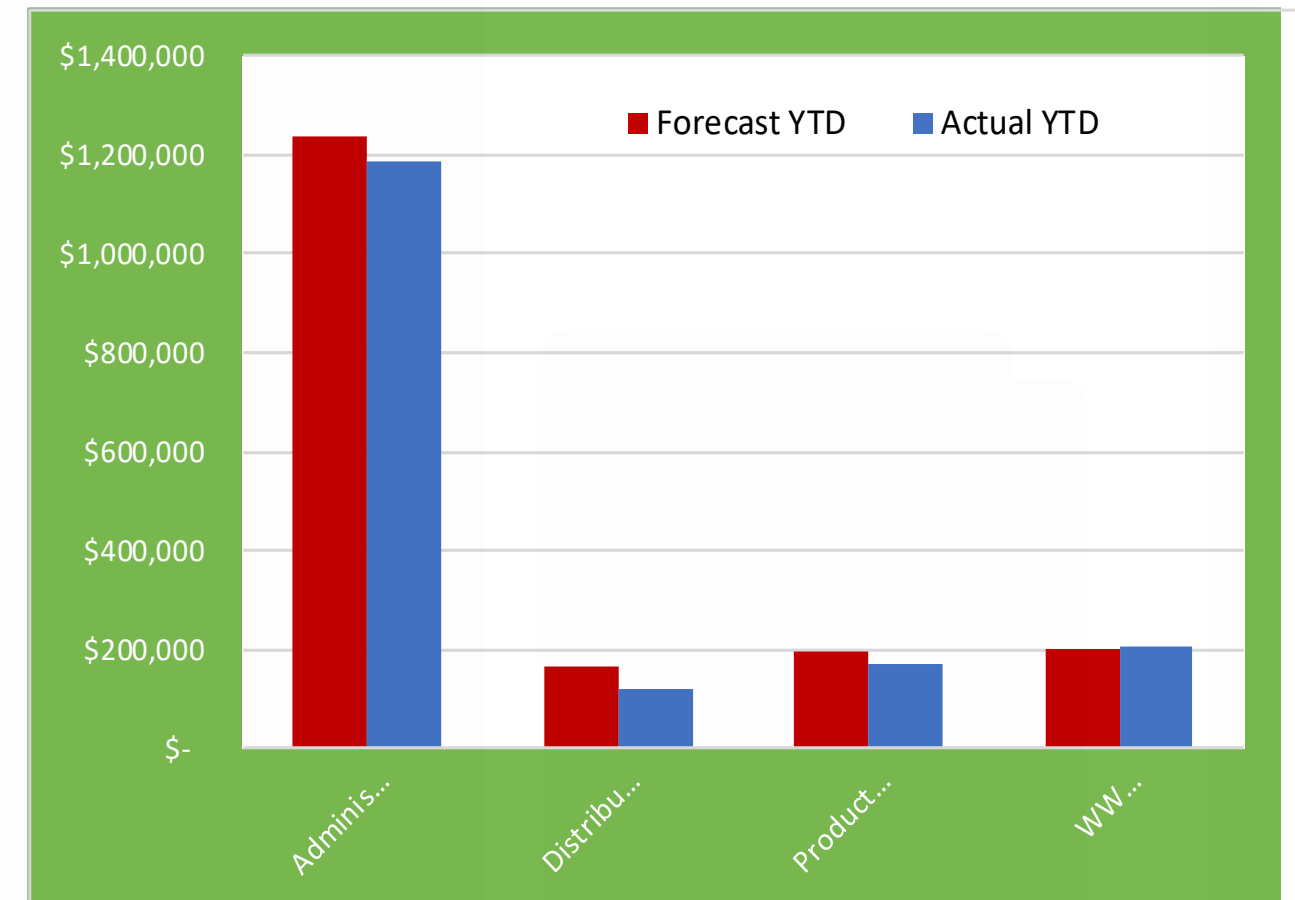
POSITIVE

The water and wastewater actual revenue is higher than forecast almost 19%. There were 19 new meters set this month all residential.

EXPENSE ANALYSIS

WATER/WASTEWATER EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2022 Forecast YTD</u>	<u>FY2022 Actual YTD</u>	<u>Variance</u>
Administration	\$ 1,235,817	\$ 1,185,480	\$ (50,337)
Distribution/Collection	168,332	119,722	\$ (48,610)
Production/Treatment	197,360	173,522	\$ (23,838)
WW Treatment Plant	<u>203,736</u>	<u>206,074</u>	<u>\$ 2,338</u>
 Total	 <u>\$ 1,805,245</u>	 <u>\$ 1,684,798</u>	 <u>\$ (120,447)</u>
 Actual to Forecast	 93.3%		



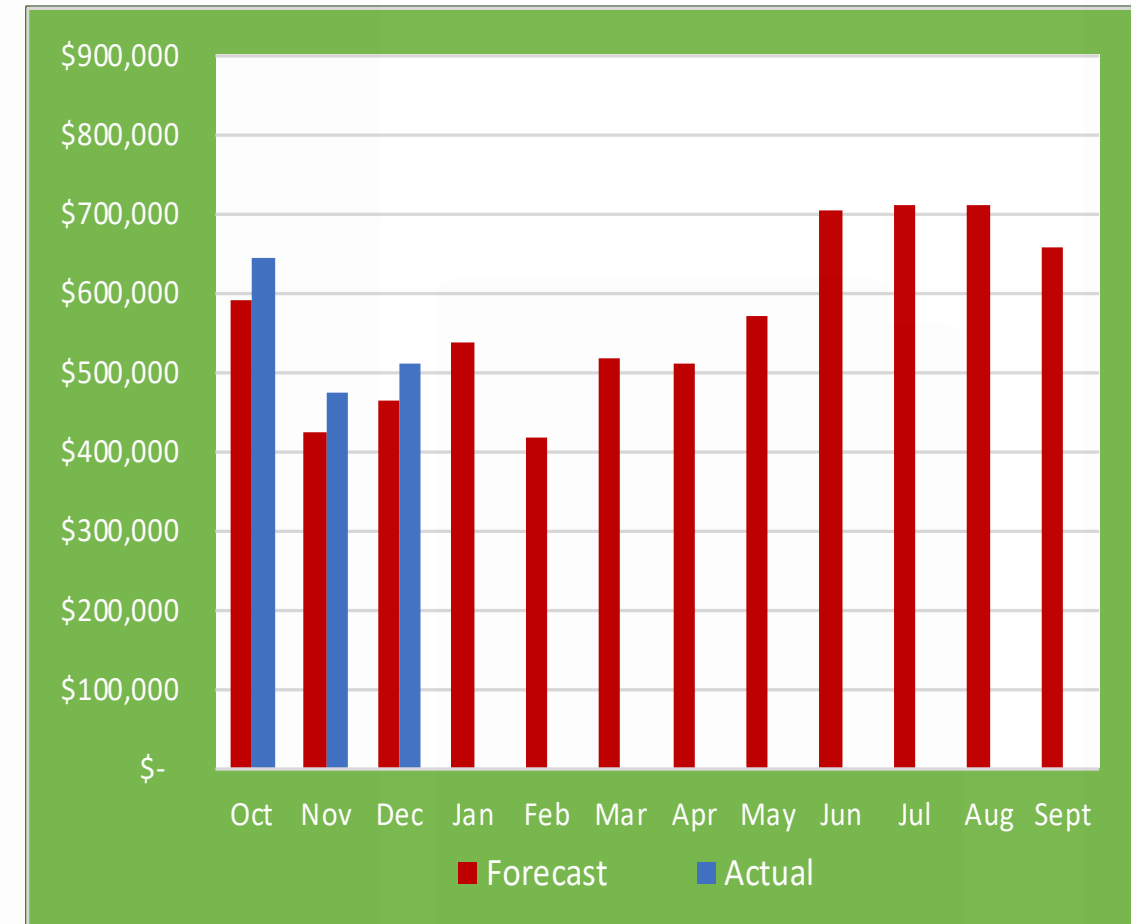
POSITIVE

This page tracks the actual to forecast by divisions within the Water/Wastewater department. The actual is 93% of forecast. Most of the variance is related to salary savings.

REVENUE ANALYSIS

ELECTRIC FUND REVENUE

<u>Month</u>	<u>FY2022 Forecast</u>	<u>FY2022 Actual</u>	<u>Monthly Variance</u>
Oct	\$ 590,953	\$ 643,338	\$ 52,385
Nov	423,127	475,082	\$ 51,955
Dec	463,040	510,608	\$ 47,568
Jan	536,213		
Feb	418,436		
Mar	516,256		
Apr	509,604		
May	569,473		
Jun	702,515		
Jul	709,167		
Aug	709,167		
Sept	655,954		
Total	\$ 6,803,905	\$ 1,629,028	\$ 151,908
Cumulative Forecast	\$ 1,477,120		
Actual to Forecast	\$ 151,908	10.28%	



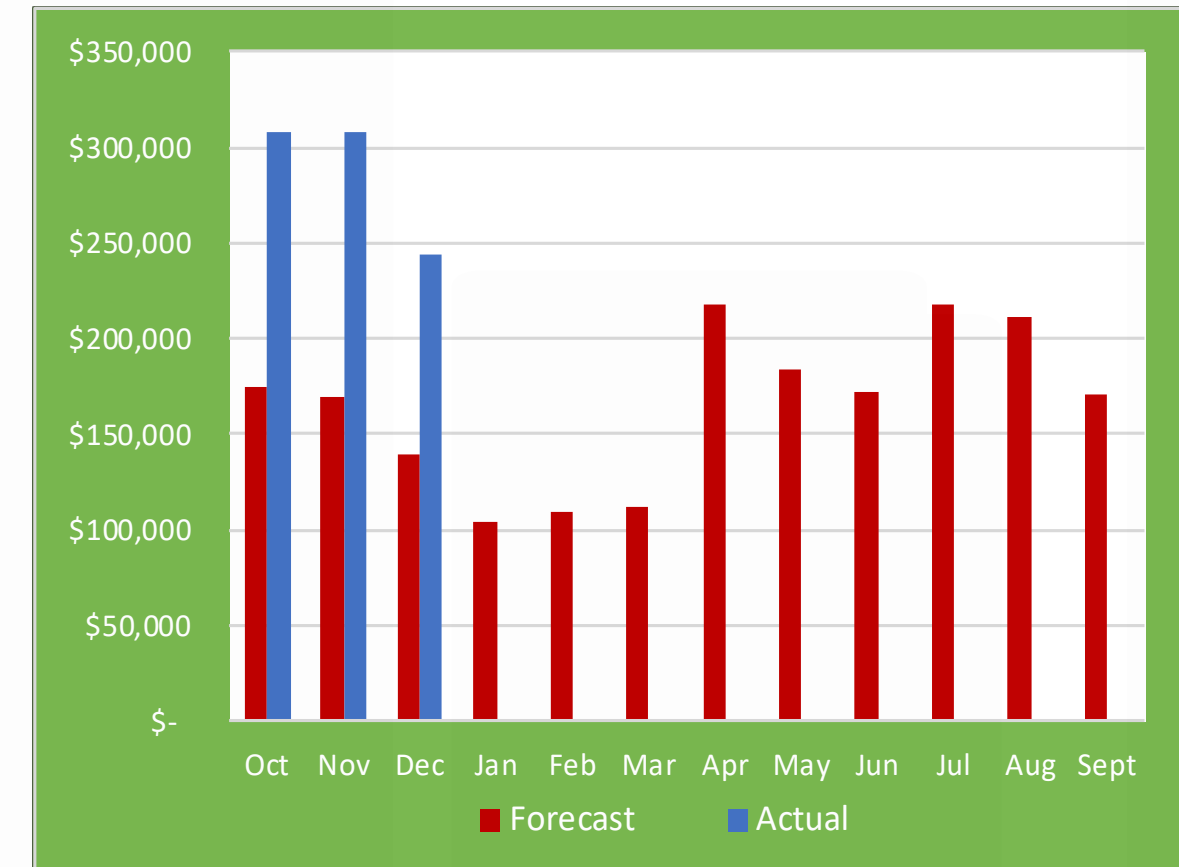
POSITIVE

The Electric utility revenue is almost 10% above forecasted revenue. There was 2 new meter set this month, all residential.

REVENUE ANALYSIS

HOTEL OCCUPANCY TAX REVENUE

Month	FY2022 Forecast	FY2022 Actual	Monthly Variance
Oct	\$ 175,141	\$ 308,000	\$ 132,859
Nov	169,815	308,282	\$ 138,467
Dec	139,201	244,387	\$ 105,186
Jan	103,751		
Feb	109,813		
Mar	111,466		
Apr	217,859		
May	183,880		
Jun	171,572		
Jul	217,551		
Aug	210,762		
Sept	170,537		
Total	\$ 1,981,348	\$ 860,669	\$ 376,512
Cumulative Forecast	\$ 484,157		
Actual to Forecast %	\$ 376,512	77.8%	



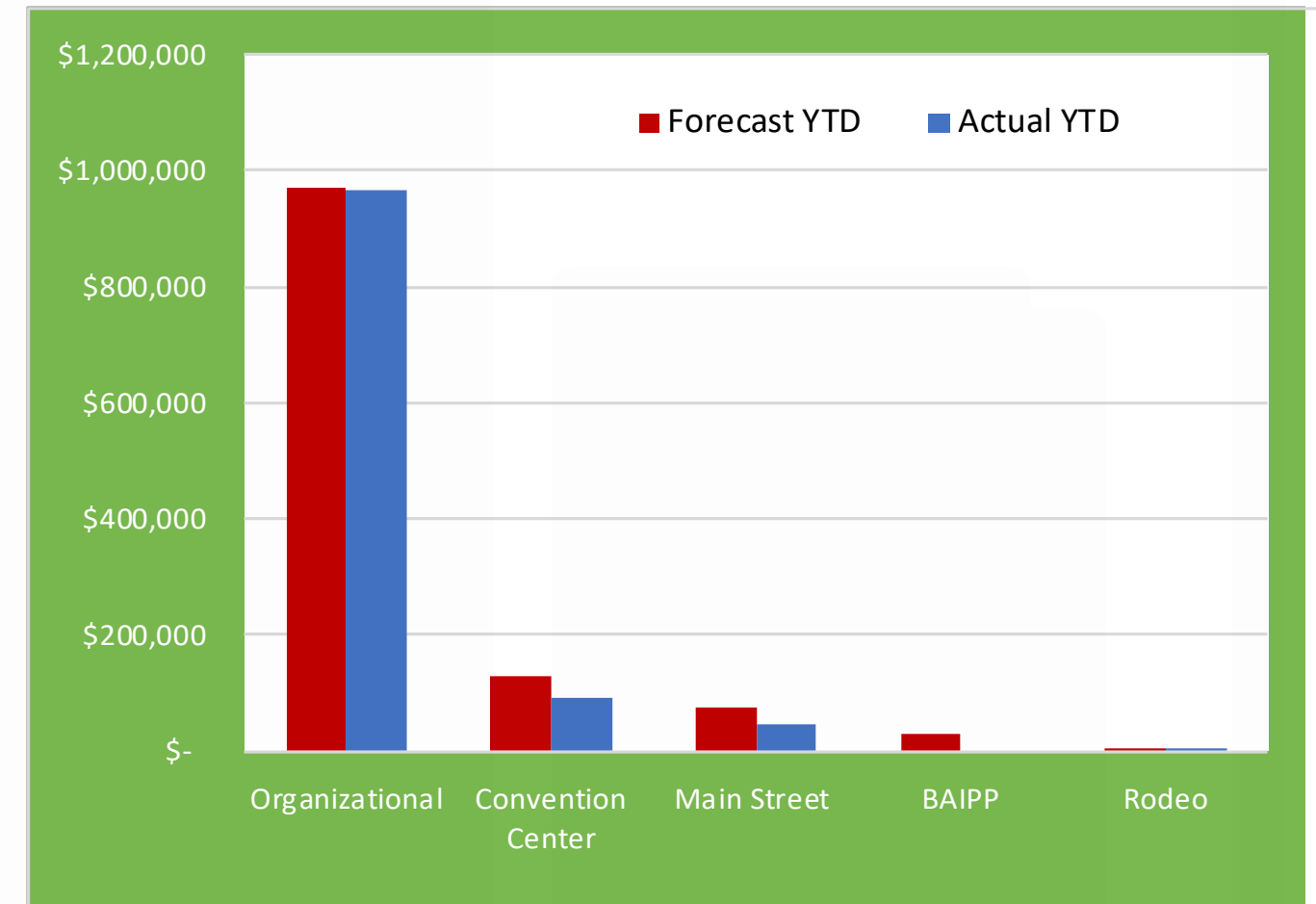
POSITIVE

So far YTD we are 78% positive actual to forecast. ***The Hotel Tax revenue YTD is \$484,041 more than same time last year.***

EXPENSE ANALYSIS

HOTEL OCCUPANCY TAX EXPENDITURES BY DIVISION

<u>Division</u>	<u>FY2022 Forecast YTD</u>	<u>FY2022 Actual YTD</u>	<u>Variance</u>
Organizational	\$ 968,483	\$ 967,633	\$ (850)
Convention Center	127,162	91,821	\$ (35,341)
Main Street	76,517	46,464	\$ (30,053)
BAIPP	27,163	-	\$ (27,163)
Rodeo	<u>725</u>	<u>723</u>	<u>\$ (2)</u>
Total	\$ 1,200,050	\$ 1,106,641	\$ (93,409)
Actual to Forecast		92.2%	



POSITIVE

This report shows the actual to forecast for each division located in the Hotel Occupancy Tax Fund. YTD is reporting actual is almost 92% of forecast.

Legal fees by Attorney/Category

COMPREHENSIVE MONTHLY FINANCIAL REPORT – December 2021

FIRM	CASE	FY19-20	FY20-21	FY21-22
BUNDREN				
	Pine Forest Interlocal	\$ 1,298	\$ 944	\$ -
BOJORQUEZ				
	General Legal	\$ 185,102	\$ 166,756	\$ 50,129
	NEU Review	\$ -	\$ 8,493	\$ -
	Bastrop 552	\$ -	\$ 2,810	\$ 873
	COVID-19	\$ 8,687	\$ 186	\$ -
	Pine Forest Interlocal	\$ 1,275	\$ -	
	Prosecutor (Municipal Court)	\$ 15,526	\$ 16,331	\$ 6,432
	Water/WW	\$ 57,168	\$ 96,362	\$ 19,504
RUSSEL RODRIGUEZ HYDE				
	Hunter's Crossing PID	\$ 7,378	\$ 10,466	\$ 769
MULTIPLE FIRMS				
	XS Ranch Water Rights	\$ 4,888	\$ -	\$ -
	Hunter's Crossing PID	\$ 10,391	\$ -	\$ -
	WWW Contract reviews	\$ -	\$ 1,425	\$ 6,441
TAYLOR, OLSON, ADKINS, SRALLA & ELAM				
	71 Bastrop & MC Bastrop 71	\$ -	\$ 7,333	\$ 4,050
	Red Light Camera Suit	\$ 64	\$ -	\$ -
		\$ 291,777	\$ 311,106	\$ 88,198

SUMMARY OF CASE/TYPE

Row Labels	Sum of FY19-20	Sum of FY20-21	Sum of FY21-22
71 Bastrop & MC Bastrop 71	\$ -	\$ 7,333	\$ 4,050
Bastrop 552	\$ -	\$ 2,810	\$ 873
COVID-19	\$ 8,687	\$ 186	\$ -
General Legal	\$ 185,102	\$ 166,756	\$ 50,129
Hunter's Crossing PID	\$ 17,769	\$ 10,466	\$ 769
NEU Review	\$ -	\$ 8,493	\$ -
Pine Forest Interlocal	\$ 2,573	\$ 944	\$ -
Prosecutor (Municipal Court)	\$ 15,526	\$ 16,331	\$ 6,432
Red Light Camera Suit	\$ 64	\$ -	\$ -
W/WW Contract reviews	\$ -	\$ 1,425	\$ 6,441
Water/WW	\$ 57,168	\$ 96,362	\$ 19,504
XS Ranch Water Rights	\$ 4,888	\$ -	\$ -
Grand Total	\$ 291,777	\$ 311,106	\$ 88,198



STAFF REPORT

MEETING DATE: January 25, 2022

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 January 25, 2022. 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: January 25, 2022

AGENDA ITEM: 12A

TITLE:

Consider action to approve City Council minutes from the January 11, 2022, 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 January 11, 2022, Regular meeting.

ATTACHMENTS:

- January 11, 2022 DRAFT Regular Meeting Minutes.



JANUARY 11, 2022

The Bastrop City Council met in a regular meeting on Tuesday, January 11, 2022, 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, and Rogers. Officers present were City Manager, Paul A. Hofmann; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

CALL TO ORDER

At 6:30 p.m. Mayor Schroeder called the meeting to order with a quorum being present. Council Member Peterson was absent.

PLEDGE OF ALLEGIANCE

Kannin Bartsch, Lane Jacobs, Joshua Rivera, Jean Wieburg, Kade Ash, Red Rock Elementary's RISE Space Program, led the Pledge of Allegiance.

INVOCATION

Dustin Bartee, Senior Minister with Bastrop Christian Church, gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report
- 4B. Council Members' Report
- 4C. City Manager's Report
- 4F. Presentation of Lost Pines Christmas Parade Winners. (Submitted by: Rebecca Gleason, Assistant City Manager)
The presentation was made by Kathy Danielson, Special Events Manager.
- 4D. A proclamation of the City Council of the City of Bastrop, Texas, recognizing January 17, 2022 as Dr. Martin Luther King, Jr. Day. (Submitted by: Ann Franklin, City Secretary)
The proclamation was read at the MLK Walk by Mayor Schroeder.
- 4E. A proclamation of the City Council of the City of Bastrop, Texas, recognizing the year of 2022 as The Bastrop Chamber of Commerce Centennial Year. (Submitted by: Ann Franklin, City Secretary)
The proclamation was read into record by Mayor Schroeder and accepted by The Chamber of Commerce staff.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve a Letter of Intent between the Emile Multicultural Center/Recreation Complex, Bastrop Independent School District, and City of Bastrop to establish a partnership toward the acquisition, construction, and operation of a community facility that will provide both cultural and recreational benefits to the Bastrop area.
Presentation was made by Paul A. Hofmann, City Manager and Charles Washington, Chairman of the Board of Directors Emile Multicultural Center/Recreation Complex.

SPEAKERS

**Chris Kirby
906 Main Street**

**Gary Moss
1706 Wilson Street**

**George Granada
137 Margie's Way
845.406.2722**

A motion was made by Council Member Rogers to approve the Letter of Intent between the Emile Multicultural Center/Recreation Complex, Bastrop Independent School District, and City of Bastrop, seconded by Council Member Jackson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

Mayor Schroeder recessed the meeting at 7:50 p.m.

Mayor Schroeder called the meeting back to order at 7:58 p.m.

- 9F. Consider action to approve Ordinance No. 2022-01 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 2022; 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. (Submitted by: Tracy Waldron, Chief Financial Officer)

Presentation was made by Tracy Waldron, Chief Financial Officer and Dan Wegmiller, Specialized Public Finance.

A motion was made by Council Member Rogers to approve Ordinance No. 2022-01, seconded by Council Member Jackson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

CITIZEN COMMENTS

**Cheryl E. Lee
801 Laurel St.
512.636.0374**

CONSENT AGENDA

- 8F. Consider action to approve Resolution No. R-2022-01 of the City Council of the City of Bastrop, Texas approving the Bastrop Police Department to apply for a grant from the 2021 State Homeland Security Program (SHSP) Terrorism grant for a Regional Law Enforcement Surveillance Trailer at a total cost of forty-nine thousand nine-hundred fifty dollars (\$49,950) with no matching funds from the City of Bastrop; authorizing the Chief of Police as the Grantee's Authorized Official; providing for a

severability clause; and establishing an effective date. (Submitted by: Clint Nagy, Chief of Police)

Presentation was made by Clint Nagy, Chief of Police.

SPEAKER

Chris Kirby

33 Lost Pine Avenue

Bastrop, TX

A motion was made by Council Member Jackson to approve Resolution No. R-2022-01, seconded by Council Member Rogers, motion was approved on a 4-0 vote. Council Member Peterson was absent.

ITEMS FOR INDIVIDUAL CONSIDERATION CONTINUED

- 9E. Hold a public hearing and consider action on the first reading of Ordinance No. 2022-02 to approve a change in the zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 from P2 Rural to P-EC Employment Center, and establish the Bastrop Business and Industrial Park Zoning Concept Scheme on 146.213 acres in the Bastrop Business and Industrial Park Subdivision, with the condition of adding a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed, located south of SH 71, within the city limits of Bastrop, Texas, as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing and effective date; and proper notice and meeting, and move to include on the January 25, 2022, Consent Agenda for second reading. (Submitted by: Jennifer C. Bills, Director of Planning & Development)

Presentation was made by Jennifer C. Bills, Director of Planning & Development.

Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Rogers to approve the first reading of Ordinance No. 2022-02 to include on the January 25, 2022, Consent Agenda for second reading, seconded by Council Member Crouch, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9B. Consider action to approve Resolution No. R-2022-06 of the City Council of the City of Bastrop, Texas to renovate/remodel the appraisal office facilities. (Submitted by: Paul A. Hofmann, City Manager)

Presentation was made by Faun Cullens, Chief Appraiser of Bastrop County.

A motion was made by Council Member Jackson to approve Resolution No. R-2022-06, seconded by Mayor Pro Tem Nelson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9G. Consider action to approve Resolution No. R-2022-08 of the City Council of the City of Bastrop, Texas authorizing the City Manager to execute an agreement consenting to the assignment of the 2009 Development Agreement and the Groundwater Rights Purchase agreement from the previous owner to Capital Land Investments 3 L.P.

(CL13). attached as Exhibit A; 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.

A motion was made by Council Member Jackson to approve Resolution No. R-2022-08, seconded by Council Member Rogers, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9I. Consider action to approve Resolution No. R-2022-07 of the City Council of the City of Bastrop, Texas awarding an amendment to task order Bas.006 to provide professional engineering services for the Transfer Lift Station and Force Main (TLS & FM) project, with KSA Engineers, Inc. to a not to exceed amount of Two Hundred and Twenty Thousand Dollars (\$220,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)

Presentation was made by Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management.

A motion was made by Council Member Rogers to approve Resolution No. R-2022-07, seconded by Mayor Pro Tem Nelson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

WORK SESSION/BRIEFINGS

- 5A. Receive presentation regarding charter amendment. (Submitted by: Alan Bojorquez, City Attorney)

The presentation was made by Alan Bojorquez, City Attorney.

STAFF AND BOARD REPORTS

- 6A. Receive presentation on the unaudited Monthly Financial Report for the period ending November 30, 2021. (Submitted by: Tracy Waldron, Chief Financial Officer)

Presentation was made by Tracy Waldron, Chief Financial Officer.

CONSENT AGENDA CONTINUED

A motion was made by Council Member Jackson to approve Items 8A, 8B, 8C, 8D, 8E, 8G, 8H, and 8I as listed on the Consent Agenda after being read into the record by City Secretary, Ann Franklin. Seconded by Council Member Mayor Pro Tem Nelson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 8A. Consider action to approve City Council minutes from the December 14, 2021, Regular meeting. (Submitted by: Ann Franklin, City Secretary)

- 8B. Consider action to approve the second reading of Ordinance No. 2021-17 adopting the 2022 Annual Schedule of Uniform Submittal Dates, per Bastrop Building Block (B³) Code Section 2.3.004 Annual Adoption of Schedule of Uniform Submittal Dates for Site Plans and Place Type Zoning Changes, and Bastrop Building Block (B³) Technical Manual Section 1.2.002 Uniform Submittal Dates, as shown in Exhibit A,

- establishing a repealing clause, providing severability, and providing an effective date. (Submitted by: Allison Land, Senior Planner)
- 8C. Consider action to approve the second reading of Resolution No. R-2021-112 of the City Council of the City of Bastrop, Texas, approving a Project with Coltzin, LLC, in the amount of Two Hundred Thirty-Three Thousand, Nine Hundred Thirty-Four Dollars and 62/100 (\$233,934.62) for the project; and providing an effective date. (Submitted by: Genora Young, BEDC Interim Executive Director)
- 8D. Consider action to approve the second reading of Resolution No. R-2021-113 of the City Council of the City of Bastrop, Texas, approving a project with TA Bastrop, LLC, in the amount of Three Hundred Thousand Dollars (\$300,000.00) for the project; and providing an effective date. (Submitted by: Genora Young, BEDC Interim Executive Director)
- 8E. Consider action to approve Resolution No. R-2022-02 of the City Council of the City of Bastrop, Texas, approving the Federal Grant Procurement Policy, attached as Exhibit A; providing for a repealing clause and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8G. Consider action to approve the second reading of Ordinance No. 2021-20 of the City Council of the City of Bastrop, Texas, designating and recognizing an area, that being approximately 546 acres located at 1240 Lover's Lane, in the extraterritorial jurisdiction of Bastrop, Texas, as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8H. Consider action to approve the second reading of Ordinance No. 2021-19 of the City Council of the City of Bastrop, Texas nominating an area, that being approximately 546 acres located at 1240 Lovers Lane, in the extraterritorial jurisdiction of Bastrop Texas, for State of Texas designation as a media production development zone; and authorizing the City Manager to execute all necessary documents; providing for a repealing clause and establishing an effective date. (Submitted by: Tracy Waldron, Chief Financial Officer)
- 8I. Consider action to approve the second reading of Ordinance No. 2021-21 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2022 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. (Submitted by: Tracy Waldron, Chief Financial Officer)

ITEMS FOR INDIVIDUAL CONSIDERATION - CONTINUED

- 9C. Consider action to approve Resolution No. R-2022-04 of the City Council of the City of Bastrop, Texas for the Professional Engineering Services of Applied Pavement Technology for the Pavement Condition Index Study, in the Amount of Fifty-Five Thousand Dollars and no/100 (\$55,000.00) for the Project; and providing an effective date, as attached as Exhibit A; authorizing the City Manager to execute all necessary

document; providing for a repealing clause; and establishing an effective date.
(Submitted by: Curtis Hancock, Director of Public Works)

Presentation was made by Curtis Hancock, Director of Public Works.

A motion was made by Council Member Jackson to approve Resolution No. R-2022-04, seconded by Council Member Crouch, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9D. Consider action to approve Resolution No. R-2022-05 of the City Council of the City of Bastrop, Texas awarding a research agreement with Texas A&M Engineering Experiment Station for the GIS (Geographic Information System) Database project in the amount of Fifty-Two Thousand Two Hundred and Fifty-Two Dollars (\$52,252.00) as attached 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, MIAM, Director of Engineering and Capital Project Management)

Presentation was made by Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management.

A motion was made by Council Member Rogers to approve Resolution No. R-2022-05, seconded by Council Member Crouch, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9H. Consider action to approve Resolution No. R-2022-03 of the City Council of the City of Bastrop, Texas, approving a professional services contract with Dial Development Services, Ltd. (DDS). to provide the services of construction management and inspection to a not to exceed amount of two hundred thousand dollars (\$200,000); authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management)

Presentation was made by Fabiola de Carvalho, MIAM, Director of Engineering and Capital Project Management.

A motion was made by Council Member Rogers to approve Resolution No. R-2022-03, seconded by Council Member Jackson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9J. Consider action to approve Resolution No. R-2022-12 of the City Council of the City of Bastrop, Texas appointing Mayor Connie Schroeder to fill the vacancy as the General Assembly Representative to the Capital Area Council of Government (CAPCOG); authorizing the Mayor to execute all necessary documents; providing for a repealing clause; and establishing an effective date. (Submitted by: Paul A. Hofmann, City Manager)

This item was withdrawn from the agenda.

Adjourned at 10:00 p.m. without objection.

APPROVED:

Mayor Connie B. Schroeder

ATTEST:

City Secretary Ann Franklin

The Minutes were approved on January 25, 2022, by Council Member motion, Council Member second. The motion was approved on a vote.



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 12B

TITLE:

Consider action to approve the second reading of Ordinance No. 2022-02 to approve a change in the zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 from P2 Rural to P-EC Employment Center, and establish the Bastrop Business and Industrial Park Zoning Concept Scheme on 146.213 acres in the Bastrop Business and Industrial Park Subdivision, with the condition of adding a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed, located south of SH 71, within the city limits of Bastrop, Texas, , as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing and effective date; and proper notice and meeting.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, Director of Planning & Development

BACKGROUND/HISTORY:

The applicant has submitted an application for a Zoning Concept Scheme (ZCS) for Bastrop Business and Industrial Park (Exhibit A). The request is to rezone part of the Bastrop Business and Industrial Park from P2 Rural to PEC Employment Center and establish development standards for the entire Park including the area zoned PEC.

Please see the attached Report Memo for analysis and policy explanation.

RECOMMENDATION:

Approve a change in the zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 from P2 Rural to P-EC Employment Center and establish the Bastrop Business and Industrial Park Zoning Concept Scheme on 146.213 acres in the Bastrop Business and Industrial Park Subdivision, with the condition of adding a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed.

ATTACHMENTS:

- Report Memo
- Ordinance
- Exhibit A: Zoning Concept Scheme
- Attachment 1: Location Map
- Attachment 2: Applicant's Project Description Letter
- Attachment 3: Property Owner Notice
- Attachment 4: Property Owner Notice Responses
- Attachment 5: Zoning Map
- Attachment 6: Future Land Use Map
- Presentation

TO: Paul A. Hofmann, City Manager
From: Jennifer C. Bills, Director of Planning & Development
Date: December 30, 2021
Subject: Bastrop Business and Industrial Park Zoning Concept Scheme



=====

ITEM DETAILS:

Site Address: South of Technology Dr. and Jackson St. (Attachment 1)
Total Acreage: 146.213 acres
Acreage Rezoned: 78.128 acres
Legal Description: 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1, and 68.085 acres of land out of Bastrop Business and Industrial Park, Phase 1, Lot Reserve D

Property Owner: Bastrop Economic Development Corporation
Agent Contact: Jean Riemenschneider/BEDC

Existing Use: Vacant/Undeveloped
Existing Zoning: P-EC Employment Center/P2 Rural
Proposed Zoning: P-EC Employment Center
Character District: Pine Village
Future Land Use: Industry

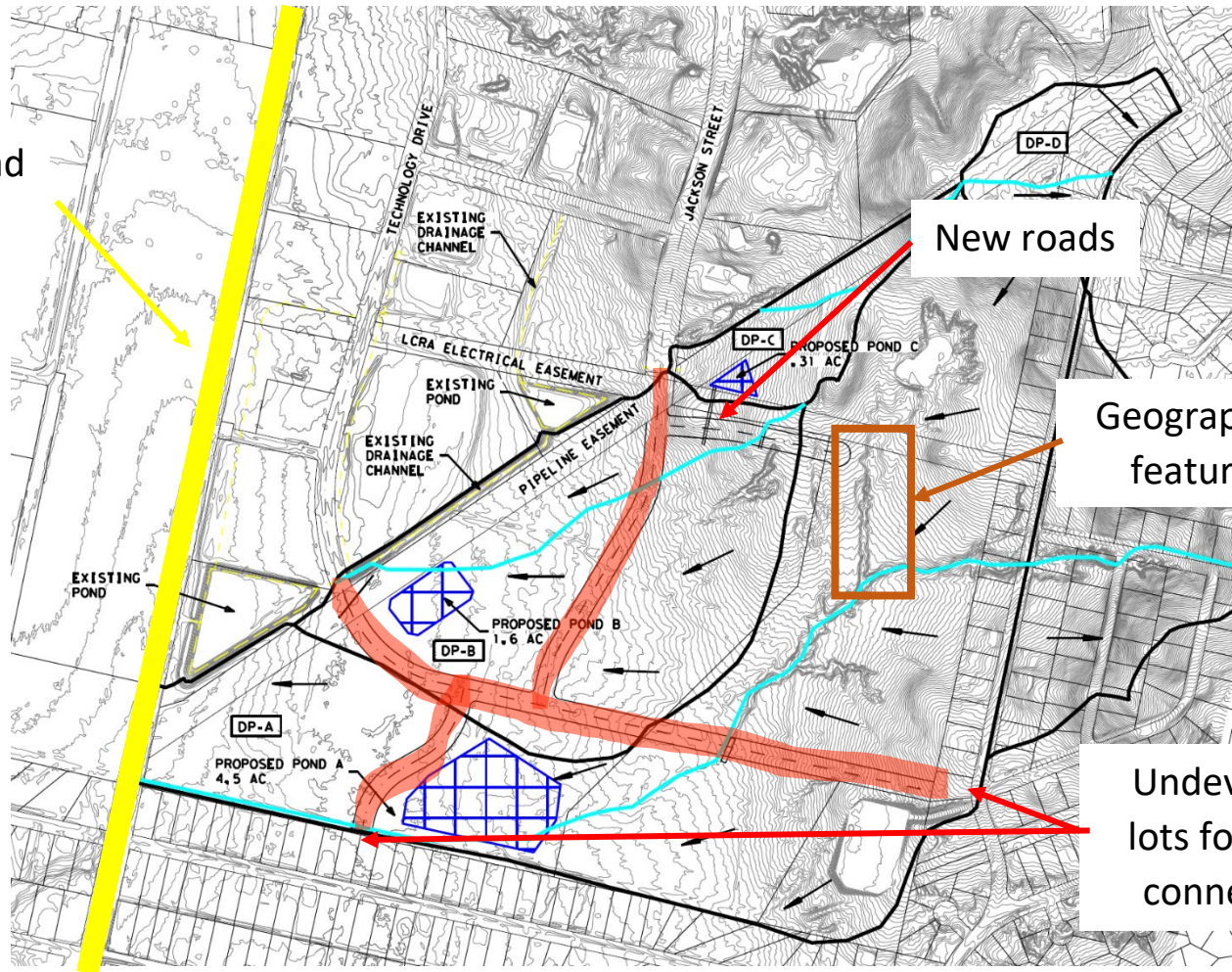
BACKGROUND/HISTORY:

The applicant has submitted an application for a Zoning Concept Scheme (ZCS) for Bastrop Business and Industrial Park (Exhibit A). The request is to rezone part of the Bastrop Business and Industrial Park from P2 Rural to PEC Employment Center and establish development standards for the entire Park including the area zoned PEC.

Place Type Employment Center is defined in the code as “Areas that by their function, deposition, or configuration cannot, or should not, conform to one or more of the Place Types. EC shall be used for job creation centers and Building forms that do not fit within the character of the Place Types. The Development Standards set in the B³ Code for PEC are based on Place Type 5 zoning but have several standards that are left blank and are intended to be determined during the ZCS, Neighborhood Regulating Plan, or on individual sites by Warrant.

The proposed ZCS plans for the extensions of Technology Drive, S. Jackson Street, and two additional future streets. The base development standards call for the 720-foot block grid, however this area has a number of existing developed and geographic features.

Railroad
tracks

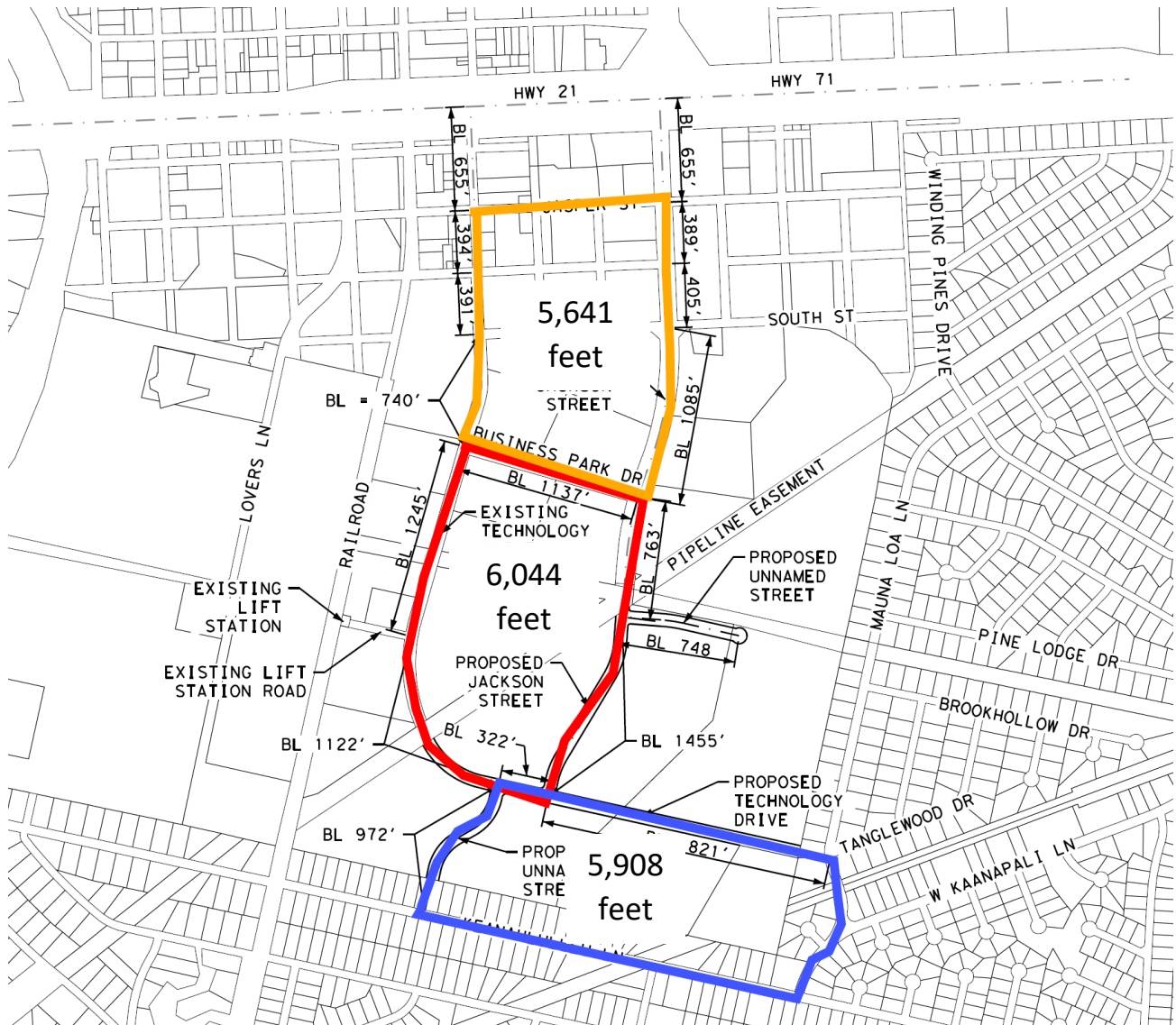


New roads

Geographic
feature

Undeveloped
lots for future
connections

To the west, the entire development is bounded by the Union Pacific Railroad. To the south and east, the property is bounded by existing residential lots. The ZCS lines up the future road extensions with currently vacant lots. To the east of the future road extension from S. Jackson Street, there is a ravine that would require additional infrastructure and the road would connect through developed residential lots. Due to these conditions, the block lengths will exceed 720 feet and the block perimeter or 2,880 feet. See block perimeter diagram below.



Zoning Concept Schemes also take into account the variety of place type zoning districts in a pedestrian shed. For this area, the applicant has shown four pedestrian sheds covering the existing P2 Place Type. For the Pedestrian Shed mix, PEC is not a required Place Type, as it is considered on a case-by-case basis. As there is no minimum for P2 Rural zoning, the change to PEC does not reduce the compliance with the Pedestrian Shed requirements.

Landscape plans for overall style and Street Type compliance are also considered. The landscape plan conceptually addresses the requirements, showing an emphasis on landscaping on the secondary street frontages and states that the development will provide street trees. Compliance with this regulation is verified upon review of the Public Improvement Plans and Site Development Plans. For the Street Type, the ZCS refers to the Regional Commercial cross section, which can be modified during the Public Improvement Plan review by the City Engineer to meet existing natural and built conditions of the existing development.

Drainage

A Zoning Concept Scheme must be accompanied by a Conceptual Drainage Plan to ensure that the proposed development is feasible. A Conceptual Drainage Plan has been reviewed with no major issues. With the new development, the plan identifies three new potential drainage ponds to mitigate the new development.

PUBLIC COMMENTS:

Property owner notifications were sent to 70 adjacent property owners on December 2, 2021 (Attachment 4). At the time of this report, 5 responses have been received, 2 in favor, 1 with no objection and 2 opposed (Attachment 5). Additionally, two owners of one residential ETJ property to the south spoke at the P&Z meeting and were concerned about what kind of buffer/separation would be provided at the southern border of the park.

POLICY EXPLANATION:

Texas Local Government Code

Sec. 211.006. PROCEDURES GOVERNING ADOPTION OF ZONING REGULATIONS AND DISTRICT BOUNDARIES. (a) The governing body of a municipality wishing to exercise the authority relating to zoning regulations and zoning district boundaries shall establish procedures for adopting and enforcing the regulations and boundaries. A regulation or boundary is not effective until after a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Before the 15th day before the date of the hearing, notice of the time and place of the hearing must be published in an official newspaper or a newspaper of general circulation in the municipality.

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

N/A. Bastrop is not a general-law municipality.

(c) If the governing body of a home-rule municipality conducts a hearing under Subsection (a), the governing body may, by a two-thirds vote, prescribe the type of notice to be given of the time and place of the public hearing. Notice requirements prescribed under this subsection are in addition to the publication of notice required by Subsection (a).

Notice of the meeting was posted at least 72 hours in advance.

(d) If a proposed change to a regulation or boundary is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

(1) the area of the lots or land covered by the proposed change; or

(2) the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.

(e) In computing the percentage of land area under Subsection (d), the area of streets and alleys shall be included.

At the time of this report, no protest has been received.

(f) The governing body by ordinance may provide that the affirmative vote of at least three-fourths of all its members is required to overrule a recommendation of the municipality's zoning commission that a proposed change to a regulation or boundary be denied.

If the Planning & Zoning Commission recommends denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.

At least 5 members of the Planning & Zoning Commission must vote to make an official recommendation to the City Council. Failure to reach five vote means no official recommendation can be forwarded, but this does not impact the City Council's vote requirement to approve or deny the request.

Compliance with 2036 Comprehensive Plan:

Future Land Use Plan – The Industry character area supports light industrial, and warehousing and distribution, land uses. Activities within this character area include the assembly, production, and storage of finished products, and may require industrialized buildings of substantial size, as well as areas for outdoor storage. Primary land uses may be expected to generate high volumes of heavy vehicle traffic. The Industry character area may also support some heavy manufacturing activity on a case-by-case basis, but only where performance measures on nuisances (e.g., noise, dust, light, etc.) may be mitigated.

- Land uses should be located on and take vehicular access from arterial roads, or from industrial streets which lead directly to arterial streets.
- Substantial landscaping should be placed in required yards to enhance buffering and screening. The maintenance of existing tree cover in required yards should be encouraged to meet landscaping requirements.

The proposed PEC and Zoning Concept Scheme is in compliance with the Future Land Use Plan.

Compliance with Bastrop Building Block (B³) Code:

B³ CODE INTENT (See Executive Summary)

The code is built around three core intents:

- Fiscal Sustainability

New development and redevelopment must be done with a focus on the intersection of the Public and Private Realms. This is the area where city and utility infrastructure are maintained in an efficient manner and the commercial development creates a complete neighborhood.

The development provides street and infrastructure connections with a Conceptual Utility Plan and Conceptual Drainage Plan that shows the extension of the stormwater system, water system and wastewater system that includes the need for a future lift station.

- Geographically Sensitive Developments

Development will retain its natural form and visual character, which is derived from the topography and native environment.

This area has several drainage areas that will require additional detention ponds within the development. On three sides, the development is bounded by existing development (railroad, single-family development). The ZCS has identified two additional opportunities for future connectivity through currently undeveloped lots. The future street extension east of S. Jackson Street is shown as a dead end due to existing topography.

- Perpetuation of Authentic Bastrop

The B³ Code will perpetuate the built form that has been predominate over the City's 189-year history. The recent trend of allowing parking and automobile traffic as the predominate feature has created a pattern that is contrary to the historical building patterns of the city and creates sites/buildings that are not adaptable and sustainable in the long-term.

The connection of Technology Drive and S. Jackson Street furthers the neighborhood's development in the same built form that was established in the earlier phases of the Bastrop Business and Industrial Park. The architectural styles proposed are in accordance with the existing style of development in the Park and include primary frontage architectural encroachments.

B³ Code ARTICLE 5.1 INTENT OF DEVELOPMENT PATTERNS

(b) The Development Pattern type will be used to guide the creation of the Zoning Concept Scheme and Neighborhood Regulating Plan (see Article 2-3 Neighborhood Regulating Plans in B3 Technical Manual) configurations suitable for different geographies and Character Districts.

The Character District of this project is Pine Village, which allows for Traditional Neighborhood Development (TND) using the standard building block pattern. The development is proposing the TND form by providing internal blocks and external future connections to create new blocks with existing streets.

SEC. 5.2.002 TND STANDARDS

1. Detail the block perimeters, block lengths, pedestrian shed area, place type allocations per B³ Code 3.2.002b.

In PEC Mix, the block perimeter maximum is 2880 feet. This is the distance around one farm lot, which is a block length of 720 feet. The zoning concept scheme proposes three complete large blocks (6,044 feet and 5,908 feet, 5,641 feet) and two incomplete blocks on the west and east sides of the development (bounded by the railroad and Pine Forest Unit VI).

Four quarter-mile radii over the P2 Rural around creates the pedestrian sheds for the area. The goal of a pedestrian shed is to ensure the neighborhood created is walkable. Allocations of various place types provide variety in a neighborhood to promote a complete neighborhood. Place type changes to PEC are considered on a case-by-case basis and are not included in the standard place type allocation percentages. This allows for additional factors unique to the needs of employment center sites to be considered wholistically for both the neighborhood and the community at large. The pedestrian sheds in this area show proximity of potential housing and commercial development to the Park.

PLANNING & ZONING COMMISSION RECOMMENDATION:

The P&Z Commission held a public hearing and made a recommendation to approve the Zoning Concept Scheme request with the condition that a 75-foot greenbelt buffer must be provided along the south and east sides of the park in which trees cannot be removed. The recommendation was approved by a vote of 6-1.

STAFF RECOMMENDATION:

Hold public hearing and consider action on the first reading of Ordinance No. 2022-02 to approve a change in the zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 from P2 Rural to P-EC Employment Center, and establish the Bastrop Business and Industrial Park Zoning Concept Scheme on 146.213 acres in the Bastrop Business and Industrial Park Subdivision, with the condition of adding a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed, located south of SH 71, within the city limits of Bastrop, Texas, , as shown in Exhibit A, providing for findings of fact, adoption, repealer, severability, and enforcement; establishing and effective date; and proper notice and meeting, and move to include on the January 25 2022, Consent Agenda for second reading.

ORDINANCE 2022-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, TO APPROVE A CHANGE IN THE ZONING FOR 78.128 ACRES OUT OF LAND OUT OF BASTROP BUSINESS AND INDUSTRIAL PARK, PHASE 1, BLOCK A, LOT 1 FROM P2 RURAL TO P-EC EMPLOYMENT CENTER, AND ESTABLISH THE BASTROP BUSINESS AND INDUSTRIAL PARK ZONING CONCEPT SCHEME ON 146.213 ACRES IN THE BASTROP BUSINESS AND INDUSTRIAL PARK SUBDIVISION, WITH THE CONDITION OF ADDING A 75-FOOT GREENBELT BUFFER ALONG THE SOUTH AND EAST SIDES OF THE PARK IN WHICH TREES CANNOT BE REMOVED, LOCATED SOUTH OF SH 71, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS SHOWN IN EXHIBIT A, PROVIDING FOR FINDINGS OF FACT, ADOPTION, REPEALER, SEVERABILITY AND ENFORCEMENT, PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, on or about November 16, 2021, the Bastrop Economic Development Corporation has submitted a request for zoning modifications; and,

WHEREAS, City Council has reviewed the request for zoning modifications, and finds the request to be reasonable and proper under the circumstances; and,

WHEREAS, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property is Industry, which allows for a wide range of commercial and retail uses; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on December 16, 2021, which made a recommendation to approve the requested zoning modifications with the condition that a 75-foot greenbelt buffer be added along the south and east sides of the property in which trees cannot be removed to provide buffering for the existing platted subdivision; and

WHEREAS, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City Council regarding the requested zoning modification; and

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

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

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

Section 1: The Property, 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1 is rezoned from P2 Rural to P-EC Employment Center, and a Zoning Concept Scheme is established for 146.213 acres in the Bastrop Business and Industrial Park Subdivision, located south of SH 71, within the City Limits of Bastrop, Texas as more particularly shown on Exhibit A with the condition of a 75-foot greenbelt buffer along the south and east sides of the park in which trees cannot be removed.

Section 2: The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

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

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

Section 5: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance. Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

Section 6: 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.

Section 7: This Ordinance shall be effective immediately upon passage and publication.

READ & ACKNOWLEDGE on First Reading on this the 11th day of January 2022.

READ & ADOPTED on Second Reading on this the 25th day of January 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

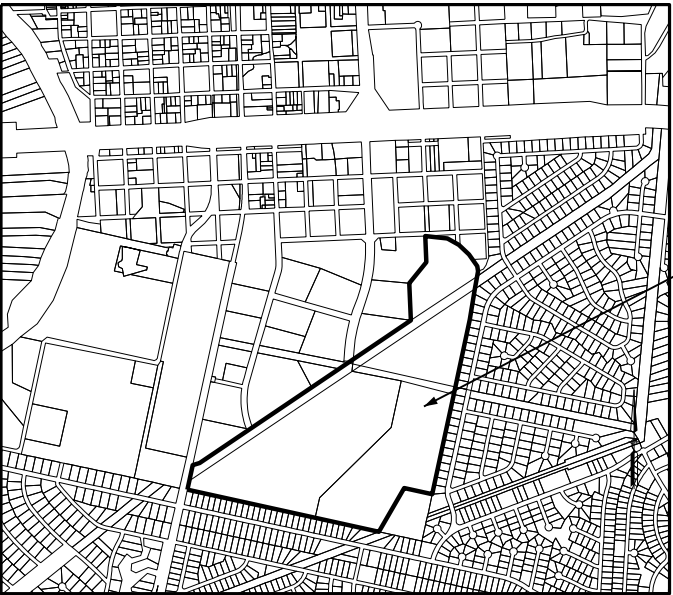
Alan Bojorquez, City Attorney

BASTROP ECONOMIC DEVELOPMENT COUNCIL PLANS FOR PROPOSED ZONING CHANGE

DECEMBER 2021

INDEX

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8	EXISTING ZONING MAP
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14	POND CALULATIONS
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16	PEDESTRIAN SHED EXHIBIT



LOCATION MAP

N. T. S.

PREPARED BY:



Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.DoucetEngineers.com
Firm Registration Number: 3937

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OF P.E. :
DAVID T. SPEICHER
94630
12/6/2021
NOT TO BE USED
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PURPOSES.

EXPLANATION OF THE CODE

The B³ Code is organized in a hierarchal structure from the highest scale, Citywide planning, to the smallest scale, the Lot and Building. This Code builds neighborhoods inclusive of all Place Types necessary to live in close proximity to services, a variety of housing types, and close access to nature. The location of a Place Type is handled by geographically determined Standards. The Place Types, align with the Street Types, the Frontage types, and Building Types to ensure all the components of the neighborhood work together in harmony. Each section of the Code provides Standards that guide development to be holistic to each Building, Street, Block, and neighborhood.

B³ DEVELOPMENT TABLES

The following B³ Development Tables contain the details necessary to develop using the Code. The text of the Code explains the Standards and how they are applied. They work together to create complete neighborhoods in a variety of forms and patterns.

	P1	P2	P3	P4	P5	EC
BLOCKS - SEC. 7.4.002						
BLOCK LENGTH MAX.	UNLIMITED	720 FT	330 FT	330 FT	330 FT	720 FT
BLOCK PERIMETER MAX.	UNLIMITED	2,880 FT	1,320 FT	1,320 FT	1,320 FT	2,880 FT
STREETS - ARTICLE 7.2						
BOULEVARD	NP	NP	NP	P	P	P
AVENUE	NP	NP	P	P	P	P
CONNECTOR	NP	P	P	P	P	P
NEIGHBORHOOD STREET I	NP	P	P	P	NP	NP

BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
NEIGHBORHOOD STREET II	NP	P	P	P	NP	NP
COMMERCIAL STREET I	NP	NP	NP	NP	P	P
COMMERCIAL STREET II	NP	NP	NP	NP	P	P
COURT STREET	NP	NP	P	P	P	P
SLIP STREET	NP	NP	P	P	P	P
PARK DRIVE	P	P	P	P	P	NP
BOARDWALK	NP	NP	NP	NP	P	P
PEDESTRIAN STREET	NP	NP	P	P	P	NP
PEDESTRIAN SHEDS						
PLACE TYPE ALLOCATION PER PED SHED*	Varies	Varies	10-35%	25-75%	5-20%	Varies

* Place Type allocation for Traditional Neighborhood Development.

CIVIC SPACE - ARTICLE 7.5						
PARK	P	P	P	NP	NP	NP
GREEN	NP	NP	P	P	P	P
SQUARE	NP	NP	NP	P	P	P
PLAZA	NP	NP	NP	NP	P	P
PLAYGROUND	P	P	P	P	P	P
COMMERCIAL PLACE	NP	NP	NP	P	P	P
POCKET PARK	NP	NP	P	P	P	P

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	P1	P2	P3	P4	P5	EC
COURT	NP	NP	P	P	P	P
CLOSE	NP	NP	P	P	P	P
BUILDING TYPES - ARTICLE 6.5						
REARYARD						
COMMERCIAL	NP	NP	NP	NP	P	P
APARTMENT	NP	NP	NP	P**	P	P
ROWHOUSE	NP	NP	NP	P	P	P
SIDEYARD						
SIDEYARD	NP	NP	NP	P	P	P
COURTYARD						
COURTYARD HOUSE	NP	NP	NP	P	P	P
COURTYARD APARTMENT BUILDING	NP	NP	NP	P**	P	P
EDGEYARD						
RANCH HOUSE, VILLA	NP	P	P	NP	NP	NP
HOUSE	NP	P	P	P	NP	NP
DUPLEX	NP	P	P	P	NP	NP
TRIPLEX, FOURPLEX	NP	NP	NP	P	NP	NP
ENCROACHMENT TYPES - SEC. 6.5.002						

** SEE PLACE TYPE OVERLAYS BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
PORCH	NP	P	P	P	NP	NP
DOORYARD	NP	NP	NP	P	P	P
TERRACE	NP	NP	NP	P	P	P
STOOP	NP	P	NP	P	P	P
LIGHTWELL	NP	NP	NP	P	P	P
GALLERY	NP	NP	NP	P	P	P
ARCADE	NP	NP	NP	NP	P	P

LOT OCCUPATION - SEC. 6.3.008

LOT COVERAGE		40% max	60% max	70% max	80% max	80% max
BUILDING FRONTAGE AT BUILD-TO-LINE		40% min	40% min	60% min	80% min	80% min
BUILD-TO-LINE		10 ft - no max	10 ft - 25 ft*	5 ft - 15 ft	2 ft - 15 ft	25 ft no max

* Lots exceeding 1/2 acre may extend Build-to-Line up to 60 ft from the Frontage Line.

BUILDING HEIGHT IN STORIES - SEC. 6.5.003

PRINCIPAL BUILDING	NP	2 max	2 max	3 max**	5 max / 3 max Downtown	5 max
ACCESSORY DWELLING UNIT	NP	2 max	2 max	2 max	2 max	NP

FIRST LAYER ENCROACHMENTS - SEC. 6.5.002

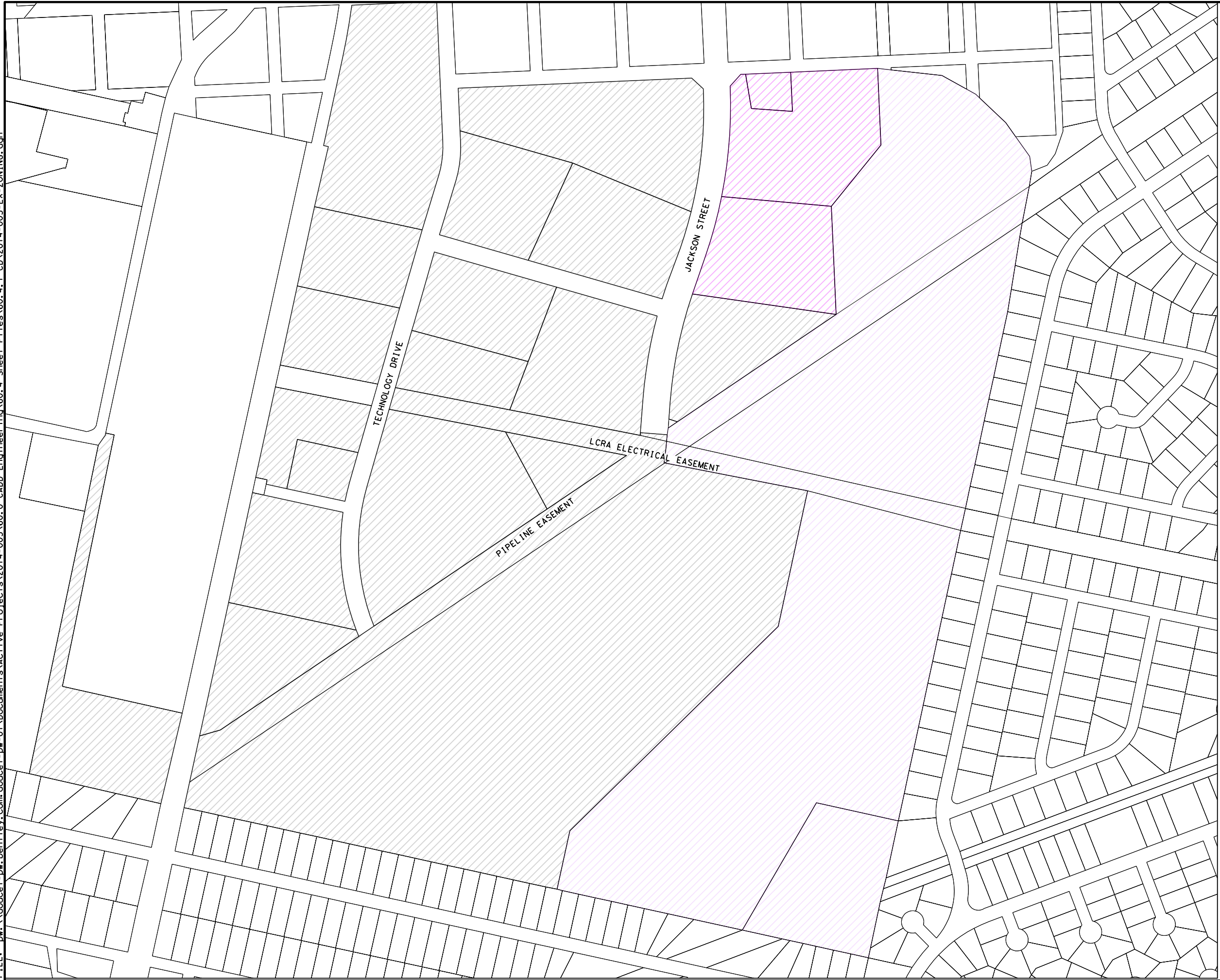
**SEE PLACE TYPE OVERLAYS BLANK= BY WARRANT P = PERMITTED NP = NOT PERMITTED

	P1	P2	P3	P4	P5	EC
OPEN PORCH	NP	50% max	50% max	80% max	NP	NP
BALCONY AND/OR BAY WINDOW	NP	25% max	25% max	50% max	100% max	50% max
STOOP, LIGHTWELL, TERRACE OR DOORYARD	NP	NP	NP	100% max	100% max	50% max
R.O.W. ENCROACHMENTS - SEC. 6.5.002						
AWNING, GALLERY, OR ARCADE				to within 2 ft. of the Curb		
ENCROACHMENT DEPTHS - SEC. 6.5.002						
PORCH		5 ft min	8 ft min	8 ft min	NP	NP
GALLERY		NP	NP	10 ft min	10 ft. min.	10 ft min
ARCADE		NP	NP	NP	12 ft. min.	NP
PARKING LOCATION - SEC. 6.3.006						
SECOND LAYER		P	P	NP	NP	NP
THIRD LAYER		P	P	P	P	P
SIGNAGE - CH. 8						
ADDRESS SIGN	P	P	P	P	P	p
AWNINGS & SIGNS	NP	NP	NP	P	P	p
BAND SIGNS	NP	NP	NP	P	P	p

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	P1	P2	P3	P4	P5	EC
BLADE SIGNS	NP	NP	NP	P	P	P
MARQUEE SIGNS	NP	NP	NP	NP	P	P
NAME PLATE SIGNS	NP	NP	NP	P	P	P
OUTDOOR DISPLAY CASE	NP	NP	NP	P	P	P
SIDEWALK SIGNS	NP	NP	NP	P	P	P
WINDOW SIGNS	NP	NP	NP	P	P	P
YARD SIGNS	NP	NP	NP	P	NP	P
MONUMENT SIGN	NP	NP	NP	NP	P	P
PUBLIC LIGHTING TYPES - SEC. 7.5.005						
COBRA HEAD	P	P	NP	NP	NP	P
PIPE	P	P	P	P	P	P
POST		P	P	P	P	P
COLUMN			P	P	P	P
DOUBLE COLUMN			BLANK = BY WARRANT			
			P = PERMITTED		NP = NOT PERMITTED	

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SHEET NO.

8 OF 16

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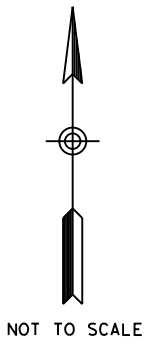
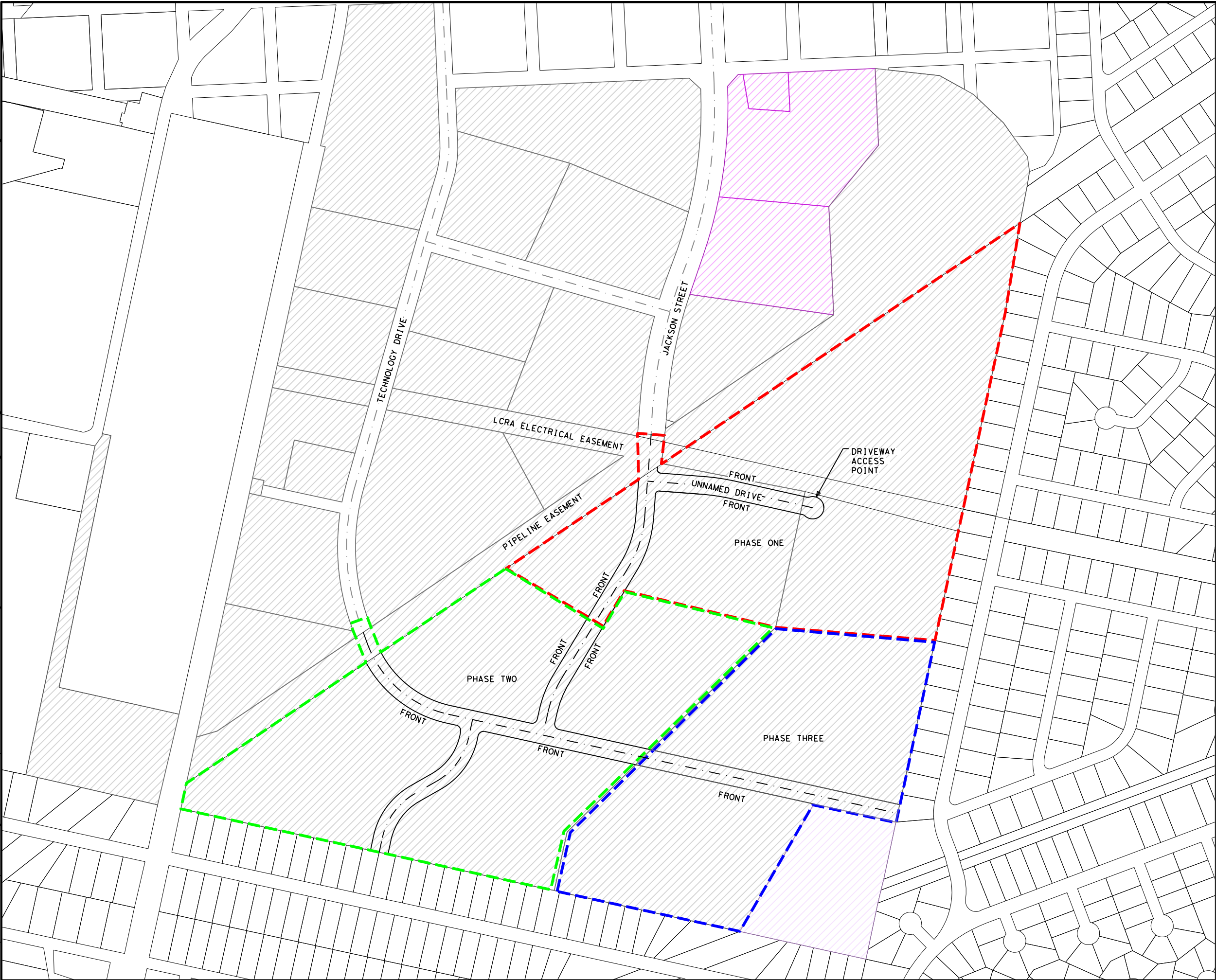
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DESIGNED BY: \$DESIGNED\$
TITLE:

EXISTING
ZONING MAP

**DA DOUCET
& ASSOCIATES**

Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.DoucetEngineers.com
Firm Registration Number: 3937

SCALE:
VERT:
HORZ:



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P2- RURAL



P5 - CORE



EC - EMPLOYMENT CENTER



PHASE ONE BOUNDARY



PHASE TWO BOUNDARY



PHASE THREE BOUNDARY



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DESIGNED BY: \$DESIGNED\$
TITLE:

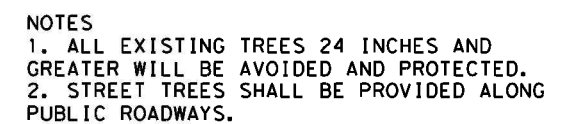
PROPOSED ZONING MAP

DA DOUCET & ASSOCIATES

Civil Engineering - Planning - Geospatial
7401 S. Highway 71 W. Suite 140
Austin, Texas 78735 Phone: (512) 583-2600
www.DoucetEngineers.com
Firm Registration Number: 3937

SCALE:
VERT: 1"=100'
HORZ: 1"=100'

SHEET NO.



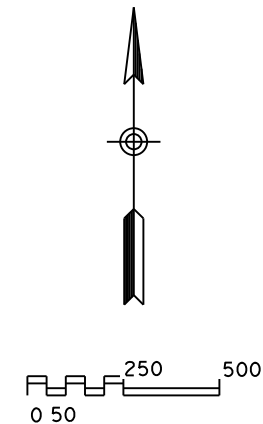
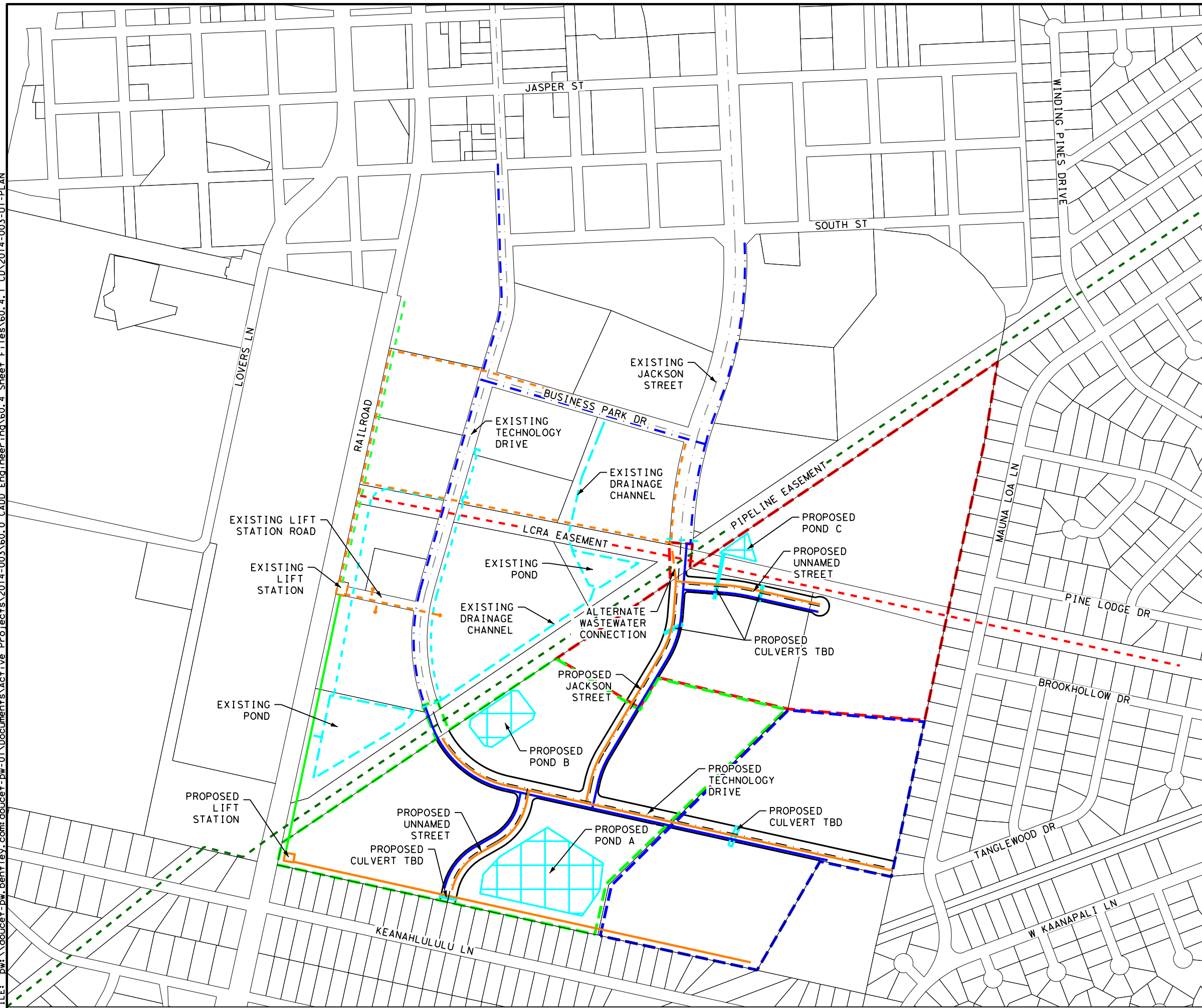
VERT:
HORZ:

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10 OF 16

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- | | |
|---------------------------------|---|
| EXISTING ROADWAY CENTERLINE |  |
| PROPOSED ROADWAY CENTERLINE |  |
| PROPOSED ROW BOUNDARY |  |
| EXISTING WATERLINE |  |
| PROPOSED WATERLINE |  |
| EXISTING WASTEWATER LINE |  |
| PROPOSED WASTEWATER LINE |  |
| EXISTING FORCE MAIN LINE |  |
| PROPOSED FORCE MAIN LINE |  |
| EXISTING DRAINAGE LINE |  |
| PROPOSED DRAINAGE LINE |  |
| EXISTING GAS LINE |  |
| EXISTING OVERHEAD ELECTRIC LINE |  |
| PHASE ONE BOUNDARY |  |
| PHASE TWO BOUNDARY |  |
| PHASE THREE BOUNDARY |  |

SHEET NO.	NO.	REVISION	BY	DATE	PRELIMINARY DOCUMENT UNDER THE AUTHORITY OF P. E. : DAVID I. SPEICHER 94630 12/6/2021 NOT TO BE USED FOR CONSTRUCTION PURPOSES.	DRAWN BY: \$DRAWN\$ DESIGNED BY: \$DESIGNED\$ TITLES:	UTILITY LAYOUT	 DA DOUCET & ASSOCIATES Civil Engineering - Planning - Geospatial 2010 West 10th Street Austin, Texas 78735 Phone: (512)-583-2600 www.DoucetEngineers.com Firm Registration Number: 3937	IFB # \$IFB\$ PRECINCT: \$PRECINCT\$ SCALE: VERT: HORZ:	11 OF 16

Bastrop								
Existing Condition - "C" Value Calculations								
D.A.	Drainage	Drainage	Impervious Cover	I.C.	Comp.	Comp.	Comp.	Comp.
Number	Area (SF)	Area (Ac)	(SF)	(%)	C ₂	C ₁₀	C ₂₅	C ₁₀₀
DP-A	5,106,466	117.23	0	0%	0.35	0.41	0.45	0.52
DP-B	1,885,344	43.28	0	0%	0.31	0.36	0.40	0.47
DP-C	331,110	7.60	0	0%	0.35	0.41	0.45	0.52
DP-D	366,879	8.42	0	0%	0.31	0.36	0.40	0.47
TOTAL	7,689,800	176.53	0	0%				
Bastrop								
Developed Condition (ULTIMATE) - "C" Value Calculations								
D.A.	Drainage	Drainage	Impervious Cover	I.C.	Comp.	Comp.	Comp.	Comp.
Number	Area (SF)	Area (Ac)	(SF)	(%)	C ₂	C ₁₀	C ₂₅	C ₁₀₀
DP-A	5,106,466	117.23	4,085,173	80%	0.64	0.72	0.77	0.85
DP-B	1,885,344	43.28	1,508,276	80%	0.64	0.72	0.77	0.85
DP-C	331,110	7.60	264,888	80%	0.64	0.72	0.77	0.85
DP-D	366,879	8.42	293,503	80%	0.64	0.72	0.77	0.85
TOTAL	7,689,800	176.53	6,151,840	80%				
	Existing							
Storm Event	Slopes 0-2%		Slopes 2-7%		Slopes >7%			
C'	Pervious	Impervious	Pervious	Impervious	Pervious	Impervious		
C ₂	0.22	0.73	0.31	0.73	0.35	0.73		
C ₁₀	0.28	0.81	0.36	0.81	0.41	0.81		
C ₂₅	0.31	0.86	0.40	0.86	0.45	0.86		
C ₁₀₀	0.39	0.95	0.47	0.95	0.52	0.95		

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	Bastrop														
	Existing Condition - "Tc" Value Calculations														
			Sheet Flow				Shallow Flow			Channel Flow					Total
Pt. of	Drainage	Area	Length	Slope	n	Tt1	Length	Slope	Tt2	Length	V	Slope	n	Tt4	Tc
Conf.	Area	(Ac.)	ft	ft/ft		min	ft	ft/ft	min	ft	ft/s	ft/ft		min	min
1	DP-A	117.23 Ac.	100	0.12	0.4	9.21 min	542	0.11	1.69 min	4504	4.00	0.04	0.03	18.77	29.7 min
2	DP-B	43.28 Ac.	100	0.05	0.4	13.07 min	1857	0.04	9.59 min	170	6.00	0.02	0.03	0.47	23.1 min
3	DP-C	7.60 Ac.	100	0.03	0.4	17.25 min	923	0.10	3.02 min	0	0.00	0	0	0.00	20.3 min
4	DP-D	8.42 Ac.	100	0.10	0.4	9.91 min	516	0.02	3.77 min	0	0.00	0	0	0.00	13.7 min
	Bastrop														
	Developed Condition (ULTIMATE) - "Tc" Value Calculations														
			Sheet Flow				Shallow Flow			Channel Flow					Total
Pt. of	Drainage	Area	Length	Slope	n	Tt1	Length	Slope	Tt2	Length	V	Slope	n	Tt4	Tc
Conf.	Area	(Ac.)	ft	ft/ft		min	ft	ft/ft	min	ft	ft/s	ft/ft		min	min
1	DP-A	117.23 Ac.	100	0.12	0.4	9.21 min	542	0.11	1.69 min	4504	4.00	0.04	0.03	18.77	29.7 min
2	DP-B	43.28 Ac.	100	0.05	0.4	13.07 min	1857	0.04	9.59 min	170	6.00	0.02	0.03	0.47	23.1 min
3	DP-C	7.60 Ac.	100	0.03	0.4	17.25 min	923	0.10	3.02 min	0	0.00	0	0	0.00	20.3 min
4	DP-D	8.42 Ac.	100	0.10	0.4	9.91 min	516	0.02	3.77 min	0	0.00	0	0	0.00	13.7 min

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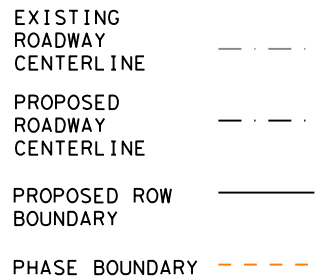
Drainage / Detention Calculations				POND A	
Modified Rational Method					
DP-A					
Onsite Existing Conditions					
Area	117.23	acres			
Time (Tc)	29.7	minutes			
C value	0.520				
I-100yr	7.29	in/hr			
Q100yr	444.53	cfs	Allowable Release		
Onsite Proposed Conditions					
Area	117.23	acres			
Time (Tc)	29.7	minutes			
C value	0.850				
I-100yr	7.29	in/hr			
Q100yr	728.34	cfs	Developed Runoff		
Runoff per Storm Event - Developed					
Time (min. I-100yr)	C value	Area (ac)	Runoff (cfs)		
10	11.82	0.85	117.23	1177.47	
15	10.02	0.85	117.23	998.06	
20	8.74	0.85	117.23	870.75	
30	7.03	0.85	117.23	700.64	
40	5.93	0.85	117.23	591.11	
50	5.16	0.85	117.23	514.08	
60	4.58	0.85	117.23	456.65	
70	4.13	0.85	117.23	411.99	
80	3.78	0.85	117.23	376.18	
90	3.48	0.85	117.23	346.74	
100	3.23	0.85	117.23	322.07	
110	3.02	0.85	117.23	301.06	
120	2.84	0.85	117.23	282.93	
130	2.68	0.85	117.23	267.11	
140	2.54	0.85	117.23	253.17	
Inflow per Storm Event					
Duration	Runoff	Inflow (ft³3)			
10	1177.47	706,485			
15	998.06	898,252			
20	870.75	1,044,902			
30	700.64	1,261,156			
40	591.11	1,418,666			
50	514.08	1,542,245			
60	456.65	1,643,923			
70	411.99	1,730,371			
80	376.18	1,805,648			
90	346.74	1,872,393			
100	322.07	1,932,414			
110	301.06	1,987,001			
120	282.93	2,037,108			
130	267.11	2,083,455			
140	253.17	2,126,604			
Outflow per Storm Event					
Duration	Time	Release	Outflow (ft³3)		
10	39.7	444.53	529,435		
15	44.7	444.53	596,115		
20	49.7	444.53	662,794		
30	59.7	444.53	796,153		
40	69.7	444.53	929,512		
50	79.7	444.53	1,062,871		
60	89.7	444.53	1,196,230		
70	99.7	444.53	1,329,589		
80	109.7	444.53	1,462,948		
90	119.7	444.53	1,596,307		
100	129.7	444.53	1,729,666		
110	139.7	444.53	1,863,025		
120	149.7	444.53	1,996,384		
130	159.7	444.53	2,129,743		
140	169.7	444.53	2,263,102		
Detention Volume					
Duration	Inflow	Outflow	Storage (ft³3)	Depth (ft)	Acres
10	706,485	529,435	177,049	3	4.49
15	898,252	596,115	302,137		
20	1,044,902	662,794	382,108		
30	1,261,156	796,153	465,002		
40	1,418,666	929,512	489,154	<== Controls	
50	1,542,245	1,062,871	479,373		
60	1,643,923	1,196,230	447,692		
70	1,730,371	1,329,589	400,782		
80	1,805,648	1,462,948	342,700		
90	1,872,393	1,596,307	276,086		
100	1,932,414	1,729,666	202,747		
110	1,987,001	1,863,025	123,976		
120	2,037,108	1,996,384	40,723		
130	2,083,455	2,129,743	(46,288)		
140	2,126,604	2,263,102	(136,498)		

POND B				
Drainage / Detention Calculations				
Modified Rational Method				
DP-B				
Onsite Existing Conditions				
Area	43.28	acres		
Time (Tc)	23.1	minutes		
C value	0.470			
I-100yr	8.3	in/hr		
Q100yr	168.87	cfs	Allowable Release	
Onsite Proposed Conditions				
Area	43.28	acres		
Time (Tc)	23.1	minutes		
C value	0.850			
I-100yr	8.3	in/hr		
Q100yr	306.12	cfs	Developed Runoff	
Runoff per Storm Event - Developed				
Time (min.)	I-100yr	C value	Area (ac)	Runoff (cfs)
10	11.82	0.85	43.28	434.71
15	10.02	0.85	43.28	368.47
20	8.74	0.85	43.28	321.47
30	7.03	0.85	43.28	258.67
40	5.93	0.85	43.28	218.23
50	5.16	0.85	43.28	189.79
60	4.58	0.85	43.28	168.59
70	4.13	0.85	43.28	152.10
80	3.78	0.85	43.28	138.88
90	3.48	0.85	43.28	128.01
100	3.23	0.85	43.28	118.90
110	3.02	0.85	43.28	111.15
120	2.84	0.85	43.28	104.46
130	2.68	0.85	43.28	98.61
140	2.54	0.85	43.28	93.47
Inflow per Storm Event				
Duration	Runoff	Inflow (ft³3)		
10	434.71	260,826		
15	368.47	331,625		
20	321.47	385,766		
30	258.67	465,605		
40	218.23	523,756		
50	189.79	569,379		
60	168.59	606,918		
70	152.10	638,834		
80	138.88	666,625		
90	128.01	691,266		
100	118.90	713,425		
110	111.15	733,579		
120	104.46	752,077		
130	98.61	769,188		
140	93.47	785,118		
Outflow per Storm Event				
Duration	Time	Release	Outflow (ft³3)	
10	39.7	168.87	201,124	
15	44.7	168.87	226,455	
20	49.7	168.87	251,785	
30	59.7	168.87	302,446	
40	69.7	168.87	353,107	
50	79.7	168.87	403,768	
60	89.7	168.87	454,429	
70	99.7	168.87	505,090	
80	109.7	168.87	555,751	
90	119.7	168.87	606,412	
100	129.7	168.87	657,073	
110	139.7	168.87	707,734	
120	149.7	168.87	758,395	
130	159.7	168.87	809,056	
140	169.7	168.87	859,717	
Detention Volume				
Duration	Inflow	Outflow	Storage (ft³3)	
10	260,826	201,124	59,702	
15	331,625	226,455	105,170	
20	385,766	251,785	133,981	
30	465,605	302,446	163,158	
40	523,756	353,107	170,649	
50	569,379	403,768	165,611	
60	606,918	454,429	152,489	
70	638,834	505,090	133,744	
80	666,625	555,751	110,874	
90	691,266	606,412	84,854	
100	713,425	657,073	56,352	
110	733,579	707,734	25,844	
120	752,077	758,395	(6,318)	
130	769,188	809,056	(39,868)	
140	785,118	859,717	(74,599)	

POND C										
Drainage / Detention Calculations										
Modified Rational Method			Captures flows from DP-D and DP-C							
DP-D & C			DP-D Ex Q		42.18	DP-C Ex Q		35.06	Total D & C	77.24
Onsite Existing Conditions			DP-D Prop Q		76.47	DP-C Prop Q		57.45	133.92	
Area	16.02	acres								
Time (Tc)		minutes			DP-D	DP-C	Total Acres			
C value					8.42	7.6	16.02			
I-100yr		in/hr								
Q100yr	77.24	cfs	Allowable Release							
Onsite Proposed Conditions										
Area	16.02	acres								
Time (Tc)		minutes								
C value										
I-100yr		in/hr								
Q100yr	133.92	cfs	Developed Runoff							
Runoff per Storm Event - Developed										
Time (min. I-100yr)	C value	Area (ac)	Runoff (cfs)							
10	11.82	0.85	16.02	160.91						
15	10.02	0.85	16.02	136.39						
20	8.74	0.85	16.02	118.99						
30	7.03	0.85	16.02	96.75						
40	5.93	0.85	16.02	80.78						
50	5.16	0.85	16.02	70.25						
60	4.58	0.85	16.02	62.40						
70	4.13	0.85	16.02	56.30						
80	3.78	0.85	16.02	51.41						
90	3.48	0.85	16.02	47.38						
100	3.23	0.85	16.02	44.01						
110	3.02	0.85	16.02	41.14						
120	2.84	0.85	16.02	38.66						
130	2.68	0.85	16.02	36.50						
140	2.54	0.85	16.02	34.60						
Inflow per Storm Event										
Duration	Runoff	Inflow (ft³3)								
10	160.91	96,544								
15	136.39	122,750								
20	118.99	142,790								
30	96.75	172,343								
40	80.78	193,867								
50	70.25	210,755								
60	62.40	224,649								
70	56.30	236,463								
80	51.41	246,750								
90	47.38	255,871								
100	44.01	264,073								
110	41.14	271,533								
120	38.66	278,380								
130	36.50	284,713								
140	34.60	290,610								
Outflow per Storm Event										
Duration	Time	Release	Outflow (ft³3)							
10	39.7	77.24	91,993							
15	44.7	77.24	103,579							
20	49.7	77.24	115,165							
30	59.7	77.24	138,337							
40	69.7	77.24	161,509							
50	79.7	77.24	184,681							
60	89.7	77.24	207,853							
70	99.7	77.24	231,025							
80	109.7	77.24	254,197							
90	119.7	77.24	277,369							
100	129.7	77.24	300,541							
110	139.7	77.24	323,713							
120	149.7	77.24	346,885							
130	159.7	77.24	370,057							
140	169.7	77.24	393,229							
Detention Volume										
Duration	Inflow	Outflow	Storage (ft³3)	Depth (ft)		Acres				
10	96,544	91,993	4,551	3		0.31				
15	122,750	103,579	19,171							
20	142,790	115,165	27,626							
30	172,343	138,337	34,006							
40	193,867	161,509	32,358							
50	210,755	184,681	26,074							
60	224,649	207,853	16,796							
70	236,463	231,025	5,438							
80	246,750	254,197	(7,447)							
90	255,871	277,369	(21,498)							
100	264,073	300,541	(36,468)							
110	271,533	323,713	(52,180)							
120	278,380	346,885	(68,505)							
130	284,713	370,057	(85,343)							
140	290,610	393,229	(102,619)							



EXISTING BUILDING ON BUSINESS PARK DR



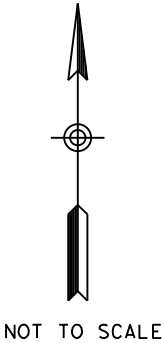
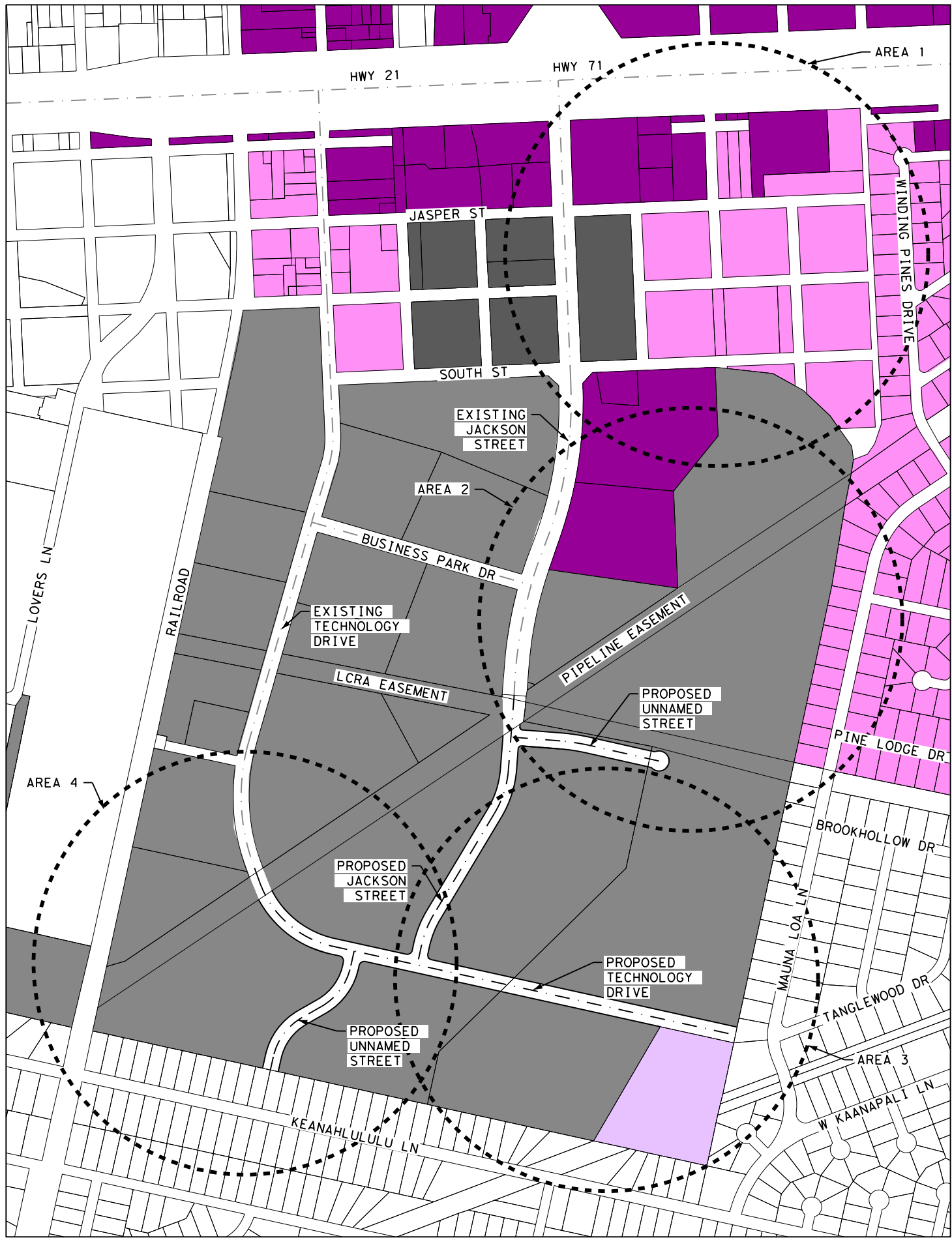
1. BL = BLOCK LENGTH
2. STREET TREES SHALL BE PROVIDED ALONG PUBLIC ROADWAYS.
3. A TIA MUST BE PERFORMED WITH FUTURE DEVELOPMENT ALONG BLOCKS THAT DO NOT MEET THE 720 BLOCK GRID/2800 PERIMETER REQUIREMENTS
4. DUE TO MARKET CONDITIONS, FINAL LOT, BUILDING SIZES, PARKING AREAS ARE IN FLUX. ALL BUILDING AND PARKING LOCATIONS AND STANDARDS WILL FOLLOW SUBMITTED DEVELOPMENT STANDARDS.
5. PROPOSED BUILDING SIZES CAN VARY FROM 3,000 SF TO 50,000 SF. BUILDING HEIGHT CAN VARY FROM ONE STORY TO FIVE STORIES.

SEC. 7.3.003 PRIMARY MULTIMODAL STREET: REGIONAL COMMERCIAL



TYPICAL CROSS SECTION

DATE: 12/6/2021 2:46:46 PM
FILE: pw:\doucet-pw\ben\levy.com\doucet-pw-01\Documents\Active Projects\2014-003\60.0 CADD Engineering\60.4 Sheet Files\60.4.1 CDA\2014-003-PED-SHED



- PLACE TYPES
- PDD
 - P1 - NATURE
 - P2 - RURAL
 - P3 - NEIGHBORHOOD
 - P4 - MIX
 - P5 - CORE
 - PEC - EMPLOYMENT CENTER

- B3 CODE REQUIREMENTS
- P1 - NATURE NO MIN.
 - P2 - RURAL NO MIN.
 - P3 - NEIGHBORHOOD 10-35%
 - P4 - MIX 25-75%
 - P5 - CORE 5-20%
 - CS - CIVIL SPACE 10% MIN.

AREA 1							
PDD	P2	P3	P4	P5	CIVIC	EC	TOTAL
5.69%	7.72%	54.87%	0.00%	17.34%	0.00%	0.00%	85.62%
5.69%	0.00%	54.87%	0.00%	17.34%	0.00%	7.72%	85.62%
AREA 2							
PDD	P2	P3	P4	P5	CIVIC	EC	TOTAL
0.00%	62.81%	9.27%	0.00%	10.24%	0.00%	0.00%	82.32%
0.00%	0.00%	9.27%	0.00%	10.24%	0.00%	62.81%	82.32%
AREA 3							
PDD	P2	P3	P4	P5	CIVIC	EC	TOTAL
0.00%	63.31%	0.00%	0.00%	0.00%	0.00%	0.00%	63.31%
0.00%	8.45%	0.00%	0.00%	0.00%	0.00%	54.86%	63.31%
AREA 4							
PDD	P2	P3	P4	P5	CIVIC	EC	TOTAL
0.00%	37.35%	0.00%	0.00%	0.00%	0.00%	21.64%	58.99%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	58.99%	58.99%

DA DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 S. Highway 71 W. Suite 140
Austin, Texas 78735 Phone: (512) 583-2600
www.DoucetEngineers.com
Firm Registration Number: 3937

PEDESTRIAN SHED EXHIBIT

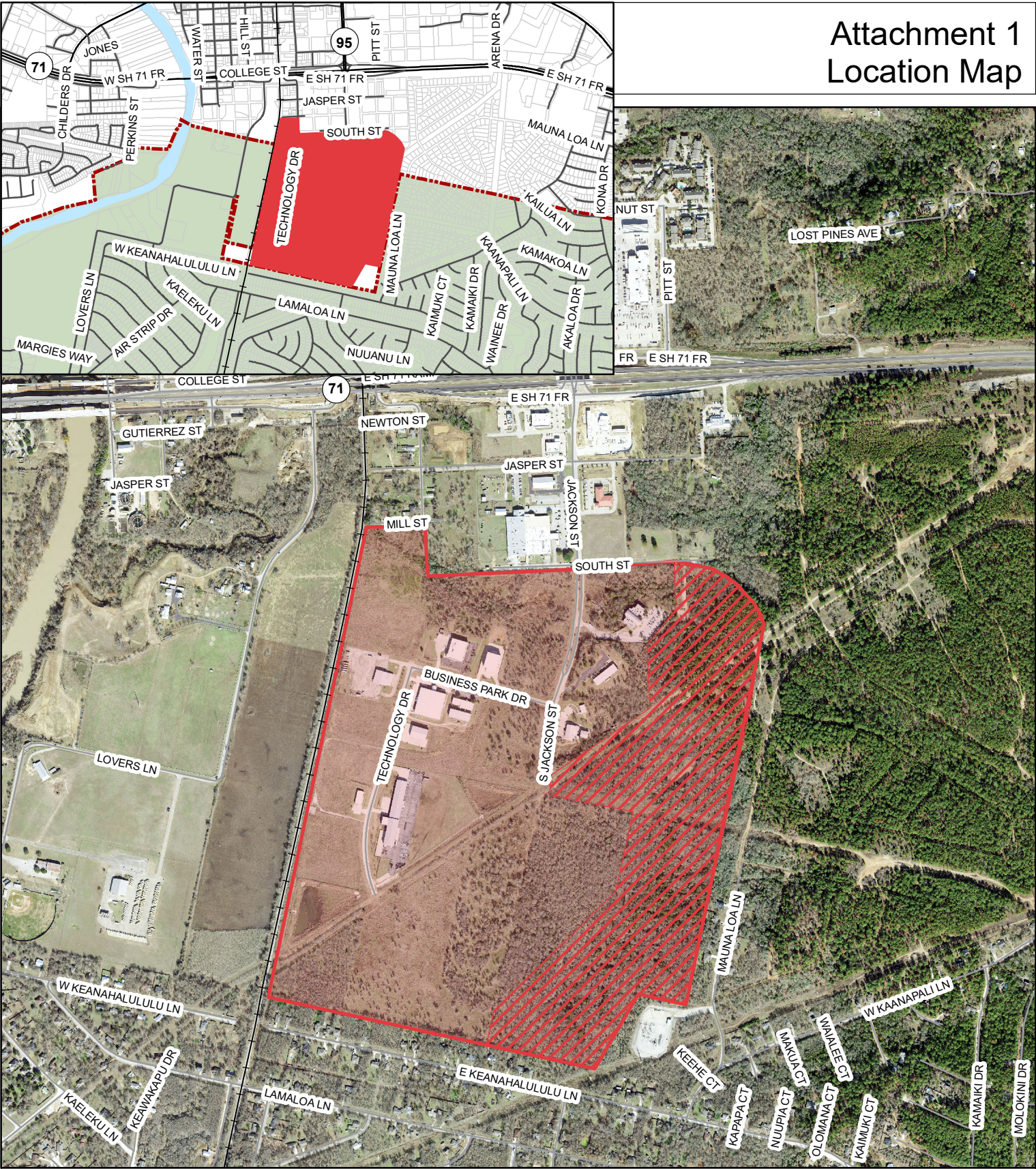
PRELIMINARY DOCUMENT UNDER THE AUTHORITY OF P.E.: DAVID T. SPEICHER 94630 12/6/2021 NOT TO BE USED FOR CONSTRUCTION PURPOSES.

NO. BY DATE

REVISION

SHEET NO. 16 OF 16

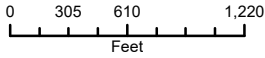
Attachment 1 Location Map



Zoning Concept Scheme Business & Industrial Park

Date: 12/2/2021

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



1 inch = 1,000 feet



DOUCET

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817
DoucetEngineers.com

November 16, 2021

Trey Job
Assistant City Manager for Community Development
Planning Director
City of Bastrop, TX

Reference: Zoning Scheme for Bastrop EDC Property

Dear Mr. Job

On behalf of the Bastrop EDC, we wish to change a portion of EDC's Business Park zoning. The EDC is requesting a change in zoning from P2 to EC for the property shown within the attachments.

A conceptual layout out plan showing the extension of Technology Drive, Jackson Street, and an additional street Brookhollow Drive. These streets divide the remainder business park property (south and East of the Gas Easement) into 5 large properties. As depicted on our zoning maps, we have identified the front of each newly formed property. This area will be for business (commercial and light industrial) only. Residential will not be permitted within the business park.

There are no existing Plats for this property and granting our zoning request will not be detrimental to the public health, safety, or welfare.

It is our opinion that the zoning change would better meet the Comprehensive plan.

Please accept our submission of the Zoning Scheme and associated Conceptual Drainage submittals.

Sincerely,

DOUCET & ASSOCIATES, INC.

David Speicher, PE, ENV SP
Director of Transportation and Public Works

**Notice of Pending Zoning Change
City of Bastrop
Planning & Zoning Commission
and City Council**



Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, December 16, 2021 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, January 11, 2022 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider action on Zoning Concept Scheme for a change in zoning for 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1, and 68.085 acres of land out of Bastrop Business and Industrial Park, Phase 1, Lot Reserve D, located south of SH 71, from P2 Rural to PEC Employment Center, within the city limits of Bastrop, Texas.

Applicant(s): Jean Riemenschneider / BEDC
Owner(s): Bastrop Economic Development Corporation
Address(es): South of Technology Dr. and Jackson St.
Legal Description: 78.128 acres out of land out of Bastrop Business and Industrial Park, Phase 1, Block A, Lot 1(FR), and 68.085 acres of land out of Bastrop Business and Industrial Park, Phase 1, Lot Reserve D

The site location map and a letter from the property owner is attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances. For more information or to provide comments on this project, you may contact the Planning & Development Department at (512) 332-8840, plan@cityofbastrop.org, visit the office at 1311 Chestnut Street, Bastrop, Texas, or mail the response card below to PO Box 427, Bastrop, Texas 78602.



PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the request.
☐ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: _____

Property Address: _____

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): _____

Property Owner's Signature: _____

Additional Comments (Optional):

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme

PLANNING DEPARTMENT

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Notice of Pending Zoning Change
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PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the request.
☐ I am opposed to the request.
☒ I have no objection to the request.

Property Owner Name: Bluebonnet Trails Community Services

Property Address: 275 Jackson Street, Bastrop 78602

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): andrea.richardson@bbtrails.org

Property Owner's Signature: _____

Additional Comments (Optional):

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme

PLANNING DEPARTMENT

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www.cityofbastrop.org

PROPERTY OWNER'S RESPONSE

12/15/21

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the request.
☒ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: Elizabeth McFarlane

Property Address: 381 Mauna Loa Ln.

Mailing Address (if different than property address): _____

Phone (optional): _____ Email (optional): lizziiilu@gmail.com

Property Owner's Signature: [Signature]

Additional Comments (Optional):

Do to the close proximity to proposed new zoning. I fear our safe community will be opened to unwanted theft. It will be ~~easy~~ easy ~~and~~ access to our homes. Right now it is difficult to get

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme
PLANNING DEPARTMENT

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around because of the terrain. Many have gotten stuck and lost in the area. Due to washed out roads and muddy or rocky roads.

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the request.
☐ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: JAMCO - JEMS LLC

Property Address: 409 Technology DR, Bastrop, TX

Mailing Address (if different than property address): 2160 Kingston Ct, Suite I

Phone (optional): 770-953-8485 Email (optional): Marietta, GA 30067

Property Owner's Signature: 

Additional Comments (Optional):

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme

PLANNING DEPARTMENT

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Notice of Pending Zoning Change
City of Bastrop
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8<

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the request.
☒ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: Velma Marie Wilborn

Property Address: 398 Anna Wa Lane

Mailing Address (if different than property address): same Bastrop TX 78602

Phone (optional): 512-985-8310 Email (optional): marie.wilborn@gmail.com

Property Owner's Signature: [Signature] gmail.com

Additional Comments (Optional): _____

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme

PLANNING DEPARTMENT

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PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the request.
☐ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: Wayne William Hulshof

Property Address: Pine Forest unit 6

Mailing Address (if different than property address): 2145 Breaks Ln Chuluota FL 32706

Phone (optional): 512 7963040 Email (optional): Wayne 2612@att.net

Property Owner's Signature: [Signature]

Additional Comments (Optional):

just don't put in a pig farm

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme

PLANNING DEPARTMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 •
www.cityofbastrop.org

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☐ I am in favor of the request.
☒ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: Linda and Eduardo Guerrero

Property Address: 246 E Keanahulu, Bastrop, TX 78602

Mailing Address (if different than property address): _____

Phone (optional): 512 914 7420 Email (optional): _____

Property Owner's Signature: Linda Guerrero

Additional Comments (Optional):

This proposed area is a large and last area that
is a haven to Bastrop's wildlife. To develop would be tragic.

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme

PLANNING DEPARTMENT

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Also-
Flooded
is an
issue.

PROPERTY OWNER'S RESPONSE

As a property owner within 200 feet: (please check one)

- ☒ I am in favor of the request.
☐ I am opposed to the request.
☐ I have no objection to the request.

Property Owner Name: Clint Howard
Property Address: 405 S Jackson, Bastrop, TX 78602

Mailing Address (if different than property address): same

Phone (optional): _____ Email (optional): _____

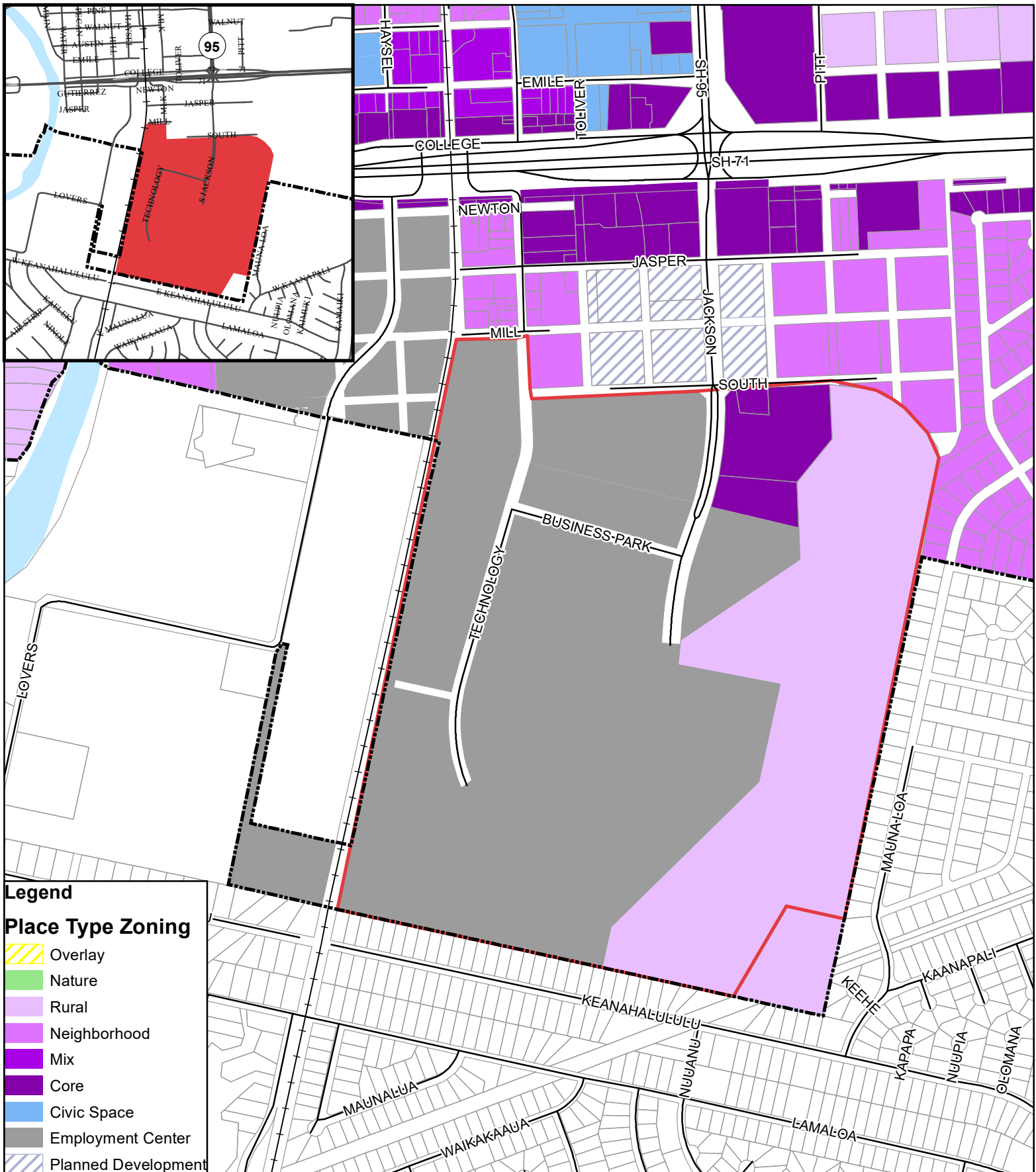
Property Owner's Signature: Clint Howard

Additional Comments (Optional):

Re: Bastrop Economic and Industrial Park Zoning Concept Scheme

PLANNING DEPARTMENT

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1 inch = 800 feet

Zoning Map Bastrop Business and Industrial Park



Date: 12/13/2021

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



Future Land Use Map Zoning Concept Scheme Request

1 inch = 652.45 feet



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

Date: 12/13/2021



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 12C

TITLE:

Consider action to approve Resolution No. R-2022-16 of the City Council of the City of Bastrop, Texas to approve the Bastrop Police Department to apply for a grant from the Office of the Governor - Criminal Justice Division (OG-DOJ) Grant for a crime scene vehicle, with no matching funds from the City of Bastrop; at a total cost of seventy-four thousand seven hundred forty-five dollars and forty-five cents (\$74,745.45); authorizing the Chief of Police as the Grantee's Authorized Official; providing for a severability clause and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Clint A. Nagy, Chief of Police

BACKGROUND/HISTORY:

This project will improve the investigation and evidence collection efforts by the investigators of the Bastrop Police Department by providing a crime scene vehicle. Specifically, this project will provide day to day operations of the police department's criminal investigations unit and major crash investigation team by allowing them to respond to and process complex major crimes scenes, major crashes, fatal vehicle crashes, and transfer evidence to labs.

FISCAL IMPACT:

This project is completely grant funded and has no adverse impact to the City's budget.

RECOMMENDATION:

Clint Nagy, Chief of Police, recommends approval of Resolution No. R-2022-16 of the City Council of the City of Bastrop, Texas to approve the Bastrop Police Department to apply for a grant from the Office of the Governor - Criminal Justice Division (OG-DOJ) Grant for a crime scene vehicle, with no matching funds from the City of Bastrop; at a total cost of seventy-four thousand seven hundred forty-five dollars and forty-five cents (\$74,745.45); authorizing the Chief of Police as the Grantee's Authorized Official; providing for a severability clause and establishing an effective date.

ATTACHMENTS:

- Resolution No. 2022-16
- Project Summary & sample photo

RESOLUTION NO. R-2022-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP POLICE DEPARTMENT TO APPLY FOR A GRANT FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG) FOR A CRIME SCENE VEHICLE AT A TOTAL COST OF SEVENTY-FOUR THOUSAND SEVEN HUNDRED FORTY-FIVE DOLLARS AND FORTY-FIVE CENTS (\$74,745.45) WITH NO MATCHING FUNDS FROM THE CITY OF BASTROP; AUTHORIZING THE CHIEF OF POLICE AS THE GRANTEE'S AUTHORIZED OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop, that the Bastrop Police Department apply for a grant from the Office of the Governor – Criminal Justice Division (OG-DOJ) Grant for a crime scene, major crash, major incident, and crime scene vehicle at a total cost of seventy-four thousand seven hundred forty-five dollars and forty-five cents (\$74,745.45) with no matching funds from the City of Bastrop; and

WHEREAS, the City of Bastrop agrees that in the event of loss or misuse of the Justice Assistance Grant, the City of Bastrop City Council assures that the funds will be returned to the Office of the Governor-Criminal Justice Division (OG-CJD) in full; and

WHEREAS, the City of Bastrop designates Chief of Police as the Grantee's authorized official. The authorized official is given the power to apply for, reject, alter, or terminate the grant on behalf of the applicant agency.

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

Section 1. The City Council of the City of Bastrop approves the Bastrop Police Department's application to the Office of the Governor – Criminal Justice Division (OG-DOJ) Grant for a Crime Scene Vehicle.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

2022 JAG Narrative

Project Abstract

This project will improve the investigation and evidence collection efforts by the investigators of the Bastrop Police Department by providing a crime scene vehicle. Specifically, this project will provide day to day operations of the police department's criminal investigations unit and major crash investigation team by allowing them to respond to and process complex major crimes scenes and fatal vehicle crashes. The Bastrop Police Department investigates fatality crashes as a major crime. Therefore, the City of Bastrop requests seventy-four thousand seven hundred forty-five dollars and forty-five cents (\$74,745.45) to purchase a crime scene vehicle for the Bastrop Police Department. Purchasing the crime scene vehicle will allow our investigators to respond in a vehicle that can adequately store all their equipment in one vehicle, be deployed quickly, and transport large amounts of evidence back to the police department.

Problem Statement

The Bastrop Police Department has never had a designated crime scene vehicle. (Or an administration vehicle) The department's criminal investigation division will be assigned and solely utilize this vehicle. Currently, five detectives are assigned retired vehicles and take turns being on-call. Due to not having a crime scene vehicle, the detectives can only supply their cars minimally. The rest of the equipment is stored at the police department because it is shared equipment and must remain available upon a major crime. Therefore, the detectives usually have to respond to the police department first to gather the needed equipment before responding to the scene. Having a crime scene vehicle would allow the on-call detective to drive straight from their home to the major crime scene. This process would save valuable time when time is already at a premium.

Supporting Data

Dick Warrington spent 25 years with the Shawnee County Sheriff's Department in Topeka Kansas and retired as the sergeant of the crime scene unit. For the last 21 years, he has served as a Crime Scene Consultant for the Lynn Peavy Company. Mr. Warrington wrote the following statement in an article for the Forensic Magazine, "to accomplish this goal [ability to solve crimes and convict criminals], investigators need to arrive at each scene with the proper equipment to conduct a thorough investigation. In addition, investigators now realize that with the right vehicle, they can often make an even stronger case by processing evidence right at major crime scenes" (Mobile Crime Scene Vehicles, 2008). Mr. Warrington later wrote for the magazine, "Some of your most important prep work for a crime scene should occur before you ever leave your office. First, remember to keep your crime scene vehicle fully stocked with the equipment and supplies that you're likely to need, no matter the type of crime scene. The more things you can carry to the scene, the better. After all, how likely is it that you'll go back to the office to get additional supplies or equipment once you're in the middle of processing the scene?"

Even if you could go back to your office, your time would be better spent processing evidence as soon as possible.

Keeping your vehicle in good shape and adequately stocked with supplies helps you do your job more accurately and more efficiently" (Preparation and Crime Scene Processing, 2009). These two statements show the need for a designated vehicle to be used for crime scene responses

and the importance of having a designated vehicle to store all the vital equipment that might be needed for a large spectrum of incidents for detectives.

The Texas Department of Transportation has annually released a report on Fatal Crashes and Fatalities by County and Road Type. Unfortunately, Bastrop County has continuously been one of the highest counties in Texas for fatalities. As such, the Bastrop Police Department investigates several throughout the year.

The Bastrop Police Department has invested in creating its Crash Reconstruction Team to investigate such major crashes effectively.

Project Approach & Activities

This project will enhance the operational responses to major crime scenes and fatal crashes, by the members of the criminal investigation division.

The crime scene vehicle will be a van-based vehicle with either a van with shelving built into it or a customized box style bed attached to the van's frame. The van's bed will be tall enough for personnel to walk upright, and shelving will allow for the proper storage of equipment and evidence.

The equipment stored in the van will include but not be limited to crime scene investigation equipment and tools, crash reconstruction equipment (such as a total station), and evidence collection supplies. Additional equipment such as scene lighting, a generator, and traffic cones can be used for large scenes that cover a great amount of area.

Capacity and Capabilities

The Bastrop Police Department currently uses officer's patrol units and assigned vehicles of the Criminal Investigation Division to respond to and collect evidence from major crime scenes.

Performance Management

The Bastrop Police Department will use best practice policies to purchase and maintain the crime scene vehicle. The integrity of the chain of custody with evidence that comes into and leaves the vehicle will be documented and maintained by the detectives.

We will use the two below-mentioned evidence-based matrix diagrams to evaluate and document the deployment of the crime scene vehicle. One diagram will track the method of deploying the vehicle with who (Criminal Investigation Division, and the Crash Reconstruction Team), what manner it was deployed (reactive or planned), and where (response to incidents in the city, training, special events, assist other agencies).

The second diagram will show how effective the vehicle was on those incidents (effective, non-effective, mixed, or negative).

Data Management

The data on this project will be utilized in the two evidence-based matrix diagrams listed below. One diagram will track the method of deploying the vehicle with who (Criminal Investigation Division, Evidence Technicians, and the Crash Reconstruction Team), what manner it is was deployed (reactive or planned), and where (responding to incidents in the city, training, special events, assist other agencies). The second diagram will show how effective the vehicle was on those incidents (practical, non-effective, mixed, or negative). Data Management for the evidence

that is collected by the crime Scene vehicle will be maintained by the Evidence Technicians at the Bastrop Police Department.

Target Group

This project will target six members of the criminal investigation division, and eight officers on the crash reconstruction team of the Bastrop Police Department.

Evidence-Based Practices

This project will use two (2) evidence-based matrix diagrams to document the different scopes of targets, types of deployment, and level of proactivity that come from using the crime scene vehicle with our detectives and crash reconstruction team.

The scope of the targets will include the City of Bastrop, the Bastrop County Sheriff's Office, and other agencies. The deployment type will be between Call-out responses and planned responses (training, major crime, fatality, etc.). The Level of Proactivity will show if it was reactive, proactive, or highly proactive.

One diagram will track the method of deploying the vehicle with who (criminal investigation division, evidence technicians, and the crash reconstruction team), what manner it was deployed (called out or planned), and where (response to incidents in the city, training, assist other agencies). The second diagram will show how effective the vehicle was on those incidents (effective, non-effective, mixed, or negative).

Evidence Collection Vehicle ECV100



Phone: 800.356.7311, 919.554.2244
Email: sales@sirchie.com
www.sirchie.com

You have enough to worry about during an investigation. Let us provide you with a turnkey vehicle that gets your team and your tools to the scene safely and ready to work.



Our Evidence Collection Vehicle has all the equipment necessary to handle the day-to-day processing of crime scene collection.



Aluminum shelving uprights and adjustable, lightweight, non-porous, composite shelves, can hold up to 250 pounds and eliminate the possibility of corrosion and evidential contamination.



About GSA

A GSA Contract price is pre-negotiated with the Federal government. Under the Co-Operative Purchase Program, these vehicles can be purchased by any State, County, or Municipal agency at the same pre-negotiated price eliminating the bid process. Contact Sirchie at 800.356.7311 or sales@sirchie.com.

Evidence Collection Vehicle

ECV100



Phone: 800.356.7311, 919.554.2244
Email: sales@sirchie.com
www.sirchie.com

Ford Transit 250 Vehicle Specifications

- Color White, Mid roof model
- Low and high roof models available
- 3.5L EcoBoost V6 engine
- Electronic 6 speed automatic overdrive with SelectShift
- 130" wheelbase; 148" wheelbase also available
- 9,000 lb. GVWR rating

Ford Transit Connect Vehicle Specifications

- XLT Van, color white
- 2.5L DOHC Duratec 1-4 engine
- Electronic 6 speed automatic transmission with overdrive
- 120.6" wheelbase
- 5,270 lb. GVWR rating

Customized Interior Configuration

- Bulkhead/safety partition of steel & composite material mounted behind cab seats.
- Ceiling finishing in automotive fabric.
- Walls constructed of Kemply FRP panels.
- Floor covered with padded rubber matting.
- All shelving & storage units of composite material side panels, shelves, drawers & dividers. Shelved lined with rubber matting.
- Report Writing Desk & Portable Stool
- Wall Mounted First Aid Kit & Fire extinguisher

Vehicle Power and Lighting - 12V DC

- 12V DC outlet panel mounted over desk top.
- Interior LED dome lights

Optional equipment Listing

- Custom Graphics Package
- Emergency Light Bar
- 3,000 Watt Inverter

Evidence Collection Kits

For crime scene security and protection:

- Anti-Purification Kit
- Nitrile Powdered Gloves, XL, Box of 100
- Barrier Tape in Dispenser Box

For crime scene search and documentation:

- Master Crime Scene Sketch Kit
- Standard Photo Documentation Kit
- megaMAXX Alternate Light Source Kit
- Master Shake-n-Cast Impression Kit
- Digital Mobile Device Seizure Kit
- Super Scanner V Hand Held Metal Detector

For evidence collection:

- Apprehender Special Kit
- Primer Residue Kits
- Copolymer Case (for Primer Residue Kits)
- Master Narcotics Test Kit
- All-purpose Evidence Recovery Kit

For latent print evidence:

- Cyanowand SEARCH Kit
- Latent Print Finder Kit

For biological fluid, DNA & trace evidence collection:

- Investigator's Field Blood Test Kit
- Seminal Fluid Dischaps Kit
- Crime Scene DNA Evidence Recovery Kit
- Rechargeable Evidence Vacuum Kit



Ford Transit Connect Vehicle





STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 12D

TITLE:

Consider action to approve Resolution No. R-2022-16 of the City Council of the City of Bastrop, Texas to approve a Standard Contract with Arch Technical Services, LLC (ATS) for thirty-party building review and inspection services in an amount not to exceed Eight Hundred Thousand Dollars and 00/100 Cents (\$800,000.00); authorizing the City Manager to execute all necessary documents, providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, Director of Planning & Development

BACKGROUND/HISTORY:

The City of Bastrop uses third party building and fire review and inspection services to allow the department to respond to a fluctuating level of inspections. The contract sets a not to exceed amount for a contract term of one year that can be extend yearly for up to 3 years. Staff will encumber the available amount budgeted from Contractual Services. As reviews and inspection revenue exceeds the budgeted amount, a budget amendment will be brought before City Council to increase the professional services amount. See the attached memo for more information.

FISCAL IMPACT:

The building review and inspections collect revenue through fees, which are estimated on page 67-68 of the FY21-22 Annual Budget. The Contractual Services funds are budgeted on page 149.

RECOMMENDATION:

The Director of Planning & Development recommends approval of Resolution No. R-2022-16 of the City Council of the City of Bastrop, Texas to approve a Standard Contract with Arch Technical Services, LLC (ATS) for thirty-party building review and inspection services in an amount not to exceed Eight Hundred Thousand Dollars and 00/100 Cents (\$800,000.00); authorizing the City Manager to execute all necessary documents, providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2022-16
- Standard Contract with Arch Technical Services, LLC
- Background Memo

TO: Paul A. Hofmann, City Manager
From: Shirley Ellis, Building Official
Jennifer Bills, Assistant Planning Director
Date: January 13, 2022
Subject: Resolution No. 2022-16 ATS Standard Contract



=====

BACKGROUND/HISTORY:

The City of Bastrop has experienced an increase in the amount of single-family residential permits in 2021. Starting in Fiscal Year 2022, the budget includes funds in the Building Inspection Division's Professional Services to cover the cost of third-party building reviews and inspections.

Arch Technical Services, LLC is qualified to provide ICC Certified commercial and residential reviewers and inspectors that can respond to a fluctuating level of construction projects. This will enable the City to scale the number of plan reviews and inspections relative to the current demand, rather than having one dedicated team. This also allows the City to provide continuity of services if the Building Official is unavailable. The review and inspection fees have been calculated to cover cost recovery for the Building Inspection Division. The City will be contracting with other providers which will provide the flexibility to spread out reviews and inspections to minimize review and response times if the demand is high or one provider is temporarily unavailable.

Review & Inspection Services/Timelines

ATS will serve as the primary third-party inspection provider for residential and commercial inspections. Timeline for inspections is all requested inspections, commercial and remodel, will usually be completed within 24 hours of request made before 3:00 pm, excluding weekends and holidays, and will always be completed within 48 hours.

ATS will serve as a secondary third-party provider on Commercial or Residential plan reviews for new and/or remodel construction, when assigned by the Building Official based on construction volume.

POLICY EXPLANATION:

The City has adopted the 2018 International Code Council Commercial, Residential, Plumbing, Mechanical and Fire Codes along with the NFPA National Electric Code. Plan review and inspections are necessary to ensure that commercial and residential buildings are safe and will be sustainable through code compliant construction methods and practices.

FUNDING SOURCE:

The building review and inspections collect revenue through fees, which are estimated on page 67-68 of the FY21-22 Annual Budget. The Contractual Services funds are budgeted on page 149.

RESOLUTION NO. R-2022-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO APPROVE A STANDARD CONTRACT WITH ARCH TECHNICAL SERVICES, LLC (ATS) FOR THIRTY-PARTY BUILDING REVIEW AND INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$800,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS, PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas 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 Council is committed to standards necessary to facilitate proper inspection activities by the City relating to building standards within the corporate city limits of the City of Bastrop, Texas, and for residential and commercial buildings served by City utilities, relating to public safety, health, and general welfare; and

WHEREAS, The City Council of the City of Bastrop, Texas recognizes that the volume of permits and inspections fluctuate over time and have increased in volume in the current fiscal year; and

WHEREAS, a third-party inspection and review service will enable staff to provide timely customer service for review and inspections of building activities.

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 (and contract extensions) not to exceed Eight Hundred Thousand Dollars (\$800,000.00) with Arch Technical Services, LLC.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES

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

This General Services Contract ("Contract") is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the "City"), and **Arch Technical Services, LLC, d/b/a ATS Engineers, Inspectors & Surveyors** (the "Contractor," or "Inspector"), and together with the City jointly referred to as the "Parties," for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the "Work" or "Project").

I. General Information and Terms.

Contractor's Name and Address: Arch Technical Services, LLC
4910 W. Hwy. 290
Austin, TX 78735
Attn: Brad Schubert

General Description of Services: Code Inspection & Plan Review

Maximum Contract Amount: Not to exceed \$800,000

Effective Date: On the latest of the dates signed by both parties.

Termination Date: One (1) year with the option to review for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the Parties. See additional provisions in Section II.D.

Contract Parts: This Contract consists of the following parts:

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

II. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the building review and inspection services ("Services") described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

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

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

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

D. Termination Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

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

III. Additional Terms or Conditions.

Contractor as Building Official

While performing its duties on behalf of the City, as described in this agreement, Contractor shall operate under the designation of "Building Official" and shall be subject to limitations and description of duties and powers as described within the codes adopted by the City or state law, and only under written authorization of the City of Bastrop.

Non-Solicitation

City agrees not to separately contract with employees of Contractor or otherwise separately employ members of the Contractor's staff without written approval of the Contractor during the period of the Agreement and for a period of two years after the termination of this Agreement.

Insurance

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

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records

(excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

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

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

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

V. Signatures.

Arch Technical Services, LLC

CITY OF BASTROP

By:  _____

By: _____

Printed Name: Brad Schubert

Printed Name: _____

Title: Chief Operating Officer

Title: _____

Date: 01/19/2022

Date: _____

EXHIBIT A-1

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

(See Attached)

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Arch Technical Services LLC Austin, TX United States	Certificate Number: 2022-840271 Date Filed: 01/14/2022 Date Acknowledged:		
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Bastrop			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. No. 4-2022-16 code inspections and plan review services			
4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable) Controlling Intermediary	
Green Alpha Management Inc	Austin, TX United States	X	
Zamora, Gabriel	Austin, TX United States	X	
Schubert, Charles	Austin, TX United States	X	
5 Check only if there is NO Interested Party. ☐			
6 UNSWORN DECLARATION			
My name is <u>Brad Schubert</u> , and my date of birth is <u>03/16/1974</u> .			
My address is <u>7903 Agave DR.</u> <u>Austin</u> <u>TX</u> <u>78735</u> <u>USA</u> . (street) (city) (state) (zip code) (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in <u>Hays</u> County, State of <u>Texas</u> , on the <u>4th</u> day of <u>January</u> , 20 <u>22</u> . (month) (year)			
 _____ Signature of authorized agent of contracting business entity (Declarant)			

EXHIBIT A-2

Scope of Services dated January 10, 2022

Description of Services. The City, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction, materials, use and occupancy, location and maintenance of all buildings and structures within the City, as well as ensuring conformance with state laws, requires the services of a building inspector, as well as plan review services.

- a. While performing its duties on behalf of the City, as described in this agreement, Inspector shall operate under the designation of "Building Official" and shall be subject to limitations and description of duties and powers as described within the codes adopted by the City or state law, and only under written authorization of the City of Bastrop.
- b. Inspector agrees to assist the City in enforcement of its ordinances as follows:
 - i. Inspector agrees to make all inspections requested by the City under appropriate ordinances of the City or state law. See Attachment "A" "Inspection Scheduling Procedures."
 - ii. The Inspector, as the City's agent, will help assure (upon request) compliance with the adopted International Energy Conservation Code (IECC).
 - iii. Upon request, Inspector will make written reports noting state law or ordinance compliance or any deviations from all inspections and deliver a copy of such reports to the City office via mail, in person, facsimile, or other electronic means within two (2) business days.
 - iv. Inspector may from time to time be called upon to perform the following services:
 - Attend meetings of the City's Council, when requested by a City Official, the City Manager, or the Director of Planning; and/or
 - Attend other public or private meetings involving inspection matters related to the duties performed under this Agreement as requested by a City Official, the City Manager, or the Director of Planning.
 - v. Inspector shall conduct him/herself as an agent of the City in good faith displaying

professionalism and a courteous manner in dealings with the citizens of the City. Inspector agrees to abide by the Building Official Code of Ethics as established by the International Code Council (ICC). Inspector will report to the Director of Planning of the City, verbally or in writing, any conflicts between Inspector and any citizen while performing said duties.

- vi. The Jurisdiction may conduct customer satisfaction surveys from time to time without notice to Inspector. The City will incur cost of materials to perform such surveys.
- vii. Inspector shall maintain complete and accurate records of work performed for the City. Inspector shall manage both public and confidential records that Inspector obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.
- viii. Inspector understands that payments made to Inspector are only for services performed. The City, at its sole discretion, may engage other third-party inspectors to perform some or all services described herein.

The City will employ the Inspector for the following fee structure:

Residential Inspections

Temporary electrical service	\$65.00
Plumbing rough-in/foundation layout	\$65.00
Water/sewer yard-lines	\$65.00
Copper/PEX	\$65.00
Combination inspections (frame & MEP rough in	\$65.00
Re-frame and Insulation inspections	\$65.00
Wallboard inspections	\$65.00
Sheathing inspections	\$65.00
Final inspections (combination)/ Certificate of Occupancy	\$65.00

Customer Service Inspection	\$65.00
Gas test/Electrical service inspection	\$65.00
Additional inspections to include but is not limited to driveway, fence, pool, demolition	\$65.00
Remodeling/alterations to existing structure	\$65.00
Re-inspections	\$65.00

Commercial and Multi Family Inspections: *

Plumbing Rough	\$85.00
Foundation Pre-pour	\$85.00
Water/Sewer Line	\$85.00
Copper/PEX	\$85.00
Sheathing	\$85.00
Framing	\$85.00
Mechanical Rough	\$85.00
Electrical Rough	\$85.00
Plumbing Top Out	\$85.00
Shear Wall	\$85.00
Insulation	\$85.00
Wallboard	\$85.00
Final Building	\$85.00
Final Mechanical	\$85.00
Final Electrical	\$85.00
Final Plumbing	\$85.00

Customer Service Inspection	\$85.00
Med-Gas	\$250.00
Re-inspections	\$85.00

*Inspections may be combined where appropriate without additional fee.

Plan Review Fees:

Residential Code Plan Review: \$80.00 each. *

*Remodels and/or projects equal to or less than 1,000SF, Plan Review: \$65.00

Commercial and Multi Family Plan Review Projects: \$125.00/HR. If requested, an estimate of the total fee for a project may be provided to the Jurisdiction.

Consultation Services: \$95.00/Hour, one hour minimum. *

*includes but not limited to, meetings, and conferences.

Building Inspection Scheduling Procedures:

Code inspections conducted by ATS Engineers, Inspectors & Surveyors can be called in or received via email or on the MyGov Online system to ATS prior to 4:00pm on the day before the inspection is needed. Our office number is 512-328-6995 and fax number is 512-328-6996. Email address for inspection request is scheduler@ats-engineers.com. If a preference exists for either a morning or afternoon inspection, or if an inspector must meet with a contractor/owner on the job site, it must be notated by the person requesting the inspection.

It is the responsibility of the City to request inspections through call in, email or through the City's MyGov Online system for each phase of construction prior to proceeding with construction and/or covering work. Inspections not requested or authorized by the City will not be paid. This must include the name and phone number of the permit holder, the physical address of the permitted project and the type of inspection(s) requested. Passed inspections allow construction to proceed to the next stage. Failed inspections shall be corrected and re-inspected for compliance prior to proceeding with construction. All re-inspection fees must be paid prior to further inspection requests being performed.

Inspections will be combined at stages where combining is appropriate and the completion of one stage does not interfere with the inspection at another stage. Inspections performed individually other than those listed in stages at the convenience of the permit holder or necessary due to site conditions or other unforeseeable situations will be billed separately. The following are minimum required inspections for new construction. Please see the Plan Review documents for required inspections list.

Reviewed, stamped Job Copy plans, Construction Documents, Energy reports, Plan Review documents, Manufacturer's installation instructions, test reports and test certificates, and other documentation pertinent to the permitted project must be on-site and available to the Inspector upon request. The following is a list of common inspection types but is not all-inclusive and may change. It is important to check with the Jurisdiction prior to construction on the required inspections. The City of Bastrop has adopted the following Codes: 2018 editions of the International Building Code (IBC), International Fire Code (IFC), International Mechanical Code (IMC), International Plumbing Code (IPC), International Fuel Gas Code (IFGC), International Residential Code (IRC), 2018 International Energy Conservation Code (IECC) and 2017 National Electric Code.

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

House Bill 89 Verification Form

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

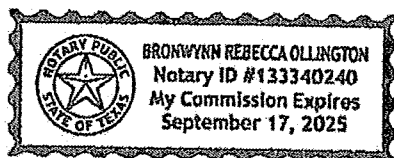
01/12/2022

DATE

[Signature]
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 12 day of January, 2022, personally appeared Brad Schubert, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



[Signature]
BRONWYNN OLLINGTON

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Planning & Development Department
P. O. Box 427
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

☒ Workers' Compensation Statutory limits, State of TX.

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

☒ Commercial General Liability:

	☐ Very High/High Risk	☒ Medium Risk	☐ Low Risk
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

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

☐ Very High/ High Risk	☒ Medium Risk	☐ Low Risk
Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

☐ Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

☐ Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

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

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

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

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

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

☐ Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of

air, soil or ground or as determined by the City of Bastrop)

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: _____

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



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 12E

TITLE:

Consider action to approve Resolution No. R-2022-18 of the City Council of the City of Bastrop, Texas to approve a Standard Contract with SAFEbuilt, LLC for third-party building review and inspection services in an amount not to exceed Six Hundred Fifty Thousand Dollars and 00/100 Cents (\$650,000.00); authorizing the City Manager to execute all necessary documents, providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Jennifer C. Bills, Director of Planning & Development

BACKGROUND/HISTORY:

The City of Bastrop uses third party building and fire review and inspection services to allow the department to respond to a fluctuating level of inspections. The contract sets a not to exceed amount for a contract term of one year that can be extend yearly for up to 3 years. Staff will encumber the available amount budgeted from Contractual Services. As reviews and inspection revenue exceeds the budgeted amount, a budget amendment will be brought before City Council to increase the professional services amount. See the attached memo for more information.

FISCAL IMPACT:

The building review and inspections collect revenue through fees, which are estimated on page 67-68 of the FY21-22 Annual Budget. The Contractual Services funds are budgeted on page 149.

RECOMMENDATION:

The Director of Planning & Development recommends approval Resolution No. R-2022-18 of the City Council of the City of Bastrop, Texas to approve a Standard Contract with SAFEbuilt, LLC for third-party building review and inspection services in an amount not to exceed Six Hundred Fifty Thousand Dollars and 00/100 Cents (\$650,000.00); authorizing the City Manager to execute all necessary documents, providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2022-18
- Standard Contract with SAFEbuilt, LLC
- Background Memo

TO: Paul A. Hofmann, City Manager

From: Shirley Ellis, Building Official
Jennifer Bills, Director of Planning & Development

Date: January 13, 2022

Subject: Resolution No. 2022-18 SAFEBuilt Standard Contract



=====

BACKGROUND/HISTORY:

The City of Bastrop has experienced an increase in the amount of single-family residential permits in 2021. Starting in Fiscal Year 2022, the budget includes funds in the Building Inspection Division's Professional Services to cover the cost of third-party building reviews and inspections.

SAFEbuilt, LLC is qualified to provide ICC Certified commercial and residential reviewers and inspectors that can respond to a fluctuating level of construction projects. This will enable the City to scale the number of plan reviews and inspections relative to the current demand, rather than having one dedicated team. This also allows the City to provide continuity of services if the Building Official is unavailable. The review and inspection fees have been calculated to cover cost recovery for the Building Inspection Division. The City will be contracting with other providers which will provide the flexibility to spread out reviews and inspections to minimize review and response times if the demand is high or one provider is temporarily unavailable.

Review & Inspection Services/Timelines

SAFEbuilt will serve as the primary third-party provider on all commercial and residential plan reviews for new and remodel construction across all disciplines. This includes building, fire, plumbing, mechanical and electrical. This will facilitate coordination across all trades and will result in increased efficiency in the plan review process. Timeline for completed plan reviews: a Residential Plan Review – First comments, 5 business days, Second comments, 5 business days. Multi-family/Commercial – First comments, 10 – 20 business days, Second comments, 5 – 10 business days. They will also provide primary third-party fire inspection services. Inspections requested before 3:00 p.m. will be completed within 1 business day, excluding weekends and holidays.

SAFEbuilt will serve as a secondary third-party inspection provider to be used when the Building Official determines additional field staff is necessary due to the construction volume. Timeline for inspections is all requested inspections, Commercial and Remodel, will be completed within one business day of request made before 3:00 p.m., excluding weekends and holidays.

POLICY EXPLANATION:

The City has adopted the 2018 International Code Council Commercial, Residential, Plumbing, Mechanical and Fire Codes along with the NFPA National Electric Code. Plan review and inspections are necessary to ensure that commercial and residential buildings are constructed in accordance with these requirements and are safe and will be sustainable through code compliant construction methods and practices.

FUNDING SOURCE:

The building review and inspections collect revenue through fees, which are estimated on page 67-68 of the FY21-22 Annual Budget. The Contractual Services funds are budgeted on page 149.

RESOLUTION NO. R-2022-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO APPROVE A STANDARD CONTRACT WITH SAFEbuilt, LLC FOR THIRD-PARTY BUILDING REVIEW AND INSPECTION SERVICES IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$650,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS, PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of Bastrop, Texas 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 Council is committed to standards necessary to facilitate proper inspection activities by the City relating to building standards within the corporate city limits of the City of Bastrop, Texas, and for residential and commercial buildings served by City utilities, relating to public safety, health, and general welfare; and

WHEREAS, The City Council of the City of Bastrop, Texas recognizes that the volume of permits and inspections fluctuate over time and have increased in volume in the current fiscal year; and

WHEREAS, a third-party inspection and review service will enable staff to provide timely customer service for review and inspections of building activities.

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 (and contract extensions) not to exceed Six Hundred Fifty Thousand Dollars (\$650,000.00) with SAFEbuilt, LLC.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

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

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

I. General Information and Terms.

Contractor’s Name and Address:	SAFEbuilt Texas LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Attn: Joe DeRosa, CRO
General Description of Services:	Plan review and inspection services
Maximum Contract Amount:	Not to exceed \$650,000
Effective Date: parties.	On the latest of the dates signed by both
Termination Date:	One (1) year with the option to review for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the Parties. See additional provisions in Section II.D.

Contract Parts: This Contract consists of the following parts:

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

II. Standard Contractual Provisions.

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

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

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

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

D. Termination Provisions.

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

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

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251. Contractor may terminate this Contract upon ninety (90) days written notice, with or without cause and with no penalty or additional cost. In case of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination. Contractor's termination for convenience does not constitute a default or breach of this Agreement.

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

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

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

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

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent, consent shall not be unreasonably withheld.

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

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

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

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

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

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

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

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

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

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

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

R. Standard of Care. Services must be performed with the professional skill and care ordinarily provided by competent members of the same profession practicing or performing substantially same or similar services, practicing in the same or similar locality and under the same or similar circumstances and professional license.

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

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

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

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

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

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

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

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

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

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

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

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

III. Additional Terms or Conditions.

Insurance

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

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or

pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

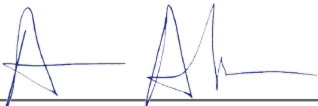
IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

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

V. Signatures.

SAFEbuilt Texas, LLC

CITY OF BASTROP

By:  By: _____

Printed Name: Avner Alkhas Printed Name: _____

Title: Chief Financial Officer Title: _____

Date: January 19, 2022 Date: _____

EXHIBIT A-1

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

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

SAFEbuilt, LLC
LOVELAND, CO United States

Certificate Number:
2022-839812

Date Filed:
01/13/2022

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Bastrop

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Standard General Service
provide plan review and inspection services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	SAFEbuilt Holding Company	LOVELAND, CO United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Avner Alkhas, CFO, and my date of birth is 05.01.1989.

My address is 3755 Precision Drive, Suite 140, Loveland, CO, 80538, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Larimer County County, State of Colorado, on the 13th day of Jan, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services date January 10, 2022

1. LIST OF SERVICES

Building, Electrical, Plumbing, Mechanical, Fire Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Provide fire suppression, sprinkler, alarm system, fire access and hazmat storage inspections

- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Provide fire suppression, sprinkler, alarm system, fire access and hazmat storage plan review
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	15 business days	5 business days or less
	✓ Large commercial within	20 business days	10 business days or less

4. FEE SCHEDULE

- ✓ Beginning January 01, 2023 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Supplemental Inspection Services Fee Schedule	
Single Family Residential Construction Inspection	\$70.00 per stop (address, building or unit)
Commercial/Multi-Family Construction Inspection	\$85.00 per stop (address, building or unit)
Above rates include inspection of all disciplines at address	
One & Two Family Residential Construction Plan Review and Inspection	
Square Footage	Fee
0 to 1500 square feet	\$750.00
1501 to 10,000 square feet	\$750.00 for the first 1500 square feet plus \$0.33 for each additional square foot up to and including 10,000 square feet
Over 10,000 square feet	\$3,700.00 for the first 10,000 square feet plus \$0.13 for each additional square foot over 10,000 square feet
One & Two Family Residential Construction Plan Review Only	
\$125.00 per residential dwelling for first comments plus one revision, thereafter \$88.80 per hour	
One & Two Family Residential Additional Fees	
Service Description	Fee
Remodels and accessory structures that include electrical, plumbing, and mechanical will be billed at \$.32 per SF	
Accessory structures not including electrical, plumbing, and mechanical will be billed at a flat rate of \$60.00	
Trade Permits - Residential Remodel/Addition • Mechanical, Electrical, Plumbing	\$70.00 per inspection – includes re-inspection
Swimming Pools Plan Review & Inspections	\$475.00 Plan Review & inspections

After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Commercial and Multi-Family Construction Plan Review	
Project Valuation	Fee
\$1.00 to \$10,000	\$40.00
\$10,001 to \$25,000	\$61.63 for the first \$10,000 plus \$4.76 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$133.03 for the first \$25,000 plus \$3.43 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$218.88 for the first \$50,000 plus \$2.38 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$337.88 for the first \$100,000 plus \$1.90 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,099.46 for the first \$500,000 plus \$1.62 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$1,906.98 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or fraction thereof
Commercial and Multi-Family Construction Inspection	
Project Valuation	Fee
\$1.00 to \$10,000	\$70.00
\$10,001 to \$25,000	\$99.67 for the first \$10,000 plus \$7.70 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$354.06 for the first \$50,000 plus \$3.85 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$546.56 for the first \$100,000 plus \$3.03 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,778.56 for the first \$500,000 plus \$2.61 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,084.81 for the first \$1,000,000 plus \$1.73 for each additional \$1,000; or fraction thereof
Fire Code Plan Review Services (fire alarm and fire sprinkler systems)	
Total Valuation	Fee
\$1,000.00 and less	\$45.00
\$1,001.00 to \$25,000.00	\$189.00
\$25,001.00 to \$50,000.00	\$315.00
\$50,001.00 to \$100,000.00	\$515.00
\$100,001.00 to \$500,000.00	\$850.00
\$500,001.00 to \$1,000,000.00	\$1,100.00
\$1,000,001.00 to \$3,000,000.00	\$1,600.00
\$3,000,001.00 to \$6,000,000.00	\$2,400.00
\$6,000,001.00 and up	\$2,400.00 plus \$0.25 for each additional \$1,000.00
Fire Code Inspection Services (fire alarm and fire sprinkler systems)	
Total Valuation	Fee
\$1,000.00 and less	\$45.00
\$1,001.00 to \$25,000.00	\$250.00

\$25,001.00 to \$50,000.00	\$550.00
\$50,001.00 to \$100,000.00	\$850.00
\$100,001.00 to \$500,000.00	\$1050.00
\$500,001.00 to \$1,000,000.00	\$1,350.00
\$1,000,001.00 to \$3,000,000.00	\$1,900.00
\$3,000,001.00 to \$6,000,000.00	\$2,850.00
\$6,000,001.00 and up	\$2,850.00 plus \$0.25 for each additional \$1,000.00
Fire Service Description	Fee
Fire Sprinkler Pump	\$100.00
Water Tanks for fire prevention	\$100.00
Type I Hood with auto fire extinguishing system	\$100.00

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

House Bill 89 Verification Form

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

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

Pursuant to Section 2270.001, Texas Government Code:

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

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

January 13, 2022

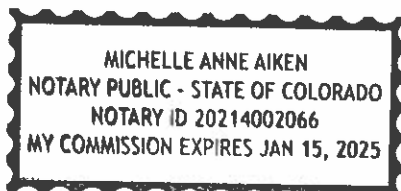
DATE

AA

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 13 day of January, 2022, personally appeared Avner Alkhas, CEO, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



MAA

EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

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

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

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

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

of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Planning & Development Department
P. O. Box 427
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

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

Coverages Required & Limits (Figures Denote Minimums)

☒ Workers' Compensation	Statutory limits, State of TX.		
☒ Employers' Liability	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate		
☐ Commercial General Liability:			
	___ Low Risk	___ Very High/High Risk	___X___ Medium Risk
	Each Occurrence	\$1,000,000	\$500,000
\$300,000			
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000
☒ Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)			
	___ Very High/ High Risk	___X___ Medium Risk	___
Low Risk			
Combined Single Limits	Combined Single Limits	Combined Single Limits	
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily	
☐ Garage Liability for BI & PD			
	\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto		
	\$2,000,000 General Aggregate		
☐ Garage Keepers Coverage (for Auto Body & Repair Shops)			
	\$500,000 any one unit/any loss and \$200,000 for contents		
☐ Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:			
	Contract value less than \$1,000,000: not required		
	Contract value between \$1,000,000 and \$5,000,000: \$4,000,000 is required		
	Contract value between \$5,000,000 and \$10,000,000: \$9,000,000 is required		
	Contract value between \$10,000,000 and \$15,000,000: \$15,000,000 is required		
	Contract value above \$15,000,000: \$20,000,000 is required		
Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.			
☒ Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.			
Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.			
☐ Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis			

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

\$1,000,000 each occurrence

\$2,000,000 aggregate

___ Other Insurance Required: _____

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



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 12F

TITLE:

Consider action to approve Resolution No. R-2022-19 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with JOT Holdings LLC for Legends Cove, Section Two, 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:

Jennifer C. Bills, Director of Planning & Development

BACKGROUND/HISTORY:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

The Director of Planning & Development recommends City Council consider action to approve Resolution No. R-2022-19 of the City Council of the City of Bastrop, Texas approving a Public Improvement Plan Agreement with JOT Holdings LLC for Legends Cove, Section Two, as attached in Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. R-2022-19
- Exhibit A – Legends Cove Section 2 Public Improvement Plan Agreement

RESOLUTION NO. R-2022-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A PUBLIC IMPROVEMENT PLAN AGREEMENT WITH JOT HOLDINGS LLC FOR LEGENDS COVE, SECTION TWO, AS ATTACHED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the “Developer” known as JOT Holdings, LLC has an approved Preliminary Plat and Public Improvement Plan for the construction of Legends Cove, Section Two, a single-family subdivision; and

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement

LEGENDS COVE SECTION TWO

The State of Texas

County of Bastrop

WHEREAS, JOT Holdings LLC, hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in Legends Cove Section Two, a development in the City of Bastrop ETJ, Texas: being four blocks and twenty lots; and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through JOSEPH OSCAR THOMPSON, its duly authorized officer, and the City, acting herein by and through PAUL A. HOFMANN, its City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of streets JOT Holdings LLC, drainage JOT Holdings LLC, street lights and street signs JOT Holdings LLC; summary of applicable infrastructure (development) amounts; assurance payments to the City; payment of inspection fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for Legends Cove Section Two approved by the City on the 16th day of December 2021.

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

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

1.11 Public Infrastructure Construction and Acceptance Process

- a) The Developer and the City agree that a pre-construction meeting will not be held and notice to proceed issued until the payment of the Public Improvement Inspection fees are paid to the City and a copy of the approved plan set provided to the City Construction Manager. The Public Improvement Inspection fees will be three- and one-half percent (3.5%) of the total infrastructure costs (water, wastewater, streets, sidewalks, and drainage), per the Master Fee Schedule adopted with Ordinance Number 2021-12.
- b) Upon completion of the Infrastructure, the developer must furnish the City with the following prior to acceptance and release of fiscal guarantee (if provided):
 - 1. As-Built/Record Drawings of Public Improvement Plans in pdf format and in CAD/GIS format;
 - 2. The Developer agrees to require the contractor(s) to furnish the City and County with a two (2) year maintenance bond in the name

of the City and Bastrop County, subject to City approval, for twenty five percent (25%) of the contract price of the public streets, and drainage improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements;

3. Letter of Concurrence from the Design Engineer.

- c) Once these items are provided, the City will provide a Letter of Acceptance from the City Engineer.
- d) In order to record the Final Plat, the developer must complete one of the following:
 - 1. Have received a Letter of Acceptance from the City Engineer; or
 - 2. Provide fiscal guarantee for 125% of the outstanding Infrastructure (Development) Improvement Costs, with Engineer's Opinion of Probable Costs. This guarantee will not be released until acceptance of the Infrastructure by the City Engineer.

1.12 Payment of Miscellaneous Construction Costs

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

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City's Tree Preservation

Ordinance and Construction Standards during all phases of construction. The Developer submitted a tree protection plan and protected tree survey showing the protected trees on site and the measures of tree protection to be employed prior to any site work on the project with Public Improvement Plans approved on December 16, 2021.

2.00 Infrastructure (Development) Improvement Costs

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

2.10 Water Improvements

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

Proposed Water System Improvements
AQUA WATER SUPPLY CORPORATION
Bastrop, Texas

Legends Cove Section 2 – FF
Bastrop County, Texas

PRELIMINARY COST SUMMARY
(March 8, 2021)

Item/Description	Quantity	Unit Price	Estimated Cost
6" Wet Connection	6 Ea	\$3,500	\$21,000.00
5-1/4" Fire Hydrant Assembly w/ Gate Valve, Tee and Restraint Glands	6 Ea	\$5,000	\$30,000.00

Construction Total:	\$51,000.00
Contingencies (approx. 10% of const.)	\$5,100
Engineering (approx. 12% of const.)	N/A
Legal	\$2,000

Grand Total:	\$58,100.00
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NOTE: This is a preliminary cost summary and not an actual contractual construction cost quote. It is not based on any prepared plans or on-site inspections by this office. After surveying and plans are prepared and reviewed, a more accurate estimate can then be provided. This preliminary cost summary shall be valid for 90-days from the date listed above.

	Full Project Cost	Developer Amount	City Participation
Water Facilities	\$58,100	\$58,100	\$0.00
Total Construction Cost	\$58,100	\$58,100	\$0.00

2.20 Street & Drainage Improvements

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

[9-4-2021]

Legends Cove Road Estimate

From

Mark's Asphalt and Seal
Coating
512-653-1892
[Leander, Tx 78641]

Estimate For

Thompson Custom
Properties LLC

Quantity	Description	Unit Price	Total
1	Mobilization	\$5,000	\$5,000
1	Stabilization Construction Entrance	\$280	\$280
1	Clearing and Grubbing- 7 acres	\$7,500	\$7,500
40	Silt fence rolls	\$19	\$760
4316 CY	Excavation Cut within R.O.W.	\$5,000	\$5,000
1584.1 CY	Embankment (Fill) within R.O.W.	\$3.00	\$4,755
12075 SY	Subgrade Preparation	\$15,000	\$15,000
40 rolls	Single Layer GEO GRID TX DOT	\$400	\$16,000
3096 CY	Flexible Base 8"	\$49,254.00	\$49,254.00
637.6 CY	Hot Mix 2"	Total	\$149,200.00
2	18" X 20' (CMP)	\$410	\$820
4	24" (CMP)	\$544.00	\$2,176.00
134.6'	36" X 20' (CMP)	\$830	\$5,810
290'	60" RCP	\$17,500	\$17,500
2	18" CMP Slope Ends with Clamps	\$446	\$892

[Company]

Tel [Telephone]
Fax [Fax]

[Street Address]
[City, ST ZIP Code]

[Website]
[Email]

replace with
LOGO

[Date]

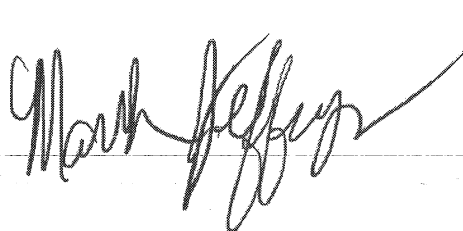
Invoice No. 1234

Pg.02

4	24" CMP Slope Ends with Clamps	\$620	\$2480
4	36" CMP Slope Ends with Clamps	\$640	\$2,560
10	60" RCP End Treatment	\$200	\$2,000
342 CY	6" Topsoil	\$20	\$6,840
4.2 Acres	Revegetation Seeding	\$3,742	\$3,742
	Sales tax included in totals		
	Total Due		\$297,569.60

50% Due Prior too Start 50% Due upon completion

Thank you for your business!

 09/13/2021

	Full Project Cost	Developer Amount	City Participation
Street & Drainage Facilities	\$297,569.60	\$297,569.60	\$0.00

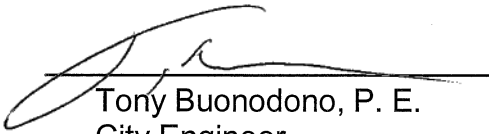
**INSPECTION FEES TO BE PAID PRIOR TO
PRE-CONSTRUCTION MEETING:**

Percentage Final of Construction Improvement

		Construction Cost Amount	Inspection Fee
Streets & Erosion Control Improvements	3.5%	\$263,331.6	\$9,216.61
Water	3.5%	\$58,100	\$2,033.50
Drainage	3.5%	\$34,238	\$1,198.33
Payment to the City			\$12,448.44

The final construction amount is **[\$355,669.60]**, and the Public Improvement
Inspection fee amount is **[\$12,448.44]**.

RECOMMENDED:


1/19/2022
 Tony Buonodono, P. E. Date
 City Engineer

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

The Developer will provide the City with a Drainage Operation and Maintenance Plan (plan) in accordance with the Stormwater Drainage Manual. The plan shall provide detailed information regarding the obligation of responsible parties for any drainage system, stormwater system, or other improvement which will not be dedicated to the City as part of this agreement. Proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

3.20 Screening Wall, Landscaping, and Irrigation

The Developer shall be responsible for installing screening walls, retaining walls, landscaping, and irrigation in accordance with the approved Public Improvement Plans approved on December 16, 2021.

3.30 Street Name and Regulatory Signs Bastrop County

Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the Public Improvement Plans per the signage regulations in the Bastrop County Sign Standards and Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and County requirements, including but not limited to, exact placement, sign height and block numbers. The City and County shall not be responsible or obligated to maintain and/or replace any non-standard sign poles, street name signs, or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

4.00 Miscellaneous Provisions

4.10 Bonds

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

binding upon the surety.

4.20 Public Liability

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

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

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any

and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design

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

4.32 Approval of Plans

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

Neither the City or County, nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

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

4.40 Dedication of Infrastructure Improvements

All infrastructure required for public roads, drainage, or other public infrastructure (including but not limited to lighting, signage, traffic lights, sidewalks, parking areas, storm sewers, or other drainage infrastructure), shall be maintained by the Developer, or their assigns, until such a time that it is accepted, if at all, by a governmental entity for maintenance. Until such a time as Bastrop County, through the Bastrop County Commissioners Court, accepts the dedication of the improvements delineated and shown on this plat, said improvements are not Bastrop County improvements and are not subject to Bastrop County maintenance.

4.50 Assignment

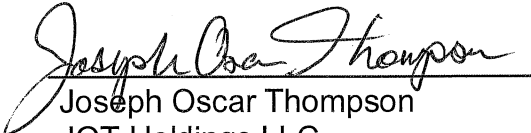
This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted

for the assignment, transfer, pledge and/or conveyance of any refunds due or to become due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

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

Legends Cove Section Two

City of Bastrop, Texas


Joseph Oscar Thompson
JOT Holdings LLC

Paul A. Hofmann
City Manager

ATTEST:

Ann Franklin

Date

City Secretary

APPROVED AS TO FORM AND LEGALITY:

Alan Bojorquez
City Attorney

Date

Distribution of Originals:

Developer
City Secretary
Planning and Development Department



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 13A

TITLE:

Consider action to approve Resolution No. R-2022-22 of the City Council of the City of Bastrop, Texas confirming the Youth Advisory Council appointments of the Mayor, as required in Section 3.08 of the City Charter; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Rebecca Gleason, Assistant City Manager

BACKGROUND/HISTORY:

The Youth Advisory Council was established on January 9, 2018, by the City Council of Bastrop, Texas after Mrs. Megan Brandon, a 9th Grade Social Studies Research Methods Teacher at Colorado River Collegiate Academy, and her third period class identified few opportunities for youth activities and leadership in Bastrop. Their identified solution to help solve this issue was the Youth Advisory Council (YAC). On May 22, 2018, the inaugural 12 members were recommended and approved for appointment.

This board serves as a conduit to the youth of the Bastrop community. An Ordinance establishing the YAC was approved by the Council on January 9, 2018.

In July 2021, youth were selected by school staff with four returning members and eight new to the board. The council had its first meeting on September 13, 2021, where it discussed its role in planning of youth engagement for the upcoming Parks Master Plan. The following students are recommended by school staff for appointment:

Students	High School	Grade for 2021-22
Kylie Bagwell	CRCA	12 th
Emily Pascoe	BHS	11 th
Aidan Christensen	CCHS	12 th
Solomon Staples	CCHS	11 th
Ramero Vargas	CCHS	11 th
Alison Gorman	BHS	11 th
Harper Jimenez	BHS	12 th
Natalee Rebeles	BHS	11 th

RECOMMENDATION:

Consider action to approve Resolution No. R-2022-22 of the City Council of the City of Bastrop, Texas confirming the Youth Advisory Council appointments of the Mayor, as required in Section 3.08 of the City Charter; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2022-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS CONFIRMING THE YOUTH ADVISORY COUNCIL APPOINTMENTS OF THE MAYOR, AS REQUIRED IN SECTION 3.08 OF THE CITY CHARTER; PROVIDING FOR A REPEALING CLAUSE; 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 City Council; and

WHEREAS, Mayor Connie Schroeder has received recommendations regarding the applications to the Youth Advisory Council Board and made appointments; and

WHEREAS, The City of Bastrop has an interest in supporting opportunities for youth activities and leadership in Bastrop and Bastrop County; and

WHEREAS, The City of Bastrop has recognized the need to promote an action-civics curriculum where students select a community issue, research it, and come up with a potential solution; and

WHEREAS, Applications for the open positions were received by Bastrop Independent School District; and

WHEREAS, the City Council finds that a very significant public interest is served by development and support of the Youth Advisory Council.

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

Section 1: That Mayor Connie Schroeder appointed the following members to the Youth Advisory Council:

Students	High School	Grade for 2021-22
Kylie Bagwell	CRCA	12 th
Emily Pascoe	BHS	11 th
Aidan Christensen	CCHS	12 th
Solomon Staples	CCHS	11 th
Ramero Vargas	CCHS	11 th
Alison Gorman	BHS	11 th
Harper Jimenez	BHS	12 th
Natalee Rebeles	BHS	11 th

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointments to the Youth Advisory Council.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 13B

TITLE:

Consider action to approve Resolution No. R-2022-23 of the City Council of the city of Bastrop, to approve the City of Bastrop to receive a grant from the St. David's Foundation for a two-hundred and fifty thousand dollars and no cents (\$250,000) in contribution to the City of Bastrop Parks & Recreation Master Plan; authorizing the City Manager to sign a Grant Agreement on behalf of the City; providing for a severability clause and establishing an effective date.

STAFF REPRESENTATIVE:

Rebecca Gleason, Assistant City Manager for Community Engagement

BACKGROUND/HISTORY:

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

The City applied for the grant in September of 2021 and received notice of grant award in December 2021.

Through acceptance of this grant, staff is seeking permission to peruse a plan to bring back a mid-year budget amendment for the addition of a new FTE in support of our commitment to the St. David's Foundation, the Emile Multicultural Center, and increasing service levels in both recreation and parks.

POLICY EXPLANATION:

In accordance with Council discussions from the Pre-Budget Planning Meeting in May of 2021, and in support of the Focus Area of Uniquely Bastrop, Unique Environment, and Fiscal Responsibility, the City of Bastrop City Council directed staff to pursue steps in building a robust parks and recreation program to better support our community's quality of life.

FISCAL IMPACT:

The fiscal impact includes \$250,000 from St. David's Foundation Grant towards the Parks and Recreation Master Plan as well as a Sports Complex Feasibility Study funded by Type B (BEDC) funding of \$50,000. The grant agreement with the St. David's Foundation includes a city commitment of \$125,000 in dedicated staffing.

RECOMMENDATION:

The Assistant City Manager for Community Engagement recommends Council approval of the grant awarded by the St. David's Foundation to create a Parks and Recreation Master Plan.

Consider action to approve Resolution No. R-2022-23 of the city council of the city of Bastrop, Texas to approve the City of Bastrop to receive a grant from the St. David's Foundation for a two-hundred and fifty thousand dollars and no cents (\$250,000) in contribution to the City of Bastrop Parks & Recreation Master Plan; authorizing the City Manager to sign a Grant Agreement on behalf of the City; providing for a severability clause and establishing an effective date.

ATTACHMENTS:

- Resolution
- Memo
- St. David's Contract



TO: Paul A. Hofmann, City Manager
FROM: Rebecca Gleason, Assistant City Manager for Community Engagement
DATE: January 25, 2022
SUBJECT: St. David's Foundation Grant



=====

City of Bastrop Parks & Recreation Master Plan:

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

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

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

St. David's Foundation Grant Commitment:

The City applied for the St. David's Foundation grant to pay for the Parks and Recreation Master Plan in the amount of \$250,000 in September of 2021 and received notice of the grant award in December 2021.

In particular, the City of Bastrop has committed to St. David's Foundation:

- \$125,000 or more in dedicated key FTE equivalents, value of which was provided to St. David's Foundation by the City.
- Two written reports that include a narrative summary of accomplishments and challenges with more reports to be given upon request.
- Utilization of Bastrop County Cares to ensure authentic community engagement through design and implementation of the needs assessment, selection of the Master Plan consultant, and to guarantee efforts are congruent with other developing local efforts.
- A one-year time period for completing the work. Accordingly, the City plans to immediately begin the process of selecting master plan consultants, and to ask Council to approve the consultant selection in June of 2022.

Emile Multicultural Center Commitment:

When the City of Bastrop applied for this grant, the Emile Multicultural Center was not yet part of the City's plans for our recreational future. Since the realization of this exciting project, the City has committed through a letter of intent, to engage in a cooperative endeavor through a series of

real estate transactions, historical designation, programing, and construction efforts in furtherance of building, maintaining, and operating a multicultural and recreational structure.

Fiscal Year 2022 Budget:

The Parks and Recreation Master Plan, the Emile Multicultural Center, and the ongoing efforts to develop recreation programing (including the development of a comprehensive fee schedule for both parks and recreation) are expected to take substantial staff resources for the remainder of Fiscal Year 2022 and well into the future.

The Fiscal Year 2022 base budget currently supports one person devoted to the recreation effort which is our Recreation Manager. The position is currently being filled by contract with a consultant, but interviews are scheduled, and that position will be filled in February of 2022.

The City's commitments to the Emile Multicultural Center Project, the requirements of the St. David's grant, the scope of our Parks & Recreation Master Plan, and the level to which our current recreation programing has so quickly grown, justifies the commitment of this increased level of funding in recreation.

Our preliminary plans for the Fiscal Year 2023 budget, consistent with our efforts to enhance recreation programing into the future, would have included a recommendation to increase FTEs in the area of recreation to two (2) in order to help carry out the outcomes of our Parks and Recreation Master Plan and Sports Feasibility Study. Given the timing of the work that needs to be done over the next few months, and to ensure the City of Bastrop is able to fully leverage the opportunities before us for our citizens, the new recommendation is to provide the full-time position in Fiscal Year 2022 with a mid-year budget amendment that will be brought back to Council.

Future of City of Bastrop Recreation:

In accordance with Council discussions from the Pre-Budget Planning Meeting in May of 2021, and in support of the Focus Area of Uniquely Bastrop, Unique Environment, and Fiscal Responsibility, the City of Bastrop City Council directed staff to pursue steps in building a robust parks and recreation program to better support our community's quality of life. Staff is still creating the detail around how to best achieve that goal within current and future resources, but the proposed additional FTE, as mentioned above, would be a step towards recreation being addressed at a department level with elevated presence on the organization chart in furtherance of increasing service levels in both recreation and parks.

RESOLUTION NO. R-2022-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE CITY OF BASTROP TO RECIEVE A GRANT FROM THE ST. DAVID'S FOUNDATION FOR TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00) IN CONTRIBUTION TO THE CITY OF BASTROP PARKS & RECREATION PLAN; AUTHORIZING THE CITY MANAGER TO SIGN A GRANT AGREEMENT ON BEHALF OF THE CITY FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop is dedicated to improving the quality of life of the citizens of Bastrop through our parks and recreation services;

WHEREAS, the City of Bastrop City Council has formalized that dedication through their Focus Areas of Uniquely Bastrop and Unique Environment;

WHEREAS, the next step in providing a more robust level of service in this area is the update of the City of Bastrop Parks & Recreation Master Plan;

WHEREAS, the City of Bastrop City Council has further committed to be good stewards of our taxpayers' resources through their Focus Area of Fiscal Responsibility and directed staff to seek grant opportunities;

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

Section 1. The City Council of the City of Bastrop approves the authorization of the City Manager to sign a Grant Agreement with St. David's Foundation on behalf of the City of Bastrop for receipt of \$250,000.00.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January 2022.

APPROVED:

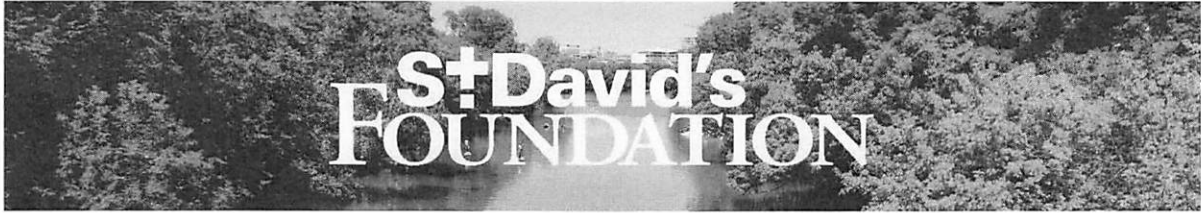
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



Building the healthiest community in the world.

GRANT AGREEMENT

DATE: 12/23/2021
GRANT PARTNER (LEGAL NAME): City of Bastrop
GRANT PARTNER (DBA): City of Bastrop
GRANT AMOUNT: \$250,000
GRANT PERIOD: 1/1/2022-12/31/2022
SDF PROGRAM AREA: Rural

St. David's Foundation and City of Bastrop are entering into this Grant Agreement to establish the terms and conditions of a \$250,000 contribution to City of Bastrop Parks and Recreation Master Plan (the "Contribution"). By executing the acknowledgement below and accepting periodic payments pursuant to this agreement, City of Bastrop agrees that the Contribution will be used in strict accordance with this agreement and that all of the terms and conditions of this agreement will be met or exceeded.

Grant Terms and Conditions

A. TERM.

The term of this Agreement is from 1/1/2022 to 12/31/2022.

B. PURPOSE AND ADMINISTRATION.

The purpose of the Contribution is to provide funding in the amounts set forth in Exhibit A. Expenditures must conform to the specific line item in the budget as approved. Grantees that anticipate significant changes in their project work plan, including any budget modifications that would

require a transfer from a specific category in the budget that is at least 20% of that category or that exceeds \$50,000 should contact the Program Officer assigned to the grant. Any such changes must be approved by the Program Officer and noted in the request budget vs. actual report.

C. SPECIAL REQUIREMENTS.

Special requirements related to the Contribution, if applicable, are outlined in Exhibit C.

D. EXEMPT STATUS.

The Recipient represents to the Foundation that it is either a tax-exempt organization pursuant to Section 501(c)(3) of the Code or a public/governmental entity authorized to provide the service that the Foundation is funding under this Agreement. The Recipient also represents that its assets and operations are handled in a way that entitles the Recipient to retain its exempt, public or governmental status and that the Recipient has no reason to believe that the IRS has, or will, question its exempt status.

E. FINANCIAL STATEMENTS.

The Recipient agrees to provide the Foundation with copies of its consolidated audited financial statements within ten (10) business days after the independent auditor has signed the opinion. If the Recipient does not have audited financial statements, then the delivery date is within 10 business days of delivery of the financial statements to the Recipient's Board. The Recipient will, on the same schedule, provide the Foundation with a copy of any management letter prepared by its auditor and will inform Foundation, immediately, of management's response.

F. RECIPIENT'S REPORTING OBLIGATION.

The Recipient agrees to provide the Foundation with periodic reports detailing the progress of the Project and the use of the Grant, as provided in the Report Schedule attached hereto as Exhibit B.

G. FOUNDATION SITE VISITS.

The program officer and other representatives of the Foundation may arrange to attend a board meeting and/or conduct a site visit during the grant period.

H. LEARNING AND EVALUATION.

The Program Officer may request Recipient's participation in occasional learning and evaluation activities. The Recipient agrees to provide the program officer, other representatives of the Foundation, or external consultants engaged by the Foundation with requested information for learning purposes.

I. PUBLICITY.

The St. David's Foundation will include information about this Grant in its periodic public reports, may refer to this Grant in press releases, social media or other public materials, and may also provide

information relating to this Grant to others for any purpose it deems reasonably related to its charitable purpose, and Grantee agrees to permit such activities.

When relevant and beneficial, communications about the Grant are encouraged and at the discretion of your organization. All communications, publicity or other materials which will be made publicly available that mention or refer to the Grant, the Foundation or employee of the Foundation that is prepared, produced or delivered by or on behalf of the Grantee, must be provided to the Foundation for written approval prior to the release of such materials to the public. This shall include, without limitation, letters, publications, articles, press releases, narratives, reports, endorsements, quotes, photographs, slides, videos, website postings, blog postings and social media/networking postings. We ask that grantees not take any action in making such materials public until the Foundation has provided written approval.

In preparing any such materials, the Grantee agrees to the following guidelines:

- a. For press releases, submitting a minimum of 48 hours prior to scheduled distribution. Submission should be made to the Grantee's Foundation program officer and the Foundation's Communications Team at communications@stdaidsfoundation.org.
- a. Once approved, a general statement about the Grantee's grant funding from the Foundation can be used repeatedly, if used without modification.
- b. Use the full name, "St. David's Foundation" and do not shorten or abbreviate.
- c. Use of the Foundation name or logo must be in keeping with the St. David's Foundation brand guidelines. For electronic files of the logo and/or questions, please email the Foundation's Communications Team at communications@stdaidsfoundation.org

J. RELATIONSHIP OF THE PARTIES.

The relationship of the Foundation and the Recipient is that of donor/donee or grantor/grantee. Despite public statements to the effect that the Foundation and the Recipient are "partners" in improving the health of the people of Central Texas, the use of such terms is intended simply as a metaphor for the cooperation between the Recipient and the Foundation in connection with their pursuit of their individual missions. This letter of Agreement does not create a partnership, joint venture, agency, or employment relationship between the Recipient and the Foundation. Neither this letter of Agreement nor the Contribution creates an obligation on the part of the Foundation to continue funding of the Recipient or its programs.

K. TERMINATION PROVISION

The Foundation reserves the right to terminate payments under the grant Agreement at any time, with or without cause.

L. MISCELLANEOUS.

- a. Amendments. No amendment to this Agreement, nor waiver of any of its provisions, shall be valid unless in writing and signed by all of the parties hereto.
- b. Notice. Any notice to any party to this Agreement must be delivered via email as follows:

If to Contributor:

aasante@stdavidsfoundation.org
rmoffitt@stdavidsfoundation.org

If to Recipient:

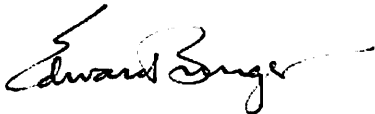
phofmann@cityofbastrop.org
rgleason@cityofbastrop.org
debbie@bastropcares.org

- c. Governing Law. This agreement is made and entered into in the State of Texas, and shall be construed and governed by its laws, excluding its conflicts of law rules.
- d. Fundraising. The Foundation does not sponsor fundraising events of its grantees, and any Foundation representatives attending Recipient's fundraising events are required to purchase tickets.

Accepted and Agreed:

Paul Hofmann
City Manager
City of Bastrop

Date



12/23/2021

Edward B. Burger, Ph.D.
President and CEO
St. David's Foundation

Date

EXHIBIT A
Distribution of Funds

City of Bastrop
1311 Chestnut Street
Bastrop, Texas 78602

Tax ID # 746000231

2021 Contribution to City of Bastrop for project City of Bastrop Parks and Recreation Master Plan

Program Officer: Abena Asante

Payment schedule:

Amount of grant for **2021** financial year: **\$250,000**

Schedule Date	Amount	Notes	Status
1/15/2022	\$125,000		Scheduled
6/15/2022	\$125,000	Upon Program Officer Approval	Scheduled

General Requirements:

1) Any significant changes in project and/or organizational leadership should be reported to the Foundation within 30 days of the change.

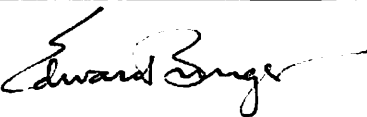
For Accounting Use:	RECORD ID:	3950
Check Payable to:	City of Bastrop	
Strategic Priority:	Rural	
Grant Type:	Programmatic	
CEO Approval:	12/13/2021	
Special Instructions for Accounting:		
CEO/ED Email: Paul Hofmann, phofmann@cityofbastrop.org		
 Approved for payment:		

EXHIBIT B
Reports and Metrics*

Reports are due semi-annually and should be submitted to St. David's Foundation using the online grant portal.

REPORT SCHEDULE

Report #1 (for January – June) – ***Due by August 1st***

Reporting may include:

- Narrative summary of accomplishments, challenges, and changes in financial sustainability
- Updated Budget v Actual

Report #2 (for July – December) – ***Due February 1st***

Reporting may include:

- Narrative summary of accomplishments, challenges, and changes in financial sustainability
- Final Budget v Actual

**St. David's Foundation reserves the right to request ongoing progress and/or budget updates through the project cycle to ensure deliverables are met.*

EXHIBIT C
Special Requirements

Please note there are two conditions to the grant award:

- 1) The City of Bastrop invests dedicated key, FTEs equivalent or more than \$125,000 to the project;
- 2) Bastrop County Cares continues to be involved as:
 - a) an advisor to ensure that the project has authentic community engagement to design the Master Plan;
 - b) selection of consultants and
 - c) project is congruent to other developing local efforts.



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 13C

TITLE:

Consider action to approve Resolution No. R-2022-15 of the City of Bastrop, Texas approving the Bastrop Police Department to apply for a grant from the U.S. Department of Justice's 2022 General Victims Assistance Grant Program for a Victim's Assistance Specialist at a total cost of sixty-two thousand three hundred and seventy-six dollars and eighty-seven cents (\$62,376.87) with no matching funds from the City of Bastrop; authorizing the Chief of Police as a the grantee's authorized official; providing for a severability clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Clint Nagy, Chief of Police

BACKGROUND/HISTORY:

It is the desire of the Bastrop Police Department to create a victim's assistance specialist program. The programs' primary goal is to help victims of crime understand the criminal justice process and address questions and concerns that may arise in the aftermath of a crime. Furthermore, it is the department's firm desire to help victims of crime through the criminal justice process by reducing the trauma, frustration, and the feeling of powerlessness.

The victim's assistance specialist's primary duties will be as follows;

- Provides contact with the victims and their family members to inform them of rights as victims of crime.
- Communicates with victims and their families to follow up on the status of their case and answer questions regarding their case.
- Assists victims and their families through the judicial system by offering information regarding the legal process, providing information pertaining to the case, and offering victims and their families counseling referrals; encourages victims and their families to attend all court settings and keep them apprised of case information.
- Assists the criminal investigations division in preparing the victim to testify by reviewing expectations and questions that might be asked during court proceedings and addressing any concerns
- Processes and forwards a victim's paperwork to appropriate agencies
- Attends meetings with the multidisciplinary teams such as the Children's Advocacy Center and Family Crisis Center.
- Communicates frequently with crime victims, families of crime victims, witnesses, attorneys, local law enforcement agencies, city and county personnel and the public.

FISCAL IMPACT:

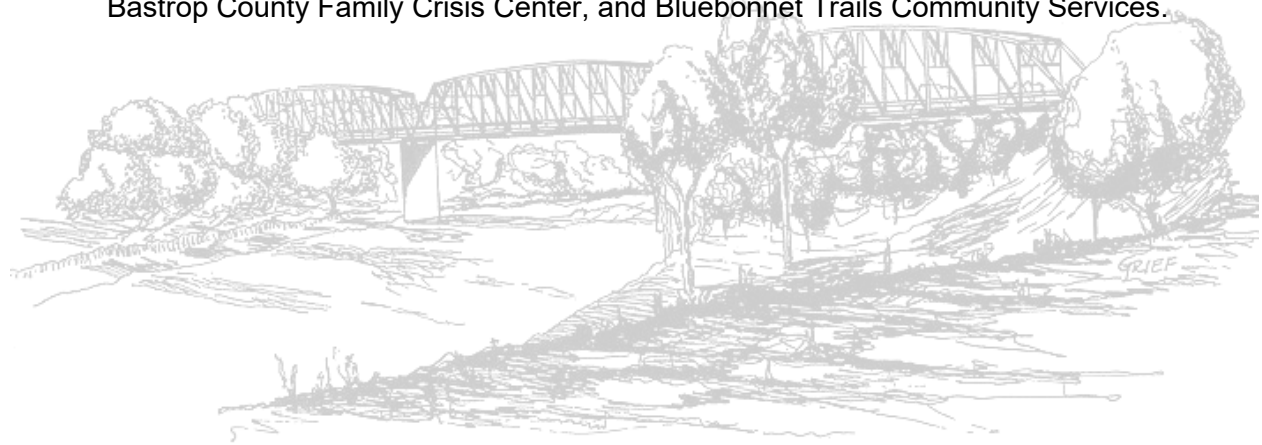
This project is completely grant funded and has no adverse impact to the City's budget. Chief Nagy will ask for full funding of this project, by the city, in the fiscal year following the conclusion of this grant, if awarded.

RECOMMENDATION:

Clint Nagy, Chief of Police, requests approval of Resolution No. R-2022-15 of the City of Bastrop, Texas approving the Bastrop Police Department to apply for a grant from the U.S. Department of Justice's 2022 General Victims Assistance Grant Program for a Victim's Assistance Specialist at a total cost of sixty-two thousand three hundred and seventy-six dollars and eighty-seven cents (\$62,376.87) with no matching funds from the City of Bastrop; authorizing the Chief of Police as a the grantee's authorized official; providing for a severability clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No. 2022-15
- Project Summery
- Letters of support from the Bastrop & Fayette County Children's Advocacy Center, Bastrop County Family Crisis Center, and Bluebonnet Trails Community Services.



RESOLUTION NO. R-2022-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE BASTROP POLICE DEPARTMENT TO APPLY FOR A GRANT FROM THE U.S. DEPARTMENT OF JUSTICE'S 2022 GENERAL VICTIMS ASSISTANCE GRANT PROGRAM FOR A VICTIM'S ASSISTANCE COORDINATOR AT A TOTAL COST OF SIXTY-TWO THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS AND EIGHTY-SEVEN CENTS (\$62,376.87) WITH NO MATCHING FUNDS FROM THE CITY OF BASTROP; AUTHORIZING THE CHIEF OF POLICE AS THE GRANTEE'S AUTHORIZED OFFICIAL; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop finds it in the best interest of the citizens of Bastrop, that the Bastrop Police Department apply for a grant from the 2022 General Victim Assistance Grant, U.S. Department of Justice, Office of Victims Crime; and

WHEREAS, the City of Bastrop agrees that in the event of misuse of the 2022 Victims Assistance Grant, the City of Bastrop City Council assures that the funds will be returned to the U.S. Department of Justice, Office for Victim's Assistance in full; and

WHEREAS, the Police Department does not currently have a victim's assistance unit, which is a significant gap in our operational process, and as a result, the department cannot provide personalized and individual services designed to lessen traumas experienced because of victimization; and

WHEREAS, the City of Bastrop seeks to designate Chief of Police Clint Nagy as the Grantee's authorized official, with the power to apply for, reject, alter, or terminate the grant on behalf of the city as an applicant agency.

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

Section 1. The City Council of the City of Bastrop approves the Bastrop Police Department's application to the 2022 General Victim Assistance Grant, U.S. Department of Justice, Office of Victims Crime for funding for a single, full-time employee to serve as the Police Department's Victims Assistance Coordinator.

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

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

Section 4: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby severable.

Section 5: This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Project Summary

This project will improve the strategic short and long-term viability and day-to-day operations of the City of Bastrop Police Department by establishing a victim's assistant specialist unit in our administration division via a single full-time employee.

Problem Statement

The City of Bastrop Police Department is in a rural area but only twenty minutes from the United States' fastest-growing large metro area in 2020, that being Austin, Texas. The Austin metro, to include the City of Bastrop, is projected to grow by an additional 37.6 percent from 2020 to 2030. As a result, Bastrop County experienced double-digit growth from people looking to live near Austin, but in a more affordable community during the same period.

- 1) The Bastrop Police Department does not have a victim's assistance specialist. This is a significant gap in our operational process. As a result, the department cannot provide personalized and individual services designed to lessen traumas experienced because of victimization.

Existing Capacity Levels

The department does not have any person assigned to victim assistance.

Capability Gaps

This project will assist in adding necessary resources in the area of a victim's assistance specialist to better serve and support the victims of crime through what can be an arduous process. The Criminal Investigations Division (6 detectives) is currently tasked to liaison with victims, suspects, defendants, witnesses, supporting agencies, district attorney, and the patrol division. Unfortunately, this is no longer a sustainable model because of our city's unprecedented upward moving call loads, raising crimes trends, and major crime investigations.

Impact Statement

Funding will enable the Bastrop Police Department to serve all victims of crimes to include previously underserved victim populations, including victims of color, American Indians and Alaska Natives, adults assaulted as children, victims of elder abuse, and LGBTQ+ victims. Furthermore, the department desires to assist other victims of abuses that may go unreported and often not prosecuted—such as hate and bias crimes, bullying, and sex and labor trafficking.

Funding will allow the department to provide personalized and individual services designed to lessen the traumas experienced by victimization by providing support, education, and outreach.

Funding will allow the department to be fully active in numerous multidisciplinary teams such as the Children's Advocacy Center and Family Crisis Center.

Funding will allow the department to meet some or all the requirements of the Texas Constitution regarding crime victims.

Funding will enable and greatly enhance the department's ability to become Texas Police Chief's Association Best Practice certified.

Target Group

The target of this project is the victims of crimes and their families. This project's victim's specialist branch will support agencies such as the Bastrop Independent School District, its police department, the Bastrop County District Attorney, Bastrop Family Crisis Center, the Bastrop & Fayette County Children's Advocacy Center, and Bluebonnet Trails Community Services by having a central resource at the Bastrop Police Department.

Long Term

The Bastrop Police Department will conduct ongoing evaluations to ensure the accomplishment of the intended goals and improve the process with eventual sole funding through the City of Bastrop. The cost of this project is sixty-two thousand three hundred and seventy-six dollars and eighty-seven cents (\$62,376.87).

Evidence-Based Practices

This project will use two evidence-based matrix diagrams to document the different scopes of targets, types of deployment, and proactivity levels.

The department will tabulate types of assistance (criminal investigations division, patrol, or assisting supporting agencies) and will document how effective the work was (effective, non-effective, mixed, or negative).



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

January 4, 2022

Criminal Justice Advisory Committee Member,

I am writing to request consideration be given to the City of Bastrop Police Department's application for the 2022 victim assistance grant via the U.S. Department of Justice, Office for Victims of Crime.

If awarded the grant funds, the City of Bastrop Police Department plans to hire a single full-time employee as victim assistance liaison coordinator and property & evidence manager. While the Bastrop Police Department will employ the coordinator, the department has offered to assist regional support agencies such as the Children's Advocacy Center that serves Bastrop, Lee, and Fayette Counties. The City of Bastrop Police Department is an active part of our Multidisciplinary Team, and a person dedicated to assisting victims of crime, including families and children affected by child abuse, would be a welcome addition.

Upon funding, the Bastrop Police Department will offer direct assistance to crime victims through advocacy, support, education, and outreach. In addition, the liaison will work closely with various social service providers and legal agencies within the Bastrop County area and will be familiar with a wide variety of resources available to victims of crime.

Thank you for considering the 2022 Victim Assistance grant by the Bastrop Police Department. If you need any additional information, please contact me at 512-321-6161 ext. 206 or mary.fox@cacbastrop.org.

Thank you,

Mary Fox
MDT Coordinator



59 Texas Loop 150 West, Bastrop, TX 78602
Phone (512) 321-6161 • Fax (512) 321-6164
www.childrensadvocacycenter.org

A 501(c)(3) Non-Profit Corporation, Federal Tax ID #74-263301



January 7, 2022

BOARD OF TRUSTEES

Bastrop County
Barbara Bogart
Secretary

Burnet County
Judge Roxanne Nelson

Caldwell County
Judge Tom Bonn

Fayette County
Bob Heinrich
Vice Chair

Gonzales County
John Raeke

Guadalupe County
Shirley Hester

Lee County
Mayor Robert Willrich

Williamson County
Hartley Sappington
Chair

Regarding: City of Bastrop Police Department Application
Letter of Support – 2022 Victim Assistance Grant
Department of Justice – Office for Victims of Crimes

Dear Criminal Justice Advisory Committee Members,

I am writing to request favorable consideration of the City of Bastrop Police Department's application for the 2022 victim assistance grant via the U.S. Department of Justice, Office for Victims of Crime. If awarded the grant funds, the leadership team for Bluebonnet Trails Community Services understands the City of Bastrop Police Department will hire a single full-time employee as victim assistance liaison coordinator and property and evidence manager.

While the Bastrop Police Department will employ the coordinator, the Department has offered to assist regional support agencies including Bluebonnet Trails Community Services serving families residing in Bastrop, Lee, and Fayette Counties. As the local mental health authority designated by the Texas Health and Human Services Commission as well as the 24-hour mobile crisis outreach team, Bluebonnet Trails Community Services is proud to support the Bastrop Police Department in their successful deployment of the grant obligations.

We appreciate that if the funding award is granted, the Bastrop Police Department will offer direct assistance to crime victims through advocacy, support, education, and outreach. In addition, the liaison will work closely with various social service providers within Bastrop County. We respect Bastrop Police Department will be familiar with a wide variety of resources available to victims of crime prompting successful achievement of grant goals.

Thank you for considering the 2022 Victim Assistance grant by the Bastrop Police Department. Please do not hesitate to reach me at andrea.richardson@bbtrails.org or 512-244-8305 should you have any questions or need additional information.

Very truly yours,



Andrea Richardson
Executive Director



PO Box 736/431 Old Austin Highway
Bastrop, TX 78602
512-321-7760 | 888-311-7755 (toll free)
www.family-crisis-center.org

January 4, 2022

RE: U.S. Department of Justice, Office of Victims Assistance Grant

To Whom It May Concern:

Please accept this letter of support for the above referenced application submitted by City of Bastrop Police Department

Family Crisis Center is a Central Texas nonprofit established in 1983 to provide support for victims of domestic and sexual violence. Since becoming incorporated, the Center has evolved as a social service leader in addressing and preventing domestic and sexual violence in Bastrop, Colorado, Fayette and Lee Counties. The Center strives to provide quality, comprehensive programs to assure victim safety and offender accountability with the ultimate goal of helping families create and maintain violence-free lives.

The Family Crisis Center and Bastrop Police Department have a longstanding partnership. The Center supports Bastrop Police Department's application for funding, which will support the salary and benefits for a Victim's Liaison and Assistance Coordinator. The Center recognizes that this position will provide:

- Criminal justice support and system information,
- Referral to assigned detectives,
- Information and referral to local social service providers
- Notification and assistance with filing for Crime Victims' Compensation
- Assistance with evidence return, and
- Training to law enforcement, community groups and other agencies

The Center's collaboration with Bastrop Police Department ensures that survivors of violence are not further traumatized in the criminal justice process and that the department is effective and efficient its partnerships with social service providers, like Family Crisis Center, in serving victims of crime.

Sincerely,

Sherry Murphy
Executive Director
Family Crisis Center
512-321-7760
sherrym@familycrisiscenter.us



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 13D

TITLE:

Consider action to approve Resolution No. R-2022-09 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 7, 2022, General Election for Bastrop, Texas; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Texas Election Code

Chapter 3. Ordering Election

Sec. 3.001. Order Required

Each general and special election shall be ordered as provided by this chapter.

Sec. 3.004. Election of Political Subdivision.

(a) The following authority shall order an election:

- (1) the county judge, for the general election for officers of the county government;
- (2) the mayor, for the general election for city officers in a city with a population of 1.9 million or more; and
- (3) the governing body of a political subdivision, other than a county or a city described by Subdivision (2), that has elective offices, for the general election for those officers.

FISCAL IMPACT:

Estimated Amount:

- Joint Election with Bastrop County, Bisd, Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, Eisd, Bastrop County Emergency Services District No. 2, Sisd, and Bastrop County Water Control and Improvement District #2 – \$10,168.25

This cost was approved in the 2021-2022 FY budget in account 101 04-00-5681.

RECOMMENDATION:

Ann Franklin recommends approval of Resolution No. R-2022-09 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 7, 2022, General Election for Bastrop, Texas; and providing an effective date.

ATTACHMENTS:

- Resolution – English
- Resolution – Spanish

RESOLUTION NO. R-2022-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CALLING FOR AND ESTABLISHING THE PROCEDURES FOR A MAY 7, 2022, GENERAL ELECTION FOR BASTROP TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the laws of the State of Texas and the City of Bastrop provide that on **May 7, 2022**, there shall be elected the following officials for the City at a general election:

Place 1 – Council Member at Large, for a term of 3 years;
Place 5 – Council Member at Large, for a term of 3 years; and

WHEREAS, the laws of the State of Texas further provide that the Election Code of the State of Texas is applicable to the elections, and in order to comply with said Code, a resolution shall be passed establishing the procedures to be followed in the election and designating the voting places for the election.

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

Section 1. That all candidates, for the general election to be held on the first (1st) Saturday in **May 2022**, for the above mentioned City offices, shall file their application to become a candidate with the City Secretary of the City of Bastrop, at City Hall, 1311 Chestnut Street, Bastrop, Texas 78602, or by email at afranklin@cityofbastrop.org on or before **5:00 p.m. on February 18, 2022**, the seventy-eighth (78th) day before the election, and that all of the applications shall be on a form as prescribed by Section 141.031 of the Election Code of the State of Texas.

Section 2. The order in which the names of the candidates are to be printed on the ballot for the general election shall be determined by a drawing by the Bastrop City Secretary as provided by Section 52.094 of the Election Code.

Section 3. This City has eight (8) election precincts and voters are allowed to vote at any of the locations. The election shall be held at the following locations:

For Election Precincts 1001, 1003, 1004, 1005, 1007, 2010, 2011, and 3017 (including all of the area within the boundaries of the Bastrop City limits) the election polling places shall be as follows:

Wyldwood Baptist Church	398 Union Chapel Road	Cedar Creek
River Valley Christian Fellowship	1224 W. State Highway 71	Bastrop
Ascension Catholic Church	804 Pine Street	Bastrop
Paige Community Center	107 S. Main Street	Paige
Bastrop Co. ESD No. 2 Fire Station 3	926 FM 1441	Bastrop
Calvary Baptist Church	3001 Loop 150 East	Bastrop
Smithville Recreation Center	106 Royston Street	Smithville
Rosanky Community Center	135 Main Street	Rosanky
Bastrop County Substation	5785 FM 535	Cedar Creek
Bastrop Church of Christ	287 FM 20	Bastrop
Hills Prairie Baptist Church	1338 State Highway 304	Bastrop
Red Rock Community Center	114 Red Rock Road	Red Rock
Elgin Recreation Center	361 N. Highway 95	Elgin
New Life Baptist Fellowship	175 S. State Highway 95	Elgin
Faith Lutheran Church	230 Waco Street	McDade
Family Worship Center	2425 FM 1704	Elgin
Bastrop Co. ESD No. 2 Fire Station 4	1432 N. State Highway 95	Bastrop

Section 4. The County Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the elections. Voting at such elections shall be prepared in conformity to the Texas Election Code.

Section 5. Section 61.012 of the Texas Election Code requires that the Bastrop City Council must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Section 6. The Office of the Texas Secretary of State has certified that the Election Systems & Software's (ES&S) EVS 6110, which includes the Express Vote ballot marking device, the DS850 central scanner, and the DS200 precinct scanner, is an accessible voting system that may legally be used in Texas elections.

Section 7. Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of such voting systems.

Section 8. As Chief Elections Officer, as appointed by the Bastrop City Council, **the Elections Administrator** must, according to Section 61.012 of the Texas Election Code, provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state

and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Section 9. For election precincts 1001, 1003, 1004, 1005, 1007, 2010, 2011, and 3017, the Presiding Officer will be determined at a later date by the Bastrop County Elections Administrator. The Presiding Judge at such election shall appoint no less than two (2) but no more than five (5) clerks on election day.

Section 10. The polls at the above designated polling place shall be open on the Election Day from 7:00 a.m. to 7:00 p.m.

Section 11. The City will use its official website to post those notices required by law and any election information it deems necessary during the conduct of this election. The City's website is <https://www.cityofbastrop.org/>.

Section 12. Kristin Miles is hereby appointed Clerk for Early Voting. Early voting begins on April 25, 2022, the twelfth (12th) day before the election and ends on May 3, 2022, the fourth (4th) day preceding the date of the election.

EARLY VOTING DATES, TIMES, AND LOCATIONS
(voters are allowed to vote at any of the locations)

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
Elgin Rec Center, 361 N. Hwy 95, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Section 13. Ballot applications and ballots voted by mail should be addressed to the Early Voting Clerk, Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballots by mail must be received no later than the close of business on April 26, 2022, the eleventh (11th) day before the election.

Section 14. For election precincts 1001, 1003, 1004, 1005, 1007, 2010, 2011, and 3017, Staci Calvert is hereby appointed as Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.002 et seq. of the Texas Election Code, the Presiding Judge shall appoint at least two (2) other members to the Early Voting Ballot Board and shall process early voting results in accordance with the Texas Election Code.

Section 15. The Presiding Judge and Alternate Presiding Judge will receive compensation at the rate of \$12.00 per hour. The Clerks will receive compensation at the rate of \$10.00 per hour. The Presiding Judge or his/her designee will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies after the polls close.

Section 16. The general election shall be held in accordance with the Election Code of this State and only resident qualified voters of the City shall be eligible to vote at the election.

Section 17. The Mayor shall give notice of this election in accordance with the terms and provisions of Sections 4.004, 83.010, 85.004 and 85.007 of the Election Code, and all necessary orders and writs for the election shall be issued by the proper authority. Returns of the election shall be made to the City Council immediately after the closing of the polls.

Section 18. It is further found and determined that, in accordance with the order of this governing body, the City Secretary will post notice of the date to hold the drawing for a place on the ballot on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and the notice will be posted and remain posted continuously for at least seventy-two (72) hours preceding the scheduled time of the meeting. A copy of the return of the posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

Section 19. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby adopted and made a part of this resolution for all purposes.

Section 20. If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this resolution.

Section 21. This resolution shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this resolution conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control, and the Election Officer shall comply with the Texas Election Code.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop, on this, the 25th day of January, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUCIÓN NÚM. R-2022-09

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS PARA CONVOCAR E INSTITUIR PROCEDIMIENTOS DE LA ELECCIÓN GENERAL DEL 7 DE MAYO, 2022 DE BASTROP, TEXAS; Y PARA PROVEER LA FECHA DE VIGOR.

POR CUANTO, Las leyes del Estado de Texas y de la Ciudad de Bastrop, disponen que el 7 de mayo, 2022 serán electos los siguientes oficiales de la Ciudad en una elección general:

**Puesto 1 – Miembro del Consejo de la Ciudad entera, para plazo de 3 años y,
Puesto 5 – Miembro del Consejo de la Ciudad entera, para plazo de 3 años y,**

POR CUANTO, Las leyes del Estado de Texas además disponen que el Código Electoral del Estado de Texas aplica a las elecciones, y que, para cumplir con dicho Código, una resolución deberá aprobarse instituyendo procedimientos para llevar a cabo las elecciones y para designar los sitios de votación de las elecciones.

AHORA, POR LO TANTO, ORDÉNESE POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE BASTROP, TEXAS:

Sección 1. Que todos los candidatos, en la elección general que se efectuará el primer sábado de mayo del 2022 para los antedichos puestos de la Ciudad, archivarán sus solicitudes para ser candidatos con la Secretaria de la Ciudad de la Ciudad de Bastrop, en el Edificio Municipal (City Hall), 1311 Chestnut Street, Bastrop, Texas 78602 o por correo electrónico/email enviado a afranklin@cityofbastrop.org en o antes de las 5:00 P.M. el 18 de febrero, 2022, que es en setenta y ocho (78) días anteriores a las elecciones, y que todas las solicitudes serán en un formulario prescrito por la Sección 141.031 del Código Electoral del Estado de Texas.

Sección 2. El orden en cual los nombres de los candidatos serán impresos en la boleta de la elección general se determinará por un sorteo efectuado por la Secretaria de la Ciudad de Bastrop de acuerdo con las provisiones de la Sección 52.094 del Código Electoral del Estado de Texas.

Sección 3. La Ciudad cuenta con ocho (8) precintos electorales y se permite que los votantes voten en cualquiera de los sitios de votación. La elección será llevada a cabo en los siguientes sitios:

Para los precintos electorales 1001, 1003, 1004, 1005, 1007, 2010, 2011, y 3017 (incluyendo todo el área dentro de los límites de la Ciudad de Bastrop) los sitios de votación serán los siguientes:

Wyldwood Baptist Church	398 Union Chapel Road	Cedar Creek
River Valley Christian Fellowship	1224 W. State Highway 71	Bastrop
Ascension Catholic Church	804 Pine Street	Bastrop
Paige Community Center	107 S. Main Street	Paige
Bastrop Co. ESD No. 2 Fire Station 3	926 FM 1441	Bastrop
Calvary Baptist Church	3001 Loop 150 East	Bastrop
Smithville Recreation Center	106 Royston Street	Smithville
Rosanky Community Center	135 Main Street	Rosanky
Bastrop County Substation	5785 FM 535	Cedar Creek

Bastrop Church of Christ	287 FM 20	Bastrop
Hills Prairie Baptist Church	1338 State Highway 304	Bastrop
Red Rock Community Center	114 Red Rock Road	Red Rock
Elgin Recreation Center	361 N. Highway 95	Elgin
New Life Baptist Fellowship	175 S. State Highway 95	Elgin
Faith Lutheran Church	230 Waco Street	McDade
Family Worship Center	2425 FM 1704	Elgin
Bastrop Co. ESD No. 2 Fire Station 4	1432 N. State Highway 95	Bastrop

Sección 4. El/la Administrador/a de Elecciones del Condado por lo presente queda autorizado/a y se le instruye que proporcione y entregue todos los suministros electorales necesarios para llevar a cabo las elecciones. La votación en dicha elección será preparada en conformidad con el Código Electoral de Texas.

Sección 5. La Sección 61.012 del Código Electoral de Texas requiere que El Consejo Municipal de la Ciudad de Bastrop proporcione al menos un sistema de votar accesible en cada sitio de votación del tipo que desde la fecha del 1 de enero, 2006 se ha utilizado en toda elección efectuada en Texas. Dicho sistema deberá cumplir con las leyes estatales y federales que decretan los requisitos para sistemas de votar que permiten a votantes con discapacidades físicas emitir/votar su boleta en secreto.

Sección 6. La Oficina del Secretario de Estado de Texas ha certificado que el equipo electoral llamado Election Systems & Software (ES&S) EVS 6110 que incluye el equipo de votación exprés para marcar boletas sea usado junto con el equipo DS850 escaneador central, y el DS200 escaneador de precinto, es sistema de votar accesible que se puede usar legalmente en las elecciones de Texas.

Sección 7. Las Secciones 123.032 y 123.035 del Código Electoral de Texas autorizan adquisición de sistemas de votación por subdivisiones locales políticas y además ordenan cumplimiento con ciertos requisitos mínimos para contratos relacionados con la adquisición de dichos sistemas de votación.

Sección 8. En su puesto de oficial electoral principal nombrado por el Consejo de la Ciudad de Bastrop, el/la Administrador/a Electoral deberá proporcionar de acuerdo con la Sección 61.012 del Código Electoral de Texas al menos un sistema de votación accesible en cada sitio de votación utilizado en cualquier elección de Texas que sea llevada a cabo en o después del 1 de enero, 2006. Dicho sistema deberá cumplir con las leyes estatales y federales que establecen los requisitos para sistemas de votación que permiten a votantes discapacitados emitir sus boletas en secreto.

Sección 9. Para los precintos electorales 1001, 1003, 1004, 1005, 1007, 2010, 2011, y 3017, el/la oficial presidente será determinado en una futura fecha por el/la Administrador/a Electoral del Condado de Bastrop. El/la Juez Presidente de dicha elección nombrará a no menos de dos (2) pero a no más de cinco (5) secretarios para el día de elecciones.

Sección 10. Las casillas electorales en los sitios de votación indicados arriba estarán abiertas el Día de Elecciones de las 7:00 a.m. a las 7:00 p.m.

Sección 11. La Ciudad usará su sitio web oficial para anunciar los avisos requeridos por ley y cualquier información electoral que sea necesaria durante el periodo que se lleve a cabo esta elección. El sitio web de la Ciudad es <https://www.cityofbastrop.org/>.

Sección 12. Kristen Miles por lo presente es nombrada Secretaria de la Votación Adelantada. La votación adelantada se inicia el 25 de abril, 2022, el doceavo (12vo) día antes de la elección y se concluye el 3 de mayo, 2022, el cuarto (4to) día antes de la fecha de la elección.

FECHAS DE LA VOTACIÓN ADELANTADA, HORAS, Y UBICACIONES
(se permite que votantes voten en cualquier ubicación)

Sitio Principal:

Anexo de la Corte Del Condado Bastrop, Salón de Conferencias en el Nivel Bajo (*County Courthouse Annex, Lower Level Conference Room*), 804 Pecan St., Bastrop, Texas 78602.

LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Sitios Sucursales de Votación:

Smithville Rec Center, 106 Royston St., Smithville
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
Elgin Rec Center, 361 N. Hwy 95, Elgin

LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Sección 13. Las solicitudes de boletas y las boletas que serán votadas por correo deberán enviarse al/la Secretario/a de la Votación Adelantada, Kristen Miles, Administradora de Elecciones del Condado de Bastrop (Bastrop County Elections Administrator), 804 Pecan Street, Bastrop, Texas 78602. Solicitudes de boletas por correo deberán recibirse a no más tardar del final del día hábil el 26 de abril, 2022, que es el 11vo día antes de las elecciones.

Sección 14. Para los precintos electorales 1001, 1003, 1004, 1005, 1007, 2010, 2011, y 3017, Staci Calvert por la presente es nombrado/a Juez Presidente de la Junta de Boletas de la Votación Adelantada. De acuerdo con la Sección 87.002 et seq. del Código Electoral de Texas dicho juez presidente nombrará al menos dos (2) miembros adicionales a la Junta de Boletas de la Votación Adelantada y procesará los resultados de la votación adelantada de acuerdo con el Código Electoral de Texas.

Sección 15. El/la Juez Presidente y el/la Juez Presidente Alterno recibirán compensación de \$12.00 por hora. Los secretarios recibirán compensación de \$10.00 por hora. El/la Juez Presidente o su designado recibirán \$25.00 adicional por recoger los suministros de la elección antes de llevarse a cabo la elección el Día de la Elección, y por devolver los suministros después de cerrarse los sitios de votación.

Sección 16. La Elección General se llevará a cabo de acuerdo con el Código Electoral de este Estado y solo votantes residentes calificados de dicha Ciudad serán elegibles para votar en la elección.

Sección 17. El Alcalde dará aviso de esta elección de acuerdo con los términos y provisiones de las secciones 4.004, 83.010, 85.004, y 85.007 del Código Electoral, y todas las órdenes y decretos pertinentes a las elecciones serán emitidos por la autoridad apropiada. Los resultados de las elecciones se reportarán al Consejo Municipal inmediatamente después de cerrarse los sitios de votación.

Sección 18. Además se afirma y determina que de acuerdo con la orden de este cuerpo gubernamental, la Secretaria de la Ciudad anunciará el aviso de la fecha para llevar a cabo el sorteo para ser apuntado en la boleta y dicho aviso será fijado en el tablón de anuncios ubicado en el Edificio Municipal (City Hall), lugar conveniente y muy accesible al público en general, y que dicho aviso será fijado y permanecerá fijado continuamente al menos por setenta y dos (72) horas antes de la hora indicada de la reunión. Una copia del recibo indicando que se ha fijado el aviso será adjuntada a los minutos de esta reunión y será considerada ser parte de lo mismo para todo propósito.

Sección 19. Los considerandos que figuran en el preámbulo se determinan ser ciertos, y dichos considerandos se adoptan y forman parte de la presente resolución a todos los efectos.

Sección 20. Si cualquier sección, subsección, oración, cláusula o frase de esta resolución se considera por cualquier razón inconstitucional, dicha determinación no afectará la validez de las partes restantes de esta resolución.

Sección 21. La presente resolución estará en pleno vigor y efecto a partir de su aprobación en la fecha que se indica a continuación; siempre que si algún término o disposición de esta resolución entra en conflicto con, o es inconsistente con, el Código Electoral de Texas, el Código Electoral de Texas predominará y controlará, y el Oficial Electoral cumplirá con el Código Electoral de Texas.

SE HA DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo Municipal de la Ciudad de Bastrop, este día, 25 de enero, 2022.

APROBADO:

Connie B. Schroeder, Alcalde

CERTIFICADO:

Ann Franklin, Secretaria de la Ciudad

APROBADO EN SU REDACCIÓN:

Alan Bojorquez, Fiscal de la Ciudad



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 13E

TITLE:

Consider action to approve Ordinance No. 2022-03 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 7, 2022, Special Election for the purpose of amending the Home Rule Charter; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Texas Election Code

Chapter 3. Ordering Election

Sec. 3.001. Order Required

Each general and special election shall be ordered as provided by this chapter.

Sec. 3.004. Election of Political Subdivision.

(a) The following authority shall order an election:

- (1) the county judge, for the general election for officers of the county government;
- (2) the mayor, for the general election for city officers in a city with a population of 1.9 million or more; and
- (3) the governing body of a political subdivision, other than a county or a city described by Subdivision (2), that has elective offices, for the general election for those officers.

FISCAL IMPACT:

Estimated Amount:

- Joint Election with Bastrop County, BISD, Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, EISD, Bastrop County Emergency Services District No. 2, SISD, and Bastrop County Water Control and Improvement District #2 – \$10,168.25

This cost was approved in the 2021-2022 FY budget in account 101 04-00-5681.

RECOMMENDATION:

Ann Franklin recommends approval of Ordinance No. 2022-03 of the City Council of the City of Bastrop, Texas, calling for and establishing the procedures for a May 7, 2022, Special Election for the purpose of amending the Home Rule Charter; and providing an effective date.

ATTACHMENTS:

- Resolution – English
- Resolution – Spanish

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, CALLING FOR AND ESTABLISHING THE PROCEDURES FOR A MAY 7, 2022, SPECIAL ELECTION FOR THE PURPOSE OF AMENDING THE HOME RULE CHARTER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop, Texas, seeks to call a special election to be held on **May 7, 2022**, for the purpose of amending the Home Rule Charter as hereinafter set out; and

WHEREAS, the City of Bastrop's Home-Rule Charter is a foundational governmental document. Much like a municipality's constitution, the Charter is both the legal source of authority and a limit on the City's authority. Along with state law, it establishes the essential framework for the local government; and

WHEREAS, the proposed Charter amendments will be adopted if approved by a majority of the qualified voters at an election held for that purpose in accordance with the Charter, Article 11, Section 5 of the Texas Constitution, Chapter 52 of the Texas Election Code, and Section 9.005 of the Texas Local Government Code; and

WHEREAS, the laws of the State of Texas further provide that the Election Code of the State of Texas is applicable to the elections, and an ordinance must be passed establishing the procedures to be followed in the election and designating the voting places for the election.

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

SECTION 1. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 2. It is hereby ordered that a special election be held in the City of Bastrop on May 7, 2022, in conformance with all applicable laws and as provided in this Ordinance, for the purpose of submitting to the voters certain proposed amendments to the Charter of the City of Bastrop.

SECTION 3. All qualified voters of the City shall be entitled to cast a vote in the special election of the City.

SECTION 4. At the special election for consideration of proposed Charter amendments, the voters of the City of Bastrop may vote FOR or AGAINST each of the following amendments to the City Charter of the City of Bastrop, Texas:

PROPOSITION A

Shall Section 2.03 of the Charter be amended to conform with state law by removing reference to the City's power to annex territory without consent of the inhabitants?

_____FOR

_____AGAINST

PROPOSITION B

Shall Section 3.06(6) of the Charter be amended to conform with state law creating a vacancy on the city council when a council member announces their candidacy for certain elected offices and the unexpired term of the council member exceeds one year and thirty days?

_____FOR

_____AGAINST

PROPOSITION C

Shall Section 3.15(b) of the Charter be amended to authorize the city council to waive by an affirmative vote of four (4) or more Council Members the requirement that an ordinance be read in two separate meetings?

_____FOR

_____AGAINST

PROPOSITION D

Shall Section 3.16 of the Charter be amended to reflect the fact that codes of technical regulations are available to the public digitally and free of charge?

_____FOR

_____AGAINST

PROPOSITION E

Shall Section 3.17(b) of the Charter be amended to reflect the fact that ordinances are available to the public digitally and free of charge?

_____FOR

_____AGAINST

PROPOSITION F

Shall Section 5.02 of the Charter be amended to conform with state law by stating that the term of office of municipal court judges shall be provided for by ordinance?

_____FOR

_____AGAINST

PROPOSITION G

Shall Section 10.04 of the Charter be amended to conform with state law by requiring petitions calling for initiative or referendum elections to comply with the Texas Election Code?

_____FOR

_____AGAINST

PROPOSITION H

Shall Section 10.08 of the Charter be amended to conform with state law by requiring petitions calling for recall elections to comply with the Texas Election Code?

_____FOR

_____AGAINST

PROPOSITION I

Shall Section 12.01 of the Charter be amended to establish 7 as the minimum number of Planning and Zoning commissioners?

_____FOR

_____AGAINST

PROPOSITION J

Shall Sections 14.03 and 14.04 of the Charter be repealed in their entirety as outdated, transitional provisions that are now irrelevant?

_____FOR

_____AGAINST

PROPOSITION K

Shall the Charter be amended throughout to replace gender -specific language with gender-neutral terminology?

_____FOR

_____AGAINST

Section 5. This City has eight (8) election precincts and voters are allowed to vote at any of the locations. The election shall be held at the following locations:

For Election Precincts 1001, 1003, 1004, 1005, 1007, 2010, 2011, and 3017 (including all of the area within the boundaries of the Bastrop City limits) the election polling places shall be as follows:

Wyldwood Baptist Church	398 Union Chapel Road	Cedar Creek
River Valley Christian Fellowship	1224 W. State Highway 71	Bastrop
Ascension Catholic Church	804 Pine Street	Bastrop
Paige Community Center	107 S. Main Street	Paige
Bastrop Co. ESD No. 2 Fire Station 3	926 FM 1441	Bastrop
Calvary Baptist Church	3001 Loop 150 East	Bastrop
Smithville Recreation Center	106 Royston Street	Smithville
Rosanky Community Center	135 Main Street	Rosanky
Bastrop County Substation	5785 FM 535	Cedar Creek
Bastrop Church of Christ	287 FM 20	Bastrop
Hills Prairie Baptist Church	1338 State Highway 304	Bastrop
Red Rock Community Center	114 Red Rock Road	Red Rock
Elgin Recreation Center	361 N. Highway 95	Elgin
New Life Baptist Fellowship	175 S. State Highway 95	Elgin
Faith Lutheran Church	230 Waco Street	McDade
Family Worship Center	2425 FM 1704	Elgin
Bastrop Co. ESD No. 2 Fire Station 4	1432 N. State Highway 95	Bastrop

Section 6. The County Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the elections. Voting at such elections shall be prepared in conformity to the Texas Election Code.

Section 7. Section 61.012 of the Texas Election Code requires that the Bastrop City Council must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Section 8. The Office of the Texas Secretary of State has certified that the Election Systems & Software's (ES&S) EVS 6110 which includes the Express Vote ballot marking device, the DS850 central scanner, and the DS200 precinct scanner is an accessible voting system that may legally be used in Texas elections.

Section 9. Sections 123.032 and 123.035 of the Texas Election Code authorize the acquisition of voting systems by local political subdivisions and further mandate certain minimum requirements for contracts relating to the acquisition of voting of such voting systems.

Section 10. As chief elections officer as appointed by the Bastrop City Council, **the Elections Administrator** must, according to Section 61.012 of the Texas Election Code provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. This system must comply with state and federal laws setting the requirements for voting systems that permit voters with physical disabilities to cast a secret ballot.

Section 11. For Election precincts 1001, 1003, 1004, 1005, 1007, 2010, 2011, and 3017 the presiding officer will be determined at a later date by Bastrop County Elections Administrator. The Presiding Judge at such election shall appoint no less than two (2), no more than five (5) clerks on election day.

Section 12. The polls at the above designated polling place shall be open on the Election Day from 7:00 a.m. to 7:00 p.m.

Section 13. The City will use its official website to post those notices required by law and any election information it deems necessary during the conduct of this election. The City's website is <https://www.cityofbastrop.org/>.

Section 14. Kristin Miles is hereby appointed Clerk for Early Voting. Early voting begins on April 25, 2022, the twelfth (12th) day before the election and ends on May 3, 2022, the fourth (4th) day preceding the date of the election.

EARLY VOTING DATES, TIMES, AND LOCATIONS

(voters are allowed to vote at any of the locations)

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
Elgin Rec Center, 361 N. Hwy 95, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Section 15. Ballot applications and ballots voted by mail should be addressed to the Early Voting Clerk, Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, Texas 78602. Applications for ballots by mail must be received no later than the close of business on April 26, 2022, the eleventh (11th) day before the election.

Section 16. For Election Precincts 1001, 1003, 1004, 1005, 1007, 2010, 2011, and 3017, Staci Calvert is hereby appointed as Presiding Judge of the Early Voting Ballot Board. In accordance with Section 87.002 et seq. of the Texas Election Code the presiding judge shall appoint at least two (2) other members to the Early Voting Ballot Board and shall process early voting results in accordance with the Texas Election Code.

Section 17. The Presiding Judge and Alternate Presiding Judge will receive compensation at the rate of \$12.00 per hour. The Clerks will receive compensation at the rate of \$10.00 per hour. The Presiding Judge or his/her designee will receive an additional \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies after the polls close.

Section 18. The special election shall be held in accordance with the Election Code and Local Government Code of this State and only resident qualified voters of the City shall be eligible to vote at the election.

Section 19. The Mayor shall give notice of this election in accordance with the terms and provisions of Sections 4.004, 83.010, 85.004 and 85.007 of the Election Code, Section 9.004 of the Local Government Code, and all necessary orders and writs for the election shall be issued by the proper authority. Returns of the election shall be made to the City Council immediately after the closing of the polls.

Section 20. It is further found and determined that in accordance with the order of this governing body, the City Secretary will post notice of the date to hold the drawing for a place on the ballot on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public, and the notice will be posted and remain posted continuously for at least seventy-two (72) hours preceding the scheduled time of the meeting. A copy of the return of the posting shall be attached to the minutes of this meeting and shall be made a part thereof for all intents and purposes.

Section 21. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby adopted and made a part of this ordinance for all purposes.

Section 22. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

Section 23. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this resolution conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Election Officer shall comply with the Texas Election Code.

READ and APPROVED on First Reading on the 25th day of January, 2022.

READ and APPROVED on Second Reading on the 8th day of February, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ORDENANZA NUM. 2022-03

ORDENANZA DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS, PARA CONVOCAR E INSTITUIR LOS PROCEDIMIENTOS DE LA ELECCIÓN ESPECIAL DEL 7 DE MAYO, 2022 CON EL PROPÓSITO DE ENMENDAR LA CARTA DE AUTONOMÍA; Y PROPORCIONAR LA FECHA DE VIGOR.

POR CUANTO, el Consejo de la Ciudad de Bastrop, Texas, desea convocar una elección especial que se lleve a cabo el **7 de mayo, 2022**, con el proposito de enmendar la Carta de Autonia en conformidad con lo que se detalla en la presente; y

POR CUANTO, la Carta de Autonomía de la Ciudad de Bastrop es un documento gubernamental fundacional. Al igual que la constitución de un municipio, la Carta es ambos, fuente legal de autoridad y también puede limitar la autoridad de la Ciudad. Junto con la ley estatal, establece el marco esencial para el gobierno local; y

POR CUANTO, las enmiendas propuestas a la Carta se adoptarán si son aprobadas por la mayoría de los votantes calificados en la elección que se lleve a cabo para ese propósito de acuerdo con la Carta, con el Artículo 11, Sección 5 de la Constitución de Texas, con el Capítulo 52 del Código Electoral de Texas y la Sección 9.005 del Código de Gobierno Local de Texas; y

POR CUANTO, las leyes del Estado de Texas establecen además que el Código Electoral del Estado de Texas es aplicable a las elecciones, y que se debe aprobar una ordenanza que instituya los procedimientos a seguir en la elección y que designe los sitios de votación para la elección.

AHORA, POR LO TANTO, ORDÉNESE POR EL CONSEJO MUNICIPAL DE LA CIUDAD DE BASTROP, TEXAS QUE:

SECCIÓN 1. Los considerandos que figuran en el preámbulo por la presente se determinan ser ciertos, y dichos considerandos se adoptan y forman parte de la presente Ordenanza a todos los efectos, y se adoptan como parte del juicio y las determinaciones del Consejo de la Ciudad.

SECCIÓN 2. Por la presente se ordena que se lleve a cabo una elección especial en la Ciudad de Bastrop el 7 de mayo de 2022, de conformidad con todas las leyes aplicables y según lo dispuesto en esta Ordenanza, con el propósito de presentar a los votantes ciertas enmiendas propuestas a la Carta de la Ciudad de Bastrop.

SECCIÓN 3. Todos los votantes calificados de la Ciudad tendrán derecho a emitir su voto en la elección especial de la Ciudad.

SECCIÓN 4. En la elección especial para la consideración de las enmiendas propuestas a la Carta, los votantes de la Ciudad de Bastrop podrán votar A FAVOR o EN CONTRA de cada una de las siguientes enmiendas a la Carta de la Ciudad de Bastrop, Texas:

PROPOSICIÓN A

¿Será enmendada la Sección 2.03 de la Carta para que sea en conformidad con la ley estatal eliminando la referencia al poder de la Ciudad para anexar territorio sin el consentimiento de los habitantes?

_____A FAVOR

_____EN CONTRA

PROPOSICIÓN B

¿Será enmendada la Sección 3.06 (6) de la Carta para que sea en conformidad con la ley estatal que crea una vacante en el consejo municipal cuando un miembro del consejo anuncia su candidatura para ciertos cargos electos y si el plazo aun no vencido del miembro del consejo excede un año y treinta días?

_____A FAVOR

_____CONTRA

PROPOSICIÓN C

¿Será enmendada la Sección 3.15 (b) de la Carta para autorizar al concejo municipal para que con el voto afirmativo de cuatro (4) o más miembros del Concejo pueda suspender el requisito de que una ordenanza deberá ser leída en dos reuniones separadas?

_____A FAVOR

_____CONTRA

PROPOSICIÓN D

¿Será enmendada la Sección 3.16 de la Carta para que indique que los códigos de reglamentos técnicos están a disposición del público en formato digital y gratis?

_____A FAVOR

_____CONTRA

PROPOSICIÓN E

¿Será enmendada la Sección 3.17 (b) de la Carta para que indique que las ordenanzas están disponibles para el público en formato digital y gratis?

_____ A FAVOR

_____ EN CONTRA

PROPOSICIÓN F

¿Será enmendada la Sección 5.02 de la Carta para que sea en conformidad con la legislación estatal instituyendo que el plazo de los puestos de jueces municipales se establecerá por ordenanza?

_____ A FAVOR

_____ EN CONTRA

PROPOSICIÓN G

¿Será enmendada la Sección 10.04 de la Carta para cumplir con la ley estatal al requerir que las peticiones para llevar a cabo elecciones de iniciativa o referéndum cumplan con el Código Electoral de Texas?

_____ A FAVOR

_____ EN CONTRA

PROPOSICIÓN H

¿Será enmendada la Sección 10.08 de la Carta para cumplir con la ley estatal al requerir que las peticiones para llevar a cabo elecciones revocatorias cumplan con el Código Electoral de Texas?

_____ A FAVOR

_____ EN CONTRA

PROPOSICIÓN I

¿Será enmendada la Sección 12.01 de la Carta para establecer que al minimo deberían haber 7 comisionados de Planificación y Zonificación?

_____ A FAVOR

_____ EN CONTRA

PROPOSICIÓN J

¿Serán eliminadas totalmente las Secciones 14.03 y 14.04 de la Carta por que son disposiciones transitorias obsoletas que ahora son irrelevantes?

_____A FAVOR

_____EN CONTRA

PROPOSICIÓN K

¿Será enmendada la Carta entera para sustituir el lenguaje de género en particular y reemplazarlo con terminología neutral en cuanto al género?

_____A FAVOR

_____EN CONTRA

SECCIÓN 5. La Ciudad cuenta con ocho (8) precintos electorales y se permite que los votantes voten en cualquiera de los sitios de votación. La elección será llevada a cabo en los siguientes sitios:

Para los precintos electorales 1001, 1003, 1004, 1005, 1007, 2010, 2011, y 3017 (incluyendo todo el área dentro de los límites de la Ciudad de Bastrop) los sitios de votación serán:

Wyldwood Baptist Church	398 Union Chapel Road	Cedar Creek
River Valley Christian Fellowship	1224 W. State Highway 71	Bastrop
Ascension Catholic Church	804 Pine Street	Bastrop
Paige Community Center	107 S. Main Street	Paige
Bastrop Co. ESD No. 2 Fire Station 3	926 FM 1441	Bastrop
Calvary Baptist Church	3001 Loop 150 East	Bastrop
Smithville Recreation Center	106 Royston Street	Smithville
Rosanky Community Center	135 Main Street	Rosanky
Bastrop County Substation	5785 FM 535	Cedar Creek
Bastrop Church of Christ	287 FM 20	Bastrop
Hills Prairie Baptist Church	1338 State Highway 304	Bastrop
Red Rock Community Center	114 Red Rock Road	Red Rock
Elgin Recreation Center	361 N. Highway 95	Elgin
New Life Baptist Fellowship	175 S. State Highway 95	Elgin
Faith Lutheran Church	230 Waco Street	McDade
Family Worship Center	2425 FM 1704	Elgin
Bastrop Co. ESD No. 2 Fire Station 4	1432 N. State Highway 95	Bastrop

Sección 6. El/la Administrador/a de Elecciones del Condado por la presente queda autorizado/a y se le instruye que proporcione y entregue todos los suministros electorales

necesarios para llevar a cabo las elecciones. La votación en dicha elección será preparada en conformidad con el Código Electoral de Texas.

Sección 7. La Sección 61.012 del Código Electoral de Texas requiere que El Consejo Municipal de la Ciudad de Bastrop proporcione al menos un sistema de votar accesible en cada sitio de votación del tipo que desde la fecha del 1 de enero, 2006 se ha utilizado en toda elección efectuada en Texas. Dicho sistema deberá cumplir con las leyes estatales y federales que decretan los requisitos para sistemas de votar que permiten a votantes con discapacidades físicas emitir/votar su boleta en secreto.

Sección 8. La Oficina del Secretario de Estado de Texas ha certificado que el equipo electoral llamado Election Systems & Software (ES&S) EVS 6110 que incluye el equipo de votación exprés para marcar boletas sea usado junto con el equipo DS850 escaneador central, y el DS200 escaneador de precinto, es sistema de votar accesible que se puede usar legalmente en las elecciones de Texas.

Sección 9. Las Secciones 123.032 y 123.035 del Código Electoral de Texas autorizan adquisición de sistemas de votación por subdivisiones locales políticas y además ordenan cumplimiento con ciertos requisitos mínimos para contratos relacionados con la adquisición de dichos sistemas de votación..

Sección 10. En su puesto de oficial electoral principal nombrado por el Consejo de la Ciudad de Bastrop, **el/la Administrador/a Electoral** deberá proporcionar de acuerdo con la Sección 61.012 del Código Electoral de Texas al menos un sistema de votación accesible en cada sitio de votación utilizado en cualquier elección de Texas que sea llevada a cabo en o después del 1 de enero, 2006. Dicho sistema deberá cumplir con las leyes estatales y federales que establecen los requisitos para sistemas de votación que permiten a votantes discapacitados emitir sus boletas en secreto.

Sección 11. Para los precintos electorales 1001, 1003, 1004, 1005, 1007, 2010, 2011, y 3017, el/la oficial presidente será determinado en una futura fecha por el/la Administrador/a Electoral del Condado de Bastrop. El/la Juez Presidente de dicha elección nombrará a no menos de dos (2) pero a no más de cinco (5) secretarios para el día de elecciones.

Sección 12. Las casillas electorales en los sitios de votación indicados arriba estarán abiertas el Día de Elecciones de las 7:00 a.m. a las 7:00 p.m.

Sección 13. La Ciudad usará su sitio web oficial para anunciar los avisos requeridos por ley y cualquier información electoral que sea necesaria durante el periodo que se lleve a cabo esta elección. El sitio web de la Ciudad es <https://www.cityofbastrop.org/>.

Sección 14. Kristen Miles por la presente es nombrada Secretaria de la Votación Adelantada. La votación adelantada se inicia el 25 de abril, 2022, el doceavo (12vo) día antes de la elección y se concluye el 3 de mayo, 2022, el cuarto (4to) día antes de la fecha de la elección.

FECHAS DE LA VOTACIÓN ADELANTADA, HORAS, Y UBICACIONES
(se permite que votantes voten en cualquier ubicación)

Sitio Principal:

Anexo de la Corte Del Condado Bastrop, Salón de Conferencias en el Nivel Bajo (*County Courthouse Annex, Lower Level Conference Room*), 804 Pecan St., Bastrop, Texas 78602.

LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Sitios Sucursales de Votación:

Smithville Rec Center, 106 Royston St., Smithville
Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek
Elgin Rec Center, 361 N. Hwy 95, Elgin

LUNES	MARTES	MIÉRCOLES	JUEVES	VIERNES
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Sección 15. Las solicitudes de boletas y las boletas que serán votadas por correo deberán enviarse al/la Secretario/a de la Votación Adelantada, Kristen Miles, Administradora Electoral del Condado de Bastrop (Bastrop County Elections Administrator), 804 Pecan Street, Bastrop, Texas 78602. Solicitudes de boletas por correo deberán recibirse a no más tardar del final del día hábil el 26 de abril, 2022, que es el 11vo día antes de las elecciones.

Sección 16. Para los precintos electorales 1001, 1003, 1004, 1005, 1007, 2010, 2011, y 3017, Staci Calvert por la presente es nombrado/a Juez Presidente de la Junta de Boletas de la Votación Adelantada. De acuerdo con la Sección 87.002 et seq. del Código Electoral de Texas dicho juez presidente nombrará al menos dos (2) miembros adicionales a la Junta de Boletas de la Votación Adelantada y procesará los resultados de la votación adelantada de acuerdo con el Código Electoral de Texas.

Sección 17. El/la Juez Presidente y el/la Juez Presidente Alterno recibirán compensación de \$12.00 por hora. Los secretarios recibirán compensación de \$10.00 por hora. El/la Juez Presidente o su designado recibirán \$25.00 adicional por recoger los suministros de la elección antes de llevarse a cabo la elección el Día de la Elección, y por devolver los suministros después de cerrarse los sitios de votación.

Sección 18. La Elección Especial se llevará a cabo de acuerdo con el Código Electoral y el Código de Gobierno Local de este Estado y solo votantes residentes calificados de dicha Ciudad serán elegibles para votar en la elección.

Sección 19. El Alcalde dará aviso de esta elección de conformidad con los términos y disposiciones de las Secciones 4.004, 83.010, 85.004 y 85.007 del Código Electoral, Sección 9.004 del Código de Gobierno Local, y todas las órdenes y decretos pertinentes a las elecciones serán emitidas por la autoridad competente. Los resultados de las elecciones se reportarán al Consejo Municipal inmediatamente después de cerrarse los sitios de votación.

Sección 20. Además se afirma y determina que de acuerdo con la orden de este cuerpo gubernamental, la Secretaria de la Ciudad anunciará el aviso de la fecha para llevar a cabo el sorteo para ser apuntado en la boleta y dicho aviso será fijado en el tablón de anuncios ubicado en el Edificio Municipal (City Hall), lugar conveniente y muy accesible al público en general, y que dicho aviso será fijado y permanecerá fijado continuamente al menos por setenta y dos (72) horas antes de la hora indicada de la reunión. Una copia del recibo indicando que se ha fijado el aviso será adjuntada a los minutos de esta reunión y será considerada ser parte de lo mismo a todos los efectos.

Sección 21. Los considerandos que figuran en el preámbulo se determinan ser ciertos, y dichos considerandos se adoptan y forman parte de la presente ordenanza a todos los efectos.

Sección 22. Si cualquier sección, subsección, oración, cláusula o frase de esta ordenanza se considera por cualquier razón inconstitucional, dicha determinación no afectará la validez de las partes restantes de esta ordenanza.

Sección 23. La presente ordenanza estará en pleno vigor y efecto a partir de su aprobación en la fecha que se indica a continuación; siempre que si algún término o disposición de esta ordenanza entra en conflicto con, o es inconsistente con, el Código Electoral de Texas, entonces el Código Electoral de Texas predominará y controlará, y el Oficial Electoral cumplirá con el Código Electoral de Texas.

LEÍDO Y APROBADO en su Primera Lectura el día 25 de enero, 2022.

LEÍDO y APROBADO en su Segunda Lectura el día 8^{de} febrero, 2022.

APROBADO:

Connie B. Schroeder, Alcalde

CERTIFICADO:

Ann Franklin, Secretaria de la Ciudad

APROBADO EN SU REDACCIÓN:

Alan Bojorquez, Fiscal de la Ciudad



Explanation of proposed 2022 Amendments to the Bastrop Home Rule Charter

Introduction

The City of Bastrop's Home-Rule Charter is a foundational governmental document. Much like a municipality's constitution, the Charter is both the legal source of authority and a limit on the City's authority. Along with state law, it establishes the essential framework for the local government.

The Charter was last amended by the voters at an election held on in 2016. State law prevents charters from being amended more frequently than every two years. Bastrop's Charter states that it should be evaluated at least every six years. Accordingly, the City Council of the City of Bastrop wishes to order a Special Election for the purpose of submitting to the voters certain amendments to the Charter. The City Council ordered an election to be held on May 7, 2022. Early voting starts on Monday, April 25, 2022.

The proposed Charter amendments will be adopted if approved by a majority of the qualified voters at an election held for that purpose. All registered voters of the City will be entitled to cast a vote.

At the Special Election voters can vote FOR or AGAINST each of the individual amendments to the Charter. Below are the individual propositions and brief explanations of why they are offered for consideration. Most propositions may be characterized as non-substantive clean-up edits. This is *educational material, only*. The City of Bastrop as an organization offers these propositions for consideration but does not advocate for or against passage of these items.

Propositions

Prop A: Shall Section 2.03 of the Charter be amended to conform with state law by removing reference to the City's power to annex territory without consent of the inhabitants?

Explanation: Legislative changes to Texas statutory law have made it difficult to annex property without the consent of the property owners. See Texas Local Government Code Chapter 43.

Amended Text: If approved, the section will read (in relevant part):

Section 2.03 - Annexation

The Council shall have the power by ordinance to fix the boundary limits of the City

to provide for the alteration and the extension of said boundary limits, and the annexation of additional territory lying adjacent to the City, in compliance with state law ~~with or without the consent of the territory and inhabitants annexed~~. During the annexation process, the Council shall provide an opportunity for all interested persons to be heard at public hearing(s), in conformance with state law....

Prop. B: Shall Section 3.06(6) of the Charter be amended to conform with state law creating a vacancy on the city council when a council member announces their candidacy for certain elected offices and the unexpired term of the council member exceeds one year and thirty days?

Explanation: The Texas Constitution has a provision commonly referred to as the *Resign to Run* rule, which automatically creates a vacancies in certain elected offices if the incumbent announces they are seeking another elected office. The *Resign to Run* rule applies (in relevant part) when certain candidates for other offices have 1 year and 30 days left on their current term. The current Charter provision only references the 1 year mark, but omits the additional 30 days.

Amended Text: If approved, the section will read (in relevant part):

Section 3.06 - Vacancies, Forfeiture of Office and Filling of Vacancies.
The office of a Council Member shall become vacant upon the member's death, resignation, removal from or forfeiture of that office. A Council Member shall forfeit that office if the Council Member: ...
(6) announces his/her candidacy, or shall in fact become a candidate, in any General, Special or Primary Election, for any office of profit or trust under the laws of the State of Texas or the United States other than the office then held, at any time when the unexpired term of the Council Member then held shall exceed one (1) year and 30 days, such announcement or such candidacy shall constitute an automatic resignation of the Council position then held, as set forth in Article XVI, Sec. 65(b) of the Texas Constitution.

Prop. C: Shall Section 3.15(b) of the Charter be amended to authorize the city council to waive by an affirmative vote of four (4) or more Council Members the requirement that an ordinance be read in two separate meetings?

Explanation: State law does not require that all ordinances be read at two separate meetings before being adopted. However, the current Charter does. There are occasions when it would be expeditious and advantageous to dispense with the second reading (e.g., at the end of the year and during holiday seasons). This amendment allows waiver of the two-reading requirement if the waiver is approved by a super-majority vote of the City Council.

Amended Text: If approved, the section will read (in relevant part):

Section 3.15 - Ordinances in General.

(b) Procedure. An ordinance may be introduced and acted upon at any regular or special meeting of the Council. No ordinance shall be passed, except in cases of emergency, until the descriptive caption of the ordinance shall have been read in two separate meetings of the Council.

The requirement for considering ordinances and reading the descriptive caption thereof at two (2) separate meetings may be dispensed with: (1) where an ordinance relating to the immediate preservation of the public peace, health or safety is adopted as an emergency measure by a majority vote of the Council Members and such emergency ordinance shall take effect immediately upon its adoption and execution without a second consideration; or (2) when a majority vote of four or more Council Members determines through a separate motion that the first reading is sufficient for adequate consideration of the ordinance.

Prop. D: Shall Section 3.16 of the Charter be amended to reflect the fact that codes of technical regulations are available to the public digitally and free of charge?

Explanation: Technical regulations such as the *Building Bastrop Block Technical Manual* are often necessary to implement city policies regarding building and construction. State law does not require such rules to be posted online. Whether to provide technical codes online is a local policy decision. With advances in technology, it is not always necessary or feasible to print and sell hardcopy versions of the City's Code of Ordinances. Instead, the technical codes can now be accessed by the public at-will and without fees from the City's home page.

Amended Text: If approved, the section will read (in relevant part):

Section 3.16 Codes of Technical Regulations.

The Council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedures and requirements governing such an adopting ordinance shall be that prescribed for ordinances generally. A copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the City Secretary pursuant to Section 3.17.

Copies of any adopted code of technical regulations shall be made available by the City Secretary digitally without charge through the City's website ~~for purchase at a reasonable price.~~

Prop. E: Shall Section 3.17(b) of the Charter be amended to reflect the fact that ordinances are available to the public digitally and free of charge?

Explanation: Ordinances are municipal rules and regulations. State law does not require ordinances be compiled into a published collection called the Code of Ordinances (i.e., codified). Whether to codify ordinances is a local policy decision. State law does not mandate how Codes of Ordinances are published when codified. Bastrop has a Code of Ordinances. With advances in technology, it is no longer necessary or feasible to print expensive hardcopy versions of the City's Code of

Ordinances. Instead, the ordinances can now be accessed by the public at-will and without fees from the City's home page.

Amended Text: If approved, the section will read (in relevant part):

Section 3.17 Authentication and Recording; Codification

(b) Codification. All City ordinances having the force of law shall be codified. The general codification shall be adopted by the Council by ordinance and shall be published ~~online in loose-leaf form~~ and shall include this Charter and any amendments thereto. The official copy of the City Code in the office of the City Secretary shall be kept up to date and properly indexed. It shall not be necessary to repeat in this codification any technical codes adopted by reference. Copies of the City Code shall be available to the public digitally without charge through the City's website ~~furnished to City offices, placed in libraries and public offices for free public reference and made otherwise available for purchase by the public at a reasonable price fixed by the Council. Amendments to the City Code shall also be made available for purchase by the public as they become available.~~

Prop. F: Shall Section 5.02 of the Charter be amended to conform with state law by stating that the term of office of municipal court judges shall be provided for by ordinance?

Explanation: State law states that the city council shall provide by ordinance for the term of office of its municipal judges. The term must be for a definite term of two or four years. Tex. Gov't Code § 30.00006(d). The Bastrop Code of Ordinances provides for a two-year term. The current Charter provision states that the term is three years.

Amended Text: If approved, the section will read (in relevant part):

Section 5.02 - Judge of the Municipal Court.

The Municipal Court shall be presided over by a Judge(s). The Judge(s) shall be nominated by the Mayor and appointed by the Council for a term provided by ordinance ~~of three (3) years to run concurrently with the term of the office of the Mayor, or for the portion of such unexpired term as may remain at the time of the appointment.~~

Prop. G: Shall Section 10.04 of the Charter be amended to conform with state law by requiring petitions calling for initiative or referendum elections to comply with the Texas Election Code?

Explanation: Texas Election Code Ch. 277 states that once petitions can't be amended or supplemented (with certain exceptions) after they are filed. The current language is inconsistent with state law.

Amended Text: If approved, the section will read (in relevant part):

Section 10.04 Filing, Examination and Certification of Petitions

All papers comprising a petition for initiative or referendum shall be assembled and filed with the City Secretary as one instrument.... A petition may be amended or supplemented in compliance with the Texas Election Code ~~at any time within ten (10) days after a notice of insufficiency has been sent by the City Secretary, by filing a supplementary petition. In such event, the same procedures shall then be followed by the City Secretary and Council as in the case of the original petition for the same purpose.~~

Prop. H: Shall Section 10.08 of the Charter be amended to conform with state law by requiring petitions calling for recall elections to comply with the Texas Election Code?

Explanation: Texas Election Code Ch. 277 states petitions can't be amended or supplemented (with certain exceptions) after they are filed. The current language is inconsistent with state law.

Amended Text: If approved, the section will read (in relevant part):

Section 10.08 - Recall Election.

All papers comprising a recall petition shall be assembled and filed with the City Secretary. Within thirty (30) days after the petition is filed, the City Secretary shall determine its sufficiency and, if found to be sufficient, shall certify this fact to the Council at its next regular meeting. A petition may be amended or supplemented in compliance with the Texas Election Code. ~~If a recall petition is found to be insufficient, it may be amended within ten (10) days after notice of such insufficiency by the City Secretary, by filing a supplementary petition.~~

Prop. I: Shall Section 12.01 of the Charter be amended to establish 7 as the minimum number of Planning and Zoning commissioners?

Explanation: State law does not specify the membership of a Planning and Zoning Commission; thus, it is a matter of local preference. The current size of the P&Z under the Charter is 9. The City has sometimes found it difficult to recruit 9 members, and to then meet the quorum requirement of having 5 in attendance to conduct meetings. This amendment establishes the minimum number of commissioners as 7 and allows the City Council to set the actual size of the P&Z by ordinance.

Amended Text: If approved, the section will read (in relevant part):

Section 12.01 - Planning and Zoning Commission.

There shall be established a Planning and Zoning Commission which the membership shall be established by ordinance providing for a minimum of seven (7) ~~shall be consist of nine (9)~~ residents, serving staggered three-year terms.

Any vacancy on the Commission shall be filled by the Council for the remainder of the unexpired term in question. Members of the Commission shall serve without compensation and may be removed by the Council at its sole discretion. The Commission shall annually elect a Chair and a Vice Chair from among its membership. A majority of members shall constitute a quorum. The Commission shall keep minutes of its proceedings and such minutes shall be of public record.

Prop. J: Shall Sections 14.03 and 14.04 of the Charter be repealed in their entirety as outdated, transitional provisions that are now irrelevant?

Explanation: These provisions are surplus language included as part of the 2010 Charter amendments as an explanation regarding the implementation of that collection of modifications, which included increasing terms of office from 2 to 3 years. They no longer have any relevance to the current Charter and will not affect any future amendments.

~~Section 14.03—Submission of Charter Amendment to Election.~~

~~The City Council, in preparing these Charter Amendments, finds and declares that it is impracticable to segregate each subject so that the voter may vote "yes" or "no" on the same, for the reason that the Charter is so constructed that in order to enable it to properly function it is necessary that it should be amended as set forth on the seven (7) separate ballots presented. For this reason, the City Council directs that the ballot provisions related to these Charter Amendments be voted upon as set forth on the seven (7) ballot propositions presented, and that these amendments shall be submitted to the qualified voters of the City at an election to be held on the 2nd day of November, 2010. The various Charter Amendments approved by a majority of the qualified voters, voting at this election, shall become the Amended Charter of the City of Bastrop on the date the Council enters an order in the records of the City declaring that the various approved Charter Amendments are adopted and the Home Rule Charter is, thus, Amended to include the ballot changes approved by the voters of the City of Bastrop. No amendments to the Charter are intended nor shall same be made other than those specifically approved by the voters in the upcoming election, and as noted herein.~~

~~Section 14.04—Transitional Elections/Staggered Terms.~~

~~In order to provide for a smooth transition from the former two-year terms for all Council Members to the three-year staggered terms set forth in Charter Section 3.02, the following transitional election rules shall be applied:~~

- ~~(1) Staggering Terms. At the first Council meeting following the approval by the electorate of three-year terms of office pursuant to the Amended Charter, then sitting Council Members, including the Mayor, shall draw lots to determine which Council places and/or Mayoral position shall be subject to a transitional length term of office, in order to provide for staggering of terms, the objective being that as stated in Section 3.02; specifically that each year, two (2) Council places, including the Mayoral position, shall be up for election for 3-year terms of office.~~

~~(2) Implementation of Staggered Terms. No City Council Member shall be required to draw lots that would result in a transitional term of less than two years or exceeding four years to accomplish the staggering of terms as set forth herein.~~

~~(3) Deadline for Accomplishing Staggering Terms. The City Council shall accomplish staggering the terms of office for all Council Member places and the Mayoral position on or before the General Election that will occur in 2015.~~

Prop. K: Shall the Charter be amended throughout to replace gender -specific language with gender-neutral terminology?

Explanation: The Charter is replete with gender-specific terms, including:

- his,
- his or her,
- his/her,
- him,
- him/her

Amended Text: If approved, the gender-specific wording listed above will be replaced with they, their, or theirs, as appropriate in context.

Conclusion

This explanation is provided by the City of Bastrop as *educational material, only*. While the City Council voted in favor of calling the Special Election to place these propositions before the voters, the City of Bastrop as an entity does not advocate for or against passage of any particular item.



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 13F

TITLE:

Consider action to approve Resolution No. R-2022-10 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop (City) and Bastrop County, Bastrop Independent School District (BISD), Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, Elgin Independent School District (EISD), Bastrop County Emergency Services District No. 2, Smithville Independent School District (SISD), and Bastrop County Water Control and Improvement District #2 for the May 7, 2022 Special and General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Chapter 271. Joint Elections

Sec. 271.002. JOINT ELECTIONS AUTHORIZED.

- (a) If the elections ordered by the authorities of two or more political subdivisions are to be held on the same day in all or part of the same county, the governing bodies of the political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places, subject to Section 271.003.
- (b) If an election ordered by the governor and the elections ordered by the authorities of one or more political subdivisions are to be held on the same day in all or part of the same county, the commissioners court of a county in which the election ordered by the governor is to be held and the governing bodies of the other political subdivisions may enter into an agreement to hold the elections jointly in the election precincts that can be served by common polling places, subject to Section 271.003.
- (c) If another law requires two or more political subdivisions to hold a joint election, the governing body of any other political subdivision holding an election on the same day in all or part of the same county in which the joint election is to be held may enter into an agreement to participate in the joint election with the governing bodies of the political subdivisions holding the joint election.
- (d) The terms of a joint election agreement must be stated in an order, resolution, or other official action adopted by the governing body of each participating political subdivision.
- (e) The document containing the joint election agreement shall be preserved for the period for preserving the precinct election records.

FISCAL IMPACT:

Estimated Amount:

- Joint Election with Bastrop County, BISD, Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, EISD, Bastrop County Emergency Services District No. 2, SISD, and Bastrop County Water Control and Improvement District #2 – \$10,168.25

This cost was approved in the 2021-2022 FY budget in account 101 04-00-5681.

RECOMMENDATION:

Consider action to approve Resolution No. R-2022-10 of the City Council of the City of Bastrop, Texas, approving a Joint Agreement between the City of Bastrop (City) and Bastrop County, Bastrop Independent School District (BISD), Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, Elgin Independent School District (EISD), Bastrop County Emergency Services District No. 2, Smithville Independent School District (SISD), and Bastrop County Water Control and Improvement District #2 for the May 7, 2022 Special and General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

ATTACHMENTS:

- Resolution – English
- Resolution – Spanish
- Exhibit A



RESOLUTION NO. R-2022-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A JOINT AGREEMENT BETWEEN THE CITY OF BASTROP AND BASTROP COUNTY, BASTROP INDEPENDENT SCHOOL DISTRICT (BISD), BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1, CITY OF ELGIN, CITY OF SMITHVILLE, ELGIN INDEPENDENT SCHOOL DISTRICT (EISD), BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 2, SMITHVILLE INDEPENDENT SCHOOL DISTRICT (SISD), AND BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #2 FOR THE MAY 7, 2022 SPECIAL AND GENERAL ELECTION FOR BASTROP, TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("the City") has called a special and general election for Saturday, May 7, 2022; and

WHEREAS, Bastrop County, Bastrop Independent School District (BISD), Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, Elgin Independent School District (EISD), Bastrop County Emergency Services District No. 2, Smithville Independent School District (SISD), and Bastrop County Water Control and Improvement District #2 have also called an election for Saturday, May 7, 2022; and

WHEREAS, Bastrop County, Bastrop Independent School District (BISD), Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, Elgin Independent School District (EISD), Bastrop County Emergency Services District No. 2, Smithville Independent School District (SISD), and Bastrop County Water Control and Improvement District #2 have expressed their desire for a joint election with the City; and

WHEREAS, state law allows local governments holding elections on the same day to do so jointly, thereby making voting more convenient; and

WHEREAS, the Bastrop County Elections Administrator will provide all election services for the City, Bastrop County, BISD, Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, EISD, Bastrop County Emergency Services District No. 2, SISD, and Bastrop County Water Control and Improvement District #2 as agreed upon by the Bastrop County Elections Administrator and each entity through separate contracts; and

WHEREAS, it is necessary to authorize an agreement in accordance with Section 271.002 of the Texas Election Code, whereby the City, Bastrop County, BISD, Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, EISD, Bastrop County Emergency Services District No. 2, SISD, and Bastrop County Water Control and Improvement District #2 agree to hold a joint election on May 7, 2022.

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the May 7, 2022 Special and General Election be held jointly with Bastrop County, Bastrop Independent School District (BISD), Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin,

City of Smithville, Elgin Independent School District (EISD), Bastrop County Emergency Services District No. 2, Smithville Independent School District (SISD), and Bastrop County Water Control and Improvement District #2.

Section 2. The City Manager is hereby authorized to execute an agreement with Bastrop County, Bastrop Independent School District (BISD), Bastrop-Travis Counties Emergency Services District No. 1, City of Elgin, City of Smithville, Elgin Independent School District (EISD), Bastrop County Emergency Services District No. 2, Smithville Independent School District (SISD), and Bastrop County Water Control and Improvement District #2 for a joint election on Saturday May 7, 2022. The agreement is attached hereto as Exhibit A.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUCIÓN NO. R-2022-10

RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS, PARA APROBAR UN CONTRATO CONJUNTO ENTRE LA CIUDAD DE BASTROP Y EL CONDADO DE BASTROP, INCLUYENDO EL DISTRITO ESCOLAR INDEPENDIENTE DE BASTROP (BISD), DISTRITO NO. 1 DE SERVICIOS DE EMERGENCIA DE BASTROP-CONDADO DE TRAVIS, LA CIUDAD DE ELGIN, CIUDAD DE SMITHVILLE, EL DISTRITO ESCOLAR INDEPENDIENTE DE ELGIN (EISD), DISTRITO NO. 2 DE SERVICIOS DE EMERGENCIA DEL CONDADO DE BASTROP, DISTRITO ESCOLAR INDEPENDIENTE DE SMITHVILLE (SISD), Y EL DISTRITO NO. 2 DEL CONTROL Y MEJORAS DEL AGUA DEL CONDADO DE BASTROP, PARA LLEVAR A CABO LA ELECCIÓN ESPECIAL Y GENERAL DEL 7 DE MAYO, 2022, DE BASTROP TEXAS, AGREGADA COMO ADJUNTO A; AUTORIZACIÓN PARA QUE EL/LA GERENTE DE LA CIUDAD EJECUTE TODO DOCUMENTO NECESARIO; Y PROPORCIONANDO LA FECHA DE VIGOR.

POR CUANTO, la Ciudad de Bastrop (“la Ciudad”) ha convocado una elección especial y general que se lleve a cabo el sábado, 7 de mayo, 2022; y

POR CUANTO, el Condado de Bastrop, el Distrito Escolar Independiente de Bastrop (*BISD*), Distrito No. 1 de Servicios de Emergencia de Bastrop-Condado de Travis, la Ciudad de Elgin, Ciudad de Smithville, el Distrito Escolar Independiente de Elgin (*EISD*), Distrito No. 2 de Servicios de Emergencia del Condado de Bastrop, Distrito Escolar Independiente de Smithville (*SISD*), y el Distrito No. 2 del Control y Mejoras del Agua del Condado de Bastrop también han convocado una elección para el sábado, 7 de mayo, 2022; y

POR CUANTO, el Condado de Bastrop, el Distrito Escolar Independiente de Bastrop (*BISD*), Distrito No. 1 de Servicios de Emergencia de Bastrop-Condado de Travis, la Ciudad de Elgin, Ciudad de Smithville, el Distrito Escolar Independiente de Elgin (*EISD*), Distrito No. 2 de Servicios de Emergencia del Condado de Bastrop, Distrito Escolar Independiente de Smithville (*SISD*), y el Distrito No. 2 del Control y Mejoras del Agua del Condado de Bastrop también han expresado que desean llevar a cabo una elección conjunta con la Ciudad; y

POR CUANTO, la ley estatal permite que gobiernos locales que estén llevando a cabo elecciones el mismo día las administren en colaboración, y para que así la votación sea más conveniente; y

POR CUANTO, el/la Administrador/a Electoral del Condado de Bastrop proveerá todos los servicios electorales para la Ciudad, el Condado de Bastrop, *BISD*, Distrito No. 1 de Servicios de Emergencia de Bastrop-Condado de Travis, la Ciudad de Elgin, Ciudad de Smithville, *EISD*, Distrito No. 2 de Servicios de Emergencia del Condado de Bastrop, *SISD*, y el Distrito No. 2 del Control y Mejoras del Agua del Condado de Bastrop de acuerdo con el

convenio entre el/la Administrador/a Electoral del Condado de Bastrop y cada entidad por medio de contratos separados; y

POR CUANTO, es necesario autorizar el convenio de acuerdo con la Sección 271.002 del Código Electoral de Texas, en cual la Ciudad y el Condado de Bastrop, BISD, Distrito No. 1 de Servicios de Emergencia de Bastrop-Condado de Travis, la Ciudad de Elgin, Ciudad de Smithville, EISD, Distrito No. 2 de Servicios de Emergencia del Condado de Bastrop, SISD, y el Distrito No. 2 del Control y Mejoras del Agua del Condado de Bastrop quedan de acuerdo que llevarán a cabo la elección conjunta el 7 de mayo, 2022.

AHORA, POR LO TANTO, RESUÉLVASE POR EL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS:

Sección 1. El Consejo de la Ciudad de Bastrop por lo presente autoriza que la Elección Especial y General del 7 de mayo, 2022 sea llevada a cabo junto con el Condado de Bastrop, BISD, Distrito No. 1 de Servicios de Emergencia de Bastrop-Condado de Travis, la Ciudad de Elgin, Ciudad de Smithville, EISD, Distrito No. 2 de Servicios de Emergencia del Condado de Bastrop, SISD, y el Distrito No. 2 del Control y Mejoras del Agua del Condado de Bastrop.

Sección 2. El/la Gerente de la Ciudad por lo presente es autorizado para que ejecute un convenio con el Condado de Bastrop, BISD, Distrito No. 1 de Servicios de Emergencia de Bastrop-Condado de Travis, la Ciudad de Elgin, Ciudad de Smithville, EISD, Distrito No. 2 de Servicios de Emergencia del Condado de Bastrop, SISD, y el Distrito No. 2 del Control y Mejoras del Agua del Condado de Bastrop para llevar a cabo la elección conjunta el sábado, 7 de mayo, 2022. El convenio es agregado a la presente con el título de Adjunto A.

Sección 3: Que esta Resolución sea efectiva inmediatamente cuando sea aprobada y así se resuelve.

DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo de la Ciudad de Bastrop este día 11 de enero, 2022.

APROBADO:

Connie B. Schroeder, Alcalde

CERTIFICO:

Ann Franklin, Secretaria de la Ciudad

APROBADA SU REDACCIÓN:

Alan Bojorquez, Fiscal de la Ciudad

**AGREEMENT TO CONDUCT JOINT ELECTION BETWEEN
BASTROP COUNTY AND
THE BASTROP INDEPENDENT SCHOOL DISTRICT AND
BASTROP-TRAVIS COUNTIES EMERGENCY SERVICES DISTRICT NO. 1 AND
THE CITY OF BASTROP AND
THE CITY OF ELGIN AND
THE CITY OF SMITHVILLE AND
ELGIN INDEPENDENT SCHOOL DISTRICT AND
BASTROP COUNTY EMERGENCY SERVICES DISTRICT NO. 2 AND
THE SMITHVILLE INDEPENDENT SCHOOL DISTRICT AND
THE BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #2
FOR THE MAY 7, 2022 ELECTION**

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

This Agreement to Conduct Joint Election (this “**Contract**”) is entered into by and among Bastrop County, a political subdivision of the State of Texas, and Bastrop Independent School District, a political subdivision of the State of Texas, and Bastrop-Travis Counties Emergency Services District No. 1, a political subdivision of the State of Texas, and The City of Bastrop, a political subdivision of the State of Texas, and The City of Elgin, a political subdivision of the State of Texas, and The City of Smithville, a political subdivision of the State of Texas, and Elgin Independent School District, a political subdivision of the State of Texas, and Bastrop County Emergency Services District No. 2, a political subdivision of the State of Texas, and Smithville Independent School District, a political subdivision of the State of Texas, and Bastrop County Water Control and Improvement District #2, a political subdivision of the State of Texas, each individually, a “**Party**” or, collectively, the “**Parties**,” pursuant to Chapter 271 of the Texas Election Code.

RECITALS

WHEREAS, the Parties each expect to call an election to be held on May 7, 2022; and

WHEREAS, the Parties desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and

WHEREAS, the Parties desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

PURPOSE

1.01 The Parties have entered into this Contract to conduct a joint election on May 7, 2022. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Parties.

ARTICLE II JOINT ELECTION

2.01 The Parties agree to conduct their respective May 7, 2022 elections jointly pursuant to Chapter 271 of the Texas Election Code. Specifically, the Parties agree to the use of common polling places for both early voting and election day. The Parties also agree that the election officers may be appointed to serve both elections and that a common ballot may be used where appropriate and that common equipment and ballot boxes may be used for both elections for all relevant purposes as provided in Chapter 271.

ARTICLE III. TERM

3.01 Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract have been completed.

ARTICLE IV EACH PARTY RESPONSIBLE FOR ITS PRO RATA COST OF SERVICE AS BILLED

4.01 The Parties acknowledge that they have each separately contracted for election services to be provided by Bastrop County Elections Administrator for the elections. All costs incurred by the Parties attributable to the coordination, supervision, and running of the election and incurred on behalf of the Parties, including expenses for supplies in connection with the election school(s), election supplies, wages paid for election workers, any paper ballots to be used for the election, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of direct recording electronic voting devices and audio ballots shall be borne by the Parties based on their respective Election Services Agreement with the County Elections Administrator, and each Party will be responsible for their pro rata portion.

ARTICLE V GENERAL PROVISIONS

5.01 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bastrop County, Texas.

5.02 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Contract.

5.03 This Contract constitutes the only agreement of the Parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

5.04 No amendment, modification, or alteration of this Contract shall be binding unless it is in writing, dated subsequent to the date of the Contract and duly executed by all of the Parties.

5.05 Any notice to be given hereunder by any party to the other shall be in writing and may be affected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

Bastrop County

Kristin Miles
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

Bastrop ISD:

Kristi Lee
Associate Superintendent
Communications & Community Relations
Bastrop Independent School District
906 Farm St
Bastrop, TX 78602
Tel: (512) 772-7100
Fax: (512) 321-1371
Email: klee@bisdtx.org

Bastrop-Travis Counties ESD#1:

Kelli Carlton
Attorney
The Carlton Law Firm, P.L.L.C.
4301 Westbank Dr., Suite B-130
Austin, TX 78746
Tel: (512) 614-0901
Fax: (512) 900-2855
Email: kelli@carltonlawaustin.com;
katy@carltonlawaustin.com

City of Bastrop:

Ann Franklin
City Secretary
City of Bastrop
1311 Chestnut Street/PO Box 427
Bastrop, TX 78602
Tel: (512) 332-8800
Fax: (512) 332-8819
Email: afranklin@cityofbastrop.org

City of Elgin:

Ron Ramirez
Mayor At-Large
City of Elgin
310 N. Main St./PO Box 591
Elgin, TX 78621
Tel: (512) 281-5724
Fax: (512) 285-5962
Email: mayor@ci.elgin.tx.us

City of Smithville:

Jennifer Lynch
City Secretary
City of Smithville
317 Main St.
Smithville, TX 78957
Tel: (512) 237-3282
Fax: (512) 237-4549
Email: jdlynch@ci.smithville.tx.us

Elgin ISD:

Dr. Jodi Duron
Superintendent of Schools
Elgin Independent School District
1002 N. Ave. C/PO Box 351
Elgin, TX 78621
Tel: (512) 281-9731
Fax: (512) 285-9935
Email: jodi.duron@elginisd.net

Bastrop County ESD#2:

Kelli Carlton
Attorney
The Carlton Law Firm, P.L.L.C.
4301 Westbank Dr., Suite B-130
Austin, TX 78746
Tel: (512) 614-0901
Fax: (512) 900-2855
Email: kelli@carltonlawaustin.com;
katy@carltonlawaustin.com

Smithville ISD:

Mrs. Cheryl Burns
Superintendent of Schools
Smithville Independent School District
901 NE 6th St.
Smithville, TX 78957
Tel: (512) 237-2487
Fax: (512) 237-2775
Email: cburns@smithvilleisd.org

Bastrop County WCID#2:

Bastrop County WCID#2
Attn: Alma Rodriguez
Office Manager
PO Box 708
Bastrop, TX 78602
Tel: (512) 321-1688
Fax: (512) 321-1692
Email: alma@bcwcid2.org

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

Executed to be effective the ____ day of _____, 20 ____.

COUNTY:

Paul Pape
County Judge
Bastrop County, Texas

Executed to be effective the ____ day of _____, 20 ____.

Bastrop ISD:

Barry Edwards
Superintendent of Schools
Bastrop Independent School District
Bastrop, Texas

Executed to be effective the ____ day of _____, 20 ____.

Bastrop-Travis Counties ESD#1:

David Gahagan
Board President
Bastrop-Travis Counties ESD#1

Executed to be effective the ____ day of _____, 20 ____.

City of Bastrop:

Paul A. Hofmann, City Manager
City of Bastrop
Bastrop, Texas

Executed to be effective the ____ day of _____, 20 ____.

City of Elgin:

Ron Ramirez
Mayor At-Large
City of Elgin
Elgin, Texas

Executed to be effective the ____ day of _____, 20____.

City of Smithville:

Robert Tamble
City Manager
City of Smithville
Smithville, Texas

Executed to be effective the ____ day of _____, 20 ____.

Elgin ISD:

Dr. Jodi Duron
Superintendent of Schools
Elgin Independent School District
Elgin, Texas

Executed to be effective the ____ day of _____, 20 ____.

Bastrop County ESD#2:

George Martinez
Board President
Bastrop County ESD#2

Executed to be effective the ____ day of _____, 20 ____.

Smithville ISD:

Mrs. Cheryl Burns
Superintendent of Schools
Smithville ISD
Smithville, Texas

Executed to be effective the ____ day of _____, 20 ____.

Bastrop County WCID#2:

Mary Beth O'Hanlon
Board President
Bastrop County WCID#2



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 13G

TITLE:

Consider action to approve Resolution No. R-2022-11 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 7, 2022, Special and General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

STAFF REPRESENTATIVE:

Ann Franklin, City Secretary

POLICY EXPLANATION:

Texas Election Code

Chapter 31. Officers to Administer Elections

Sec. 31.092. Contract for Election Services Authorized.

(a) The county election officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services, as provided by this subchapter, in any one or more elections ordered by an authority of the political subdivision.

FUNDING SOURCE:

Estimated Amount:

- \$10,168.25

This cost was approved in the 2021-2022 FY budget in account 101 04-00-5681.

RECOMMENDATION:

Ann Franklin, City Secretary, recommends approval of Resolution No. R-2022-11 of the City Council of the City of Bastrop, Texas, approving a contract for election services between the Elections Administrator of Bastrop County and the City of Bastrop for the May 7, 2022, Special and General Election for Bastrop, Texas, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and providing an effective date.

ATTACHMENTS:

- Resolution – English
- Resolution – Spanish
- Exhibit A

RESOLUTION NO. R-2022-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A CONTRACT FOR ELECTION SERVICES BETWEEN THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY AND THE CITY OF BASTROP FOR THE MAY 7, 2022, SPECIAL AND GENERAL ELECTION FOR, BASTROP TEXAS, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop ("the City") has called a general election for Saturday, May 7, 2022; and

WHEREAS, the County of Bastrop Election Officer is authorized by state law to contract with the City of Bastrop.

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

Section 1. The City Council of the City of Bastrop hereby authorizes that the City of Bastrop enter into a contract with the Elections Administrator of Bastrop County for the May 7, 2022, Special and General Election.

Section 2. The City Manager, is hereby authorized to execute a contract with the Elections Administrator of Bastrop County for the May 7, 2022, Special and General Election. The contract is attached hereto as Exhibit A.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

RESOLUCIÓN NO. R-2022-11

RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS, PARA APROBAR UN CONTRATO DE SERVICIOS ELECTORALES ENTRE EL/LA ADMINISTRADOR/A ELECTORAL DEL CONDADO DE BASTROP Y LA CIUDAD DE BASTROP PARA LA ELECCIÓN ESPECIAL Y GENERAL DEL 7 DE MAYO, 2022, DE BASTROP TEXAS, AGREGADA COMO ADJUNTO A; AUTORIZACIÓN PARA QUE EL/LA GERENTE DE LA CIUDAD EJECUTE TODO DOCUMENTO NECESARIO; Y PROPORCIONANDO LA FECHA DE VIGOR.

POR CUANTO, la Ciudad de Bastrop (“la Ciudad”) ha convocado una elección especial y general que se lleve a cabo el sábado, 7 de mayo, 2022; y

POR CUANTO, el/la Administrador/a Electoral del Condado de Bastrop está autorizado/a por ley estatal para contratar con la Ciudad de Bastrop.

AHORA, POR LO TANTO, RESUÉLVASE POR EL CONSEJO DE LA CIUDAD DE BASTROP, TEXAS:

Sección 1. El Consejo de la Ciudad de Bastrop por lo presente autoriza que la Ciudad de Bastrop tramite un contrato con el/la Administrador/a Electoral del Condado de Bastrop para la Elección Especial y General del 7 de mayo, 2022.

Sección 2. El/la Gerente de la Ciudad por la presente está autorizado para tramitar un contrato con el/la Administrador/a Electoral del Condado de Bastrop para la Elección Especial y General del 7 de mayo, 2022. El contrato es agregado a la presente como Adjunto A.

Sección 3: Que esta Resolución sea efectiva inmediatamente cuando sea aprobada y así se resuelve.

DEBIDAMENTE RESUELTO Y ADOPTADO por el Consejo de la Ciudad de Bastrop este día 11 de enero, 2022.

APROBADO:

Connie B. Schroeder, Alcalde

CERTIFICO:

Ann Franklin, Secretaria de la Ciudad

APROBADA SU REDACCIÓN:

Alan Bojorquez, Fiscal de la Ciudad

CONTRACT FOR ELECTION SERVICES
AND
AGREEMENT TO CONDUCT JOINT ELECTION
BETWEEN
THE ELECTIONS ADMINISTRATOR OF BASTROP COUNTY
AND
CITY OF BASTROP
FOR THE MAY 7, 2022 ELECTION

THIS CONTRACT for Election Services and Agreement to Conduct Joint Election (this “Contract”) is made and entered into by and between Kristin Miles, the Elections Administrator of Bastrop County, Texas, hereinafter referred to as “Contracting Officer,” and the City of Bastrop, hereinafter referred to as the “CITY,” pursuant to the authority under Section 31.092(a) of the Texas Election Code and Chapter 791 of the Texas Government Code. In consideration of the mutual covenants and promises hereinafter set forth, the parties agree to this interlocal agreement with regard to the coordination, supervision, and running of the CITY’s May 7, 2022 Election, hereinafter referred to as “the election”. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places and election procedures to assist the voters of the CITY.

RECITALS

WHEREAS, the CITY and the COUNTY each expect to call an election to be held on May 7, 2022; and

WHEREAS, the CITY and the COUNTY desire to conduct such elections jointly pursuant to Chapter 271 of the Texas Election Code, and the CITY desires that certain election services for the CITY’S election be provided by ADMINISTRATOR through the COUNTY’S Elections Department pursuant to Chapter 31, Subchapter D of the Texas Election Code; and

WHEREAS, the COUNTY, ADMINISTRATOR, and the CITY desire to enter into a contract setting out the respective responsibilities of the Parties;

NOW, THEREFORE, the Parties agree as follows:

I. RESPONSIBILITIES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

A. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding judge and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election school(s), the eligibility requirements that pertain to them and to the selection of election day clerks, the date and time of the election, the rate of compensation, the number of election clerks the presiding judge may appoint, and the name of the presiding or alternate judge, as appropriate.

2. The Contracting Officer shall ensure that the presiding judges make the appropriate election clerk appointments and notify the clerks of their appointments. The recommendations of the CITY will be the accepted guidelines for the number of clerks secured to work in each polling place. The presiding election judge of each polling place, however, will use his/her discretion to determine when additional manpower is needed during peak voting hours. Election judges shall be secured by the Contracting Officer with the approval of the CITY.

3. The Contracting Officer shall notify the CITY of the list of election judges and alternate judges for election day, so that the CITY may approve by written order.

4. Notification to the election judges and alternates shall be made no later than January 15, 2022.

B. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third persons for election services and supplies. The cost of such third-person services and supplies will be paid by the Contracting Officer and reimbursed by the CITY as agreed upon on Exhibit "C" or Exhibit "C-1", whichever is applicable.

C. *Election School(s).* The Contracting Officer shall be responsible for conducting one or more, at her discretion, election schools to train the presiding judges, alternate judges, election clerks, and early voting clerks, and Early Voting Ballot Board members in the conduct of elections, including qualifying voters, provisional voting, and the counting of ballots. The Contracting Officer shall determine the date, time, and place for such school(s) and notify the presiding judges, alternate judges, and election clerks of such. The Contracting Officer may hold the election school(s) on a Saturday in order to increase its availability to election workers who are employed during the regular work week. If at all possible, such election schools shall be conducted within the CITY territory.

D. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day and the Early Voting Ballot Board (and to the Deputy Early Voting Clerks during Early Voting) the following election supplies: election kits from third-party vendors (including the appropriate envelopes, sample ballots, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code); pens; pencils; tape; markers; paper clips; ballot box seals; sample ballots; tacks, and all consumable-type office supplies necessary to hold an election.

E. *Registered Voter List.* The Contracting Officer shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The Election Day list of registered voters shall be arranged in alphabetical order by each precinct.

F. *Ballots.* The Contracting Officer shall be responsible for the programming of the direct recording electronic voting devices (referred to as DRE's) and the printing of ballots requested by mail or used for early voting or election day. The Contracting Officer shall be responsible for distributing the DRE's along with the election supplies.

G. *Early Voting.* In accordance with Section 31.094, of the Texas Election Code, the Contracting Officer will serve as Early Voting Clerk for the election, subject to Sections 31.096 and 31.097(b).

1. As Early Voting clerk, the Contracting Officer shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. The Contracting Officer shall work with the CITY in securing personnel to serve as Early Voting Deputies.

The Contracting Officer shall, upon request, provide the CITY a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations listed in Exhibit "A," attached hereto and made a part of this contract.

3. The Contracting Officer shall receive mail ballot applications on behalf of the CITY. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or her deputies at 804 Pecan Street, Bastrop, Texas 78602. Any requests for early voting ballots to be voted by mail received by the CITY shall be forwarded immediately to the Contracting Officer for processing.

4. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be secured and maintained by the Contracting Officer and delivered by her or her deputy for counting in accordance with Chapter 87 of the Texas Election Code to the Early Voting Ballot Board at the Bastrop County Courthouse on Election Day, May 7, 2022.

H. Election Day Polling Locations. The Election Day polling locations are those listed in Exhibit "B," attached hereto and made a part of this contract. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of all polling locations for Election Day, including ensuring that each polling location has the necessary tables, chairs, and voting booths.

I. Central Counting Station. The Contracting Officer shall be responsible for establishing and operating the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. Counting Station Manager and Central Count Judge shall be Kristin Miles. The Tabulation Supervisor shall be Kristin Miles. The tabulation supervisor shall handle ballot tabulation in accordance with statutory requirements and county policies, under the auspices of the Contracting Officer.

Election night reports will be available to the CITY at the Central Counting Station on election night and will provide individual polling location totals.

J. Manual Counting. The Contracting Officer shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to the CITY, if requested, and the Secretary of State's Office.

K. Election Reports. The Contracting Officer shall prepare the unofficial tabulation of precinct results under Section 66.056(a) of the Texas Election Code and shall provide a copy of the tabulation to the CITY as soon as possible after the Contracting Officer has received the precinct returns on Election Day night. Provisional ballots will be tabulated after election night in accordance with state laws.

L. *Custodian of Voted Ballots.* The Contracting Officer is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

II. RESPONSIBILITIES OF THE CITY. The CITY shall assume the following responsibilities:

A. *Election School(s).* At the request of the Contracting Officer, and at no cost to the Contracting Officer, the CITY will make available space in a CITY building to hold the election school(s), if applicable.

B. *Polling Locations.* The CITY shall pay the respective cost of all employee services required to provide access, security, or custodial services for the polling locations.

C. *Applications for Mail Ballots.* The CITY shall date stamp and then immediately hand deliver to the Contracting Officer all original mail ballot applications for mail ballots that it receives.

D. *Election Orders, Election Notices, Canvass.* The CITY shall prepare the election order, resolutions, notices, official canvass, and other pertinent documents for adoption by the CITY's governing body. The CITY shall be responsible for having the required election notice under Section 4.003(a)(1) of the Texas Election Code published in the newspaper as required by State law. The CITY shall also be responsible for posting the notice required under Section 4.003(b) of the Texas Election Code as required by law. Promptly after approval of election order, resolutions, notices, official canvass, and other pertinent documents by the CITY's governing body and within such time so as not to impede the orderly conduct of the election, the CITY shall return said documents to the Contracting Officer for proper recordkeeping. The CITY assumes the responsibility of promoting the schedules for Early Voting and Election Day.

The CITY will provide for the appointment of the Contracting Officer as the early voting clerk for the election in the orders calling the election. The orders will also include approval of election day polling places; times, dates and places for early voting; and appointment of precinct judges.

The CITY shall also confirm its territory and whether it has any territory outside the County, including providing the County with a map of the CITY's territory. The CITY agrees that the Contracting Officer shall administer only the County portion of the election.

E. *Paper Ballots.* In advance of the March 23, 2022 date on which the Texas Secretary of State's Office encourages the mailing out of ballots for early voting by mail, the Contracting Officer shall arrange with a third party to prepare the necessary optical paper ballots for the election. The ballots shall be in English with the Spanish translation included.

The CITY shall furnish the Contracting Officer a list of candidates and/or propositions showing the order and the exact manner in which their names or proposition(s) are to appear on the official ballot (including bilingual titles and text). This list shall be delivered to the Contracting Officer as soon as possible after ballot positions have been determined. The CITY shall perform the duties required for drawing for place on the ballot by candidates. The CITY shall be responsible for proofreading and approving the ballot insofar as it pertains to the authority's candidates and/or propositions.

III. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. Compensation. The parties agree that presiding judges and alternate judges will be compensated at a rate of \$12.00/hr., and election clerks will be compensated at a rate of \$10.00/hr. They will be compensated for all hours actually worked, including the time to set up the polling location and the time to complete the counting and to wrap up the paper work, but not to exceed one hour before and two hours after the polling location is open for voting. The presiding judge, or the election worker at the polling location that he or she designates, who picks up the election supplies from the Contracting Officer and who returns the remaining supplies, ballot boxes, and all other election records from the polling location to the Contracting Officer will be compensated with a delivery fee of \$25 at the same time that payment is made for the hours worked. The Contracting Officer will pay the election workers directly and be reimbursed for such by the CITY.

B. Number of Election Workers. The parties agree that at all polling locations there will be a minimum of three election workers, consisting of the presiding judge, alternate judge, and one clerk.

IV. JOINT EXPENSES AND PAYMENT

A. Expenses Incurred and Billing. The participating authorities agree to share actual costs incurred to the extent that the costs and expenses are incurred in connection with a polling location used by more than one local political subdivision, such as (without limitation) the cost of renting polling locations and voting equipment, programming the voting equipment, supplies needed for the polling place, wages and salaries of election workers. Election expenses shall be pro-rated equally among the participants.

The parties agree, for those polling locations used solely by the CITY and not shared by any other participating authority, that the CITY will pay the wages, salaries, and other applicable election costs and expenses directly related to such polling location.

It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of Bastrop County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to Bastrop County by the participating authorities.

B. Billing. As soon as reasonably possible after Election Day, the Contracting Officer will submit an itemized invoice to the CITY for (1) actual expenses directly attributable to the coordination, supervision, and running of the election and incurred on behalf of the CITY by the Contracting Officer, including expenses for supplies in connection with the election school(s), publication and printing of election notices, election supplies, wages paid to the Contracting Officer's employees for services under this contract performed outside of normal business hours, election workers, and any other expenses reasonably and directly related to the election, including, without limitation, rental and programming of DREs and audio ballots, and (2) the Contracting Officer's fee under Section 31.100(d) of the Texas Election Code and as provided in Section IV.E below. Expenses related to wages shall be supported by compensation sheets. Other expenses shall be supported by invoices or receipts, except that the price of items coming out of the Contracting Officer's stock of election supplies shall be supported by the Contracting Officer's certificate about the number of items used and the unit cost therefore according to the vendor's standard price list.

C. ***Payment.*** The CITY shall pay the Contracting Officer's invoice within 30 days from the date of receipt to: **Bastrop County, Attn: Kristin Miles, Elections Administrator, 804 Pecan Street, Bastrop, TX 78602.** If the CITY disputes any portion of the invoice, the CITY shall pay the undisputed portion of the invoice, and the parties will discuss in good faith a resolution of the disputed portion. All payments shall be made from current revenues available to the CITY.

D. ***Expense Item Larger than \$500.*** If a single election expense exceeds \$500, the Contracting Officer reserves the right to invoice the CITY for such expense at the time it is incurred, supported by an invoice or receipt, rather than waiting until after Election Day. The CITY shall pay such invoice within 30 days from the date of receipt.

E. ***Estimated Cost of Services.*** A cost estimate for election expenses is attached hereto and made a part of this contract as Exhibit "C" or Exhibit "C-1", whichever is applicable. The parties agree that these are an estimate only and that the CITY is obligated to pay their respective portion of the actual expenses of the election (and runoff election, if applicable) as set forth herein. The Contracting Officer agrees to advise the CITY if it appears that the actual expenses incurred by the Contracting Officer will exceed by 20% or more the estimated expenses to be paid initially by the Contracting Officer and reimbursed jointly by the CITY.

F. ***Administrative Fee.*** The CITY shall pay the Contracting Officer a 10 % administrative fee, pursuant to the Texas Election Code, Section 31.100.

V. GENERAL PROVISIONS

A. ***Nontransferable Functions.*** In accordance with Section 31.096 of the Texas Election Code, nothing in this contract shall be construed as changing

1. the authority with whom applications of candidates for a place on the ballot are filed;
2. the authority with whom documents relating to political funds and campaigns under Title 15 of the Texas Election Code are filed; or

B. ***Joint Election.*** The parties acknowledge that the Contracting Officer may contract with other entities holding elections at the same time as the CITY on May 7, 2022 and that such elections will be held jointly.

C. ***Cancellation of Election.*** If the CITY cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall only be entitled to receive the actual expenses incurred before the date of cancellation in connection with the election and an administrative fee of \$75. The Contracting Officer shall submit an invoice for such expenses (properly supported as described in **IV. PAYMENT** above) as soon as reasonably possible after the cancellation and the CITY shall make payment therefore in a manner similar to that set forth in **IV. PAYMENT** above. The Contracting Officer agrees to use reasonable diligence not to incur major costs in connection with election preparations until it is known that the election will be held, unless the CITY authorizes such major costs in writing. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer.

D. Contract Copies to Treasurer and Auditor. In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this contract with the County Treasurer of Bastrop County, Texas and the County Auditor of Bastrop County, Texas.

E. Representatives. For purposes of implementing this contract and coordinating activities hereunder, the CITY and the Contracting Officer designate the following individuals, and whenever the contract requires submission of information or documents or notice to the CITY or the Contracting Officer, respectively, submission or notice shall be to these individuals:

F. Recount. A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this contract, CITY agrees that any recount shall take place at the offices of the Contracting Officer, and that the CITY shall serve as the Recount Supervisor, and the CITY official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator. The Contracting Officer agrees to provide advisory services to the CITY as necessary to conduct a proper recount.

G. Runoff Elections. The CITY shall have the option of extending the terms of this contract through its runoff election, if applicable. In the event of such runoff election, the terms of this contract shall automatically extend unless the CITY notifies the Contracting Officer in writing within three (3) business days of the original election. The CITY shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. The CITY agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 7, 2022 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election. The CITY agrees that the date of the runoff election, if necessary, shall be June 11, 2022, with early voting being held in accordance with the Election Code. Early Voting by personal appearance for the runoff election shall be conducted during the hours and time period and at the locations listed in Exhibit "A-1," attached hereto and made a part of this contract. The Election Day polling locations for the runoff election are those listed in Exhibit "B-1," attached hereto and made a part of this contract.

For the CITY:

Ann Franklin
City Secretary
City of Bastrop
1311 Chestnut Street/PO Box 427
Bastrop, TX 78602
Tel: (512) 332-8800
Fax: (512) 332-8819
Email: afranklin@cityofbastrop.org

For the Contracting Officer:

Kristin Miles
Elections Administrator
Bastrop County
804 Pecan Street
Bastrop, TX 78602
Tel: (512) 581-7160
Fax: (512) 581-4260
Email: elections@co.bastrop.tx.us

F. Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of Bastrop County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Bastrop County, Texas. No official, representative, agent, or employee of the CITY has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the CITY. Both the Contracting Officer and the CITY may propose

necessary amendments or modifications to this Agreement in writing in order to conduct the Election smoothly and efficiently.

G. *Entire Agreement.* This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

H. *Severability.* If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

I. *Third Party Beneficiaries.* Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

J. *Mediation.* Any controversy, claim or dispute arising out of or relating to this contract, shall be settled through mediation by the parties. The parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term “confidential” as used in this Agreement has the same meaning as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

Paul A. Hofmann, City Manager
City of Bastrop
Bastrop, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

Paul Pape
County Judge
Bastrop County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

Kristin Miles
Elections Administrator
Bastrop County, Texas

EXHIBIT “A”

EARLY VOTING DATES, TIMES, AND LOCATIONS

Time Period:

Monday, April 25, 2022 through Tuesday, May 3, 2022.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Branch Locations:

Smithville Rec Center, 106 Royston St., Smithville

Cedar Creek Tax Office Annex, 5785 FM 535, Cedar Creek

Elgin Rec Center, 361 N. Hwy 95, Elgin

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
25 8:00 am – 5:00 pm	26 8:00 am – 5:00 pm	27 8:00 am – 5:00 pm	28 8:00 am – 5:00 pm	29 8:00 am – 5:00 pm
2 7:00 am – 7:00 pm	3 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT “A-1”

EARLY VOTING DATES, TIMES, AND LOCATIONS RUNOFF ELECTION

Time Period:

Tuesday, May 31, 2022 through Tuesday, June 7, 2022.

Main Location:

Bastrop County Courthouse Annex, Lower Level Conference Room, 804 Pecan St., Bastrop, Texas 78602.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
30 NO VOTING STATE HOLIDAY	31 8:00 am – 5:00 pm	1 8:00 am – 5:00 pm	2 8:00 am – 5:00 pm	3 8:00 am – 5:00 pm
6 7:00 am – 7:00 pm	7 7:00 am – 7:00 pm			

Voting by Mail:

Kristin Miles, Bastrop County Elections Administrator, 804 Pecan Street, Bastrop, TX 78602

EXHIBIT “B”

ELECTION DAY POLLING LOCATIONS ELECTION

Wyldwood Baptist Church, 398 Union Chapel Road, Cedar Creek

River Valley Christian Fellowship, 1224 W. State Highway 71, Bastrop

Ascension Catholic Church, 804 Pine Street, Bastrop

Paige Community Center, 107 S. Main Street, Paige

Bastrop Co. ESD No. 2 Fire Station 3, 926 FM 1441, Bastrop

Calvary Baptist Church, 3001 Loop 150 East, Bastrop

Smithville Recreation Center, 106 Royston Street, Smithville

Rosanky Community Center, 135 Main Street, Rosanky

Bastrop County Substation, 5785 FM 535, Cedar Creek

Bastrop Church of Christ, 287 FM 20, Bastrop

Hills Prairie Baptist Church, 1338 State Highway 304, Bastrop

Red Rock Community Center, 114 Red Rock Road, Red Rock

Elgin Recreation Center, 361 N. Highway 95, Elgin

New Life Baptist Fellowship, 175 S. State Highway 95, Elgin

Faith Lutheran Church, 230 Waco Street, McDade

Family Worship Center, 2425 FM 1704, Elgin

Bastrop Co. ESD No. 2 Fire Station 4, 1432 N. State Highway 95, Bastrop

*****Locations Subject to Change Depending on Entities Participating in the Joint Election*****

EXHIBIT “B-1”

ELECTION DAY POLLING LOCATIONS RUNOFF ELECTION

Ascension Catholic Church Bastrop, 804 Pine St., Bastrop, Texas 78602

Locations Subject to Change Depending on Entities Participating in the Joint Election

EXHIBIT "C"
ESTIMATED COST OF ELECTION

CITY OF BASTROP

Optical Ballots and Programming Expenses	\$ 9,043.86
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
Election Kits & other precinct supplies	\$ 200.00
SUBTOTAL	\$ 9,243.86
10% ADMINISTRATIVE FEE	<u>\$ 924.39</u>
TOTAL	<u><u>\$ 10,168.25</u></u>

EXHIBIT "C-1"
ESTIMATED COST OF RUNOFF ELECTION

CITY OF BASTROP

Optical Ballots and Programming Expenses	\$ 20,500.85
Rental Fee for ExpressVote and Vote Tabulator (voting equipment)	
Staff Time and Mileage, Early Voting Clerks, Election Judges & Clerks, and Ballot Board	
 Election Kits & other precinct supplies	 \$ 200.00
 SUBTOTAL	 \$ 20,700.85
10% ADMINISTRATIVE FEE	<u>\$ 2,070.09</u>
 TOTAL	 <u><u>\$ 22,770.94</u></u>



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 13H

TITLE:

Consider action to approve Resolution No. R-2022-21 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Eva Ballard to Place 1 of the Bastrop Housing Authority, as required in Section 3.08 of the City's Charter, and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Ann Franklin, City Secretary

BACKGROUND/HISTORY:

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

Recommend approval of Resolution No. R-2022-21 of the City Council of the City of Bastrop, Texas confirming appointment by the Mayor of Eva Ballard to Place 1 of the Bastrop Housing Authority, as required in Section 3.08 of the City's Charter, and establishing an effective date.

ATTACHMENTS:

- Resolution

RESOLUTION NO. R-2022-21

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

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

WHEREAS, Mayor Connie Schroeder has appointed Eva Ballard to Place 1 of the Bastrop Housing Authority; and

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

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

Section 1: That Mayor Connie Schroeder has appointed Eva Ballard to Place 1 of the Bastrop Housing Authority.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointment of Eva Ballard to Place 1 of the Bastrop Housing Authority.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: January 25, 2022

AGENDA ITEM: 13I

TITLE:

Consider action to approve Resolution No. R-2022-12 of the City Council of the City of Bastrop, Texas, appointing Mayor Connie Schroeder as the City of Bastrop's Clean Air Coalition representative, as required in Article II of the Clean Air Coalition of the Capital Area Council of Governments by-laws; and establishing an effective date.

STAFF REPRESENTATIVE:

Paul A. Hofmann, City Manager

BACKGROUND/HISTORY:

Article II of the Clean Air Coalition of the Capital Area Council of Governments by-laws states - Representatives to the Clean Air Coalition will include elected officials appointed by governing bodies for the general members of the Clean Air Coalition. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

POLICY EXPLANATION:

- Mayor Connie Schroeder is appointed as Bastrop's representative to the Clean Air Coalition for a term ending December 31, 2023.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2022-12 of the City Council of the City of Bastrop, Texas, appointing Mayor Connie Schroeder as the City of Bastrop's Clean Air Coalition representative, as required in Article II of the Clean Air Coalition of the Capital Area Council of Governments by-laws; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Clean Air Coalition of the Capital Area Council of Governments By-Laws

RESOLUTION NO. R-2022-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPOINTING MAYOR CONNIE SCHROEDER AS THE CITY OF BASTROP'S CLEAN AIR COALITION REPRESENTATIVE, AS REQUIRED IN ARTICLE II OF THE CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BY-LAWS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The Central Texas Clean Air Coalition, herein after known as the "Clean Air Coalition" members are organizations that support the regional effort toward improvement of air quality in the Austin-Round Rock Metropolitan Statistical Area (MSA); and

WHEREAS, General members shall be local governments or Independent School Districts within the Austin-Round Rock MSA. The governing boards of general members must ratify the current clean air plan, commit to implementing selected emission reduction measures; and

WHEREAS, Representatives to the Clean Air Coalition will include elected officials appointed by governing bodies for the general members of the Clean Air Coalition; and

WHEREAS, Each general member's governing body appoints by resolution one elected official to serve on the Clean Air Coalition and shall provide written notification to the CAPCOG staff liaison.

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

Section 1: That the City Council of the City of Bastrop appoints Mayor Connie Schroeder as the City of Bastrop's Representative to the Clean Air Coalition with a term set to expire on December 31, 2023.

Section 2: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 25th day of January, 2022.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Central Texas Clean Air Coalition of the Capital Area Council of Governments

Article I – Name, Purpose, Responsibilities

The Central Texas Clean Air Coalition, herein after known as the “CLEAN AIR COALITION”, is a voluntary, unincorporated association which became linked with the Capital Area Council of Governments (CAPCOG) by a resolution that was adopted November 13, 2002.

The purpose of the CLEAN AIR COALITION is:

- To develop, adopt and implement a clean air plan to achieve and maintain compliance with federal air quality standards in Bastrop, Caldwell, Hays, Travis and Williamson Counties;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments and other organizations the flexibility to select measures best-suited to their needs and resources; and
- To provide the CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment, and improvement activities in Central Texas.

Article II – Membership

Members

CLEAN AIR COALITION members are organizations that support the regional effort toward improvement of air quality in the Metropolitan Statistical Area (MSA) for the Austin Urbanized Area, as defined by the Office of Management and Budget (OMB).

Membership Categories

There are two categories of membership for the CLEAN AIR COALITION: general members and supporting members.

General members shall be local governments or Independent School Districts (ISDs) within the MSA for the Austin Urbanized Area. The governing boards of general members must ratify the current clean air plan and commit to implementing selected emission reduction measures.

Supporting members shall act within their individual organizations to support the purpose of the CLEAN AIR COALITION and report their actions to the CLEAN AIR COALITION or CAPCOG liaison upon request.

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Supporting members are not required to appoint a representative to the CLEAN AIR COALITION meetings and are not allowed to vote.

While organizations other than local governments or school districts in the MSA may be supporting members, only local governments or ISDs in the MSA may participate in the CLEAN AIR COALITION as general members.

Changes in Membership Categories

Members may change their membership category if they meet eligibility requirements and are endorsed by a majority vote of the CLEAN AIR COALITION.

Representatives

Representatives to the CLEAN AIR COALITION will include elected officials appointed by governing bodies of the general members of the CLEAN AIR COALITION. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

Terms

1. The term of appointment for a representative shall begin on the date of appointment by the representative's governing body, and will terminate December 31st in odd numbered years.
2. There is no limit to the number of times that a representative may be re-appointed. In the case of a vacancy, the CAPCOG staff liaison shall notify the representative's governing body and that body shall appoint a replacement

Vacancy

A vacancy occurs when:

1. A representative dies;
2. A representative's term expires and the representative is not reappointed;
3. A representative is no longer an elected official;
4. A representative resigns in writing to the Committee Chair with notification to the CAPCOG liaison; or
5. A representative is removed.

Attendance

1. Representatives are expected to attend all meetings; attendance records will be maintained.
2. If within one calendar year a representative misses (and does not send a proxy) two (2) consecutive meetings the member's governing body will be notified in writing. The representative's governing body will have the option of replacing the member, if appropriate.
3. A representative may designate a proxy to attend regular and special meetings in that representative's place. The proxy's attendance will be credited for the representative's annual

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

attendance but will not be counted toward the quorum. The designated proxy will not be eligible to vote, but may participate in discussion as needed to communicate the support, concerns, or questions of the organization being represented.

4. If a representative is unable to attend a scheduled meeting, notification must be made to the CAPCOG Committee liaison at least two business days prior to the meeting for an absence to be excused.

New Members

CLEAN AIR COALITION membership may be expanded by majority vote of the CLEAN AIR COALITION. If a new member is eligible for more than one membership category, it may choose the membership category under which it wishes to participate.

Article III - Officers

Election

Election of a Chair and up to two (2) Vice-Chairs will occur at the first meeting of the calendar year, with the following representation:

- At least one (1) officer from a local governing bodies in Travis County;
- At least one (1) officer from a local governing body in either Williamson or Hays Counties; and
- Up to one (1) additional officer from a local governing body in any of the MSA counties.

If a city or ISD crosses county boundaries, it will be considered located in the county where the largest number of its residents reside.

Terms

1. Officers serve one-year terms.
2. Officers may serve a maximum of two (2) consecutive terms.
3. An officer may serve one-half of an unexpired term or less without it counting as a full term for the purposes of calculating term limits.

Vacancy

In the event an Officer is unable to fulfill his/her term, the CLEAN AIR COALITION may elect a replacement at the next regular meeting to serve the remainder of the term.

Duties

1. The Chair shall preside at all meetings of the CLEAN AIR COALITION.
2. Vice-Chairs shall perform all the duties of the Chair in the case of absence or disability and such other duties as may arise, from time to time, when required or requested by the CLEAN AIR COALITION.
3. In case the Chair and Vice-Chairs are absent or unable to perform their duties, the CLEAN AIR COALITION may appoint a Chair pro tem.

Other Officers

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The CLEAN AIR COALITION may elect other Officers from time to time to carry out its responsibilities. This may be done by a simple majority vote of the CLEAN AIR COALITION members at any regularly scheduled meeting where a quorum is present.

Article IV - Meetings

Regular Meetings

1. The CLEAN AIR COALITION shall meet on a day, time and place specified by the Chair of the CLEAN AIR COALITION.
2. Written notice, including an agenda, of each regular meeting shall be prepared by the CAPCOG liaison and mailed, or electronically transmitted, or hand-delivered to each CLEAN AIR COALITION representative at least five (5) business days before the meeting date.
3. The Chair has the discretion to allow meetings to be conducted via teleconference or video conference.

Special Meetings

1. The CLEAN AIR COALITION shall meet specially, if called by the CLEAN AIR COALITION Chair or requested in writing by at least one-third of the representatives, excluding vacancies.
2. A request by the membership for a special meeting must be in writing, addressed to the Chair, and describing the purpose or purposes of the meeting. Only business reasonably related to the purpose or purposes described in the request may be conducted at a special meeting.
3. Notice of any special meeting shall be given at least 72 hours prior to the special meeting.

Quorum and Action

1. Appointed representatives from jurisdictions located in three Counties constitute a quorum for conducting CLEAN AIR COALITION business.
2. A majority vote of the appointed representatives present at an established quorum meeting is necessary for action by the CLEAN AIR COALITION for the entire meeting.

Open Meetings and Records

1. All meetings of the CLEAN AIR COALITION shall be open to the public. It is the intention of the CLEAN AIR COALITION that meetings be open to the public.
2. Minutes or meeting notes of the CLEAN AIR COALITION meetings, documents distributed and other records are the property of CAPCOG and will be maintained in accordance with CAPCOG's Records Retention Schedule. These materials are available for public view, at the CAPCOG offices, upon receipt of a written request by the interested party.
3. Except where these bylaws require otherwise, *Robert's Rules of Order* shall govern the conduct of CLEAN AIR COALITION meetings.

Professional Conduct

CLEAN AIR COALITION representatives should maintain objectivity and professionalism when carrying out business of the CLEAN AIR COALITION. Committee members will not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. In the event that a Committee member acts in a manner which brings the work of the Committee into question or

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controversy, it shall be the responsibility of the CAPCOG Executive Director to address the incident and if appropriate, to recommend removal from the committee.

Sub-Committees:

The CLEAN AIR COALITION may create ad hoc committees or technical sub-committees as deemed appropriate.

Article V – Amendments by the Clean Air Coalition

Authority of the CLEAN AIR COALITION

CLEAN AIR COALITION may amend these bylaws at a regular or specially called meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

Effective Date

An Amendment to the bylaws takes effect when approved by the CLEAN AIR COALITION unless the amendment specifies a later effective date. Copies of amended bylaws will be distributed to CLEAN AIR COALITION representatives by the CAPCOG liaison.

Bylaws History

Adopted January 9, 2002

Amended October 15, 2003

Amended June 26, 2009

Amended May 8, 2013

Amended February 10, 2016

Amended May 8, 2019