

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

Owner: SIS Bastrop LLC
Acreage +/-10.60 Acres

This Municipal Services Plan (“**Plan**”) is entered into on this ___ day of _____ 2024 and between the City of Bastrop, Texas, a home-rule municipality of the State of Texas (“**City**”) and SIS Bastrop LLC, a Limited Liability Company (“**Owner**”).

RECITALS

WHEREAS, the described tract is situated in Bastrop County, Texas, and consists of approximately 10.60+/- acres of land situated in the City’s extraterritorial jurisdiction, such property being more particularly described and setforth in Exhibit A attached and incorporated herein by reference (“**Property**”); and

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

WHEREAS, when a municipality elects to annex such an area, the municipality is required to enter into a written agreement with the property owner that sets forth services to be provided by the municipality for the properties in the affected area; and

WHEREAS, the City services to be provided for the Property on or after the effective date of annexation are provided for herein.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **PROPERTY.** This Plan is only applicable to the Property, more specifically described in Exhibit A.
2. **INTENT.** It is the intent of the City that this Plan provide for the delivery of full, available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.** Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Plan, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable City ordinances, and all approved rules, regulations, and policies.

The City hereby declares the following services to be made available to the Property and its Owner(s):

- a. **Police Services.** The City provides municipal police protection through a City Police Department and will provide the service to the area once annexed.
- b. **Fire Services.** The City of Bastrop intends to submit a petition to remove the area from ESD #1 territory, per the Health and Safety Code, Section 775.022 (a) to become the sole provider of emergency services to the annexed area. Until the petition process is complete, fire suppression will continue to be provided from ESD #1, as provided by such service provider's authorized service plans and approved areas, and as approved by the citizens in the election for ESD services for this tract.

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

- c. **Building Inspection/Code Enforcement Services.** The City of Bastrop will provide building inspection and code enforcement services upon annexation. The Building Inspection Department will also assist in issuance and enforcement activities related to all other applicable City of Bastrop Codes and regulations that apply to building construction within the City of Bastrop.
- d. **Libraries.** Bastrop Public Library provides library services.
- e. **Environmental Health & Health Code Enforcement.** The Bastrop County Health Department will continue to oversee the enforcement of the State, County, and City of Bastrop's health ordinances and regulations, for example, those related to inspections of commercial kitchens, mobile food vendors, food preparation establishments, and handling operations. The City will perform other enforcement of the City of Bastrop's health and sanitation ordinances and regulations, including but not limited to weed, brush control, and control over junked and abandoned vehicles. This service will be provided by the City's Code Enforcement Department and Police Department and shall begin in this Property on the effective date of the annexation. Additionally, the City's control of dilapidated structures will be handled by the City pursuant to its regulations and Code.
- f. **Planning & Zoning.** The planning and zoning jurisdiction of the City will be extended to this area on the effective date of the annexation ordinance. All services provided by the City will be extended to the area on the effective date of the annexation ordinance.

- g. Parks & Recreation.** All services and amenities associated with the City’s Parks and Recreation activities will extend to the Property on the effective date of the annexation ordinance.
- h. Street & Drainage Maintenance.** The City will maintain public streets over which the City has jurisdiction. Maintenance to the street facilities will continue to be provided in accordance with the City's policies and procedures for City streets and roadways. Bastrop County shall continue to be responsible for County Roads, and TxDOT shall continue to be responsible for State of Texas highways and farm to market roadways, pursuant to their statutory authorities. As new subdivisions and development occurs within the Property, the developers of property may be required to dedicate appropriate right-of-way and construct City streets in accordance with the City of Bastrop's Subdivision Code, regulations, and policies that are in place at the time of the development. Upon completion of, dedication to, and the City's acceptance of, new streets and public rights-of-way, the City shall provide ongoing operation and maintenance for those streets, rights-of-way, and roadways.

The City will provide maintenance on existing public drainage systems and floodplain management of the Property. Developers will provide stormwater drainage and meet floodplain requirements as per the City's Code, regulations, and policies, and such facilities will be inspected by the City's Engineer at the time of completion of such facilities. The City will maintain public drainage facilities within the City right-of-way, as per the City's Code, regulations, and policies.

- i. Street Lighting.** The City will provide street lighting to the Property in any public right-of-way in accordance with standard City Policy as the Property develops.
- j. Traffic Engineering.** The City will provide, as appropriate, street names signs, traffic control devices, and other traffic system design improvements to the Property.
- k. Sanitation/Solid Waste Collection & Disposal.** The City does not directly provide municipal sanitation/solid waste collection and disposal services. However, the City has granted an exclusive franchise for these services to Progressive Waste Solutions of TX d/b/a Waste Connections of Texas, which will be notified of all newly-annexed parcels.
- l. Water Service.** The Property will be served water by the AQUA.
- m. Sewer Service.** The Property will be served by wastewater service by the City of Bastrop. Extension of services to serve the Property will be at the Owner’s expense.
- n. Miscellaneous.** All other applicable municipal services will be provided to the Property in accordance with policies established by the City.

It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

The City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

4. **AUTHORITY.** City represents that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Plan.
5. **SEVERABILITY.** If any term or provision of this Plan is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Plan shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Plan a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.
6. **INTERPRETATION.** The Parties to this covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The Parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
7. **GOVERNING LAW AND VENUE.** This Plan and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Plan are performable in Bastrop County, Texas such that exclusive venue for any action arising out of this Plan shall be in Bastrop County, Texas.
8. **NO WAIVER.** The failure of either Party to insist upon the performance of any term or provision of this Plan or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
9. **GOVERNMENTAL POWERS.** It is understood that by execution of this Plan, the City does not waive or surrender any of its governmental powers or immunities.
10. **COUNTERPARTS.** This Plan may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
11. **CAPTIONS.** The captions to the various clauses of this Plan are for informational purposes only and shall not alter the substance of the terms and conditions of this Plan.
12. **PLAN BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Plan is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Plan constitutes covenants running with the land comprising the Property and is binding on the Owner.
13. **ENTIRE PLAN.** It is understood and agreed that this Plan contains the entire agreement

between the Parties and supersedes any and all prior agreements, arrangements or understandings between the Parties relating to the subject matter, except as may be set forth in the Development Agreement. No oral understandings, statements, promises or inducements contrary to the terms of this Plan exist. This Plan cannot be changed or terminated orally.

[The remainder of this page intentionally left blank.]

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

CITY:

City of Bastrop, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Ann Franklin

Title: City Secretary

By: _____

Name: Sylvia Carrillo-Trevino

Title: City Manager

THE STATE OF TEXAS §

COUNTY OF BASTROP §

This instrument was acknowledged before me on this ____ day of _____, 2024, by Sylvia Carrillo-Trevino, City Manager of the City of Bastrop, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

SIS Bastrop, LLC

(a Texas limited Liability Company)

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

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

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

(SEAL)

Notary Public, State of Texas

EXHIBIT A
Property Description