

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



December 12, 2017 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.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during 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.

1. CALL TO ORDER

- 2. PLEDGE OF ALLEGIANCE** – Cadet Commanding Officer, Kayla Simon; Cadet Seaman, Alex Holder; and Seaman, Riley Dunn, Bastrop High School Navy Junior Reserve Officers Training Corps (NJROTC)

TEXAS PLEDGE OF ALLEGIANCE

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

3. INVOCATION - Reverend Bob Long

4. PRESENTATIONS

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

5. WORK SESSION/BRIEFINGS

- 5A. Receive presentation regarding Park Land Dedication at Bob Bryant Park and Extension of the Boys & Girls Club Contract.

- 5B. Receive presentation on proposed update to Subdivision ordinance, Part 2.
- 5C. Provide update on The Villages at Hunters Crossing and compliance with Conditional Use Permit (CUP).

6. STAFF AND BOARD REPORTS - NONE

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. 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 Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the consideration of that item.

It is not the intention of the City of Bastrop to provide a public forum for the embarrassment or demeaning of any individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty and/or integrity of the Council, as a body, or any member or members of the Council individually or collectively, or members of the City's staff. Accordingly, profane, insulting or threatening language directed toward the Council and/or any person in the Council's presence will not be tolerated.

8. CONSENT AGENDA

The following may be acted upon in one motion. A Councilmember or a citizen may request items be removed from the Consent Agenda for individual consideration.

- 8A. Consider action to approve minutes from the November 28, 2017 meeting.
- 8B. Consider action to approve Resolution No. R-2017-98 of the City Council of the City of Bastrop, Texas approving the 2018 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.
- 8C. Consider action to approve Resolution No. R-2017-103 of the City Council of the City of Bastrop, Texas adopting the Budget Planning Calendar for the Fiscal Year 2019, attached as Exhibit A; repealing all resolutions in conflict; and providing an effective date.
- 8D. Consider action to approve the second reading of Resolution No. R-2017-96 of the City Council of the City of Bastrop, Texas, approving the terms of an economic development performance agreement between the Bastrop Economic Development Corporation and Seton Family of Hospitals; approving the terms of an agreement for construction of stormwater drainage improvements with Seton Family of Hospitals and 71 Retail Partners, LP, in an amount exceeding ten thousand dollars (\$10,000); repealing all resolutions in conflict; providing severability; and providing an effective date.

- 8E. Consider action to approve the second reading of Resolution No. R-2017-97 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development funds for the extension of the public road known as Agnes Street as an infrastructure improvement project in an amount exceeding ten thousand dollars (\$10,000); repealing all resolutions in conflict; and providing an effective date.


9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve the first reading of ordinance No. 2017-29 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances to provide for creating and enacting Chapter 1, Article 1.19, of the Bastrop Code of Ordinances; creating a Youth Advisory Council and providing for the Council's Organization, Membership, Responsibilities, and Resources; and providing for findings of fact, enactment, effective date, repealer, severability, codification, and proper notice and meeting.
- 9B. Consider action to approve Resolution No. R-2017-104 of the City Council of the City of Bastrop, Texas adopting the Bastrop Election Calendar for the May 5, 2018 and possible run-off election on June 9, 2018, attached as Exhibit A, and providing an effective date.
- 9C. Consider action to approve the first reading of Ordinance No. 2017-30 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12, titled "Traffic and Vehicles", Article 12.12, titled "Golf Carts" and regulating the operation of golf carts on public streets; providing for a penalty for the violation of this ordinance; providing for repealing, savings, and severability clauses; and move to include on the January 9, 2018 agenda for a second reading.
- 9D. Consider action to approve the first reading of Ordinance No. 2017-31 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances by amending Chapter 3, by adding article 3.21, "Streets: Public Right-of-Way Management" and adding sections to provide for definitions, municipal authorization, registration, compensation and fees; provide for administration and enforcement; provide for construction obligations; permit required; provide for construction obligations; permit required; provide for conditions of public right-of-way occupancy; provide for insurance requirements and indemnity; providing for improperly installed facilities; provide for restoration of property; provide for revocation or denial of permit; provide for appeal from denial of permit; provide for inspections; provide for abandoned facilities; provide that underground installation preferred; provide for courtesy and proper performance; provide for signage; providing for graffiti abatement; providing for alternate means or method; waiver; provide for legal action; provide for a design manual; provide for prohibited or restricted areas for wireless facilities in the right-of-way; provide for preferred locations; provide for order of preference regarding attachment to existing facilities; provide for placement requirements; provide for concealment or camouflage required when possible; provide for general requirements; provide for electrical supply; provide for installation and inspections; provide for requirements in regard to removal, replacement, maintenance and repair; provide for requirements upon abandonment; provide for general provisions; provide for insurance, indemnity, bonding and security deposits; provide for design manual updates; provide for administrative hearing – request for exemption; and providing for the following: findings of fact, enactment, repealer, severability, codification, effective date, and proper notice & meeting and move to include on the January 9, 2018 City Council agenda for a second reading.

- 9E. Hold public hearing and consider action to approve the first reading of Ordinance No. 2017-32 of the City Council of the City of Bastrop, Texas amending the Code Ordinances, Chapter 14 titled "Zoning", Section 37 titled "Exterior Construction Requirements", providing a repealing clause; providing a severability clause; providing a savings clause; and providing for an effective date; and move to include on the January 9, 2018, agenda for a second reading.
- 9F. Consider action to approve Resolution No. R-2017-105 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as The Colony 1A, Section 1, Phase A, being 23.965 acres out of the Jose Manuel Bangs Survey, located west of FM 969 and south of the future extension of Sam Houston Drive, within the extra-territorial jurisdiction of Bastrop, Texas, attached as Exhibit A; repealing all conflicting resolutions; and providing an effective date.
- 9G. Consider action to approve Resolution No. R-2017-106 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as The Colony MUD 1A, Section 2A, being 15.377 acres out of the Jose Manuel Bangs Survey Abstract 5, located west of FM 969, within the extra territorial jurisdiction of Bastrop, Texas, attached as Exhibit A, repealing all conflicting resolutions; and providing an effective date.
- 9H. Consider action to approve Resolution No. R-2017-107 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as The Colony 1A, Section 2B, being 8.312 acres out of the Jose Manuel Bangs Survey, located west of FM 969 and north of the future extension of Sam Houston Drive, within the extra-territorial jurisdiction of Bastrop, Texas, attached as Exhibit A, repealing all conflicting resolutions; and providing an effective date.
- 9I. Consider action to approve Resolution No. R-2017-108 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as Pecan Park, Section 6B, being 14.00 acres out of the Mozea Rousseau Survey, Abstract 56, located south of the extension of Childers Drive, within the city limits of Bastrop, Texas, attached as Exhibit A, repealing all conflicting resolutions; and providing an effective date.
- 9J. Hold public hearing and consider action to approve Resolution No R-2017-109 of the City Council of the City of Bastrop, Texas, granting a variance to Bastrop Code of Ordinances Article 4.02.004 Sale of Alcoholic Beverages, Distance of premises from a church, school, or hospital, on property located at 1006 Main Street, within the city limits of Bastrop, Texas, establishing an effective date.
- 9K. Hold public hearing and consider action to approve the first reading of Ordinance No. 2017-28 of the City Council of the City of Bastrop, Texas, approving an amendment to the Bastrop Code of Ordinances, Chapter 4, Titled "Business Regulations", Article 4.02, Titled "Sale of Alcoholic Beverages" and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting and move to include on the January 9, 2018, agenda for a second reading.
- 9L. Consider action to approve Resolution No. R-2017-88 of the City Council of the City of Bastrop, Texas awarding a contract for services associated with operating, supporting, staffing and providing a public pool to the YMCA of Austin – Bastrop Branch, at a cost of Thirty-Thousand and 00/100 Dollars (\$30,000.00), as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

- 9M. Consider action to approve Resolution No. R-2017-112 of the City Council of the City of Bastrop, Texas authorizing a twenty-five (25) year lease agreement between the City of Bastrop, Texas and the Bastrop Community Senior Center, Inc. for the Bastrop Activity Center located at 1209 Linden Street, Building A, attached as Exhibit A in consideration for Ten and 00/100 Dollars per year and assistance to the City when property is required to be a shelter; authorize the City Manager to execute all necessary documents; providing a repealing clause; and providing an effective date.
- 9N. Consider action to approve Resolution No. R-2017-113 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor to the Historic Landmark Commission and Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.
- 9O. Consider action to approve Resolution No. 2017-114 of the City Council of the City of Bastrop, Texas, ratifying the purchase of 0.041 acre tract adjacent to the cemetery property, Bastrop County property I.D. 123510, Farm Lot 67 E M St., approving a purchase price of Three Thousand Four Hundred and 00/100 Dollars (\$3,400.00), authorizing execution of documentation, and providing for a repealer, severability, and an effective date.
- 9P. Consider action to approve Resolution No. 2017-115 of the City Council of the City of Bastrop, Texas, assigning voting rights by proxy by the City of Bastrop, Texas to Noe Reyes, Esquire, for the Pine Forest Property Owner's Association 2018 Annual Meeting; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and providing an effective date.
- 10. EXECUTIVE SESSION - NONE**
- 11. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION IN CLOSED/EXECUTIVE SESSION**
- 12. ADJOURNMENT**

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, December 8, 2017 at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 4A

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

ACTIVITIES OF MAYOR SCHROEDER SINCE THE LAST COUNCIL MEETING

- November 29
 - Women Elected Officials Luncheon
 - Free Range Chicken Meeting
- November 30 – Ribbon Cutting; Twisted Kuntry Truck & Trailer Repair

Report submitted on November 30, the meetings/events planned between now and Council are:

- December 1
 - First Friday Art Walk
 - A Christmas Carol Rag at the Bastrop Opera House
- December 2 – Snow Day at Fisherman's Park
- December 4-7 – Emergency Management Training
- December 6
 - Joint Work Session Council and BAIPP
 - Joint Work Session Council and Main Street
- December 7
 - Chamber's "Mingle and Jingle"
 - KVUE "My Home Town" Interview
 - Farm Street Opry
- December 8
 - TEDC Sales Tax Workshop
 - Rendezvous Ball
- December 9
 - Historic Home Tour
 - Lighted Christmas Parade
- December 11 – Robotics Showcase (EDC sponsored)
- December 12 – City Council Meeting

Upcoming Events:

- December 13
 - Quarterly Community Support Meeting
 - TML Region 10 Meeting
- December 16 – Sip, Shop and Swirl
- December 18 – BEDC Board Meeting
- December 19 – BEDC Open House
- January 3 – Chamber Luncheon
- January 4 – Farm Street Opry
- January 5 – First Friday Art Walk



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 4B

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: December 12, 2017

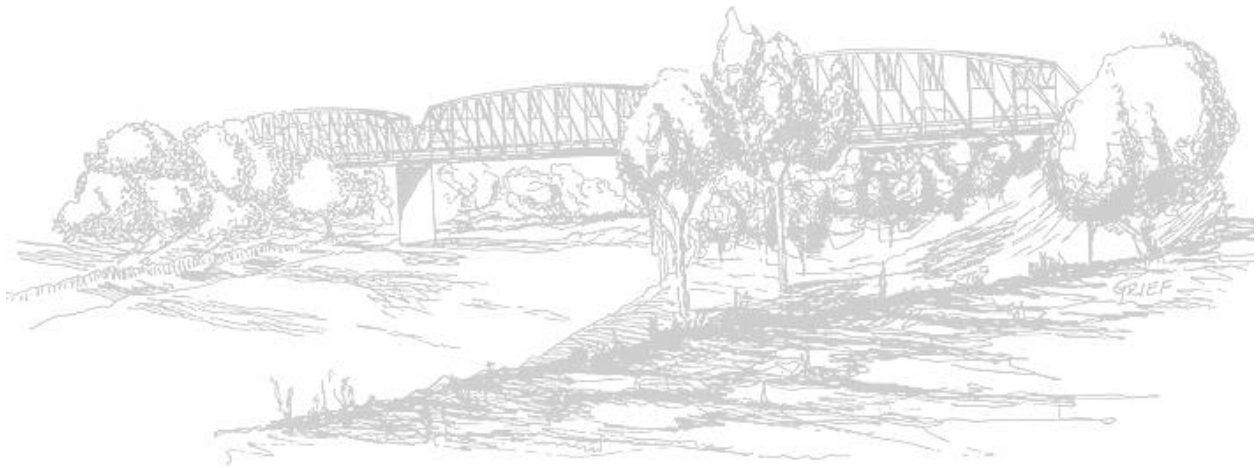
AGENDA ITEM: 4C

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 5A

TITLE:

Receive Presentation regarding Park Land Dedication at Bob Bryant Park and Extension of the Boys & Girls Club Contract.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

The City entered into an agreement with the Boys and Girls Club of Bastrop, Texas on November 29, 2005, granting the Club certain limited access easement rights over and across a one-acre tract of City owned municipal park land for the purpose of erecting a Boys and Girls Club Facility. This agreement required the Boys and Girls Club to be in construction by December 31, 2015, or to provide written documentation demonstrating that the Club has raised \$300,000 in contributions and donations by December 31, 2012. If the fiscal requirements had been met by December 31, 2017, the City would have granted an additional five years from December 31st of the seventh year, which would have extended the contract to December 31, 2017.

The Boys and Girls Club approached the City of Bastrop in June 2015 and requested a five-year extension to the original agreement. However, in the November 10, 2015 Bastrop City Council meeting, the City Manager requested direction from City Council and no action was taken. Although consensus was to bring it back in 2017 since this date was the last year referenced in the contract.

The Boys and Girls Club did not meet the agreement terms. Therefore, the land automatically reverted back to the City of Bastrop, Texas on January 1, 2016.

POLICY EXPLANATION:

In accordance with Chapter 253 of the Local Government Code sub section (B), municipalities are not allowed to sale parkland without first submitting it to the qualified voters of the municipality. If an election is held and the majority of voters elect to sale the property, it may be sold.

Chapter 253 Sale or Lease of Property by Municipalities:

SALE OF PARK LAND, MUNICIPAL BUILDING SITE, OR ABANDONED ROADWAY. (a) Except as provided by Subsection (b), the governing body of a municipality may sell and convey land or an interest in land that the municipality owns, holds, or claims as a public square, park, or site for the city hall or other municipal building or that is an abandoned part of a street or alley. A sale under this section may include the improvements on the property.

Subsection B

(b) Land owned, held, or claimed as a public square or park may not be sold unless the issue of the sale is submitted to the qualified voters of the municipality

at an election and is approved by a majority of the votes received at the election; provided, however, this provision shall not apply to the sale of land or right-of-way for drainage purposes to a district, county, or corporation acting on behalf of a county or district.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Staff recommends that the City continue to maintain this site as parkland in accordance with State Law. If at any time in the future the Boys & Girls Club of Bastrop can provide a funding source and would like to build a facility, the City Council, at that time, can take appropriate action to begin the process of finding a suitable location.

ATTACHMENTS:

- PowerPoint Presentation on Bob Bryant Park Land



Park Land Dedication At Bob Bryant Park

Park History

History:

In 2005 The park land was dedicated to the City of Bastrop for the park now know as Bob Bryant Park. The Bryant Family desired a 1 Acre tract of land to be used specifically for indoor youth recreation. The 1990 Census data revealed 33% of the Population was categorized below the poverty level. The Median age was 33.9 years old. This demographic indicates the majority of residents were working parents, since 28.5 % of the population were 18 years of age or younger.



Park History continued

Boys & Girls Club Agreement Continued:

The City, as part of the park land dedication, assigned a 1 acre tract for indoor recreation and with the demographic information the Boys & Girls Club of Bastrop was a perfect fit. So, an agreement was executed on the 29th of November 2005 giving the Boys & Girls Club of Bastrop the tract of land to build a building to be used for indoor recreation. In the agreement, the Boys & Girls Club were required to have a building built within ten (10) years of December 31, 2005. The Club could receive an extension if they could provide evidence that \$300,000 had been raised by year seven (7). None of the fiscal requirements were met. Therefore the land automatically reverted back to the City of Bastrop January 1, 2016.



Local Government Code

Chapter 253 Sale or Lease of Property By Municipalities

SALE OF PARK LAND, MUNICIPAL BUILDING SITE, OR ABANDONED ROADWAY. (a) Except as provided by Subsection (b), the governing body of a municipality may sell and convey land or an interest in land that the municipality owns, holds, or claims as a public square, park, or site for the city hall or other municipal building or that is an abandoned part of a street or alley. A sale under this section may include the improvements on the property.

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(b) Land owned, held, or claimed as a public square or park may not be sold unless the issue of the sale is submitted to the qualified voters of the municipality at an election and is approved by a majority of the votes received at the election; provided, however, this provision shall not apply to the sale of land or right-of-way for drainage purposes to a district, county, or corporation acting on behalf of a county or district.





STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 5B

TITLE:

Receive presentation on proposed update to Subdivision ordinance, Part 2.

STAFF REPRESENTATIVE:

Dave Gattis, Interim Planning Director

ATTACHMENTS:

PowerPoint Presentation



Subdivision Ordinance Updates
Part 2
City Council
December 12, 2017



Subdivision Ordinance Update Status

- Work session on Part 1 held in October and November
- Text of Part 1 release pending City Attorney approval



Proposed Update Strategy and Schedule

- Divides Ordinance into thirds:
 - Policies, Procedures, etc.
 - Tree preservation, Park dedication, Street design, Lots and Blocks
 - Drainage design, Water and Sewer, Electrical, Street lights and other utilities, Street trees
- Schedule
 - P&Z work session - 10/26
 - City Council work session – 11/4
 - Part 2 P&Z work session – 11/30
 - **Part 2 City Council work session – 12/12**
 - Part 3/total ordinance – P&Z Special meeting - 1/4/18 - Postponed
 - Part 3/Total ordinance – City Council work session – 1/9/18 - Postponed
 - Recommendation by P&Z – 1/25/18 - Postponed
 - Action by City Council – 2/13 and 2/27/18 - Postponed
- Review draft will be sent to you (and to public stakeholders) after review by City Attorney



Part 2 Changes Proposed

- New standards for subdivision design approach
- New tree preservation requirements
- Revised standards for easements
- New street standards
- New requirements for lots and blocks
- Standards for survey monuments and property corners



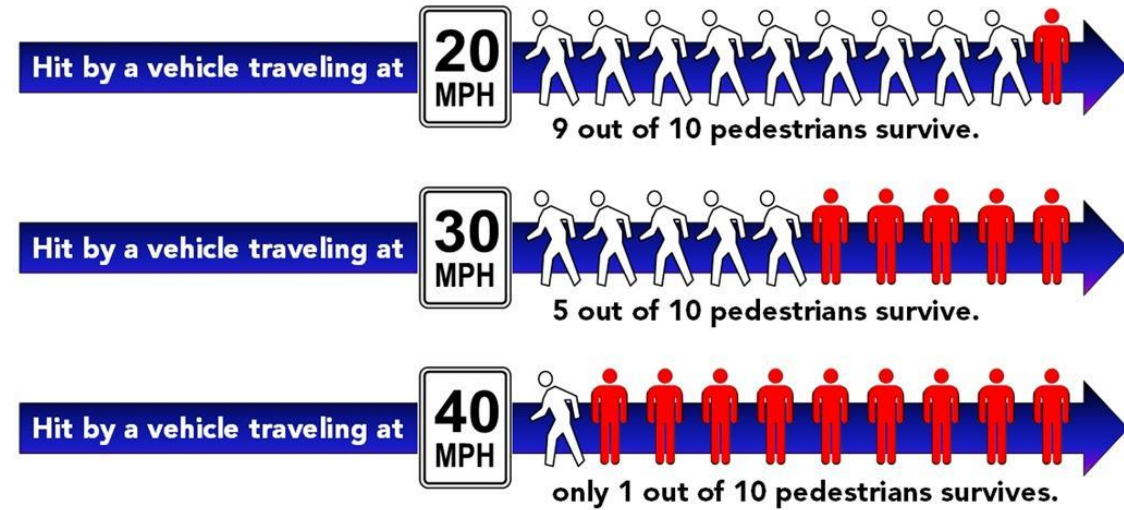
Design Approach-City

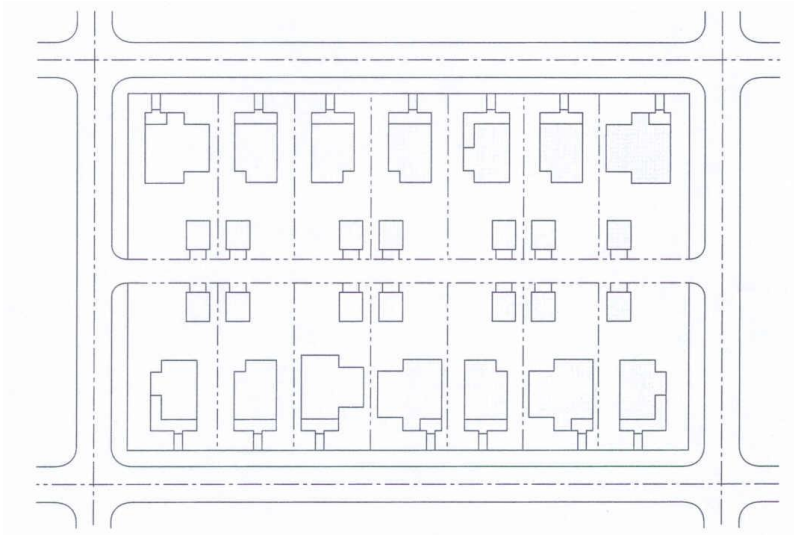
- Two approaches:

- City
- Rural

- City Standards

- Streets classified by movement, with slower design speeds.
- Streets designed for walkability, with vehicles as secondary.
- Rectangular grid is not required, but encouraged through interconnectivity.
- Sidewalks and street trees are required on both sides of street.
- Cul-de-sacs are generally prohibited. Where allowed, they are short.
- Alleys required for rear vehicle access.
- Maximum block perimeters are 1600 feet, unless broken by a interconnecting sidewalk or Civic Space lot.





PLAN: SINGLE-FAMILY DETACHED

Source: Skidmore, Owings & Merrill LLP

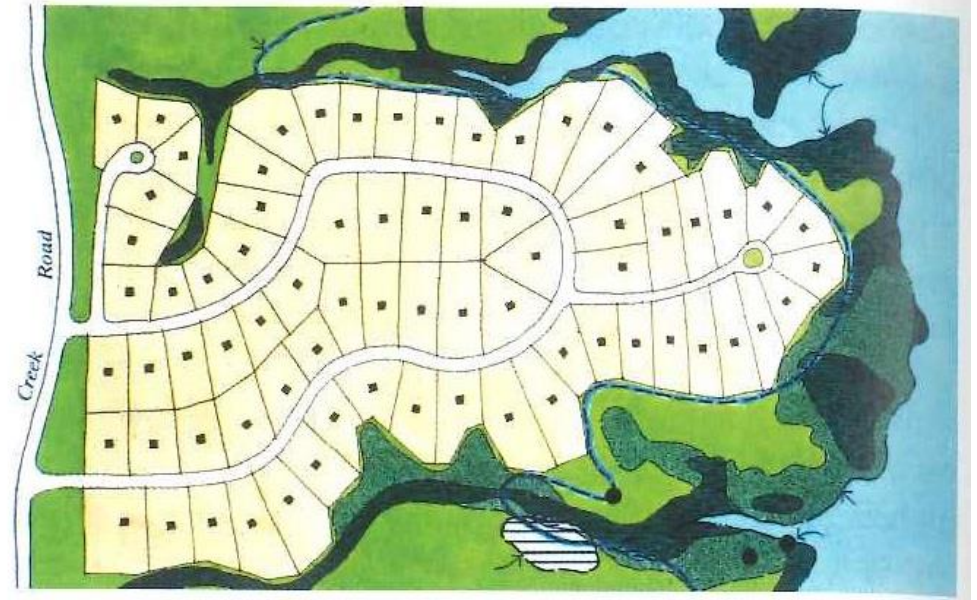
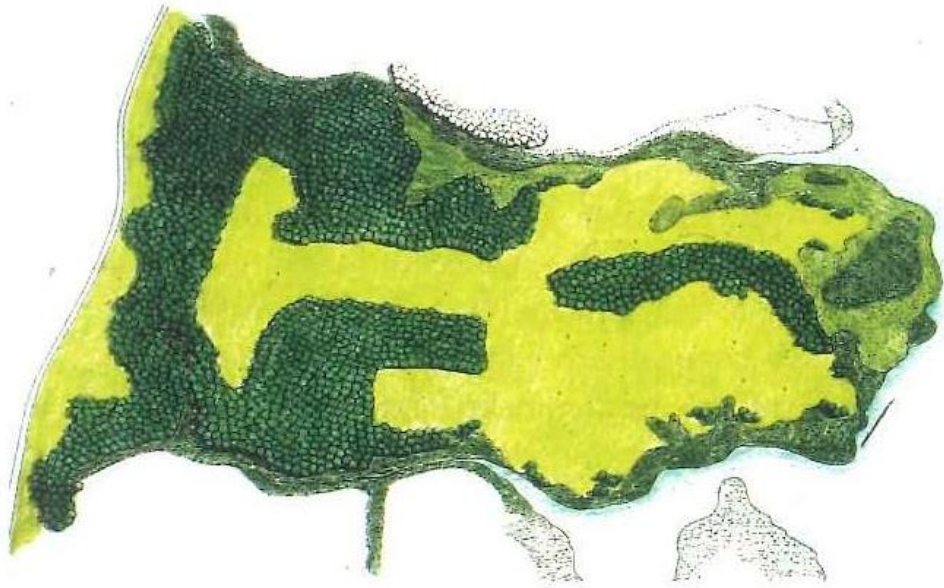




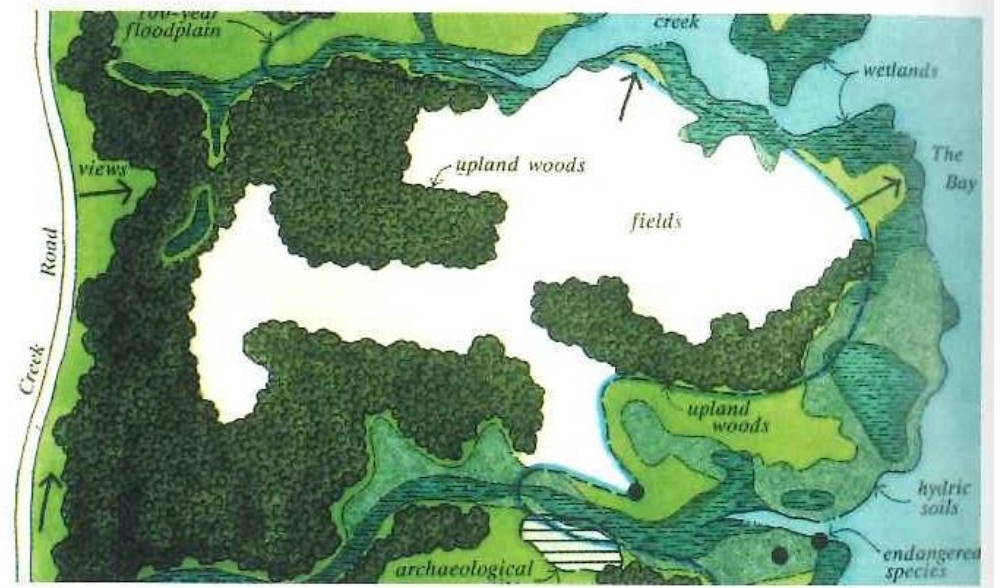
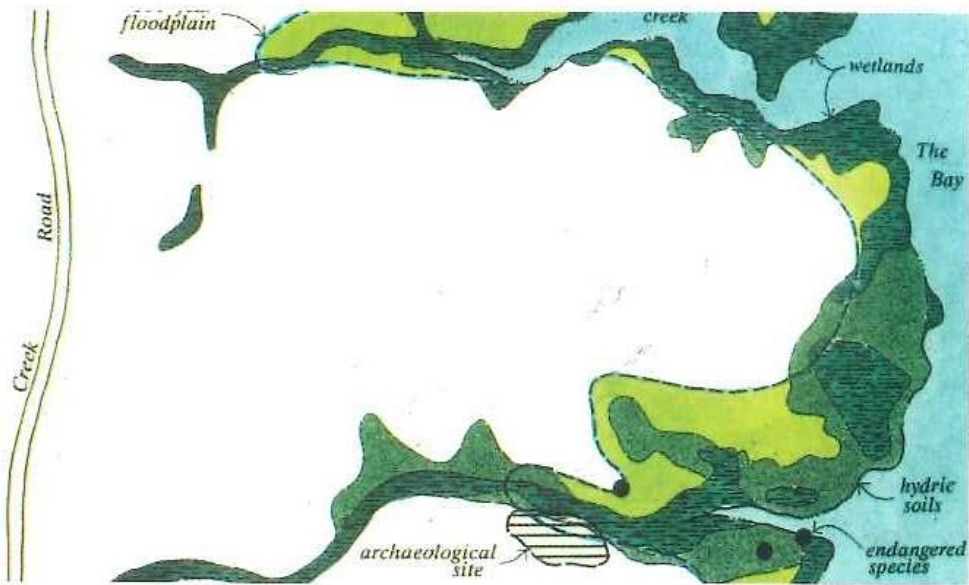
Design Approach-Rural

- Intended for use in extraterritorial jurisdiction (ETJ)
 - Limits on ability to control uses and density in ETJ, but
 - Can limit based on septic tanks and on impervious cover.
 - Limit of 1 dwelling unit per acre, and/or 30% impervious cover.
- Five step design process:
 1. Evaluate existing conditions and calculate lot yield.
 2. Identify primary and secondary conservation areas.
 3. Identify potential development areas and locate house sites.
 4. Align streets and trails to access house sites.
 5. Draw lot lines, leaving conservation areas as common areas with conservation or agricultural easements.

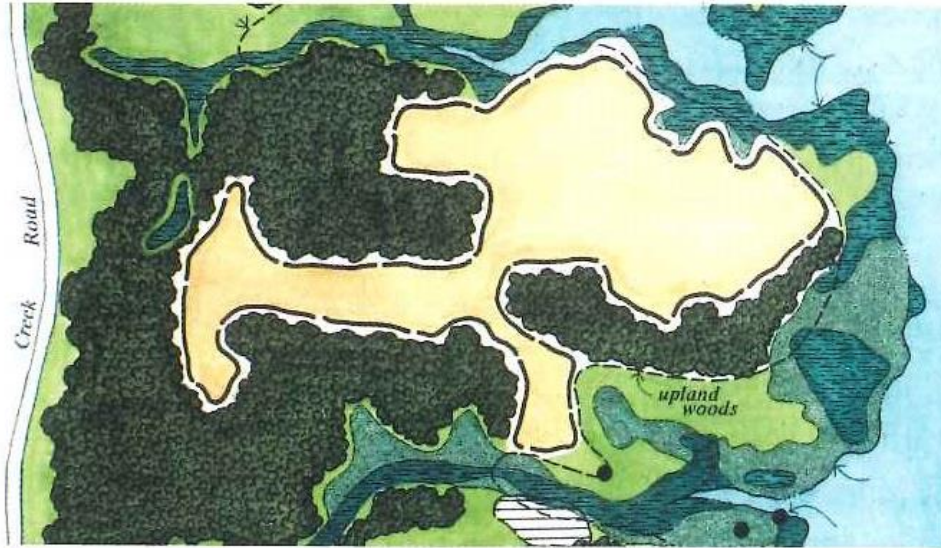




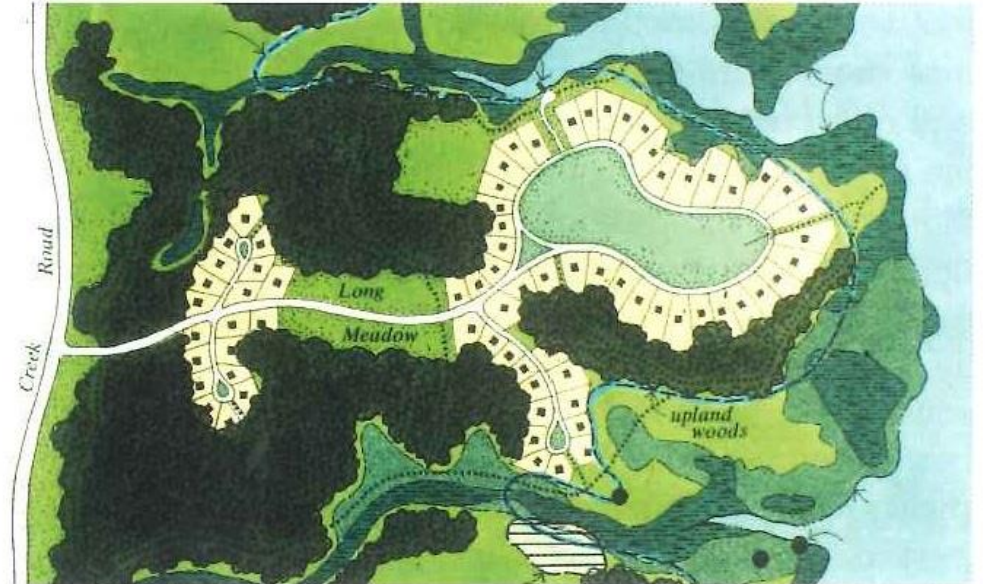
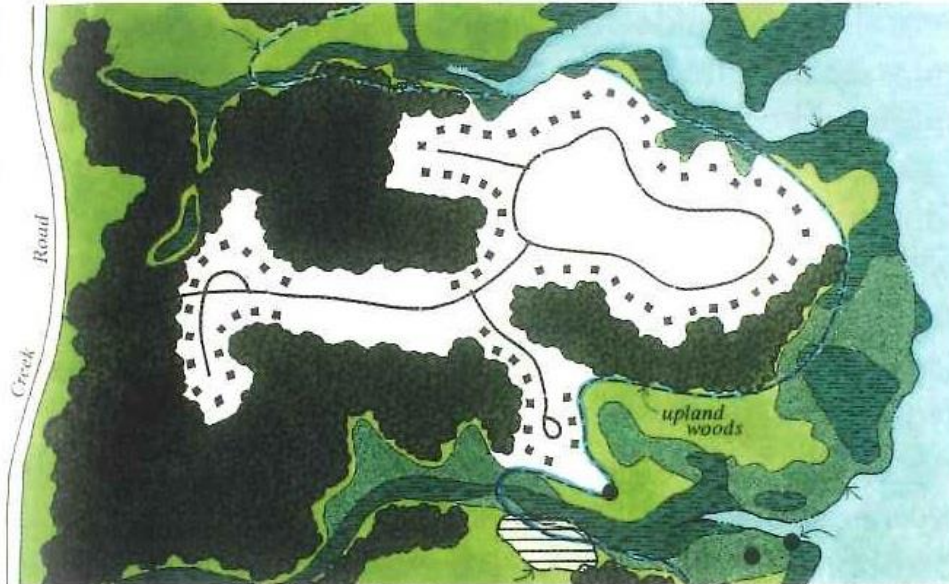
Initial Site Evaluation and Lot Yield



Identify Primary and Secondary Conservation Areas



Potential Development Areas and Locate House Sites



Align Streets and add Lot Lines

Maintaining Rural Character

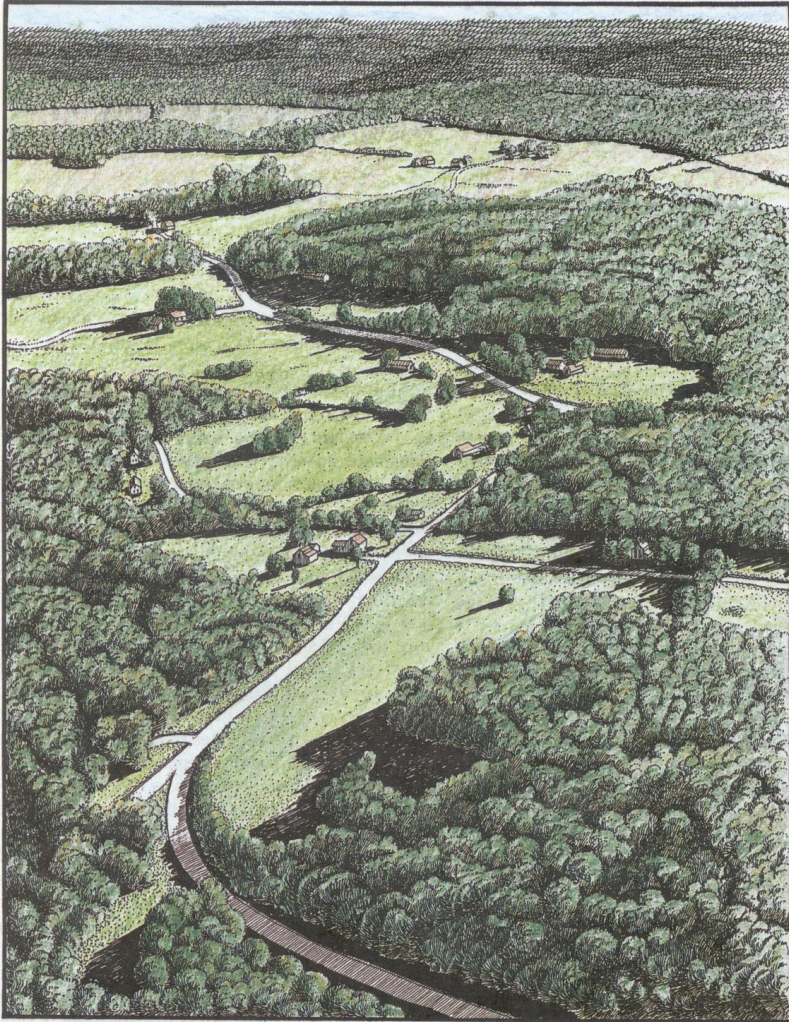


Figure 7-1. Aerial view of existing situation.

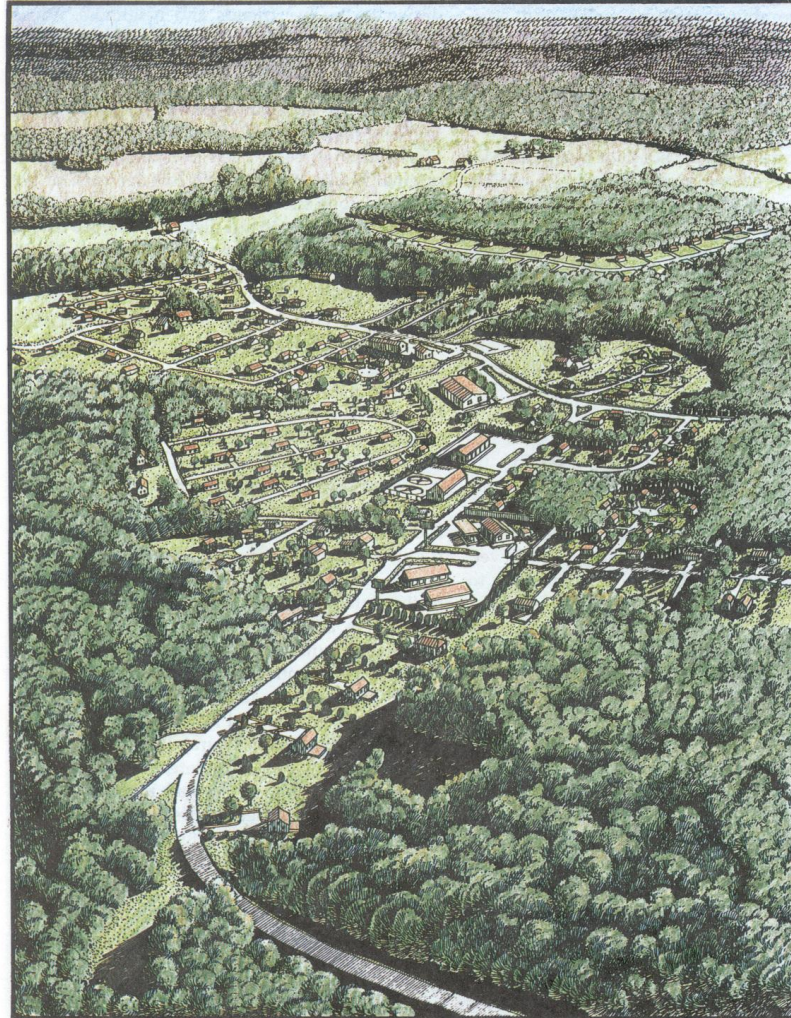


Figure 7-2. Aerial view after conventional development.

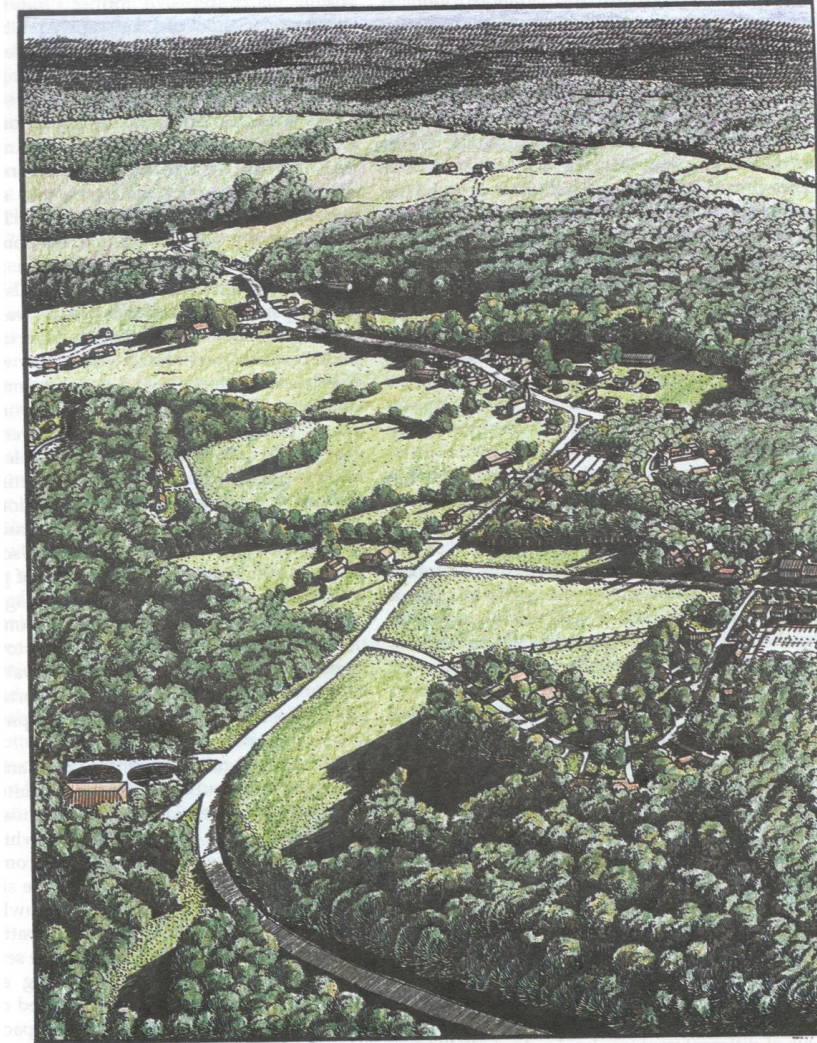
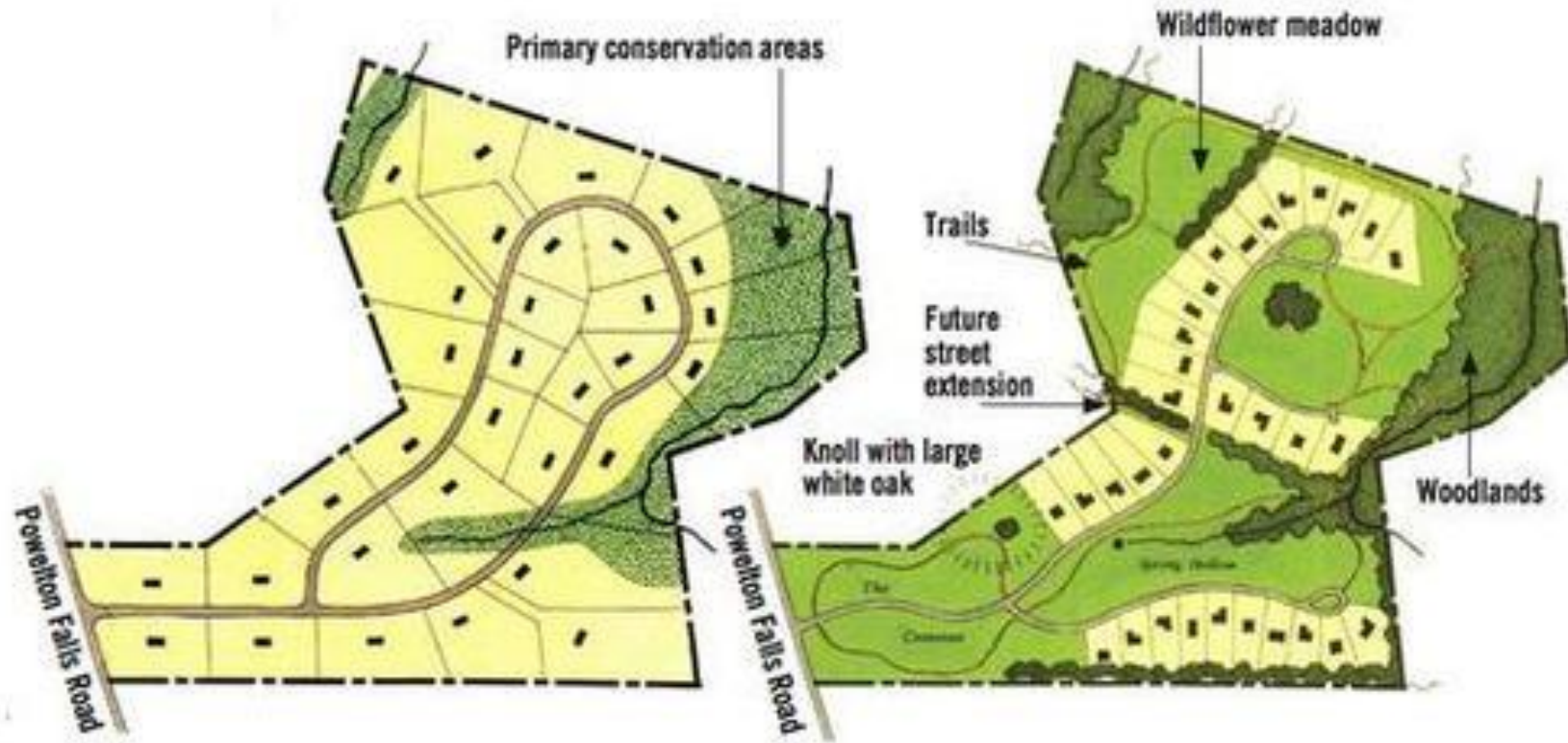


Figure 7-3. Aerial view after creative development.

Example of Rural Design Approach

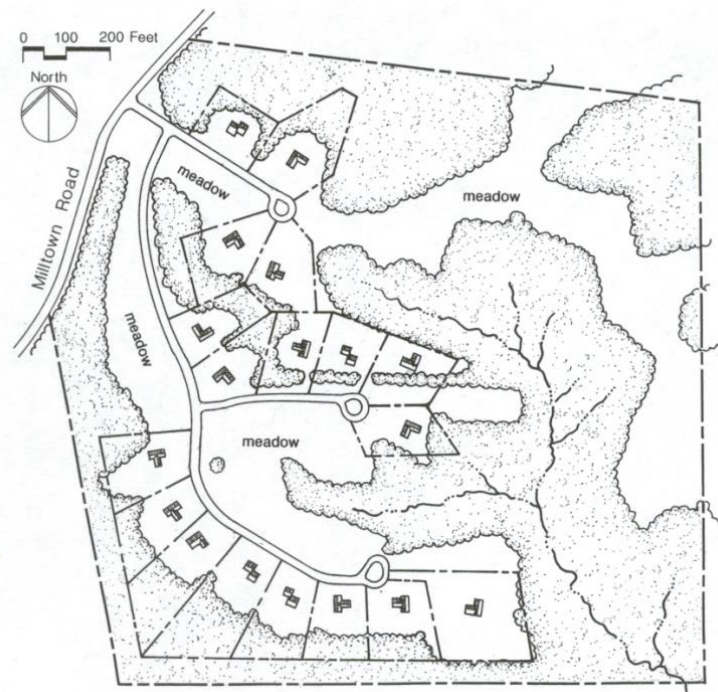


Conservation Subdivisions



Figure 4-2. CONVENTIONAL LAYOUT AT PREEXISTING DENSITY.

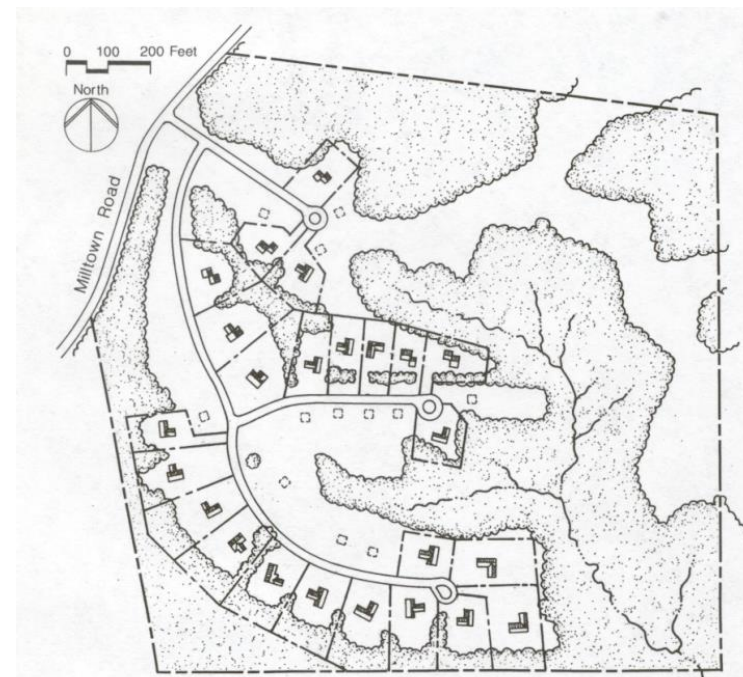
Minimum lot size: 80,000 square feet
 Overall density: One dwelling per 80,000 square feet adjusted tract acreage
 Lot yield: 18 lots
 Conservation land: None
 Lot size range
 Minimum: 80,000 square feet (1.8 acres)
 Typical: 80,000 square feet (1.8 acres)
 Maximum: None



Minimum Lot Size: 100 ft. x 200 ft.
 Maximum Average Lot Size: 135 ft. x 300 ft.

Figure 4-3. OPTION 1: NEUTRAL DENSITY AND BASIC CONSERVATION.

Maximum density: One dwelling per 80,000 square feet adjusted tract acreage
 Lot yield: 18 lots (maximum)
 Conservation land: 50 percent (minimum) of adjusted tract acreage
 Lot size range
 Minimum: 20,000 square feet (0.46 acres)
 Typical: 30,000 square feet (0.68 acres)
 Maximum: 40,000 square feet (0.91 acres), on average

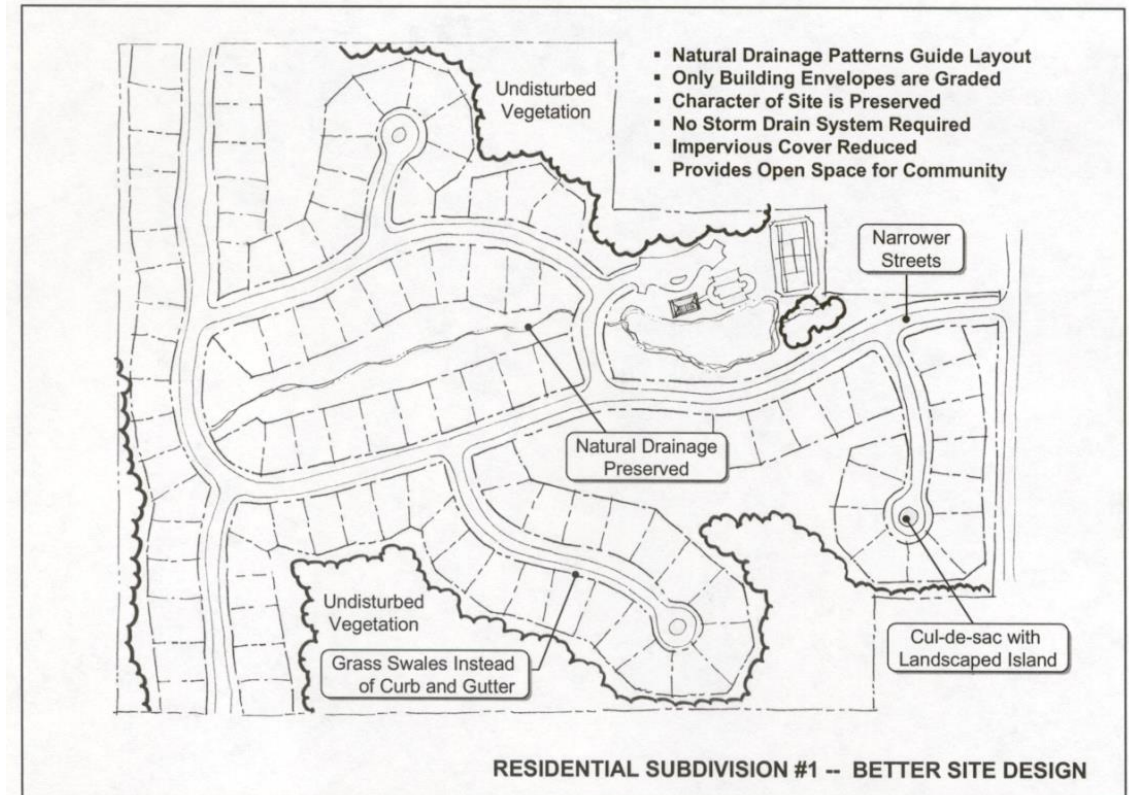


Minimum Lot Size: 80 ft. x 150 ft.
 Maximum Average Lot Size: 120 ft. x 200 ft.
 off-lot septic system icon

Figure 4-4. OPTION 2: ENHANCED CONSERVATION AND DENSITY.

Maximum density: One dwelling per 60,000 square feet adjusted tract acreage
 Lot yield: 24 lots (maximum)
 Conservation land: 60 percent (minimum) of adjusted tract acreage
 Lot size range
 Minimum: 12,000 square feet (0.28 acres)
 Typical: 18,000 square feet (0.41 acres)
 Maximum: 24,000 square feet (0.55 acres), on average

Sustainable Development – Better Site Planning



Tree Preservation

- Applies to undeveloped land and redevelopment.
- Exempts:
 - Existing property less than 1 acre with SF house
 - Trees on existing platted subdivisions (or preliminary plat)
 - Trees in visibility triangle
 - Trees in ROW, public utility easements or drainage easements
 - Trees that are diseased, dead, dying, creating a public nuisance or damaging a foundation



Tree Preservation cont.

- Tree Designations
 - Secondary trees: Mesquite, Bois d'arc, Locust, Gum Bumelia, Hackberry or Cottonwood
 - Protected trees: Non-secondary trees greater than 18" diameter dbh
 - Quality trees: Non-secondary trees between 10" and 18" diameter
 - Quality tree stands – 3 or more contiguous quality trees
 - Large secondary trees: over 18"
 - Secondary trees: between 10" and 18"



Tree Preservation cont.

- Permit required to remove any tree over 10" in diameter at breast height (dbh)
- Tree inventory required as part of development process
- Tree Preservation and Mitigation Plan required



Tree Preservation Requirements

Subdivision Size	Protected Trees	Quality Trees	Large Secondary Trees	Secondary Trees
Less than ½ acre	None	None	None	None
½ acre to 1 acre	At least 50% of protected trees must be preserved	At least 5% of quality trees must be preserved	At 5% of large secondary trees must be preserved	None
1 acre to 2.5 acres	At least 60% of protected trees must be preserved	At least 10% of quality trees must be preserved	At least 10% of large secondary trees must be preserved	None
Over 2.5 acres	At least 70% of protected trees must be preserved	At least 20% of quality trees must be preserved	At least 20% of large secondary trees must be preserved	None



Tree Mitigation Requirements

(caliper inches removed to caliper inches replaced)

Subdivision Size	Protected Trees	Quality Trees	Large Secondary Trees	Secondary Trees
Less than ½ acre	1:0.25	1:0.25	1:0.25	None
½ acre to 1 acre	1:0.5	1:0.5	1:0.25	None
1 acre to 2.5 acres	1:0.75	1:0.75	1:0.5	1:0.25
Over 2.5 acres	1:1	1:1	1:0.75	1:0.5

With approval, up to 50% of mitigation trees can be planted offsite

Payment of fee in lieu of planting

Over 50% requires P&Z approval

Less than 50% requires Planning Director approval

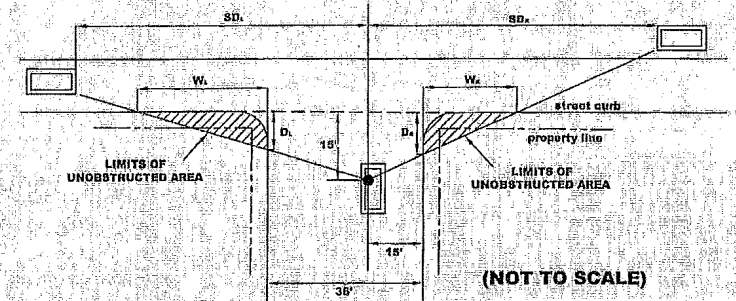
Alternative tree preservation plans



Easements

- 10' utility easements on front side and rear
- Minimum 15' drainage easement
- 100-year Floodplain easement
- Public Open Space Easement (sight visibility)
- Emergency access easements (fire lanes)
- Commercial cross-access easements

Assumptions: At-grade intersection with approaches of 3.0 percent or less; 3.5 ft. Driver eye height above pavement; Both drivers can see each other.



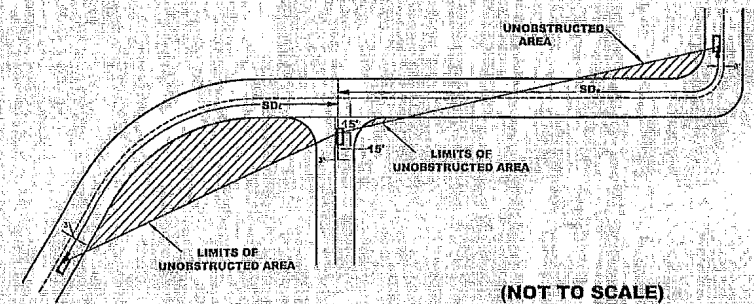
Thoroughfare Class	Speed Limit	Minimum Sight Distance 90 Degree Intersection Only							
		SD _L	SD _R	W _L	W _R	D _L	D _R		
L1, L2	20 mph	180	190	89	80	13	13		
L1, L2	25 mph	245	255	128	111	13	14		
L1, L2, C2, C3	30 mph	315	325	210	120	13	14		
C2, C3, S4, S5	35 mph	390	400	270	185	14	14		
S4, S5	40 mph	480	545	330	210	14	14		
S4-80, S4-100, A4	45 mph	580	650	400	260	14	14		
A6-100, A6-120	50 mph	595	655	400	260	14	14		

SD_L and SD_R are the required sight distance, in feet, to the left and to the right as measured from the driver's eye on the controlled intersection approach looking towards oncoming cross traffic.

W_L and W_R are the distance, in feet, along the curb line of the side of the visibility triangle parallel to the path of traffic on the uncontrolled intersection approach.

D_L and D_R are the distance, in feet, along the curb line of the side of the visibility triangle parallel to the path of the driver on the controlled intersection approach.

The distances given for W_L, W_R, D_L, and D_R are applicable to 90 degree intersections only.

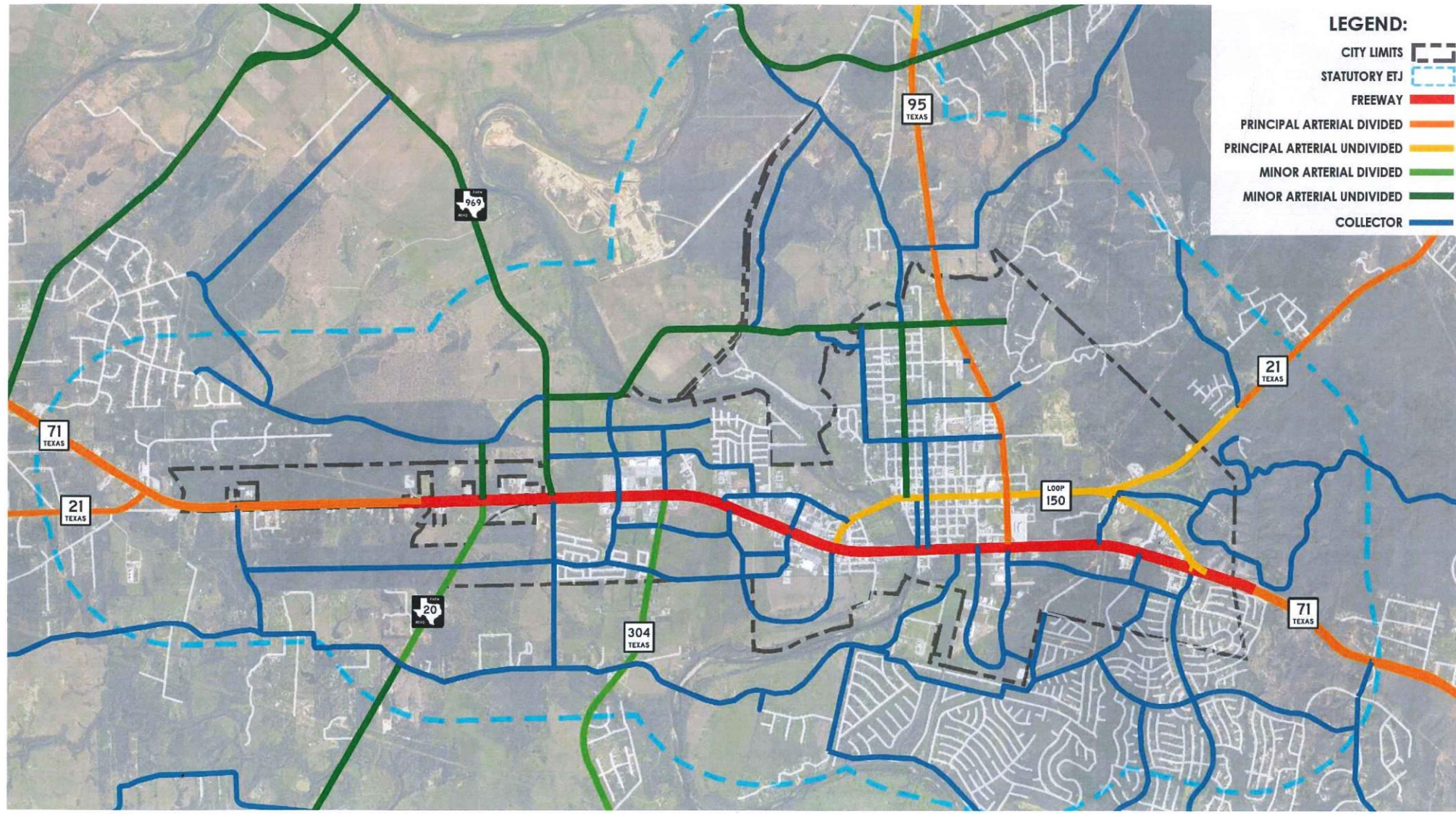


Streets

- Connectivity
 - Required to connect to adjacent property
 - Grid system/Smaller block sizes
 - Reduced cul-de-sacs
- Street Names (limitations?)
- Streets on Comprehensive Plan/Thoroughfare Plan
- Two points of access for all subdivisions with more than 20 lots
- Minimize driveways on arterial streets
 - Shared where possible
 - Restrict residential frontage

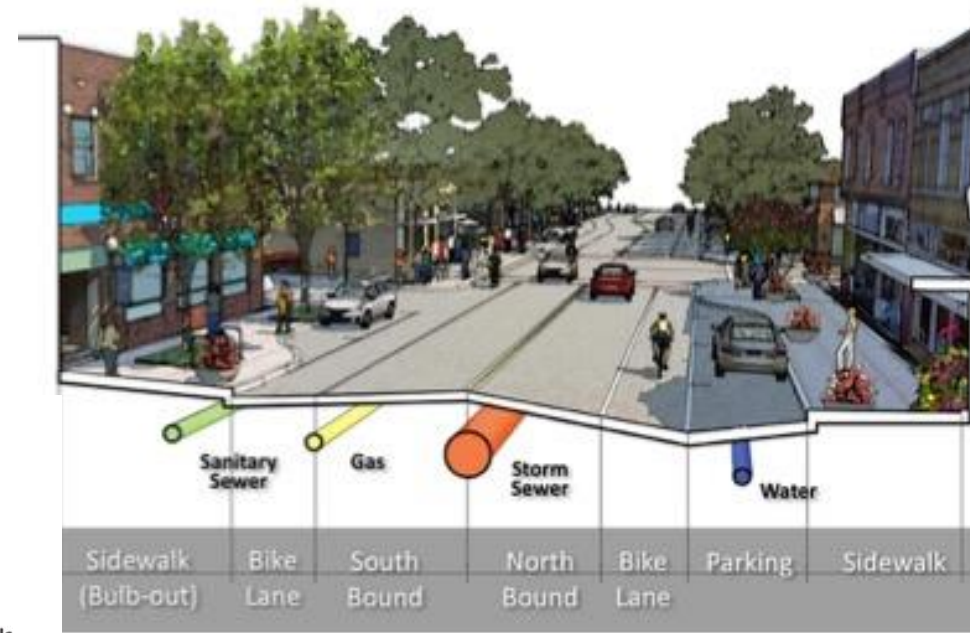
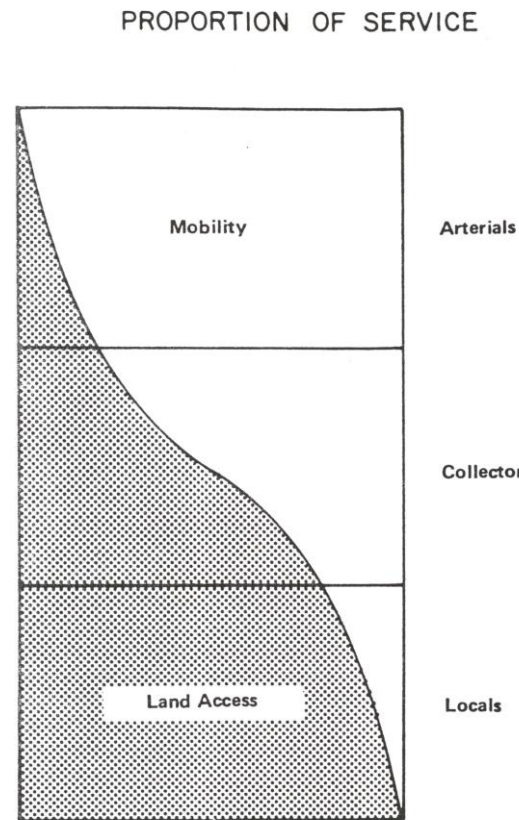


Map 5.1: 2040 Major Thoroughfare Map, City of Bastrop TMP



Streets

- Traffic Impact Analyses
 - Clarify threshold
 - Simplify process
 - Perform in-house
- Street Classifications
 - Freeways (SH 71)
 - Principal Arterials
 - Minor Arterials
 - Collectors
 - Local Residential
 - Local Commercial/Industrial



Streets

- Street Cross-sections
 - Arterials designed to move traffic
 - Collectors and Locals designed to slow traffic down
 - Use of tables to simplify text
 - Combine requirements for City and Rural streets to avoid redundancy
- Street Alignment
 - Grid preferred
 - Shorter cul-de-sacs
- Pavement Design
 - Revised pavement thicknesses
- Curb and Gutter
 - Ribbon curb with grass-lined swale preferred
 - Standard curb and gutter
 - Rural Pavement Margin (Shoulders)



Figure 5.2: Neighborhood Collector Constrained ROW- Extreme Case

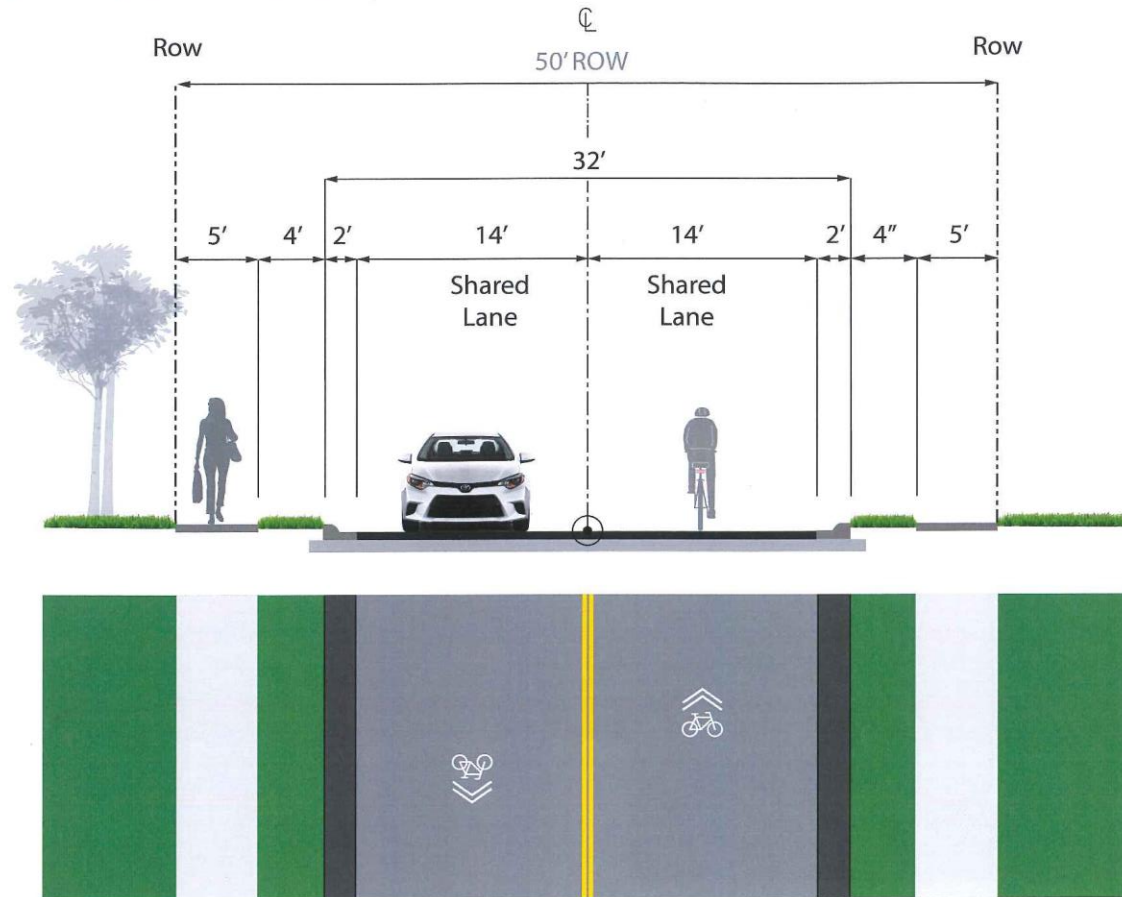


Figure 5.3: Principal Arterial/Divided Minor Arterial- Typical Urban Section

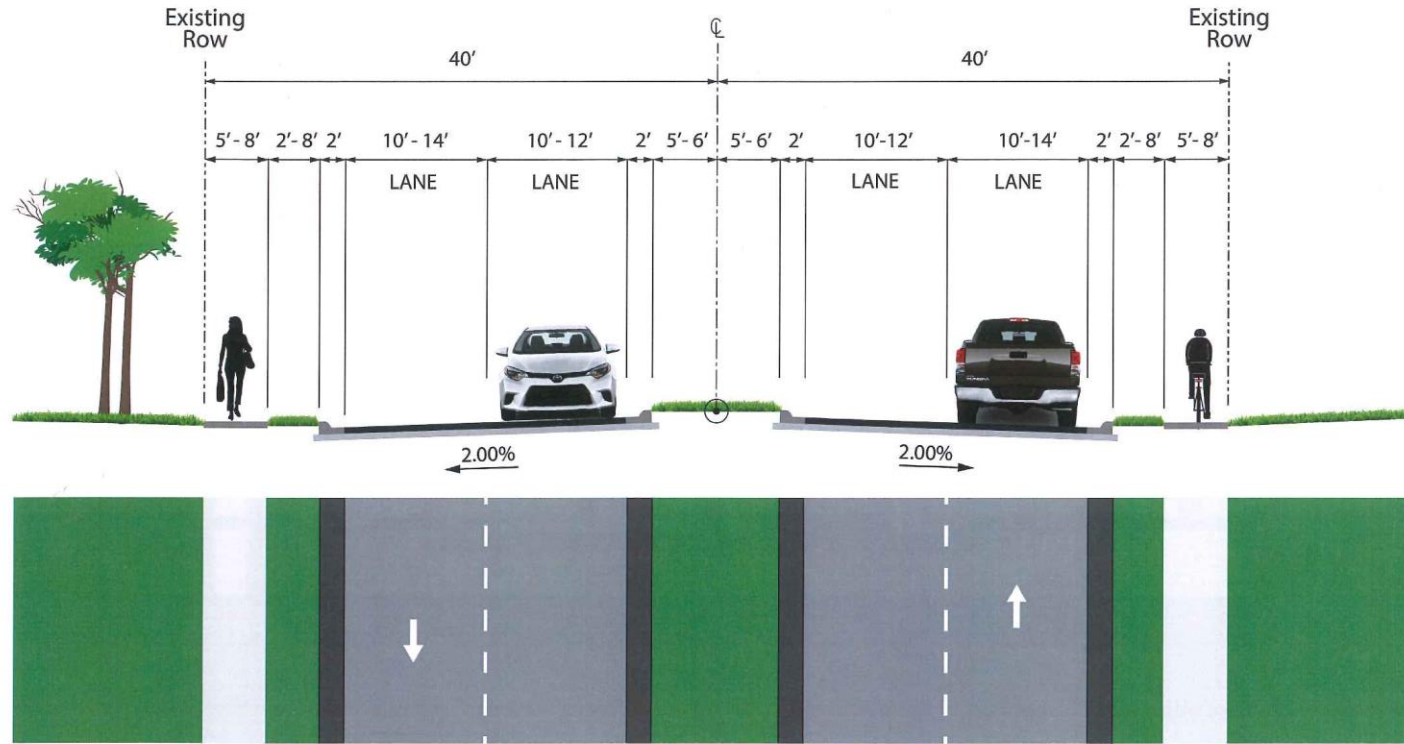


Figure 5.4: Example Downtown Cross Section

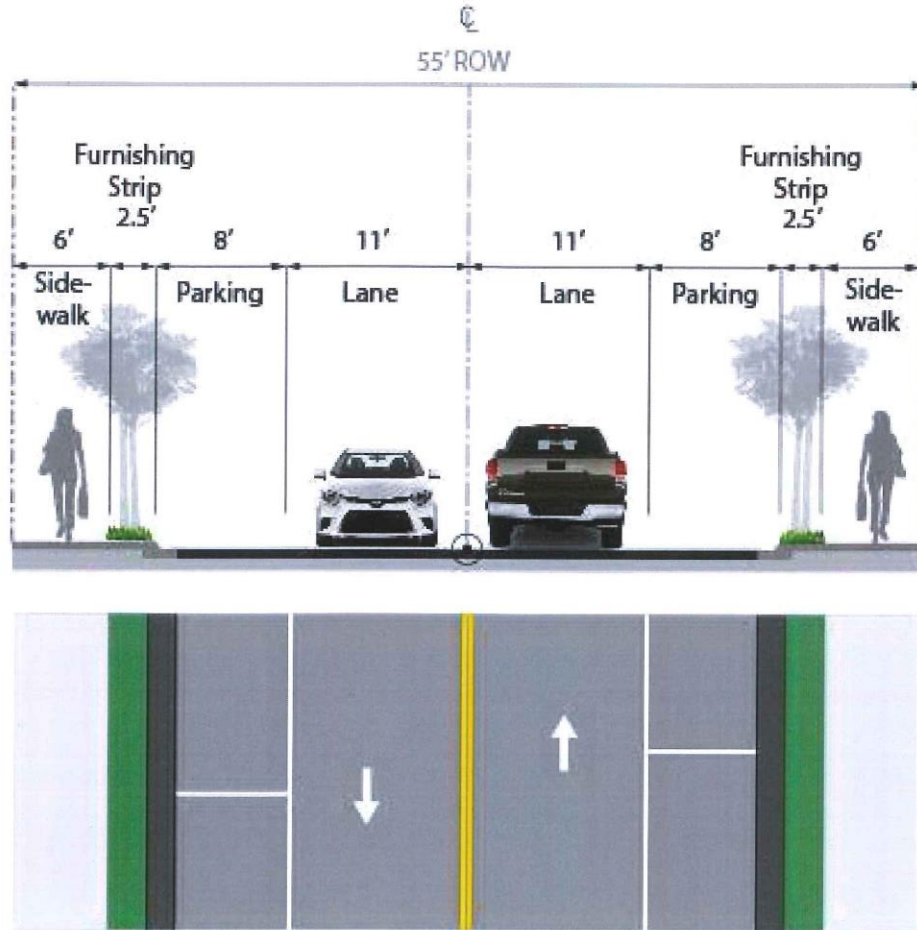
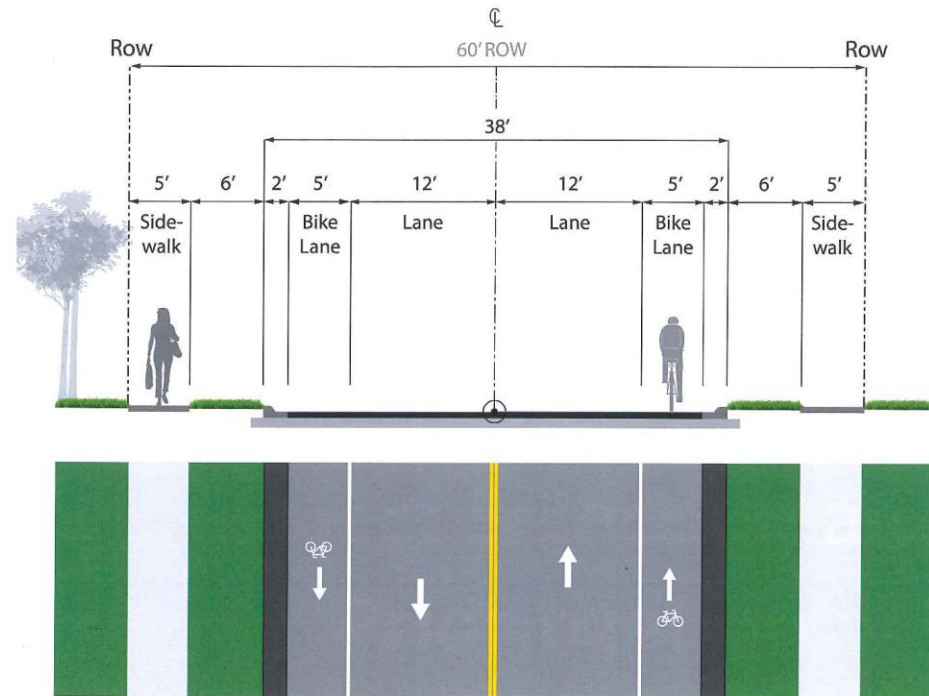
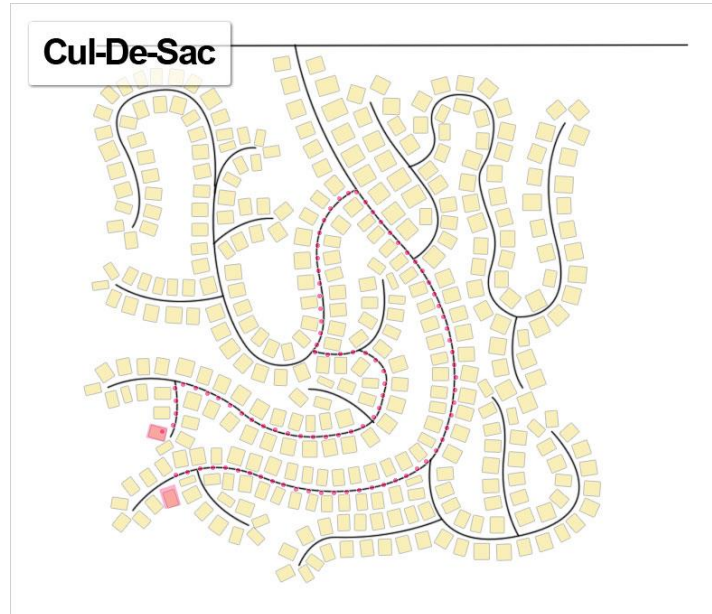


Figure 5.5: Minor Arterial/Collector - Typical Section



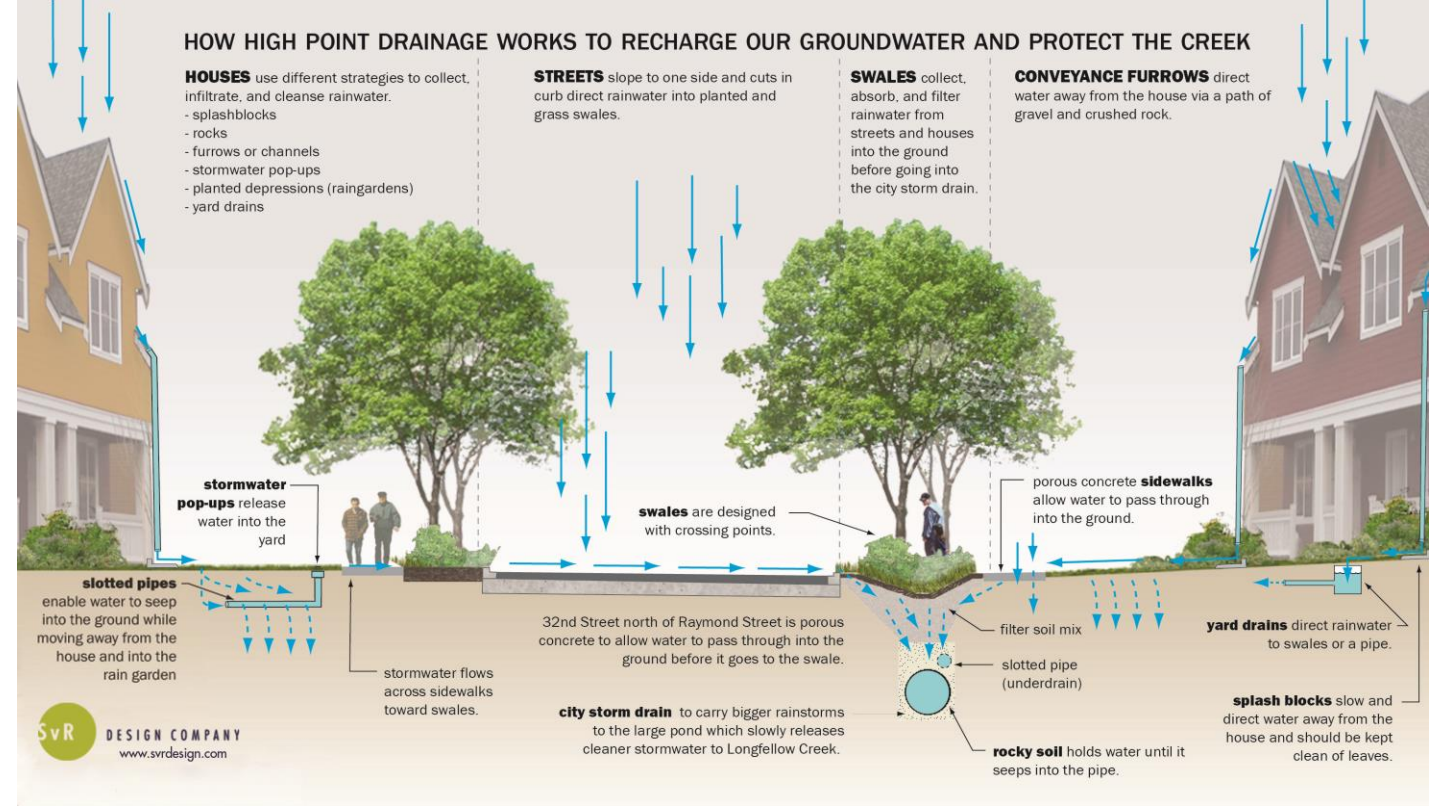
Streets

- Intersections
 - Street jogs
 - Roundabouts, for low volume intersections with little truck traffic
 - Sight visibility triangles
- Cul-de-sacs
 - Discouraged, but not prohibited
 - Shorter length, fewer houses, require pedestrian cut-throughs
- Private streets prohibited
- Alleys
 - Required for rear access
 - Prevent snout houses
- Driveways
 - Limited spacing on arterials and collectors
 - Combine City and Rural standards
- Traffic Control and Street Signs
- Sidewalks and Trails



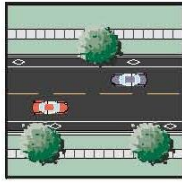
Streets

- Parking Lots
 - Alternate paving (porous)
- Fire Lanes
- Medians
- Street Drainage Standards

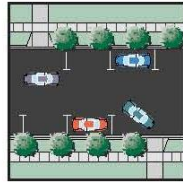


Traffic Calming

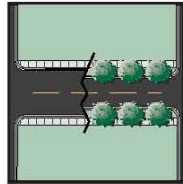
Narrowing the street



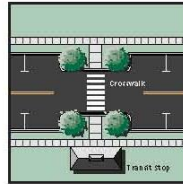
Stripe lanes



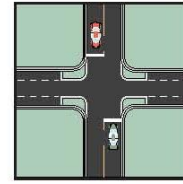
Parking



Rebuild street



Bulbout mid-block

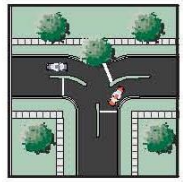


Bulbout intersection

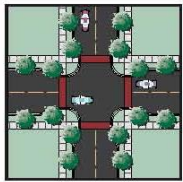
Deflecting the vehicle path



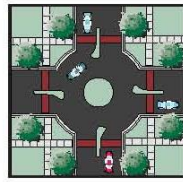
Chicane



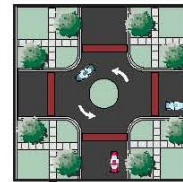
Modified intersection



Knockdown

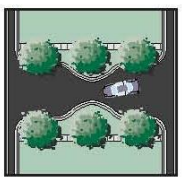


Roundabout

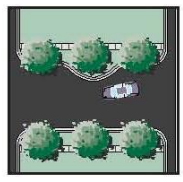


Traffic circle

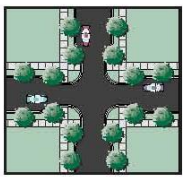
Sharing the pavement



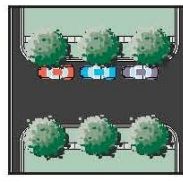
Centered mid-block yield point



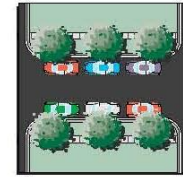
Offset yield point



Intersection yield point



On-street parking one side



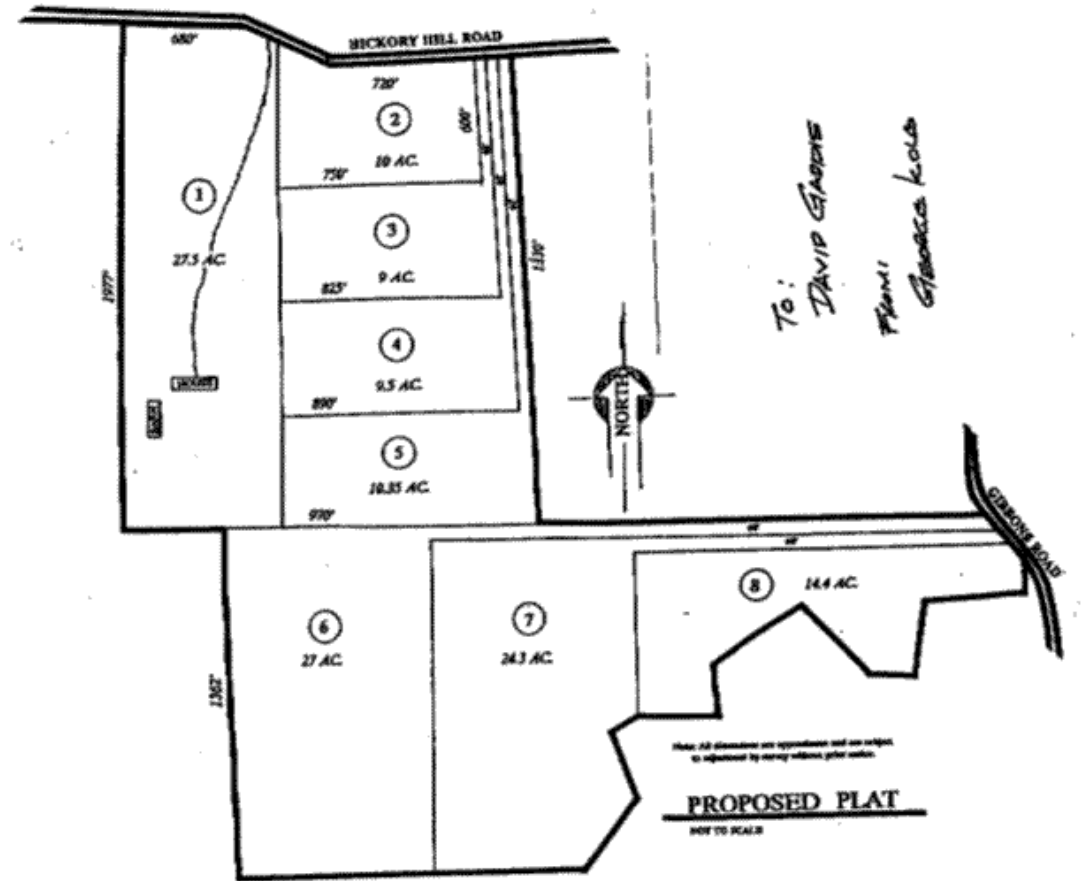
On-street parking both sides



Context-Sensitive Design

Blocks and Lots

- Block Perimeters, Block lengths
 - Public accessways mid-block
- Lots
 - Must be buildable
 - Flag lots
 - Corner lots
 - Lot drainage
 - Streambank buffers
 - Orientation to public parks
- Survey monuments and lot corners



Questions?





STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 5C

TITLE:

Provide Update on The Villages at Hunters Crossing and Compliance with Conditional Use Permit (CUP)

STAFF REPRESENTATIVE:

Jennifer Bills, Assistant Director of Planning

BACKGROUND/HISTORY:

On February 28, 2017, the City Council approved a Conditional Use Permit (CUP) for The Villages at Hunters Crossing. There were several conditions included in this approval. Councilmember Lyle Nelson has requested an update on this project and their compliance with these conditions.

POLICY EXPLANATION:

The Villages at Hunters Crossing have received their permits to start construction. The information outlined below addresses these conditions included in the approval of the CUP:

- The 3 story apartment buildings will not have their balcony orientation toward residential. One building will be angled with a 200' setback from residential. Two buildings will have an east-west orientation. All 3 buildings will have the 100' LCRA buffer. There is an additional buffer on their property with the carport parking.
- The drainage system was designed assuming a two-story complex with the same number of units, which essentially means the project is designed for more impervious cover than will actually exist. They designed for 132,000 square feet of building, when they are only going to build 108,000 square feet of building.
- Exterior lighting will be the same as if the buildings were two-story, not three (3). So, all wall lighting will be at the second story. The developers did a photometric study at the property line, and there will be approximately one-half (½) candle feet at the property line. If calculated as luminents, our ordinance allows 100,000 per acre. This development will have 56,000 luminents per acre.



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. 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 Staff for research and possible future action.

To address the Council concerning any item on the agenda, please submit a fully completed request card to the City Secretary prior to the consideration of that item.

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: December 12, 2017

AGENDA ITEM: 8A

TITLE:

Consider action to approve minutes from the November 28, 2017 meeting.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

- (a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.
- (b) The minutes must:
 1. State the subject of each deliberation; and
 2. Indicate the vote, order, decision, or other action taken.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve minutes from the November 28, 2017, meeting.

ATTACHMENTS:

- November 28, 2017, DRAFT Regular Council Meeting Minutes.

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
November 28, 2017**

The Bastrop City Council met in a Regular Meeting on Tuesday, November 28, 2017, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder and Mayor Pro Tem Schiff and Council Members Jones, Ennis, Nelson and Peterson. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney Alan Bojorquez.

CALL TO ORDER

At 6:31 p.m. Mayor Schroeder called the meeting to order with a quorum being present.

PLEDGE OF ALLEGIANCE

Nelle Salinas and Kayden Winston from Bluebonnet Elementary, led the Pledge of Allegiance.

INVOCATION

Pastor Mike Vega, Faith Impact Fellowship, gave the invocation.

PRESENTATIONS

- 4A. Present the Lost Pines Art Center's 2017 Texas Downtown Association's Presidents Award-Best New Construction.

Presentation was made by Main Street Director, Sarah O'Brien.

- 4B. Mayor's Report

ACTIVITIES OF MAYOR SCHROEDER SINCE THE LAST COUNCIL MEETING:

- November 15
 - Ribbon Cutting at Exacta Booking and Tax Services
- November 16
 - Ribbon Cutting; Sames Bastrop Ford
- November 16 and 17
 - TML Economic Development Conference
- November 20
 - Ribbon Cutting Brown Hearing Centers
- November 21
 - Ribbon Cutting for Visit Bastrop
- November 25
 - Wassail Fest

UPCOMING EVENTS:

- November 29
 - Women Elected Officials Luncheon
 - Free Range Chicken Meeting
- November 30
 - Ribbon Cutting; Twisted Kuntry Truck & Trailer Repair
- December 1
 - First Friday Art Walk
 - 8th Annual Festivtrees

- December 2
 - Snow Day at Fisherman's Park
 - December 3
 - Doyle Dykes at Bastrop Christian Outreach Center
 - December 4-7
 - Emergency Management Training
 - December 6
 - Joint Work Session Council and BAIPP
 - Joint Work Session Council and Main Street
 - December 7
 - Farm Street Opry
 - December 8
 - TEDC Sales Tax Workshop
 - Rendezvous Ball
 - December 9
 - Historic Home Tour
 - Lighted Christmas Parade
 - December 11
 - Robotics Competition (EDC sponsored)
- 4C. Councilmember's Report
Council Member Jones
- **Will not be at the December 12th Council meeting**
- Council Member Schiff**
- **Sunday, December 3rd, at 9:30 a.m. Bastrop Christian Outreach Center is hosting Doyle Dykes in a Christmas Concert.**
- 4D. City Manager's Report
Nothing to report
- 4E. Receive APA-Texas Planning Excellence certificate from Chance Sparks, Texas Chapter President-elect
Planning Department Interim Director, Dave Gattis presented the APA-Texas Planning Excellence certificate to the Bastrop City Council.
- 4F. Presentation on the 1st Annual Boards & Commission Banquet.
Presentation was made by City Manager, Lynda Humble.
- 4G. Incoming Associate Judge Blas Coy
- Swearing Oath of Office, The Honorable Chris Duggan, State District Judge, District 423
 - Signature of official documents, Ann Franklin, City Secretary
 - Welcome by Council
 - Comments by Judge Blas Coy

WORK SESSION/BRIEFINGS

- 5A. Discuss proposed changes to the sale of alcoholic beverages ordinance.
Presentation was made by Planning Department Interim Director, Dave Gattis.

This item will be brought back to City Council for first reading at the December 12th meeting.

STAFF AND BOARD REPORTS

- 6A. Receive report from Bastrop Economic Development Corporation.
Report was given by Bastrop Economic Development Corporation Director, Shawn Kirkpatrick.
- 6B. Receive report on the 2017 Veteran's Day Car Show.
Report was given by Main Street Director, Sarah O'Brien.
- 6C. Receive presentation on the unaudited Comprehensive Monthly Financial Report for the period ending October 31, 2017.
Presentation was made by Chief Financial Officer, Tracy Waldron.

CITIZEN COMMENTS

Debbie Bresette with the Bastrop County Cares Workforce - Shared the affordable housing study.

Debbie Moore – Stated a Coca-Cola commercial will be filmed on Thursday, November 30th on Pecan Street.

CONSENT AGENDA

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

- 8A. Consider action to approve minutes from the November 14, 2017, meeting.
- 8B. Consider action to approve second reading of Ordinance 2017-29 amending the budget for the Fiscal Year 2017 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior ordinances and actions in conflict herewith; and providing for an effective date.
- 8C. Consider approval of Resolution R-2017-100 of the City Council of the City of Bastrop, Texas cancelling the December 26, 2017 Council Meeting; establishing a repealing clause; and providing an effective date.
- 8D. Consider action to approve Resolution R-2017-101 of the City of Bastrop, Texas ("City") suspending the effective date for ninety days in connection with the rate increase filing made on about on November 16, 2017 by Centerpoint Energy Resources Corporation, d/b/a, Centerpoint Energy Entex and Centerpoint Energy Texas Gas, for its South Texas division; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.

ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve the first reading of Resolution No. R-2017-96 of the City Council of the City of Bastrop, Texas, approving the terms of an economic development performance agreement between the Bastrop Economic Development Corporation and Seton Family of Hospitals; approving the terms of an agreement for construction of stormwater drainage improvements with Seton Family of Hospitals and 71 Retail Partners, LP, in an amount exceeding ten thousand dollars (\$10,000); repealing all resolutions in conflict; providing severability; and establishing an effective date; and move to include on the December 12, 2017 City Council agenda for second reading.
Presentation was made by Bastrop Economic Development Corporation Director, Shawn Kirkpatrick.

A motion was made by Council Member Ennis to approve Resolution No. R-2017-96 and to include on the December 12, 2017, City Council agenda for second reading, seconded by Mayor Pro Tem Schiff, motion was approved on a 5-0 vote.

- 9B. Consider action to approve the first reading of Resolution No. R-2017-97 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development funds for the extension of the public road known as Agnes Street as an infrastructure improvement project in an amount exceeding ten thousand dollars (\$10,000); repealing all resolutions in conflict; and establishing an effective date; and move to include on the December 12, 2017 City Council agenda for second reading.
Presentation was made by Bastrop Economic Development Corporation Director, Shawn Kirkpatrick.

A motion was made by Mayor Pro Tem Schiff to approve Resolution No. R-2017-97 and to include on the December 12, 2017, City Council agenda for second reading, seconded by Council Member Peterson, motion was approved on a 5-0 vote.

- 9C. Consider action to approve Visit Bastrop's 2018 Business Plan and FY17-18 Budget, and receive monthly President's report.
Presentation was made by Visit Bastrop President and CEO, Dale Lockett; Marketing Manager, Ashton LaFuente; and Director of Sales, Shane Sorenson.

No action was taken.

- 9D. Hold public hearing and consider action to approve Resolution R-2017-99 of the City Council of the City of Bastrop, Texas supporting the granting of tax credits to The Preserve at Hunters Crossing, L.P. for the construction of apartments to rent to low income individuals and families; establishing a repealing clause; and providing an effective date.
Presentation was made by City Manager, Lynda Humble.

The public hearing was opened.

The public hearing was closed.

A motion was made by Council Member Jones to approve Resolution No. R-2017-99, seconded by Mayor Pro Tem Schiff, motion was approved on a 5-0 vote.

- 9E. Consider action to approve Resolution No. R-2017-95 regarding the Bastrop CAD election voting for the 2018-2019 Board of Directors; establishing a repealing clause; and providing an effective date.

Presentation was made by City Manager, Lynda Humble.

A motion was made by Mayor Pro Tem Schiff to approve Resolution No. R-2017-95, seconded by Council Member Nelson, motion was approved on a 5-0 vote.

EXECUTIVE SESSION - NONE

ADJOURNMENT

Adjourned at 9:04 p.m. without objection.

APPROVED:

Mayor Connie B. Schroeder

ATTEST:

City Secretary Ann Franklin

DRAFT



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 8B

TITLE:

Consider action to approve Resolution No. R-2017-98 of the City Council of the City of Bastrop, Texas approving the 2018 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

Council dates are set at the beginning of each calendar year and brought before Council for approval.

RECOMMENDATIONS:

Consider action to approve Resolution No. R-2017-98 of the City Council of the City of Bastrop, Texas approving the 2018 Council Meeting Schedule, attached as Exhibit A; and providing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A - 2018 Council Meeting Schedule

RESOLUTION NO. R-2017-98

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
APPROVING THE 2018 COUNCIL MEETING SCHEDULE, ATTACHED AS
EXHIBIT A; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, The City of Bastrop, City Council meetings are held on the second and fourth Tuesday of each month in the Council Chambers of City Hall, 1311 Chestnut Street, Bastrop, TX, in accordance with City of Bastrop Code of Ordinances, Section 1.03.061.

WHEREAS, Section 3.12 of the City of Bastrop's Home-Rule Charter states the Council shall meet regularly and at least once each month; and

WHEREAS, the regular meetings will begin at 6:30 PM.

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

Section 1: The City Secretary is hereby directed to post the list of dates of the City of Bastrop Council meetings to be held during the year 2018, as attached in Exhibit A.

Section 2: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

DUTY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th Day of December, 2017.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

COUNCIL REGULAR MEETINGS

2018

****NOTE:**

The City Council will select the dates for the Quarterly Workshop Meetings during the course of the year.

THERE IS ONLY ONE MEETING IN DECEMBER (The fourth Tuesday is on Christmas Day)

MEETING	MEETING DATE	TIME	LOCATION	AGENDA ITEM DEADLINE
Regular Council Meeting	January 9	6:30 PM	Council Chambers 1311 Chestnut	December 29
Regular Council Meeting	January 23	6:30 PM	Council Chambers 1311 Chestnut	January 12
Regular Council Meeting	February 13	6:30 PM	Council Chambers 1311 Chestnut	February 2
Regular Council Meeting	February 27	6:30 PM	Council Chambers 1311 Chestnut	February 16
Regular Council Meeting	March 13	6:30 PM	Council Chambers 1311 Chestnut	March 2
Regular Council Meeting	March 27	6:30 PM	Council Chambers 1311 Chestnut	March 16
Regular Council Meeting	April 10	6:30 PM	Council Chambers 1311 Chestnut	March 29*
Regular Council Meeting	April 24	6:30 PM	Council Chambers 1311 Chestnut	April 13
Regular Council Meeting	May 8	6:30 PM	Council Chambers 1311 Chestnut	April 27
Regular Council Meeting	May 22	6:30 PM	Council Chambers 1311 Chestnut	May 11
Regular Council Meeting	June 12	6:30 PM	Council Chambers 1311 Chestnut	June 1
Regular Council Meeting	June 26	6:30 PM	Council Chambers 1311 Chestnut	June 15
Regular Council Meeting	July 10	6:30 PM	Council Chambers 1311 Chestnut	June 29
Regular Council Meeting	July 24	6:30 PM	Council Chambers 1311 Chestnut	July 13
Regular Council Meeting	August 14	6:30 PM	Council Chambers 1311 Chestnut	August 3
Regular Council Meeting	August 28	6:30 PM	Council Chambers 1311 Chestnut	August 17
Regular Council Meeting	September 11	6:30 PM	Council Chambers 1311 Chestnut	August 31
Regular Council Meeting	September 25	6:30 PM	Council Chambers 1311 Chestnut	September 14
Regular Council Meeting	October 9	6:30 PM	Council Chambers 1311 Chestnut	September 28
Regular Council Meeting	October 23	6:30 PM	Council Chambers 1311 Chestnut	October 12
Regular Council Meeting	November 13	6:30 PM	Council Chambers 1311 Chestnut	November 2
Regular Council Meeting	November 27	6:30 PM	Council Chambers 1311 Chestnut	November 14*
Regular Council Meeting	December 11	6:30 PM	Council Chambers 1311 Chestnut	November 30

*March 29th - March 30th is Good Friday

*November 27th - November 16th is the week before Thanksgiving



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 8C

TITLE:

Consider action to approve Resolution R-2017-103 of the City Council of the City of Bastrop, Texas adopting the Budget Planning Calendar for the Fiscal Year 2019, as shown in Exhibit A; repealing all resolutions in conflict; and providing an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

Annually, staff provides Council with a calendar outlining the important dates for the upcoming fiscal year's budget process.

POLICY EXPLANATION:

Texas Tax Code

- Chapter 26 Sec. 26.01 (a) By July 25, the chief appraiser shall prepare and certify to the assessor for each taxing unit participating in the district that part of the tax roll for the district that lists the property taxable by the unit.
- Sec. 26.05 (d) the governing body of a taxing unit may not adopt a tax rate that exceeds the lower of the rollback tax rate or the effective rate calculated as provided by this chapter until the governing body has held two public hearings on the proposed tax rate.
- Sec. 26.06 (e) The meeting to vote on the tax increase may not be earlier than the third day or later than the 14th day after the date of the second public hearing.

Texas Local Government Code Chp. 102 Municipal Budget

- 102.0065 (c) Notice under this section shall be published not earlier than the 30th or later than the 10th day before the date of the budget hearing.

Texas Local Government Code Chp. 140.010 Proposed Tax Rate notice for Counties and Municipalities

- 140.010 (f) (1) provide the notice required by Subsection (d) or (e), as applicable, not later than the later of Sept. 1 or the 30th day after the date that the taxing unit has received each applicable certified appraisal roll.

City Charter

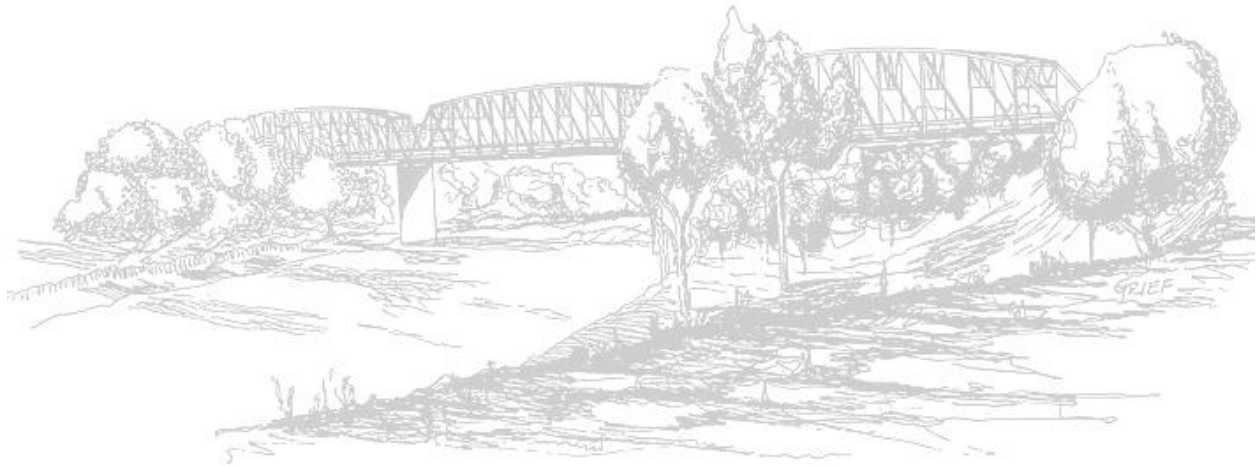
- Sec. 6.02 The City Manager, at least thirty (30) days prior to the commencement of the fiscal year, shall prepare and submit a budget to the Council.
- Sec. 6.04 At the Council meeting at which time the budget is submitted, the Council shall, in conformance with the requirement of state law, name the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

RECOMMENDATION:

Consider action to approve Resolution R-2017-103 of the City Council of the City of Bastrop, Texas adopting the Budget Planning Calendar for the Fiscal Year 2019, as shown in Exhibit A; repealing all resolutions in conflict; and providing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A - Budget Planning Calendar FY2018-2019



RESOLUTION NO. R-2017-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ADOPTING THE BUDGET PLANNING CALENDAR FOR THE FISCAL YEAR 2019, AS SHOWN IN EXHIBIT A; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Bastrop, Texas, states that it is the responsibility of the City Council to adopt the budget annually; and

WHEREAS, the Charter of the City of Bastrop, Texas, states that it is the responsibility of the City Manager to prepare and submit a budget to the City Council 30 days prior to the commencement of the fiscal year; and

WHEREAS, the City Manager and the City Council of the City of Bastrop, Texas, desire to have a budget planning calendar that establishes a timeline with specific dates to ensure compliance with the City Charter and all applicable laws.

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

SECTION 1. The City Council hereby adopts the Fiscal Year 2018-2019 Budget Planning Calendar as shown in the attached ***Exhibit "A"***. Dates are subject to adjustment due to scheduling requirements. Meetings will be posted in accordance with the Texas Open Meetings Act.

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of December, 2017.

CITY OF BASTROP, TEXAS

APPROVED:

Connie Schroeder, Mayor

ATTEST:

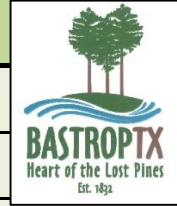
Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop

FY 2018-19 Budget Planning Calendar



Jan. 19	Staff CIP Planning Workshop
Jan-Feb.	Citizen survey
Mar. 6	Budget kick-off meeting (manuals available)
Apr. 19	Mid-year workshop to review citizen survey's, revenue updates & CIP
May 1	Receive notices of appraised value from Chief Appraiser. (preliminary)
May 15	Budgets due from Departments
May 25	Budget book to City Manager
June 4-8	City Manager and Directors - Management Team Open Discussion on Budgeted Priorities and Plans
June 19	Council Workshop - Discussion on Budget Priorities
July 25	Deadline for chief appraiser to certify rolls to taxing units
July 25-27	Preparation of effective and rollback tax rates
Aug. 7	Meeting of governing body to discuss tax rate; if proposed tax rate will exceed the rollback rate or the effective tax rate (whichever is lower), take record vote and schedule public hearing.
Aug. 14	Council Meeting - Distribute Budget to Council in Work Session and highlight major topics Set date, time and place of a public hearing (considered filed with the City Secretary)
Aug. 15	LGC Meeting to review budget and proposed special assessments
Aug. 18	<i>Notice of proposed Tax Rate (must be posted 10 days prior to Public Hearing) (deadline for paper Aug. 14 at noon)</i>
Aug. 20	Council Workshop - Review the Proposed Budget (General Fund)
Aug. 21	Council Workshop - Review the Proposed Budget (W, WW, BP&L, Hotel Occupancy Tax, etc.)
Aug. 24	Last day for proposed budget to be filed with City Secretary LGC 102.005 Before the 30th day before tax rate adopted. Adoption Date is 9/25/2017. Also City Charter requirement.
Aug. 28	Council Meeting - First Public hearing on Tax Rate
Sept. 1	<i>Publish Notice of Budget Hearing (must be posted 10 days prior to Public Hearing) Publish Notice of Public Hearing for special assessments for Hunter's Crossing PID</i>
Sept. 11	Council Meeting - Second public hearing on Tax Rate; First Reading of Tax Rate Ordinance; Budget Hearing; First Reading Budget Ordinance; Public Hearing Special Assessments for Hunter's Crossing PID first reading of the Ordinance
Sept. 25	Council Meeting to adopt tax rate and budget. Must adopt budget before tax rate. City Council must take a separate ratification vote to adopt any budget that will raise total property tax revenue. Adoption of the special assessments for the Hunter's Crossing PID



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 8D

TITLE:

Consider action to approve the second reading of Resolution No. R-2017-96 of the City Council of the City of Bastrop, Texas, approving the terms of an economic development performance agreement between the Bastrop Economic Development Corporation and Seton Family of Hospitals; approving the terms of an agreement for construction of stormwater drainage improvements with Seton Family of Hospitals and 71 Retail Partners, LP, in an amount exceeding ten thousand dollars (\$10,000); repealing all resolutions in conflict; providing severability; and providing an effective date.

STAFF REPRESENTATIVE:

Shawn Kirkpatrick, Bastrop EDC Executive Director

BACKGROUND/HISTORY:

The Bastrop EDC Board of Directors approved a Performance Agreement with Seton at their Board meeting on November 20, 2017. Pursuant to Section 505.158(b) of the Local Government Code, prior to the BEDC funding a project involving an expenditure of more than \$10,000, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council on two separate occasions.

Seton Family of Hospitals announced on March 24, 2017 that they plan to construct a facility to provide a limited-service, short-stay hospital with emergency room and medical offices in Bastrop, Texas. Seton has acquired 32 out of 52 acres of the Bastrop Grove subdivision located at the frontage road of SH 71 and SH 304. As part of the initial development, Seton intends to construct an approximate 20,000 square foot micro/neighborhood hospital and 20,000 square feet of medical offices. The balance of Seton's property is intended for future hospital and commercial development. The remaining 20 acres of the Bastrop Grove subdivision is available for additional commercial development.

The City and EDC have worked cooperatively with Seton during this pre-development phase of the project. SH 304 access to the property would be provided through an extension of Agnes Street east off SH 304 to the property line. It is necessary for the EDC to enter into a Performance Agreement to expend funds to construct the extension of Agnes Street. As part of the performance agreement, the EDC will enter into an agreement with Seton and 71 Retail Partners, LP, for the construction of stormwater drainage for the benefited tracts, which includes the Agnes Street extension.

The EDC budgeted in FY 2018 to issue \$1.2 million in debt to construct the northern two lanes of a four-lane divided roadway, multi-modal trail, and stormwater drainage structure. No water or wastewater improvements are included or necessary for the Agnes Street Extension.

This project is number 9 of 34 in the City's recently adopted transportation plan. Through the investment of community resources in the transportation improvements, the EDC is promoting new or expanded business development. The EDC is authorized in the LGC Section 505.158 to undertake projects related to business development in certain small municipalities:

Sec. 505.158. PROJECTS RELATED TO BUSINESS DEVELOPMENT IN CERTAIN SMALL MUNICIPALITIES. (a) For a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development. (b) A Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

RECOMMENDATION:

Consider action to approve the second reading of Resolution No. R-2017-96 of the City Council of the City of Bastrop, Texas, approving the terms of an economic development performance agreement between the Bastrop Economic Development Corporation and Seton Family of Hospitals; approving the terms of an agreement for construction of stormwater drainage improvements with Seton Family of Hospitals and 71 Retail Partners, LP, in an amount exceeding ten thousand dollars (\$10,000); repealing all resolutions in conflict; providing severability; and providing an effective date.

ATTACHMENTS:

- Draft Resolution
- Draft Economic Development Performance Agreement

RESOLUTION NO. R-2017-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE TERMS OF AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BETWEEN THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND SETON FAMILY OF HOSPITALS; APPROVING THE TERMS OF AN AGREEMENT FOR CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS WITH SETON FAMILY OF HOSPITALS AND 71 RETAIL PARTNERS, LP, IN AN AMOUNT EXCEEDING TEN THOUSAND DOLLARS (\$10,000); REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in recognition of the positive economic benefits which will accrue, and pursuant to the terms of Texas Local Government Code Section 501.158, the Board of Directors of the Bastrop Economic Development Corporation (“BEDC”) has authorized an Economic Development Performance Agreement with Seton Family of Hospitals (“Hospital”) to facilitate the construction and equipping of a 20,000 square foot micro-hospital and emergency room on approximately 32.24 acres of land near the intersection of State Highway 71 and State Highway 304, in Bastrop, Bastrop County, Texas, through the BEDC’s funding of the extension of the public road known as Agnes Street; and

WHEREAS, the development of the Hospital, the extension of Agnes Street, and the future development of the 52-acre tract, on which the Hospital tract is located, and the adjoining 90-acre tracts, owned by 71 Retail Partners LP, or an affiliated corporate entity, requires certain improvements to the drainage easement, which serves the tracts; and

WHEREAS, the total costs of the improvements is estimated to be \$1,200,000.00 and the proportionate share of those costs attributable to the Agnes Street extension project is \$250,000.00; and

WHEREAS, the Board of Directors of the BEDC has authorized the approval of an Agreement with the Hospital and 71 Retail Partners LP, to formalize the terms and conditions under which 71 Retail Partners LP, shall cause the necessary improvements to the drainage easement; and

WHEREAS, the BEDC and City Council by separate resolutions shall authorize the extension of Agnes Street as a qualified infrastructure project pursuant to the authority of Texas Local Government Code Section 501.103; and

WHEREAS, pursuant to Texas Local Government Code Section 505.158(b) City Council has been asked by the BEDC to approve the aforementioned Performance Agreement and Drainage Improvement Agreements.

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

SECTION 1. To the extent required by Texas Local Government Code Section 505.158(b) the following are authorized:

- The Performance Agreement, attached hereto as Appendix “A”; and
- The Agreement for Construction of Stormwater Drainage Improvements, attached as Exhibit A-1 to the Performance Agreement, and the expenditure of \$250,000.00 of BEDC funds as payment of the costs for drainage improvements attributable to the Agnes Street extension project; and
- The execution of documents in substantial form as Appendix A and Exhibit A-1 to Appendix A, on behalf of the BEDC, and such ancillary documents and instruments as may be reasonably necessary to facilitate the purpose of this Resolution.

SECTION 2. Open Meeting. The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

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 declared to be severable.

SECTION 5. Two Readings Required. This Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

This resolution shall be in full force and effect from and after its final adoption.

READ and ACKNOWLEDGED on First Reading on the 28th day of November 2017.

READ and APPROVED on the Second Reading on the 12th day of December 2017.

[SIGNATURE PAGE FOLLOWS]

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

DRAFT

Appendix A

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Bastrop Economic Development Corporation, located in Bastrop County, Texas, a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502, and 505 and the Texas Non-Profit Corporation Act (hereinafter called “Corporation”), and Seton Family of Hospitals, a Texas non-profit corporation (hereinafter called “Hospital”), otherwise known as the “Parties” to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Texas Local Government Code requires a performance agreement to provide at a minimum for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, Hospital desires to construct a Facility to provide a limited service, short stay hospital with emergency room and medical offices in Bastrop, Texas; and

WHEREAS, the location of the Facility, as proposed, will contribute to the economic development of the City of Bastrop by creating new jobs and increased employment, and promoting increased development for the City of Bastrop, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the Corporation desires to offer an incentive to Hospital to enable Hospital to construct and operate the Facility pursuant to this Agreement in substantial conformity with the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to

the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties;

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

2. Authority. The Corporation's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the Corporation. The Corporation acknowledges that Hospital is acting in reliance upon the Corporation's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the establishment of the Project, hereinafter established.

3. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

4. Purpose. The purpose of this Agreement is to formalize the agreements between the Hospital and the Corporation for the granting of funds to cover certain costs associated with the construction of right-of-way improvements and associated drainage improvements that shall benefit the Project and specifically state the covenants and representations of the Parties, and the incentives associated with the Hospital's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the Corporation and the Hospital as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction. A failure to perform any obligation by the Hospital may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the Corporation unless an alternative penalty or remedy is provided for herein.

5. Administration of Agreement. Upon the Effective Date, the Corporation delegates the administration and oversight of this Agreement to the Executive Director of the Corporation. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the Corporation.

ARTICLE III
DEFINITIONS

6. As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Annual Payroll” shall mean the total wages paid, exclusive of employee benefits, to Full-time Employees at the Facility.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any party of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Certificate of Occupancy” shall mean the signed certificate issued by the City of Bastrop Planning and Engineering Department granting the Hospital the right to occupy the Facility and confirming that the entire work covered by the permit and plans are in place.

“Default” unless otherwise specifically defined or limited by this Agreement shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

“Developer Participation Agreement” means that certain Agreement with Developer and Hospital for Construction of Stormwater Drainage Improvement by and among the Corporation, the Hospital, and 71 Retail Partners LP, a Texas limited partnership, attached hereto as **Exhibit “A-1”** pertaining to the improvement of the Drainage Easement.

“Drainage Easement” means the easement that may be used to provide stormwater drainage conveyance pursuant to that certain Drainage Easement Agreement recorded as Document Number 200803574 (Book 1819, Page 840) of the Public Records of the County Clerk of Bastrop County, Texas, for the benefit of the tracts as described in **Exhibit “A-2”**.

“Effective Date” shall be the date of the last signing by a party to the agreement.

“Expiration Date” shall mean the earlier of:

- (a) April 1, 2021; or
- (b) The date of termination, provided for under Article VII of this Agreement.

“Facility” shall mean the approximate 20,000 square-foot limited service, short stay hospital with emergency room and medical offices facility to be constructed on approximately 32.24 acres of land near the intersection of State Highway 71 and F.M. 304, in Bastrop, Texas, and

shall represent a minimum Twenty-Six Million and 00/100 Dollars (\$26,000,000.00) capital investment in real property improvements and equipment.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, quarantine restrictions, unusually severe weather, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, slowdowns or work stoppages.

“Full-time Employee” shall mean: (1) an employee with a regular work schedule of at least thirty-six (36) hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce Commission and are entitled to at least the customary employer-sponsored employee benefits package afforded by the Hospital to its similarly situated employees at other locations; or (2) a combination of employees with a combined regular work schedule of at least thirty-six (36) hours per week as reported on the Texas Employers Quarterly Wage Report from the Texas Workforce Commission.

“Project” shall mean the construction and equipping of the Facility.

“Real Property” shall mean the land, building, and all improvements thereto and as added to the Project subsequent to the execution of this Agreement and is accounted on the tax rolls by the Bastrop Central Appraisal District.

“Recapture Amount” means the amount roughly equal to the costs Hospital would have been required to contribute to the rights-of-way and drainage improvements but for this Agreement, but in no case more than the lesser of (i) the total of amounts previously advanced by Corporation hereunder, or (ii) \$600,000.00.

“Road Construction Completion Deadline” means October 1, 2018.

“State of Texas” shall mean the Office of the Texas Comptroller, or its successor.

“Tangible Personal Property” shall mean tangible personal property, such as equipment, machinery, fixtures, and inventory, located at the Facility owned or leased by Hospital subsequent to the execution of this Agreement and is accounted on the tax rolls by the Central Appraisal District.

“Year” shall mean a twelve (12) month period on which performance and incentive calculations are based. The twelve (12) month period beginning on the date on which the Hospital receives a Certificate of Occupancy for the Facility shall be known as Year Zero, and the successive twelve (12) month periods beginning on each anniversary of the date on which the Hospital received a Certificate of Occupancy for the Facility shall be known as Year One, Year Two, and so forth.

**ARTICLE IV
CORPORATION OBLIGATION**

7. Corporation's Contribution to Rights-of-Way and Drainage Improvements.

(a) Rights-of-Way Improvements. Corporation shall pay the full costs for the extension of the public road known as Agnes Street as specified on **Exhibit "A-3"**; and, extension of Agnes Street shall be completed and dedicated for public use on or before the Road Construction Completion Deadline, subject to the following:

- (i) On or before December ____, 2017, the necessary rights-of-way shall be dedicated to the City by instrument substantially similar in form as **Exhibit "A-4"**;
- (ii) The plat for which Hospital has made application, as shown on **Exhibit "A-5"**, shall be recorded in the Public Records of Bastrop County, Texas, on or before December ____, 2017; and
- (iii) The drainage improvements to the Drainage Easement described on **Exhibit "A-6"**, shall be completed in accordance with the Developer Participation Agreement.

Each day of delay beyond the deadlines set out in subsections (i), (ii), or (iii) shall extend the Road Construction Completion Deadline by one (1) day.

(b) Design and Construction Contracts. Corporation shall, within a reasonable time after the Effective Date, enter into (i) a contract for the design of the improvements described in Section 7(a) above (the "Rights-of-Way Improvements") with a civil engineer licensed to practice in the state, and (ii) a contract for the construction of the Rights-of-Way Improvements (the "Construction Contract"). The Construction Contract shall require the contractor to provide payment and performance bonds for the estimated cost of the Rights-of-Way Improvements and to pay, as liquidated damages and not as a penalty, to Hospital, as an intended third party beneficiary of the Construction Contract, an amount equal to One Thousand and 00/100 Dollars (\$1,000.00) for each day of delay in the completion of the Rights-of-Way Improvements beyond the dates specified in Section 7(a) above.

(c) Contribution to Drainage Improvements. As more specifically described in the Developer Participation Agreement, the Corporation shall provide an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) in reimbursements for improvements made to the Drainage Easement. Notwithstanding any provision to the contrary, the Corporation's obligation under this section shall not be effective until Corporation receives written confirmation from the appropriate escrow agent that Hospital has placed into escrow no less than Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$625,000.00) to be applied to the cost of the improvements to the Drainage Easement.

8. Confidentiality. The Corporation agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the

event a request is made for such information, Corporation will not disclose the information unless required to do so by the Attorney General of Texas.

9. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the Corporation. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V PERFORMANCE OBLIGATIONS OF HOSPITAL

10. The obligation of the Corporation to pay funds in the form of a capital investment shall be conditioned upon the Hospital's continued compliance with and satisfaction of each of the performance obligations set forth in this Agreement.

11. Commencing Operations. Hospital must obtain a Certificate of Occupancy for its Facility on or before April 1, 2019, and maintain said operations throughout the term of this Agreement. The Facility shall represent a minimum capital investment of Twenty-Six Million and 00/100 Dollars (\$26,000,000.00) in real property improvements and equipment.

12. Job Creation/Retention. Hospital must create and maintain the Full-time Employees and average wage benchmarks according to the following schedule:

(a) A minimum of twenty (20) Full-time Employees for the year ending on the first (1st) anniversary of the date the Hospital received a Certificate of Occupancy ; and

(b) A minimum of thirty-five (35) Full-time Employees for the year ending on the second (2nd) anniversary of the date the Hospital received a Certificate of Occupancy with an average annual income of not less than Forty Thousand and 00/100 Dollars (\$40,000.00), exclusive of burden and benefit.

13. Annual Report. Hospital shall submit an Annual Certification Report (an "Annual Report") for the preceding Year to the Executive Director of the Corporation each year not later than February 15th of the succeeding Year. The Annual Report should substantially conform to the Annual Report Form attached as **Exhibit "A-7"**. The first Annual Report will be due on the 15th day of February following the first anniversary of the date the Hospital received a certificate of occupancy.

14. Contribution to Drainage Improvements. As more specifically described in the Developer Participation Agreement, Hospital shall provide an amount not to exceed Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$625,000.00) in reimbursements for improvements made to the Drainage Easement. So long as Corporation is not in default under this Agreement, the Developer Participation Agreement, or under any related escrow or other agreement beyond any applicable cure period, Hospital's contribution to the costs of the improvements made to the Drainage Easement shall be non-refundable, regardless of whether Hospital completes construction of the Facility.

**ARTICLE VI
COVENANTS AND DUTIES**

15. Hospital's Covenants and Duties. Hospital makes the following covenants and warranties to the Corporation, and agrees to timely and fully perform the obligations and duties contained in Article V of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Hospital.

(a) Hospital is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during any term of this Agreement.

(b) The execution of this Agreement has been duly authorized by Hospital's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Hospital's by-laws, or of any agreement or instrument to which Hospital is a party to or by which it may be bound.

(c) Hospital is not a party to any Bankruptcy proceedings currently pending or contemplated, and Hospital has not been informed of any potential involuntary Bankruptcy proceedings.

(d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Hospital has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Bastrop and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) Hospital shall timely and fully comply with all of the terms and conditions of this Agreement, within any cure periods provided herein.

(f) Hospital shall obtain, or cause to be obtained, all necessary permits and approvals from the City of Bastrop and/or all other governmental agencies having jurisdiction over the construction of any improvements to the Facility.

(g) Hospital shall pay, or cause to be paid, to the City of Bastrop and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(h) Hospital agrees to commence and complete the Project in strict accordance with the Agreement.

(i) Hospital shall cooperate with the Corporation in providing all necessary information to assist them in complying with this Agreement.

(j) During the term of this Agreement, Hospital shall not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Hospital shall be in Default (subject to the remedies in Article

VIII below). Hospital is not liable for an unknown violation of this Section by a subsidiary or assignee affiliate of Hospital or by a person with whom Hospital contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Hospital enters into with any subsidiary, assignee, affiliate, for which funds provided herein will be used.

(k) Hospital shall not be in arrears and shall be current in the payment of all City taxes and fees.

(l) Corporation has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement including, but not limited to, the number of persons employed by Hospital as a result of the assistance provided hereunder, the unique employee identification number, the number of hours each employee worked during the previous 12 months, the total expenses attributable to training and employing those employees, and the cumulative payroll for the Facility.

(m) Hospital shall, upon written request from Corporation, provide to Corporation a copy of the Texas Workforce Commission Texas Employers Quarterly Wage Report for the specified quarter.

ARTICLE VII TERMINATION

16. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date; or
- (c) Default by Hospital (at the option of the Corporation), after thirty (30) days' prior written notice to Hospital during which time Corporation shall have no duty to make any advances of Funds hereunder.

ARTICLE VIII DEFAULT

17. Hospital Events of Default. Each of the following occurrences shall constitute a Default of Hospital:

- (a) Failure of Hospital to perform any term, covenant or agreement contained in this Agreement, or in any related document(s); or
- (b) Corporation determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to Corporation by Hospital in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or

(c) Any judgment is assessed against Hospital or any attachment or other levy against the property of Hospital which remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days, provided that Hospital may engage in any procedure in good faith to object to appeal, or attempt to overturn such judgment, attachment, or buy; or

(d) Hospital makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in Bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Hospital or any substantial part of its property, commences any action relating to Hospital under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Hospital any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Hospital by any act indicates its consent to or approval of any trustee of Hospital or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or

(e) Hospital substantially changes its present ownership without written notification to Corporation within thirty (30) days of such change; or

(f) Hospital materially changes the general character of business as conducted at the date hereof, or engages in any type of business not reasonably related to its business as presently and normally conducted.

18. Corporation Events of Default. The failure of Corporation to perform any term, covenant or agreement contained in this Agreement, or in any related document shall constitute a Default of Corporation.

19. Remedies for Default.

(a) Corporation Default. In the event of Default by Corporation, the Corporation shall, as its sole and exclusive remedy for Default hereunder Hospital's sole remedy under this Agreement is specific performance of the Corporation's obligations under this Agreement, including payment of amounts owed to Hospital hereunder. In the event that the contractor defaults under the Construction Contract, Corporation shall assign to Hospital all of its rights and claims under the Construction Contract.

(b) Hospital Default. In the event of Default by the Hospital, the Corporation shall, as its sole and exclusive remedy for Default hereunder, have the right to terminate this Agreement and demand payment from Hospital for the Recaptured Amount, provided that the Default occurs prior to the Expiration Date, as reasonably determined by the Corporation's Board of Directors and as decreased by any amounts owing to Hospital pursuant to Section 7(c) above. In the event that such Default relates to the failure of the Hospital to comply with the job creation/retention requirements for any year during the term of this Agreement, the difference between the actual annual payroll for that year and the annual payroll required by this Agreement shall be calculated as a percentage of the annual payroll required by this Agreement, and the penalty the Hospital shall pay for such

Default shall be an amount of equivalent percentage to the Recaptured Amount. The amount owed to the Corporation under this subsection shall be paid by the Hospital within one hundred twenty (120) days after the date Hospital is notified by the Corporation of such Default (the "Payment Date"). In the event the Recaptured Amount is not repaid by the applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full.

20. Limitation on Use of Funds in the Event of Default. Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against the City of Bastrop or the Corporation.

ARTICLE IX MISCELLANEOUS

21. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the Corporation shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the Corporation, on behalf of the Corporation. Notwithstanding any other provision of this Agreement to the contrary, Hospital's performance under this Agreement, including its obligations under Sections 11, 12, and 13, but excluding Hospital's obligations under Section 14 above, is specifically contingent on Hospital obtaining a Certificate of Occupancy from the City of Bastrop at the Facility under the terms of this Agreement.

22. Mutual Assistance. The Parties will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

23. Representations and Warranties. The Corporation represents and warrants to Hospital that this Agreement is within its authority, and that it is duly authorized and empowered to enter into this Agreement. Hospital represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement.

24. Assignment. Hospital may assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the Corporation. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Hospital of any liability to the Corporation including any required indemnity in the event that any assignee hereof shall at any time be in Default of the terms of this Agreement. The Corporation may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed assignee prior to its approval of an assignment.

25. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Hospital at no time will be acting as an agent of the Corporation and that all consultants or contractors engaged by Hospital respectively will be independent

contractors of Hospital; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the Corporation will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Hospital respectively under this Agreement, unless any such claims are due to the fault of the Corporation.

(b) By entering into this Agreement, except as specifically set forth herein, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the Corporation with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

(c) No employee of the Corporation, or any board member, or agent of the Corporation, shall be personally responsible for any liability arising under or growing out of this Agreement.

26. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, by registered or certified mail (with postage prepaid and return receipt requested), or on the first business day after depositing the same in the hands of a reputable overnight courier (such as FedEx or UPS) and addressed to the Party at the address set forth below or by sending the same by electronic mail with confirming copy sent by mail.:

If intended for BEDC:

City of Bastrop Economic Development Corporation
Attention: Executive Director
301 Highway 71 W, Suite 214
Bastrop, TX 78602

With a copy to:

Denton, Navarro, Rocha Bernal & Zech, PC
Attention: Charles E. Zech
2517 North Main Avenue
San Antonio, TX 78212

If to the Hospital:

Seton Family of Hospitals
c/o Ascension Health
1300 W. 34th Street
Austin, TX 78705
Attention: Jason Turman, Real Estate
Telephone: 512-324-3174
Email: Jason.turman@ascension.org

With a copy to:

Hall, Render, Killian, Heath & Lyman, P.C.
500 N. Meridian Street, Suite 400
Indianapolis, IN 46204
Attention: Robert A Hicks
Telephone: 317-633-1433
Email: rhicks@hallrender.com

Any Party may designate a different address at any time upon written notice to the other Parties.

27. Governmental Records. All invoices, records, and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

28. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of Bastrop County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

29. Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the Corporation.

30. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

31. Interpretation. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

32. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the Board of Directors of the Corporation.

33. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

34. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

35. Exhibits. Any Exhibits attached hereto are incorporated by reference for all purposes.

36. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

37. Indemnification. **HOSPITAL AGREES TO DEFEND, INDEMNIFY AND HOLD THE CORPORATION AND THE CITY OF BASTROP (“CITY”), AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE CORPORATION HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF HOSPITAL TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF BASTROP, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY HOSPITAL UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE CORPORATION OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT HOSPITAL SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY SMALL BUSINESS GRANT PAID TO HOSPITAL HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE CORPORATION.**

38. Additional Instruments. The Parties agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.

39. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Hospital, the Hospital shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

Signature Pages to Follow:

Executed on this _____ day of _____, 2017.

HOSPITAL:

SETON FAMILY OF HOSPITALS,
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This information was acknowledged before me on this _____ day of _____, 2017,
by _____, _____ for Seton Family of Hospitals, a Texas non-profit corporation, on
behalf of said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Executed on this _____ day of _____, 2017.

CORPORATION:

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF BASTROP §

This information was acknowledged before me on this _____ day of _____, 2017,
by _____, _____ for the Bastrop Economic Development Corporation, a Texas non-
profit industrial development corporation, on behalf of said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

APPROVED AS TO FORM:

By: _____
Charles E. Zech, BEDC Counsel
DNRB&Z P.C.

**EXHIBIT “A-1” TO THE PERFORMANCE AGREEMENT
Agreement for Construction of Stormwater Drainage Improvements**

[SEE ATTACHED]

- An approximately 90-acre tract located in Bastrop, Bastrop County, Texas, more specifically described on **Exhibit “B-2”**.
- 1.03. “City Engineer” shall be the civil engineer appointed to serve as the Engineer for the City of Bastrop, Texas.
 - 1.04. “Contractor” shall mean the person, firm, corporation, partnership, association, or other entity awarded the contract by Developer for the construction and installation of the Improvements.
 - 1.05. “Corporation’s Participation Costs” means costs associated with the construction of that part of the Improvements required to serve the drainage requirement of the right-of-way improvements.
 - 1.06. “Drainage Easement” means the easement granted pursuant to that certain Drainage Easement Agreement (the “Drainage Easement Agreement”) recorded as Document Number 200803574 (Book 1819, Page 840) of the Public Records of the County Clerk of Bastrop County, Texas which authorizes the drainage of stormwater runoff from the Benefitted Tracts across a defined area of the real property described in the Drainage Easement Agreement.
 - 1.07. “Facility” means the limited service, short stay hospital with emergency room and medical offices that Hospital shall construct and operate and that is described in more detail in the Performance Agreement.
 - 1.08. “Hospital’s Participation Costs” means costs associated with the construction of that part of the Improvements required to serve the drainage requirement of the Facility.
 - 1.09. “Improvements” or “Drainage Improvements” shall mean the drainage improvements described on **Exhibit “B-3”**.
 - 1.10. “Performance Agreement” means that certain Economic Development Performance Agreement by and between the Corporation and Hospital dated _____, 2017 made pursuant to Section 501.158 of the Texas Local Government Code.
 - 1.11. “Project Engineer” means the engineer engaged by Developer to design and oversee construction of the Drainage Improvements.

ARTICLE II Construction of Improvements.

2.01. Intentionally omitted.

2.02. Construction of Improvements. Subject to payment of the Corporation’s Participation Cost and Hospital’s Participation Cost, as contemplated below, Developer agrees to construct the Improvements in accordance with the plans and specifications approved by the City Engineer pursuant to Section 2.03 below. A general description of the Drainage Improvements is attached hereto as **Exhibit “B-3”** and incorporated herein. The Drainage Improvements are currently projected to be completed within thirteen (13)

calendar months following the effective date of this Agreement. No change in the Approved Plans (as defined in Section 2.03 below) shall be made by Developer without the prior written consent of the City Engineer.

2.03. Approved Plans; Contracts for Construction. As soon as reasonably practical following the effective date of this Agreement, Developer shall cause the Project Engineer to prepare civil-engineered plans and specifications for the Drainage Improvements (the “Proposed Plans”), and Developer shall submit the Proposed Plans to the Corporation, City Engineer and Hospital for approval, which approval shall not be unreasonably withheld or delayed. If the Corporation, City Engineer or Hospital has any objection to the Proposed Plans, it shall provide such objections to Developer in writing within ten (10) days of Developer’s submittal of the Proposed Plans to such party. Any objections to the Proposed Plans that are not delivered in writing within said 10-day period shall be deemed waived. If Hospital, Corporation or the City Engineer delivers any reasonable objection(s) to the Proposed Plans in writing within said 10-day period, Developer shall cause Project Engineer to address such objection(s), and Developer shall thereafter submit revised Proposed Plans to Hospital, Corporation and City Engineer for further approval, not to be unreasonably withheld or delayed. This process will continue until Developer, Hospital, Corporation and the City Engineer have approved the Proposed Plans, and, upon such mutual approval, the Proposed Plans shall be the “Approved Plans.” Following approval of the Approved Plans, Developer shall (i) obtain construction bids from one or more qualified Contractors on the basis of the Approved Plans, (ii) promptly update the Budget (as defined below) accordingly, and (iii) circulate such updated Budget to Hospital, Corporation and City Engineer for approval. The City Engineer shall review all contract documents and cost estimates, and shall approve the Contractor prior to the award of the contract. Subject to Corporation and Hospital releasing progress payments in accordance with the Escrow Agreement attached as **Exhibit “B-4”** hereto, Developer shall pay for the work as it is completed, and shall make all payments in a timely manner to the Contractor, sub-contractors, and other parties involved in the construction of the Improvements, to the extent of the funds escrowed pursuant to the Escrow Agreement. Any failure of Developer to construct the Improvements as provided herein shall not relieve Developer of any obligation to pay Developer’s Payment of Costs Overruns or any other payment required herein.

2.04. Intentionally deleted.

2.05. Inspection. The City Engineer or designee shall periodically inspect the construction of the Improvements in the same manner, and shall possess the same authority, as is provided during the construction of subdivision improvements pursuant to the City of Bastrop’s Subdivision Ordinance, as amended.

2.06. Insurance. The Contractor awarded the contract to construct the Improvements shall be required to carry worker’s compensation insurance on its employees and public liability and property damage insurance on its equipment and employees. The public liability insurance shall be not less than five hundred thousand dollars (\$500,000.00) per person and one million dollars (\$1,000,000.00) per occurrence, with property damage insurance of not less than five hundred thousand dollars (\$500,000.00). In addition, Corporation and Hospital shall be furnished with certificates of insurance and shall be named as additional

named insureds on such certificates, and the Corporation and Hospital shall be notified within ten (10) calendar days of any cancellation of such insurance.

2.07. Accounting. Developer shall submit to Corporation and Hospital a complete accounting of all costs incurred by Developer in the construction of the Improvements. Corporation will not contribute or pay for any cost incurred by Developer which was not approved by Corporation prior to it being incurred. All costs set forth in the approved budget attached hereto as **Exhibit "B-5"** (the "Budget") have been approved by Corporation and the City Engineer. Developer shall maintain the accounting for the Improvements for a period of two (2) years from the date of completion of the Drainage Improvements, and the City of Bastrop and the Corporation may inspect the Developer's books and records related to the Drainage Improvements at any time with reasonable notice.

ARTICLE III Obligations and Payments.

3.01. Construction Costs. The estimated total construction costs (hard and soft costs) for the Improvements is One Million One Hundred Twenty-Five Thousand and 00/100 Dollars (\$1,125,000.00) (the "Estimated Construction Costs"). As used in this Agreement, the phrase "cost of constructing the Improvements" and similar phrases refer to hard and soft costs of constructing the Improvements, subject to Sections 2.03 and 2.07 above.

3.02. Corporation's Payment of Costs. The Corporation shall pay Two Hundred and Fifty Thousand Dollars (\$250,000.00) (Corporation's "Initial Payment of Costs") toward the cost of constructing the Improvements. In the event that the actual total construction costs exceed the Estimated Construction Costs, the Corporation shall pay, in addition to the Initial Payment of Costs, an amount (Corporation's "Payment of Cost Overruns") equal to twenty-two and twenty-two hundredths percent (22.22%) of the difference between the Estimated Construction Costs and the actual total construction costs.

3.03. Escrow of Corporation's Payment of Costs. The Corporation shall pay into escrow Corporation's Initial Payment of Costs pursuant to the Escrow Agreement attached hereto as **Exhibit "B-4"**. Subject to Sections 2.03 and 2.07 above, the Corporation shall pay into said escrow Corporation's Payment of Cost Overruns prior to the date that Corporation's Initial Payment of Costs has been fully released from the escrow. Progress payments may be withdrawn by Developer pursuant to the terms of the Escrow Agreement.

3.04. Hospital's Payment of Costs. The Hospital shall pay Six Hundred Twenty-Five Thousand and 00/100 Dollars (\$625,000.00) (Hospital's "Initial Payment of Costs") toward the cost of constructing the Improvements. In the event that the actual total construction costs exceed the Estimated Construction Costs, the Hospital shall pay, in addition to its Initial Payment of Costs, an amount (Hospital's "Payment of Cost Overruns") equal to fifty-five and fifty-six hundredths percent (55.56%) of the difference between the Estimated Construction Costs and the actual total construction costs.

3.05. Escrow of Hospital's Payment of Costs. The Hospital shall pay into escrow its Initial Payment of Costs, pursuant to the Escrow Agreement attached hereto as **Exhibit "B-4"**. Hospital shall pay into said escrow Hospital's Payment of Cost Overruns prior to the date that Hospital's Initial Payment of Costs has been fully released from the escrow.

Progress payments may be withdrawn by Developer pursuant to the terms of the Escrow Agreement.

3.06. Developer's Payment of Costs. Developer shall pay Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (Developer's "Initial Payment of Costs") toward the cost of constructing the Improvements. In the event that the actual total construction costs exceed the Estimated Construction Costs, Developer shall pay, in addition to its Initial Payment of Costs, an amount (Developer's "Payment of Cost Overruns") equal to twenty-two and twenty-two hundredths percent (22.22%) of the difference between the Estimated Construction Costs and the actual total construction costs.

3.07. Escrow of Developer's Payment of Costs. Developer shall pay into escrow its Initial Payment of Costs, pursuant to the Escrow Agreement attached hereto as **Exhibit "B-4"**. Developer shall pay into said escrow Developer's Payment of Cost Overruns prior to the date that Developer's Initial Payment of Costs has been fully released from the escrow. Progress payments may be withdrawn by Developer pursuant to the terms of the Escrow Agreement.

3.08 Maintenance. Following the completion of the Drainage Improvements, Developer and Hospital shall pay their respective pro rata shares of the reasonable and actual cost to maintain and repair the Drainage Improvements in good condition and repair for their intended use. Each party's pro rata share shall be a fraction, the numerator of which is the land area within the portion of the Benefitted Tracts owned by the application party, and the denominator of which is the total land area of the Benefitted Tracts. Such costs shall be payable annually within thirty (30) days' of the performing party's invoice therefor.

ARTICLE IV Assignment, Modification and Waiver.

4.01. Assignment. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other Parties.

4.02. Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment, or modification only in writing, and by the signatures and mutual consent of the Parties.

4.03. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.

4.04. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.

4.05. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

4.06. Entire Agreement. This Agreement and the Escrow Agreements constitute the entire agreement between the Parties related to the subject matter of this Agreement and

supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.

4.07. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in the Courts of Bastrop County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

4.08. Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.

4.09. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by electronic mail; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to the Developer: 71 Retail Partners, LP
Attention: Doug MacMahon
8214 Westchester Drive, Suite 550
Dallas, TX 75225

If intended for BEDC: City of Bastrop Economic Development Corporation
Attention: Executive Director
301 Highway 71 W, Suite 214
Bastrop, TX 78602

With a copy to: Denton, Navarro, Rocha, Bernal & Zech PC
Attention: Charles E. Zech
2517 North Main Avenue
San Antonio, TX 78212

If to the Hospital: Seton Family of Hospitals
c/o Ascension Health
1300 W. 34th Street
Austin, TX 78705
Attention: Jason Turman, Real Estate
Telephone: 512-324-3174
Email: Jason.turman@ascension.org

With a copy to:

Hall, Render, Killian, Heath & Lyman, P.C.
500 N. Meridian Street, Suite 400
Indianapolis, IN 46204
Attention: Robert A. Hicks
Telephone: 317-633-1433
Email: rhicks@hallrender.com

4.10. No Joint Venture. Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Except, as otherwise specifically provided herein, neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

4.11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument.

Signature Page to Follow:

Executed to be effective on this _____ day of _____, 2017.

DEVELOPER:

71 RETAIL PARTNERS LP,
a Texas limited partnership

By: MC Bastrop 71 GP, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This information was acknowledged before me on this _____ day of _____, 2017,
by _____, _____ for MC Bastrop 71 GP, LLC, a Texas limited liability company, the
general partner of 71 Retail Partners LP, a Texas limited partnership, on behalf of said limited
liability company and said limited partnership.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Executed on this _____ day of _____, 2017

HOSPITAL:

SETON FAMILY OF HOSPITALS,
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This information was acknowledged before me on this _____ day of _____, 2017,
by _____, _____ for Seton Family of Hospitals, a Texas non-profit corporation, on
behalf of said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Executed on this _____ day of _____, 2017.

CORPORATION:

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF BASTROP §

This information was acknowledged before me on this _____ day of _____, 2017,
by _____, _____ for the Bastrop Economic Development Corporation, a Texas non-
profit industrial development corporation, on behalf of said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

APPROVED AS TO FORM:

By: _____
Charles E. Zech, BEDC Counsel
DNRBH&Z P.C.

**EXHIBIT “B-1” TO THE AGREEMENT FOR
CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS**
Description of 52-acre tract

[SEE ATTACHED]

**EXHIBIT “B-2” TO THE AGREEMENT FOR
CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS**
Description of 90-acre tract

[SEE ATTACHED]

**EXHIBIT “B-3” TO THE AGREEMENT FOR
CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS**
Drainage Improvements Specifications

A drainage canal to carry stormwater from properties in the Benefitted Tracts south to the Colorado River.

**EXHIBIT “B-4” TO THE AGREEMENT FOR
CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS**
Escrow Agreement with Corporation

[SEE ATTACHED]

ESCROW AGREEMENT

This Escrow Agreement (herein so called) is made by and between the Bastrop Economic Development Corporation, located in Bastrop County, Texas (“Corporation”), a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505, 71 Retail Partners LP, a Texas limited partnership (“Developer”), Seton Family of Hospitals, a Texas non-profit corporation (“Hospital”), and Lawyers Title Company (“Escrow Agent”). Corporation and Developer are hereinafter from time to time collectively referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, Corporation, Hospital and Developer have entered into that certain Agreement with Developer and Hospital for Construction of Stormwater Drainage Improvement dated _____, 2017 (hereinafter, the “Agreement”) wherein it is agreed that Developer shall make Improvements to the Drainage Easement, therein described; and, that such Improvements shall in part serve the stormwater drainage requirements of improvements that will be made by Corporation and Hospital on tracts of land benefited by the Drainage Easement; and

WHEREAS, pursuant to the terms of the Agreement, Corporation is obligated to contribute a portion of the costs of the Improvements to the Drainage Easement; and

WHEREAS, the purpose of this Escrow Agreement is to provide for the deposit of Corporation’s share of the estimated cost of constructing the Improvements with the Escrow Agent, and provide Escrow Agent instructions for the release of the Funds as progress payments to Developer;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties and Escrow Agent agree as follows:

1. Incorporation of Recitals; Definitions. The foregoing recitals are incorporated herein for all purposes. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Agreement, unless context clearly requires otherwise.

2. Duties of Escrow Agent. Upon the execution of this Escrow Agreement, (i) Corporation shall deliver to Escrow Agent cash or other immediately available funds in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the “Corporation’s Funds”), (ii) Developer shall deliver to Escrow Agent cash or other immediately available funds in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) (the “Developer’s Funds”), and (iii) Hospital shall deliver to Escrow Agent cash or other immediately available funds in the amount of Six Hundred Twenty Five Thousand and 00/100 Dollars (\$625,000.00) (the “Hospital’s Funds”). The Corporation’s Funds, Developer’s Funds and Hospital’s Funds are collectively referred to herein as the “Funds.” Each party agrees to deposit additional Funds when and as required by the Agreement, if at all. Escrow Agent shall immediately deposit the Funds in an interest-bearing account at a financial institution reasonably acceptable to the Parties (the “Escrow Account”). All interest accruing on the Escrow Account shall become part of the Funds and shall be disbursed in accordance with the terms of this Escrow Agreement; however, and, for

federal income tax purposes all interest earned on the Funds shall be deemed to be for the account of the parties in their respective Pro Rata Shares. Corporation shall pay Escrow Agent a fee of \$_____ for the performance of Escrow Agent's obligations under this Escrow Agreement. Escrow Agent shall not be liable for any act or thing done or caused to be done by it under or pertaining to this Escrow Agreement or the Funds, except that Escrow Agent shall be liable for losses and damages caused by the fraud, gross negligence, or willful misconduct of Escrow Agent or any of its agents, employees or representatives. It is understood and agreed that in the case of any controversy, Escrow Agent may refrain from acting in any manner until it receives written agreement from all parties hereto, or Escrow Agent may interplead the Funds into any court of competent jurisdiction, and the act of such interpleader shall immediately relieve Escrow Agent of its duties, liabilities, and responsibilities hereunder. If any controversy arises hereunder which results in Escrow Agent's interpleading the Funds into a court of competent jurisdiction, Escrow Agent shall be reasonably compensated therefor and reimbursed for all reasonable costs and expenses occasioned thereby, and the parties hereto agree jointly and severally to pay the same, and to indemnify Escrow Agent against any such expenses and costs. Escrow Agent's obligations hereunder shall not be subject to rescission or modification except upon receipt by Escrow Agent of written instructions of all the parties hereto or their successors in interest, and no such modification shall be effective unless and until consented to in writing by Escrow Agent. Escrow Agent is not liable for the validity or accuracy of, and shall be protected in acting upon, any notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine and to be signed by the proper party or parties, including but not limited to Improvements Construction Progress Payment release form.

3. Utilization of Funds; Conditions to Release of Funds.

- a. The Funds shall solely be used to pay for the costs to be incurred by Developer to construct the Improvements, as set forth in the Budget (the "Construction Costs"). Pursuant to the Agreement, (i) Developer is responsible for 22.22% of the Construction Costs, (ii) Corporation is responsible for 22.22% of the Construction Costs, and (iii) Hospital is responsible for 55.56% of the Construction Costs (such shares being referred to herein, respectively, as the "Pro Rata Shares" or each party's "Pro Rata Share"). Developer may make progress withdrawals in thirty (30) day intervals by furnishing to Escrow Agent, with a copy to Corporation and Hospital, an affidavit showing that the sum requested to be withdrawn is equal to Corporation's Share of total construction costs expended by Developer on prescribed Improvements, indicating the percentage of site improvements completion and estimating the date of site improvements completion. The affidavit shall be submitted by Developer or the Project Engineer substantially in the form of **Exhibit "C-2"** (each a "Pay Application").
- b. Withdrawals from the escrow shall only be made upon a Pay Application and in accordance with this Section 3.b. The Escrow Agent shall be authorized to release Funds to the Developer, in one lump sum, if neither Hospital nor Corporation has delivered a written objection to such draw request within five (5) business days' of

Developer's submittal of a Pay Application (or upon earlier written authorization from Hospital and Corporation's director of economic development to do so). Each party's Funds shall be charged with its respective Pro Rata Share of each disbursement hereunder.

- c. If Developer fails to complete construction of all site improvements on or before the date that is thirteen (13) months following the date of this Escrow Agreement or if, after six (6) months following the date of this Escrow Agreement, the City Engineer finds, in its reasonable judgement, that the construction of all site improvements will not be complete on the date that is thirteen (13) months following the date of this Escrow Agreement (any such failure of Developer shall be referred to hereafter as a "Developer Breach"), Corporation shall have the right, but not the obligation, at any time thereafter, to take over the construction of the Improvements upon thirty (30) days' written notice to Developer, Hospital and Escrow Agent. If Corporation takes over the construction of the Improvements pursuant to this subsection, (i) Developer shall cease to be entitled to any further disbursements of the Funds, and (ii) any Funds remaining in the Escrow Account at such time shall instead be used to make progress withdrawals for Corporation's construction of the Improvements, in thirty (30) day intervals, by furnishing to Escrow Agent, Developer and Hospital a Payment Application in the same manner applicable to Developer in Section 3.b. above.
- d. All interest accrued in the Escrow Account shall added to the Funds; and any remaining Funds, after all payments due to Developer have been made, shall be returned to the parties in their respective Pro Rata Shares, provided that no Developer Breach has occurred. If a Developer Breach has occurred, any remaining Funds shall be returned to Corporation and Hospital according to the proportion in which they contributed Funds to the Escrow Account.

4. Resignation of Escrow Agent. Escrow Agent may resign as Escrow Agent under this Escrow Agreement by giving written notice to the Parties in accordance with the provisions of this Escrow Agreement at least thirty (30) days before the effective date of such resignation. Thereafter, Escrow Agent shall deliver any remaining Funds held pursuant to this Escrow Agreement upon the joint written and signed order of the Parties. If no such order is received by Escrow Agent within thirty (30) days after the giving of such notice, Escrow Agent is authorized and empowered to deposit the Funds into the registry of a court of competent jurisdiction.

5. Removal of Escrow Agent. The Parties may remove Escrow Agent, with or without cause, and appoint a substitute Escrow Agent or otherwise designate the disposition of the Funds without other formality than giving written notice to Escrow Agent at Escrow Agent's address set forth below, in which event Escrow Agent shall deliver the Funds in accordance with the joint written and signed instructions of the Parties and shall thereupon be deemed to be removed as of the date designated in such notice, or if no date is designated, as of the date such delivery is made.

The Parties shall share equally in any costs incurred by them by reason of any removal of Escrow Agent; provided, however, that each of the Parties shall pay their own attorneys' fees.

6. Notices. All notices, requests, approvals, and other communications required or permitted to be delivered under this Escrow Agreement must be in writing and are effective upon receipt if delivered personally or by confirmed electronic mail transmission, so long as notice by electronic mail transmission is also sent simultaneously by another means provided herein; one (1) day after delivery to a nationally recognized, overnight courier service; or two (2) days after being deposited in the United States mail, certified, return receipt requested, postage prepaid, to the addresses for each party set forth below:

Corporation: City of Bastrop Economic Development Corporation
Attention: Executive Director
301 Highway 71 W, Suite 214
Bastrop, TX 78602
Email:

With copy to: Habib H. Erkan Jr.
Denton, Navarro, Rocha, Bernal & Zech
A Professional Corporation
2517 N. Main Avenue
San Antonio, Texas 78212
Email:

Developer: 71 Retail Partners, L.P.
Attention: Doug MacMahon
8214 Westchester Drive, Suite 550
Dallas, Texas 75225
Email: dm@morancap.com

Hospital: _____
Attention: _____

9. Miscellaneous Provisions.

a. Business Day. The term "business day" as used herein shall mean any calendar day that is not a Saturday, Sunday or legal holiday recognized and observed by the City of Bastrop.

b. No Oral Modification. This Escrow Agreement may not be modified, amended or altered except by an agreement in writing signed by the Parties and Escrow Agent.

c. Governing Law. This Escrow Agreement has been prepared, is being executed and delivered, and is intended to be performed in the State of Texas, and the substantive laws of such state shall govern the validity, construction, enforcement and interpretation of this Escrow Agreement. Venue of any case or controversy arising under or pursuant to this Escrow Agreement shall lie exclusively in Bastrop County, Texas.

d. Severability. If any covenant, provision, or agreement of this Escrow Agreement shall be held illegal, invalid, or unenforceable under present or future laws effective during the term of this Escrow Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Escrow Agreement shall not be affected thereby, and that this Escrow Agreement shall otherwise continue in full force and effect. It is the further intention of the parties that in lieu of each covenant, provision or agreement of this instrument that is held illegal, invalid, or unenforceable, there be added as a part hereof a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

e. Entirety. This Escrow Agreement and the Agreement embody the entire agreement between the parties, and supersede all prior agreements and understandings, if any, relating to the subject matter hereof. To the extent of any conflict between this Escrow Agreement and the Agreement, the parties hereby agree that to the greatest extent possible, any such conflicts shall be resolved to effectuate the intent of the parties, but the Agreement shall in all events govern and control.

f. Binding Effect and Assignment. The terms of this Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives; provided, however, that no party hereto may, without the prior written consent of each of the others (such consent not to be unreasonably withheld, conditioned or delayed), assign any rights, powers, duties, or obligations hereunder, and further provided, however, that this Escrow Agreement shall not inure to the benefit of any party other than the parties to this Escrow Agreement. There are no third-party beneficiaries of this Escrow Agreement or the Agreement.

g. Headings. Section headings are for convenience of reference only and shall in no way affect the interpretation of this Escrow Agreement.

h. Counterparts. This Escrow Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Escrow Agreement by signing any such counterpart.

i. Time of the Essence. Time is of the essence of this Escrow Agreement.

j. Cooperation. Upon the reasonable request of Escrow Agent, each of the Parties agree to promptly provide written authorization to Escrow Agent to do or perform any

actions required of it hereunder, so long as all necessary conditions precedent to such actions (as set forth) have been satisfied.

[Signatures of the Parties Begin on Next Page]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed as of the dates set forth beneath the signatures of each party below, to be effective the latter date executed.

DEVELOPER:

71 RETAIL PARTNERS LP,
a Texas limited partnership

By: MC Bastrop 71 GP, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: _____
Title: _____

CORPORATION:

**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Name: _____
Title: _____

HOSPITAL:

SETON FAMILY OF HOSPITALS
a Texas non-profit corporation

By: _____
Printed: _____
Title: _____

ESCROW AGENT:

Lawyers Title Company

By: _____
Name: _____
Title: _____
Date: _____

DRAFT

**EXHIBIT “B-5” TO THE AGREEMENT FOR
CONSTRUCTION OF STORMWATER DRAINAGE IMPROVEMENTS**
Budget

[SEE ATTACHED]

DRAFT

**EXHIBIT “C-1” TO THE ESCROW AGREEMENT
Performance Agreement**

[SEE ATTACHED]

DRAFT

**EXHIBIT "C-2" TO THE ESCROW AGREEMENT
Progress Payment Release Form**

[SEE ATTACHED]

DRAFT

PROGRESS PAYMENT RELEASE FORM

Affidavit

State of Texas §

§

County of Bastrop §

Before me, the undersigned authority in and for the state and county aforesaid, on this day personally appeared _____, in his capacity as _____ of MC Bastrop GP, LLC, a Texas limited liability company, the general partner of 71 Retail Partners, LP, a Texas limited partnership (“Developer”), who, being by me first duly sworn upon his oath deposes and says:

I, _____, on behalf of Developer, certify the following:

- 1) This is the first withdrawal request since (Insert Date)
- 2) This request is for the withdrawal of the sum of \$_____ from the escrow account heretofore deposited.
- 3) As of the date of this withdrawal request the total expenditures made toward completion of the Drainage Improvements described in the Escrow Agreement is \$_____.00 (the “Total Expenditures to Date”) and, including this withdrawal, the total amount of withdrawals from this Escrow Account equals \$_____.00, which is ____% of the Total Expenditures to Date.

Further Affiant sayeth not.

Signature of Affiant

Affiant’s Printed Name

Affiant’s Title

State of Texas §
 §
County of Bastrop §

Sworn to and subscribed before me by _____ on this _____
_____ day of _____, 20____.

(personalized seal)

Notary Public's Signature

DRAFT

**EXHIBIT “A-2” TO THE PERFORMANCE AGREEMENT
Drainage Easement**

[SEE ATTACHED]

DRAFT

**EXHIBIT “A-3” TO THE PERFORMANCE AGREEMENT
Agnes Street Extension Improvements**

[SEE ATTACHED]

DRAFT

**EXHIBIT “A-4” TO THE PERFORMANCE AGREEMENT
Rights of Way Agreement**

[SEE ATTACHED]

DRAFT

NOTICE OF CONFIDENTIALLY RIGHTS; IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

RIGHT-OF-WAY DEDICATION
INCLUDING PUBLIC UTILITY AND DRAINAGE EASEMENTS

Date: _____, 2017

Grantor: 71 Retail Partners, a Texas limited partnership

Grantor's Mailing Address: [include county]

Grantee: City of Bastrop, Texas, a home rule municipality

Grantee's Mailing Address: 1311 Chesnutt Street
P.O. Box 427
Bastrop, Bastrop County, Texas 78602

Property: That certain _____ acre (_____ square feet, more or less) tract or parcel of land situated in Bastrop County, Texas, being more particularly described by metes and bounds on **Exhibit "D-1"**, attached hereto and made a part hereof for all purposes.

For good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged and for which no lien or encumbrance, either expressed or implied, is retained, Grantor hereby irrevocably dedicates and conveys to Grantee and its successors and assigns, the Property described above for the use and benefit of the public as a perpetual public right-of-way and easement for the passage and accommodation of vehicular and pedestrian traffic, and the construction, operation, use, maintenance, inspection, repair, alteration, and replacement of a paved road within the boundaries of the right-of-way and easement area, and for all other purposes for which a public street and right-of-way is commonly used, including installing, repairing, maintaining, altering, replacing, relocating, and operating utilities and drainage improvements in, into, upon, over, across, and under said right-of-way, and including but not limited to all such uses permitted by the laws of the State of Texas and the ordinances and charter of the City of Bastrop, Texas.

TO HAVE AND TO HOLD said right-of-way and easement unto the City of Bastrop, its successors and assigns, and GRANTOR hereby binds itself, its successors, and assigns to warrant and forever defend, all and singular, said premises unto the City of Bastrop, its successor and

assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The remainder of this page intentionally blank, signature page to follow.

DRAFT

IN WITNESS WHEREOF, this instrument is executed to be effective as of the date set out above.

GRANTOR:

71 RETAIL PARTNERS LP,
a Texas limited partnership

By: MC Bastrop 71 GP, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: _____

ACCEPTED:

THE CITY OF BASTROP, TEXAS,
a Texas municipality

Lynda Humble, City Manager

State of Texas §

§

County of Bastrop §

This Right-of-Way Dedication was acknowledged before me on this ____ day of _____, 2017, by _____, _____ of MC Bastrop 71 GP, LLC, a Texas limited liability company, the general partner of 71 Retail Partners LP, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

Notary Public, State of Texas

State of Texas §

§

County of Bastrop §

This Right-of-Way Dedication was acknowledged before me on this ____ day of _____, 2017, by Lynda Humble, City Manager of the City of Bastrop, a Texas Municipality, on behalf of said Municipality.

Notary Public, State of Texas

The preparer of this document has made no investigation of the following matters: the accuracy of the legal description used herein, whether or not the Grantor is the correct owner of the property, whether or not the party signing on behalf of the Grantor is authorized to sign on behalf of the Grantor, or any title matters whatsoever.

PREPARED IN THE LAW OFFICE OF:

DENTON NAVARRO ROCHA BERNAL
AND ZECH P.C.
2517 N. Main Avenue
San Antonio, Texas 78212

**AFTER RECORDING RETURN
TO:**

DIRECTOR OF ECONOMIC DEV.
Bastrop EDC
903 Main Street
Bastrop, Texas 78602-3809

DRAFT

**EXHIBIT “D-1” TO THE RIGHT-OF-WAY DEDICATION
Metes and Bounds Description of the Property**

[SEE ATTACHED]

DRAFT

**EXHIBIT “A-5” TO THE PERFORMANCE AGREEMENT
Hospital Plat Application**

[SEE ATTACHED]

DRAFT

**EXHIBIT “A-6” TO THE PERFORMANCE AGREEMENT
Drainage Easement**

[SEE ATTACHED]

DRAFT

**EXHIBIT “A-7” TO THE PERFORMANCE AGREEMENT
Sample Annual Certification Report Form**

[SEE ATTACHED]

DRAFT

Annual Certification Report

Reporting Period: _____ to _____ 20__

The Annual Certification Report for the Economic Development Performance Agreement between the Bastrop Economic Development Corporation and Seton Family of Hospitals, a Texas non-profit corporation (“Hospital”), is due on _____ **15, 20**__. Please sign and return the Annual Certification Report form with accompanying narrative.

I. PROJECT INFORMATION

Project Information:

Hospital's legal name: Seton Family of Hospitals, a Texas non-profit corporation

Project address subject to incentive: _____

Hospital primary contact: _____ Title: _____

Phone number: _____ E-mail address: _____

II. REPORTING INFORMATION

Employment and Wage Information:

Has the Hospital employed undocumented workers? Yes No

What is the total number of Full-time or Full-Time Equivalent Employees located at the Bastrop facility during the calendar year? _____

What is the total Annual Payroll for the Bastrop facility during the calendar year? _____

Narrative:

Please attach a brief narrative explaining the current year's activities and/or comments relating to any potential defaults.

III. ADDITIONAL INFORMATION (VOLUNTARY)

Employment:

Total full-time employees or full-time equivalents: _____

Total annual payroll: _____

Number of full-time or full-time equivalent jobs added in past year: _____

Number of employees that live in Bastrop, Texas: _____

Interested in being contacted about workforce training opportunities? Yes No

Interested in being contacted for assistance with City permits? Yes No

IV. CERTIFICATION

I certify that, to the best of my knowledge and belief, the information and attachments provided herein are true and accurate and in compliance with the terms of Economic Development Performance Agreement.

I further certify that the representations and warranties contained within the Agreement remain true and correct as of the date of this Certification, and remakes those representations and warranties as of the date hereof.

I further certify that the employment and wage information provided is true and accurate to the best of my knowledge and I can provide documentation from the Texas Workforce Commission to support my claim if so requested.

I understand that this Certificate is being relied upon by the BEDC in connection with the expenditure of public funds.

I have the legal and express authority to sign this Certificate on behalf of Hospital.

Name of Certifying Officer

Certifying Officer's Title

Phone Number

E-Mail Address

Signature of Certifying Officer

Date

STATE OF TEXAS §
COUNTY OF _____ §

This information was acknowledged before me on this _____ day of _____, _____ by _____, _____ for Seton Family of Hospitals, a Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

The Annual Certification Report is to be completed, signed and returned on or before February 15, 20___. Please send an original to the following address:

**Attention: Executive Director
City of Bastrop Economic Development Corporation**

Bastrop, TX _____



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 8E

TITLE:

Consider action to approve the second reading of Resolution No. R-2017-97 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development funds for the extension of the public road known as Agnes Street as an infrastructure improvement project in an amount exceeding ten thousand dollars (\$10,000); repealing all resolutions in conflict; and providing an effective date.

STAFF REPRESENTATIVE:

Shawn Kirkpatrick, Bastrop EDC Executive Director

BACKGROUND/HISTORY:

The Bastrop EDC Board of Directors approved funding the Agnes Extension Infrastructure Project at their Board meeting on October 31, 2017. Pursuant to Section 505.158(b) of the Local Government Code, prior to the BEDC funding a project involving an expenditure of more than \$10,000, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council on two separate occasions.

As part of a Performance Agreement with Seton Family of Hospitals, the EDC has agreed to construct an extension of Agnes Street from SH 304 to the eastern property line of the Bastrop Grove subdivision. The attached resolution provides the City Council approval necessary for the EDC to undertake the project.

The EDC budgeted in FY 2018 to issue \$1.2 million in debt to construct the northern two lanes of a four-lane divided roadway, multi-modal trail, and stormwater drainage structure. No water or wastewater improvements are included or necessary for the Agnes Street Extension. This project is being undertaken to promote or develop new or expanded business enterprises.

The EDC is authorized in the LGC Section 501.103 to undertake certain infrastructure improvement projects:

Sec. 501.103. CERTAIN INFRASTRUCTURE IMPROVEMENT PROJECTS. In this subtitle, "project" includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to:

- (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements;*
- (2) telecommunications and Internet improvements; or*
- (3) beach remediation along the Gulf of Mexico.*

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

RECOMMENDATION:

Consider action to approve the second reading of Resolution No. R-2017-97 of the City Council of the City of Bastrop, Texas, approving the expenditure of Bastrop Economic Development funds for the extension of the public road known as Agnes Street as an infrastructure improvement project in an amount exceeding ten thousand dollars (\$10,000); repealing all resolutions in conflict; and providing an effective date.

ATTACHMENTS:

- Draft Resolution
- Opinion of Probable Cost



RESOLUTION NO. R-2017-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE EXPENDITURE OF BASTROP ECONOMIC DEVELOPMENT FUNDS FOR THE EXTENSION OF THE PUBLIC ROAD KNOWN AS AGNES STREET AS AN INFRASTRUCTURE IMPROVEMENT PROJECT IN AN AMOUNT EXCEEDING TEN THOUSAND DOLLARS (\$10,000); REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Local Government Code, Section 501.103 authorizes the expenditure of Bastrop Economic Development Corporation (“BEDC”) funds for a project that the BEDC’s Board of Directors determines to be necessary and suitable to promote or develop new or expanded business enterprises, limited to streets and roads, rail spurs, water and sewer utilities, electric and gas utilities, drainage, site improvements, and related improvements; and

WHEREAS, the Texas Local Government Code, Section 505.158(a) authorizes a Corporation created by a municipality of 20,000 or less to fund a project that includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the Corporation’s Board of Directors to promote new or expanded business development; and

WHEREAS, the Board of Directors of the BEDC met on October 31, 2017, and took formal action making required findings, and supporting and authorizing funding for various Type B Corporation projects; and

WHEREAS, regarding one such project, after careful evaluation and consideration by the BEDC, it has determined that a project proposing to design and construct targeted infrastructure and improvements, referred to as the Agnes Street Extension Infrastructure Project (“Project”), is necessary and suitable to promote or develop new or expanded business enterprises within the City of Bastrop, and further, that such infrastructure is limited to permissible infrastructure as an authorized project pursuant to Section 501.103 of the Texas Local Government Code; and

WHEREAS, the Project involves the expenditure of more than \$10,000.00, which pursuant to Section 505.158(b) of the Texas Local Government Code mandates that City Council must first authorize the Project by Resolution presented to City Council on two separate occasions; and

WHEREAS, the City has reviewed the October 31, 2017, actions of the BEDC related to the Project noted herein, has considered and evaluated that Project, and has found it meritorious of the City Council’s authorization and approval.

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

SECTION 1. Findings and Determination. The City Council hereby finds and determines that it is in the best interest of the BEDC and the City to authorize funding for the Agnes Street Extension Infrastructure Project, as authorized by the Texas Local Government Code, Sections 501.103 and 505.158.

SECTION 2. Authorization of Expenditure. The City Council of the City of Bastrop, Texas, hereby authorizes the use of BEDC funds for the Agnes Street Extension Infrastructure Project in an amount not to exceed \$1,200,000, as estimated and requested by the BEDC.

SECTION 3. Open Meeting. The City Council hereby finds and determines that the meeting at which this Resolution was passed was open to the public, and public notice of the time, place and purpose at which it was read was given in accordance with Chapter 551, Texas Government Code.

SECTION 4. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 5. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 6. Two Readings Required. This Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

READ and ACKNOWLEDGED on First Reading on the 28th day of November 2017.

READ and APPROVED on the Second Reading on the 12th day of December 2017.

[SIGNATURE PAGE FOLLOWS]

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

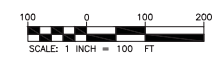
ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

DRAFT



PRELIMINARY

OPTION 1

WEST SIDE DRAINAGE PLANNING - MINOR ARTERIAL/COLLECTOR - TYPICAL SECTION	
ENGINEER'S OPINION OF PROBABLE COST	
GENERAL CONDITIONS/MASS GRADING	\$ 97,424
STREET IMPROVEMENTS	\$ 422,122
DRAINAGE IMPROVEMENTS	\$ 99,837
EROSION CONTROL & RESTORATION	\$ 41,581
TOTAL HARD CONSTRUCTION COST	\$ 653,964
15% CONTINGENCY	\$ 98,095
ENGINEERING/SURVEYING	\$ 78,476
TOTAL SOFT CONSTRUCTION COST	\$ 176,571
GRAND TOTAL	\$ 830,535

OPTION 2

WEST SIDE DRAINAGE PLANNING - TYPICAL URBAN SECTION	
ENGINEER'S OPINION OF PROBABLE COST	
GENERAL CONDITIONS/MASS GRADING	\$ 152,694
STREET IMPROVEMENTS	\$ 612,440
DRAINAGE IMPROVEMENTS	\$ 136,237
EROSION CONTROL & RESTORATION	\$ 78,703
TOTAL HARD CONSTRUCTION COST	\$ 980,074
15% CONTINGENCY	\$ 147,011
ENGINEERING/SURVEYING	\$ 117,609
TOTAL SOFT CONSTRUCTION COST	\$ 264,620
GRAND TOTAL	\$ 1,244,694

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF REVIEW UNDER AUTHORITY OF EREN ULUSOY, P.E. 122168 ON 7/27/2017. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

CITY OF BASTROP
WEST SIDE DRAINAGE PLANNING

Bowman CONSULTING

1120 S. Capital of Texas Hwy. • Building 3, Suite 220 • Austin, Texas 78746
Phone: (512) 327-1180 • Fax: (512) 327-4062 • www.bowmanconsulting.com
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STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9A

TITLE:

Consider action to approve the first reading of ordinance No. 2017-29 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances to provide for creating and enacting Chapter 1, Article 1.19, of the Bastrop Code of Ordinances; creating a Youth Advisory Council and providing for the Council's Organization, Membership, Responsibilities, and Resources; and providing for findings of fact, enactment, effective date, repealer, severability, codification, and proper notice and meeting.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

BACKGROUND/HISTORY:

Mrs. Megan Brandon, a 9th Grade Social Studies Research Methods Teacher at Colorado River Collegiate Academy, has four (4) classes working with a program called Generation Citizens. St. Edwards and University of Texas college students serve as democracy coaches. Generation Citizens is an action-civics curriculum where students select a community issue, research it, and come up with a potential solution. These students are some of the first in the state and central U.S. to take part in this program. To date, this program has only been available in Boston, New York, San Francisco, and Connecticut.

Mrs. Brandon's third period class identified few opportunities for youth activities and leadership in Bastrop. Their identified solution to help solve this issue is a Youth Advisory Council, which they presented to Council for consideration on May 9, 2017. City Council was supportive of this concept.

POLICY EXPLANATION:

Since the May 9, 2017 Council meeting, Mrs. Brandon's class has worked diligently on the bylaws for this organization. This class will be present their recommendations for by-laws at the December 12th Council meeting. In addition, Dr. Kristi Lee, Executive Director of Communications and Community Services for Bastrop Independent School District, will coordinate and provide appointment nominations to the YAC for the Mayor's consideration for the January 9th meeting. This 12-member board will serve as a conduit to the youth of the Bastrop community.

FUNDING SOURCE:

N/A

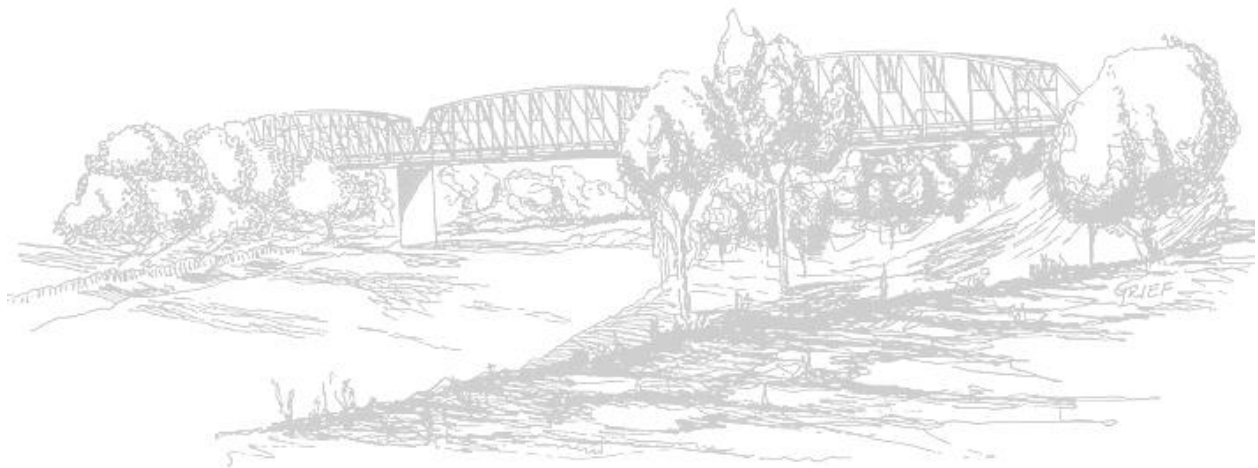
RECOMMENDATION:

Consider action to approve the first reading of ordinance No. 2017-29 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances to provide for creating and enacting Chapter 1, Article 1.19, of the Bastrop Code of Ordinances; creating a Youth Advisory Council and providing for the Council's Organization, Membership, Responsibilities, and Resources; and

providing for findings of fact, enactment, effective date, repealer, severability, codification, and proper notice and meeting.

ATTACHMENTS:

- Final version of Ordinance 2017-32
- Attachment "A": Chapter 1 General provisions
- Mrs. Brandon's Class Presentation



CITY OF BASTROP

ORDINANCE No. 2017-32

YOUTH ADVISORY COUNCIL

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, CREATING AND ENACTING CHAPTER 1, ARTICLE 1.19, OF THE BASTROP CODE OF ORDINANCES; CREATING A YOUTH ADVISORY COUNCIL AND PROVIDING FOR THE COUNCIL'S ORGANIZATION, MEMBERSHIP, RESPONSIBILITIES, AND RESOURCES; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, EFFECTIVE DATE, REPEALER, SEVERABILITY, CODIFICATION, AND PROPER NOTICE AND MEETING.

WHEREAS, the Bastrop City Council ("City Council") has the authority to establish a Youth Advisory Council in which young community members become more involved in community issues and learn about local government; and

WHEREAS, the City Council desires to establish the Youth Advisory Council to provide such insight and community outreach; and

WHEREAS, the City is authorized by Tex. Loc. Gov't Code § 51.001 to adopt, appeal or amend any ordinance that is for the good government, peace, or order of the municipality, and for the trade and commerce of the municipality, and is necessary or proper for carrying out a power granted by law to the municipality; and

WHEREAS, the City has the full power of local self-government as recognized by Tex. Loc. Gov't Code § 51.072; and

WHEREAS, the City Council finds this Ordinance to be reasonable and prudent, and necessary for developing better community goals and outreach among Bastrop's youth.

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

SECTION 1. FINDINGS OF FACT

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

SECTION 2. ENACTMENT

Article 1.19 has been added to the City's Code of Ordinances ("Code"), and after such addition, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. The entire attachment shall be inserted into the Code.

SECTION 3. EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage.

SECTION 4. REPEALER

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

SECTION 5. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

SECTION 6. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

SECTION 7. PROPER NOTICE & MEETING

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

READ & ACKNOWLEDGED on First Reading on this, the 12th day of December 2017.

READ & APPROVED on the Second Reading on this, the 9th day of January 2018.

APPROVED:

by: _____
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Chapter 1—General Provisions

ARTICLE 1.19: YOUTH ADVISORY COUNCIL

1.19.1. Formation.

There is hereby created a Youth Advisory Council.

1.19.2. Membership.

- (a) **Eligibility.** The Council shall consist of twelve (12) students. To be eligible to serve, the students must be: (a) between the 9th-12th grades; (b) either attend Bastrop Independent School District or be registered home school students within the school district boundaries; and (c) maintain at least a 3.0 grade point average (GPA).
- (b) **Appointment & Removal.** In accordance with Section 3.08 of the City Charter, the Mayor shall appoint eligible students to the Council. Membership may be terminated either voluntarily or involuntarily. For voluntary termination of membership, a member may submit a written resignation. A member who has resigned is eligible to reapply for future Council membership. A member may be involuntarily removed from Council by the Mayor if the Mayor determines the member: (1) behaved in a way that jeopardized the safety, credibility, or integrity of the Council; and/or (2) failed to attend four (4) consecutive general meetings without prior notice. A member may be put up for review in order to determine whether or not their membership will be terminated. Any person whose membership is involuntarily terminated may then reapply for future Council membership after one calendar year has passed since their removal.
- (c) **Terms of Office.** Members shall have a one (1) year term of office. Vacancies on the Council may be filled by appointment of the Mayor for the unexpired term. Nothing in this Section or Division shall be construed as creating a property interest on behalf of the Members in continued occupancy of a position on the Council.
- (d) **Officers:** Within the Council, there shall be the following officer positions and accompanying duties: President, who will guide and lead the Council; Vice-President, who has interim duties when President is absent; Secretary, who is responsible for notes/minutes and scheduling of meetings; Parliamentarian, who is ensured with keeping the peace, order, and efficiency of the Council. All officer positions shall be elected by a majority vote of Council members. The duration of each position shall be for the Council year for which they are elected.

- (e) Voting: A quorum for all meetings of the Council shall be nine (9) Members. On all matters, a simple majority vote is required for passage.
- (f) Comportment: Members shall not act in any way that would jeopardize the safety, credibility, or integrity of the Council, or the City of Bastrop.

1.19.3. Purpose and Responsibilities.

- (a) The Council shall promote the interests of, and receive input from Bastrop’s youth.
- (b) The Council shall research what communities outside of Bastrop are doing to involve the youth in the development of the community, to expand and build upon Bastrop’s own community outreach.
- (c) The Council shall promote the involvement of Council to other communities.

1.19.4. Meetings.

The Council shall conduct regular meetings once a month, as scheduled by the Secretary. Meetings shall primarily be conducted at City Hall. Other meeting times and locations can be selected by the members, as deemed necessary and appropriate. Because the Council is purely an advisory body, compliance with the Texas Open Meetings Act is not required.

1.19.5. Information.

The Council shall serve as a conduit for soliciting, compiling, and submitting youth input on community activities to the City Council. The Council shall be subject to the Texas Public Information Act and Texas Records Retention Act.



Youth Advisory Council Update

10th Grade SUSO



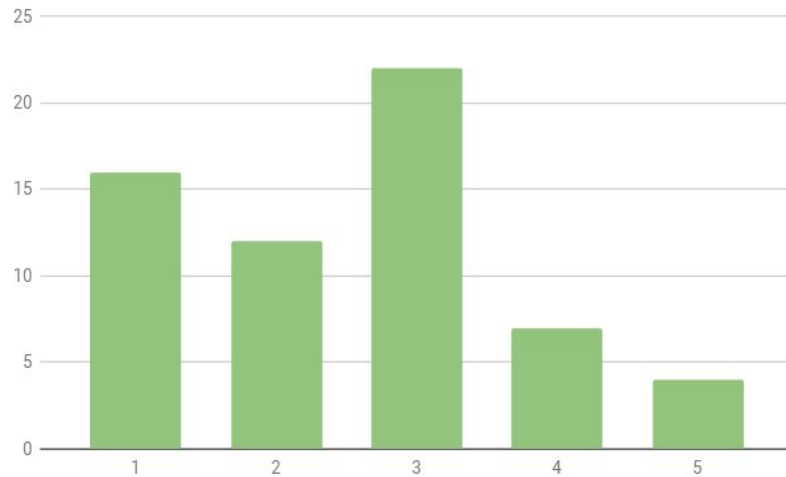
Who We Are

- 10th Grade Students from Colorado River Collegiate Academy.
- Members of the *Speak up! Speak out!* Team.
- Former members of the *Generation Citizen* program.



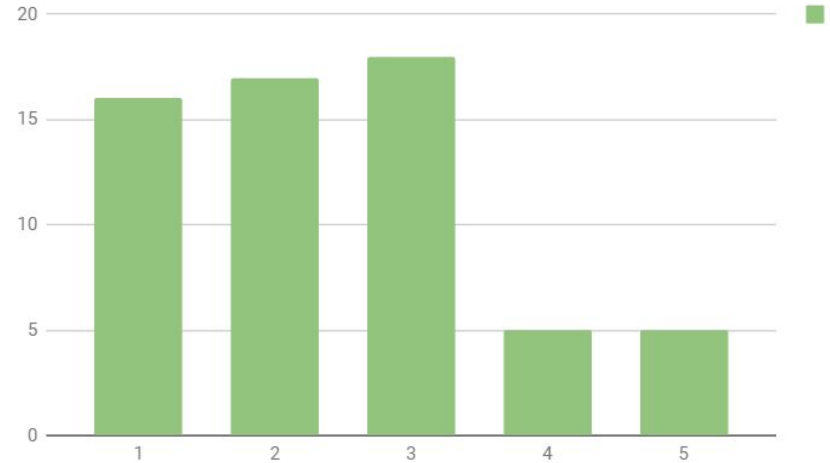
1 Strongly Disagree - 5 Strongly Agree

I know where to look for leadership opportunities



Most students clarified they were not involved with leadership positions because they are uneducated on where they should look for leadership opportunities.

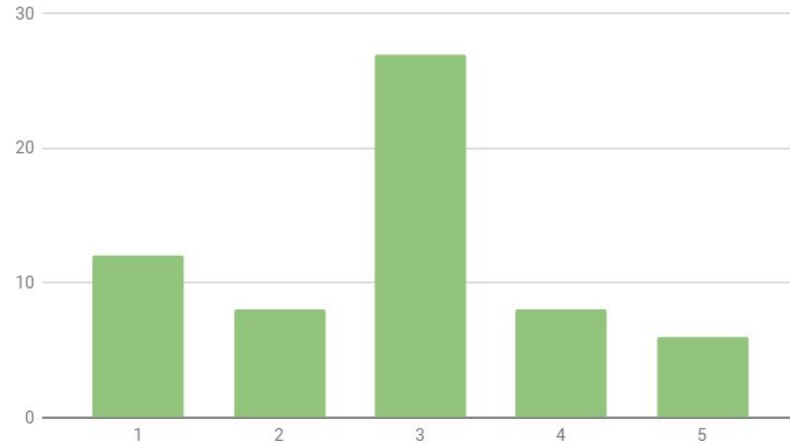
I am involved with the community of Bastrop



In this survey, the 9-12th grade students mostly disagreed in being involved within the Bastrop community. Evidently, this shows that our community is uneducated on where they should look for these opportunities, regardless of the amount community opportunities.

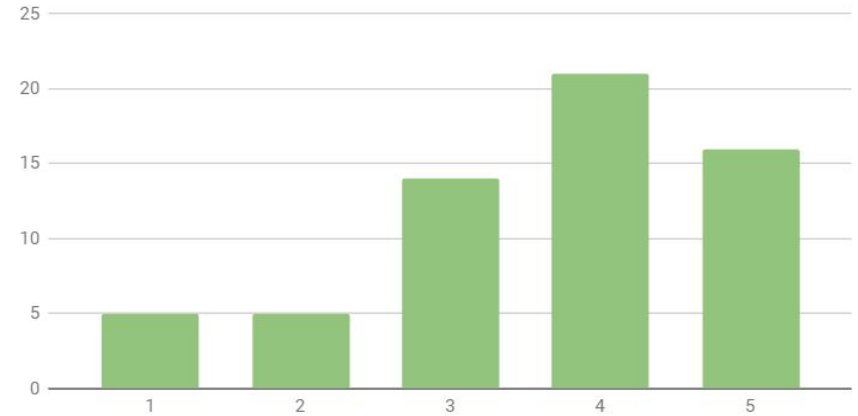
1 Strongly Disagree - 5 Strongly Agree

I feel that Bastrop has enough youth activities



Students here had mixed feelings on Bastrop having enough youth activities. The majority felt neutral. Other students either felt like there strongly was or strongly wasn't, because they weren't educated enough on where to find youth activities.

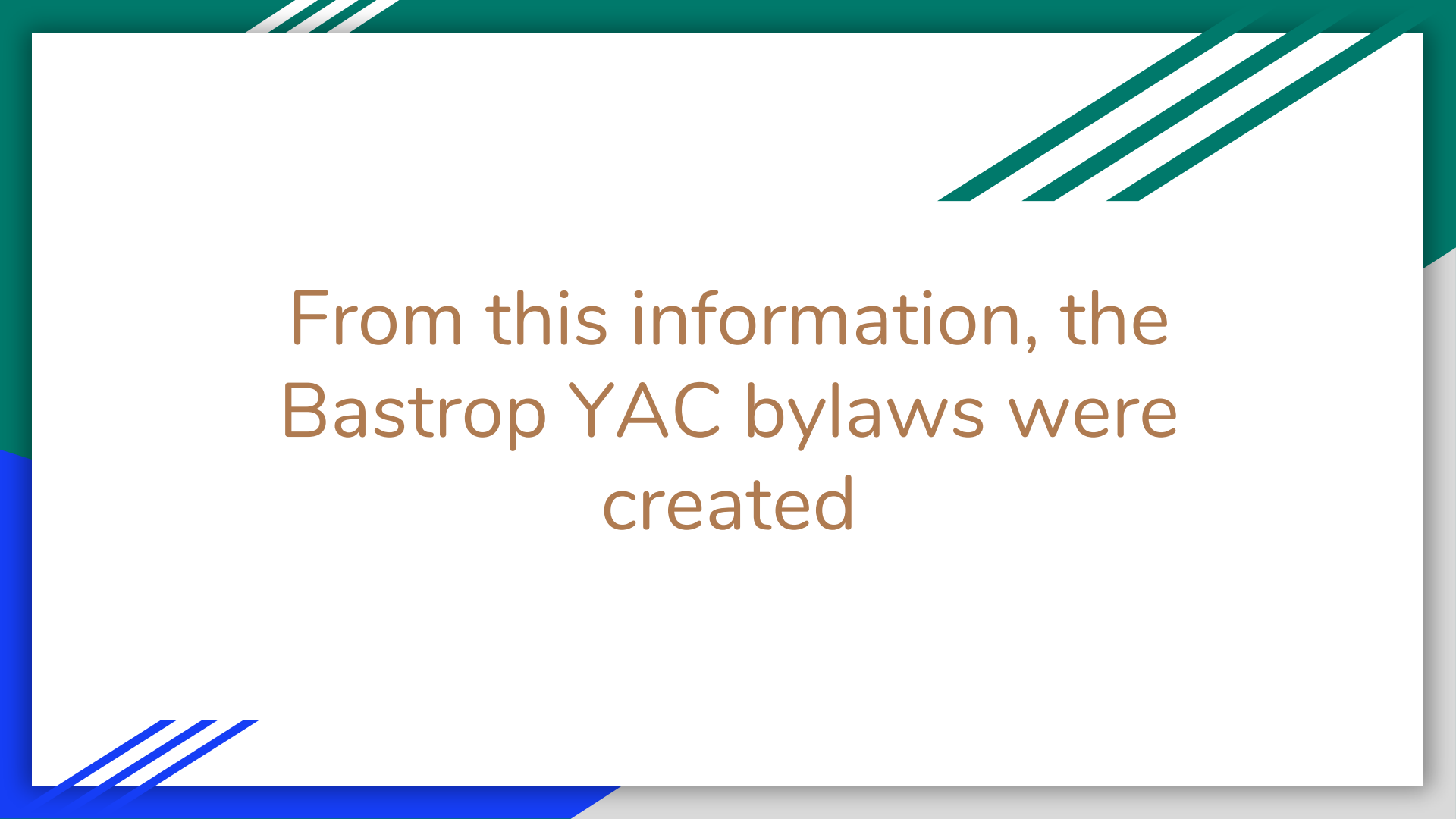
High school students can benefit from learning about local government.



In this survey, students felt that they would strongly benefit from learning about local government. As of now, the only way to learn about local government is to take a high school class. With the addition of a YAC, the students would benefit even more.

Interviews

- Xuan Xuan
 - 9th Grader
- Miranda
 - 10th Grader
- Sydney
 - 11th Grader
- Common Theme:
 - Not enough youth activities in Bastrop.
 - Not knowing where to look for youth activities.
- What do people want in a YAC:
 - Ability to help community
 - Connect and help outside of school.
 - Learn about local government.



From this information, the
Bastrop YAC bylaws were
created

Bylaws in a Nutshell

The Bastrop Youth Advisory Council:

- Promote involvement within the community.
- Must live within the Bastrop Independent School District or within the district boundaries.
- Members must be between the grades of 9 through 12
- Are maintaining a 3.0 average.
- Will offer multiple officer positions

What's in the Bylaws

Purpose:

- Promote interest/receive input from the youth in the community.
- Research what other communities are doing to involve the youth in the development of the community.
- Promote the involvement of YAC to other communities.

Membership:

- Members must attend Bastrop Independent School District or be a registered home school student within the school district boundaries.
- Grades 9-12, 3.0 GPA or higher.
- Members will be appointed in accordance with the City Charter.

What's in the ByLaws? (cont.)

Officers and Duties:

- President guides and leads the council.
- Vice President- takes place of the president when absent.
- Secretary- takes notes and schedules meetings.
- Parliamentarian- keeps the peace and ensures that the council is on task.
- Officers will be elected by majority vote.

Members:

- Consists of 12 students.
- A quorum will consist of nine of the filled Board positions.

What's in the Bylaws (cont.)

Termination of Membership

- Voluntary
 - Must submit a written resignation.
 - Is allowed to reapply for future YAC membership.
- Involuntary
 - Behaves in a way that would jeopardizes the credibility and integrity of the Bastrop YAC.
 - Fails to attend 4 consecutive general meetings without prior notice.
 - A person may be put up for review of whether or not to terminate a membership
 - Can reapply for future YAC membership after one calendar year.



Any
Questions?



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9B

TITLE:

Consider action to approve Resolution No. R-2017-104 of the City Council of the City of Bastrop, Texas adopting the Bastrop Election Calendar for the May 5, 2018 and possible run-off election on June 9, 2018, attached as Exhibit A; and providing an effective date.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

The Texas Election Code and Local Government Code prescribes election deadlines. The City of Bastrop is legally required to adhere to the deadlines.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-104 of the City Council of the City of Bastrop, Texas adopting the Bastrop Election Calendar for the May 5, 2018 and possible run-off election on June 9, 2018, attached as Exhibit A; and providing an effective date.

ATTACHMENTS:

- Exhibit A

RESOLUTION NO. R-2017-104

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
ADOPTING THE BASTROP ELECTION CALENDAR FOR THE MAY 5, 2018,
ELECTION AND POSSIBLE JUNE 9, 2018, RUN-OFF ELECTION, AS
ATTACHED AS EXHIBIT A; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, The City of Bastrop elections are held on the uniform election date for May;
and

WHEREAS, The City of Bastrop will contract with Bastrop County for the coordination,
supervision and running of the City of Bastrop's May 5, 2018 election and possible June 9, 2018,
run-off election; and

WHEREAS, in accordance with the Texas Election Code, the City of Bastrop is prohibited
from transferring certain duties to Bastrop County.

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

Section 1: The City Secretary is hereby directed to adhere to the City of Bastrop's May
5, 2018, General Election and possible June 9, 2018 Run-Off Election Calendar, as attached as
Exhibit A.

Section 2: That this Resolution shall take effect immediately upon its passage, and it
is so resolved.

DUTY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th Day
of December, 2017.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

EXHIBIT A

BASTROP ELECTION CALENDAR
MAY 5, 2018 GENERAL ELECTION

<u>DATE</u>	<u>ACTION</u>
December 18	Last Day to post notice of the dates of the candidate filing period for the election.
January 15	Candidate/Officeholder Campaign Finance Report. (Semiannual Report) – Deadline 5:00 p.m.
January 17	First day candidates may file an application for a place on the ballot for Regular Election. <i>(The candidate must have appointed a campaign treasurer prior to filing an application for a place on the ballot.)</i>
February 13	Last Council meeting allowed to call general election. <i>(February 16, 2018 is the last day to order the Election.)</i>
February 16	Last day for candidate to file an application for a place on the ballot for Regular Election. – Deadline 5:00 p.m.
February 23*	Last day a candidate may withdraw from the Regular election. <i>(*Candidates may withdraw if it is before ballots are prepared, even if it is after the deadline.)</i>
February 26	Conduct Drawing for order of names on ballot at 9:00 a.m. City Hall, 1311 Chestnut Street.
February 26	Candidate Orientation at City Hall, 1311 Chestnut Street at 9:30 a.m.
April 5	30 th Day Before Election Report. (Form C/OH) – Deadline 5:00 p.m.
April 5	Last day for submitting voter registration application in time to vote at the election or for requesting transfer of registration in time to vote in new precinct not in the same county and territory.

EXHIBIT A

- April 23 First day for early voting by personal appearance.
- April 27 8th Day Before Election Report. (Form C/OH) – **Deadline 5:00 p.m.**
- May 1 Last day for regular early voting by personal appearance.
- May 5 **ELECTION DAY**
- May 15 Canvass results of election at 6:30 p.m. City Hall, 1311 Chestnut Street. ***(May 16, 2018 is the last legal day to canvass.) (This date could possibly change, it is determined by the Federal Write-in Absentee Ballot and Mail in ballots. These ballots must be accounted for prior to the results of the Election being released. If this date changes it will be posted on the City's Web Site and Council Meeting Board.)***

JUNE 9, 2018 RUNOFF ELECTION

- May 15 **Order Runoff Election *(This is the same day as the Canvass, if canvass date changes this date changes.)***
- June 9 **RUNOFF ELECTION**
- May 29 **Early Voting in person begins. *(Twelfth day is on Memorial Day, May 28, 2017)***
- June 5 **Early Voting in person ends.**
- June 19, 2017 **Canvass**
- June 19, 2017 **Swearing in**



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9C

TITLE:

Consider action to approve the first reading of Ordinance No. 2017-30 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12, titled "Traffic and Vehicles", Article 12.12, titled "Golf Carts" and regulating the operation of golf carts on public streets; providing for a penalty for the violation of this ordinance; providing for repealing, savings, and severability clauses; and move to include on the January 9, 2018 agenda for a second reading.

STAFF REPRESENTATIVE:

Steve Adcock, Public Safety Director

BACKGROUND/HISTORY:

Staff has received several calls on inquiring about the use of golf carts at special events to transport people to and from the event. The City currently has no ordinance allowing the use of a golf cart. Under the Transportation Code Sec. 551.404, a municipality may allow an operator to operate a golf cart on a public highway inside the city limits and on a road with a posted speed limit of 35mph or below.

POLICY EXPLANATION:

By creating this ordinance, it will give the City Manager or his/her designee authority to approve a permit to operate a golf cart at certain events.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve the first reading of Ordinance No. 2017-30 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12, titled "Traffic and Vehicles", Article 12.12, titled "Golf Carts" and regulating the operation of golf carts on public streets; providing for a penalty for the violation of this ordinance; providing for repealing, savings, and severability clauses; and move to include on the January 9, 2018 agenda for a second reading.

ATTACHMENTS:

- Final version of Ordinance No. 2017-30

CITY OF BASTROP, TX
ORDINANCE NO. 2017-30

GOLF CART ORDINANCE

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE CODE OF ORDINANCES, RELATED TO CHAPTER 12, TITLED "TRAFFIC AND VEHICLES", ARTICLE 12.12, TITLED "GOLF CARTS" AND REGULATING THE OPERATION OF GOLF CARTS ON PUBLIC STREETS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES.

WHEREAS, under Texas Law, it is generally an offense to operate golf carts on public streets; and

WHEREAS, the City Council of the City of Bastrop ("City Council") seeks to authorize the operation of golf carts on public streets in certain situations; and

WHEREAS, the City Council finds that the use of golf carts as transportation over public streets is reasonable and prudent in certain situations and in accordance with the safeguards specified in this ordinance; and

WHEREAS, the City Council is authorized to allow limited operation of golf carts on public streets in accordance with Texas Transportation Code §§ 551.403 and .404; and

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

1. FINDINGS OF FACT

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

2. AMENDMENT

Chapter 12, Article 12.12 of the City of Bastrop Code of Ordinances is hereby enacted, and shall be read in accordance with *Attachment "A"* which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are

hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading on the 12th day of December, 2017.

READ & APPROVED on the Second Reading on the 9th day of January, 2018.

APPROVED:

by: _____
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Bastrop Code of Ordinances

Chapter 12: TRAFFIC AND VEHICLES

Article 12.12: GOLF CARTS

Sec. 12.12.001 – General

- (a) **Purpose.** The purpose of this Article is to provide a convenient and safe means of travel within the City during special events and other times of increased pedestrian and vehicular traffic in the City. Golf carts, if used properly, can be an effective way to travel for short distances within the City, especially during times of increased congestion. However, to ensure the public safety and welfare, the operation of golf carts must comply not only with normal regulations regarding vehicles, but should comply with special safety regulations detailed in this Article that are intended to protect the operator, passengers, pedestrians and other individuals operating motor vehicles on the roadways.
- (b) **Definitions.** The following words, terms, and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
- (1) **Driver** means the person driving and having physical control over the golf cart.
 - (2) **Driver's License** means an authorization issued by a State for the operation of a motor vehicle. The term includes: (1) a temporary license or instruction permit; and (2) an occupational license.
 - (3) **Golf cart** shall have the meaning assigned by the Texas Transportation Code §502.001(18), as amended, and means a motor vehicle commonly referred to as a golf cart, which must have an attainable top speed not greater than 25 miles per hour on a paved level surface and which is manufactured primarily for transporting persons on a golf course and in compliance with those federal motor vehicle safety standards for low-speed vehicles. Specifically excluded from this definition are those motorized conveyances commonly referred to as all-terrain vehicles ("ATVs"), off-road vehicles, four-wheelers, Mules, Gators and design-altered golf carts which have been altered to allow them to travel at a speed greater than 25 miles per hour.
 - (4) **Owner** means the person who has a property interest in or title to the golf cart.
 - (5) **Parking Area** means those areas accessible to the public by motor vehicular traffic and which are designated for temporary parking of motor vehicles, usually in places referred to as parking lots.

- (6) **Public Safety Personnel** means any employee or officer of a governmental law enforcement agency or the City of Bastrop or its Department(s).
- (7) **Public Street** means the public roadways of the City of Bastrop by whatever name, e.g. road, alley, avenue, highway, route, boulevard, etc. within the corporate boundaries of Bastrop that:
- i. Has a posted speed limit of 35 miles per hour or less;
 - ii. Provides for no more than one lane of vehicular traffic per direction;
- (8) **Sidewalk** means the portion of a street that is between a curb or lateral line of a roadway and the adjacent property line and intended for pedestrian use.
- (9) **Slow-Moving-Vehicle-Emblem** means a triangular emblem that conforms to standards and specifications adopted by the Director of the Texas Department of Transportation under Section 547.104 of the Texas Transportation Code and is displayed in accordance with Section 547.703 of the Texas Transportation Code.
- (10) **Traffic Way** is any land way open to the public as a matter of right or custom for moving persons or property from one place to another. The traffic way includes all property, both improved and unimproved, between the property lines of a roadway system.

Sec. 12.12.002 - Operation of Golf Carts On Public Streets

- (a) No person, other than public safety personnel, may operate a golf cart on a public street, parking area and/or traffic way unless they first obtain a registration permit and affix a registration decal to the golf cart.
- (b) The owner of a golf cart being operated on a public street must:
- (1) obtain a registration permit from the City;
 - (2) affix a registration decal to the golf cart;
 - (3) maintain current financial responsibility for the golf cart, as required of other passenger vehicles in Section 601.051 of the Texas Transportation Code; and
 - (4) ensure that the golf cart has the following equipment, which must continuously remain in good working and operational order:
 - i. two (2) headlamps;
 - ii. two (2) tail lamps;
 - iii. side reflectors (two (2) front, amber in color and two (2) rear, red in color);

- iv. rearview mirror(s), capable of a clear, unobstructed view of at least two hundred feet (200') to the rear;
- v. parking break; and
- vi. slow-moving vehicle emblem(s) having a reflective surface designed to be clearly visible in daylight or at night from the light of standard headlamps at a distance of at least 500 feet and shall be mounted base down on the rear of the vehicle at a height from three to five feet above the road surface and shall be maintained in a clean reflective condition.

Sec. 12.12.003 – Registration Permit Required

- (a) No person shall operate, cause to be operated or allow the operation of a golf cart on any authorized public streets, parking areas and traffic ways unless a valid registration permit has been issued for the golf cart or otherwise allowed by law.
- (b) Application for a permit authorizing the operation of a golf cart shall be made in writing and filed with the City Manager or his/her designee by a person who owns, leases, or otherwise uses a golf cart. Said application shall set forth the following:
 - (1) The name, address, telephone number and state driver's license number, of the applicant;
 - (2) The street address where the golf cart is kept, including the particular suite or apartment number, if applicable;
 - (3) The particular event, festival, or public celebration necessitating the use of the golf cart or other reason why the applicant needs to use the golf cart on public streets;
 - (4) The year, make, model, color, vehicle identification number or serial number if no vehicle identification number has been issued to the golf cart, electric or gasoline; and
 - (5) Certification that the golf cart complies with the requirements of this Ordinance;
 - (6) Statement that all operators are required to be licensed pursuant to Texas Transportation Code §§521.001(3) and 521.021, as amended, and that all equipment required herein is installed and will be kept operational during the permit period;
 - (7) Statement that the registration permit holder, as well as any user of the golf cart, shall indemnify and hold harmless the City of Bastrop, Texas for any and all civil liability associated with said registration, and waives any and all rights to sue or allow subrogation by an insurance company; and

- (8) Other information which the City Manager or his/her designee may require.
- (c) The City Manager or his/her designee shall issue a registration permit for use of a golf cart on city streets when an applicant submits the completed written application within 10 working days of an event occurring in the City that is:
 - (1) Open to the public;
 - (2) Attendance is publicly encouraged by the City through advertisements or notices on City property or the City's website;
 - (3) Likely to increase pedestrian and vehicular traffic congestion in the City; and
 - (4) Operation of the golf cart on public streets will not interfere with public safety.
 - (d) The City Manager or his/her designee may issue a registration permit for use of a golf cart on city streets when an applicant submits the completed written application and the City Manager or his/her designee concludes that use of the golf cart will not interfere with public safety and will provide the operator and potential passengers with a safe and convenient means of travel for a specified purpose.
 - (e) If a registration permit application is approved by the City Manager or his/her designee a \$20 permit fee must be submitted prior to the registration decal being issued.
 - (f) The registration permit decal shall be affixed on the left side of the golf cart, it may not be damaged, altered, obstructed or otherwise made illegible and may only be placed upon the golf cart for which it was issued.
 - (g) A permit issued to a golf cart shall become invalid if the golf cart is altered in a manner that fails to comply with any requirement of this Ordinance.
 - (h) Registration Permits/Decals must include the dates and times the operation of the golf cart is allowed. A registration permit may not be valid for longer than 7 calendar days. The registration permit/decal is only valid for the dates and time periods listed on the permit/decal.
 - (i) Lost or stolen Permit/Decals are the responsibility of the Owner. If no record can be found of a previous application, or the receipt of a Permit/Decal, the City may direct the applicant to reapply, and also resubmit any and all fees necessary before a replacement Permit/Decal is issued.
 - (j) A permit may be revoked at any time by the City, or its designee(s), if there is any evidence that the permit holder cannot safely operate a golf cart on any authorized public streets, parking areas and traffic ways of the City in compliance with this Ordinance.

- (k) Failure to comply with any of the requirements or regulations described herein constitutes evidence that the permit holder cannot safely operate a motorized golf cart on the street within the City of Bastrop.

Sec. 12.12.004 – Operational Regulations for All Golf Carts

- (a) The driver of a golf cart on public street, if permitted, must have a valid driver's license and comply with all applicable federal, state and local laws and ordinances.
- (b) Except for Public Safety Personnel, golf carts shall not be operated on any sidewalk, pedestrian walkway, jogging path, park trail or any location normally used for pedestrian traffic.
- (c) The number of occupants in a golf cart shall be limited to the number of persons for whom factory seating is installed and provided on the golf cart.
- (d) No person may stand or ride in the lap of the driver and/or other passenger of a golf cart while it is moving.

Sec. 12.12.005 Liability

- (a) Nothing in this Article shall be construed as an assumption of liability by the City of Bastrop for any injuries (including death) to persons, pets or property which may result from the operation of a golf cart by an authorized driver; and
- (b) Owners are fully liable and accountable for the action of any individual that they provide permission to operate and drive said golf cart, both on personal and/or any authorized public streets, parking areas and traffic ways. This described liability responsibility especially applies to personal injuries (including death) or property damage resulting from golf cart drivers who are minors under the age of twenty-one (21) with or without a current and valid driver's license.

Sec. 12.12.006 – Public Safety Personnel

Public Safety Personnel may operate a golf cart on any public street, parking area and traffic way without any further restrictions when the golf cart is used in the performance of his/her duties or on official business of the City or on City owned property and City leased property, including but not limited to, a parade, a festival or other special events.

Sec. 12.12.007 – Criminal Offense

Any person, firm, entity or corporation who violates any provision of this Ordinance, as it exists or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined a sum not exceeding Five Hundred Dollars (\$500.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City of Bastrop from filing suit to enjoin the violation. Bastrop retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Sec. 12.12.008 – Civil Penalties

In addition to criminal misdemeanors for traffic violations, pursuant to Texas Law, the owner, driver and/or permit holder of the golf cart may be subject to the following civil penalties:

- (a) For the first offense, a fee of not less than \$25.00;

- (b) For the second and any subsequent offense, a fee of not less than \$50.00.



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9D

TITLE:

Consider action to approve the first reading of Ordinance No. 2017-31 of the City Council of the City of Bastrop, Texas, amending the Code of Ordinances by amending Chapter 3, by adding article 3.21, "Streets: Public Right-of-Way Management" and adding sections to provide for definitions, municipal authorization, registration, compensation and fees; provide for administration and enforcement; provide for construction obligations; permit required; provide for construction obligations; permit required; provide for conditions of public right-of-way occupancy; provide for insurance requirements and indemnity; providing for improperly installed facilities; provide for restoration of property; provide for revocation or denial of permit; provide for appeal from denial of permit; provide for inspections; provide for abandoned facilities; provide that underground installation preferred; provide for courtesy and proper performance; provide for signage; providing for graffiti abatement; providing for alternate means or method; waiver; provide for legal action; provide for a design manual; provide for prohibited or restricted areas for wireless facilities in the right-of-way; provide for preferred locations; provide for order of preference regarding attachment to existing facilities; provide for placement requirements; provide for concealment or camouflage required when possible; provide for general requirements; provide for electrical supply; provide for installation and inspections; provide for requirements in regard to removal, replacement, maintenance and repair; provide for requirements upon abandonment; provide for general provisions; provide for insurance, indemnity, bonding and security deposits; provide for design manual updates; provide for administrative hearing – request for exemption; and providing for the following: findings of fact, enactment, repealer, severability, codification, effective date, and proper notice & meeting and move to include on the January 9, 2018 City Council agenda for a second reading.

STAFF REPRESENTATIVE:

Wesley Brandon, Director of Engineering and Development

BACKGROUND/HISTORY:

Senate Bill (SB) 1004, which passed in the last legislative session, became effective on September 1, 2017. This legislation grants special rules for wireless companies to place network nodes (different size boxes with wireless technology attached to utility poles) in the public right-of-way. The bill also limits the City's right to regulate the location of the nodes and assess rental and permit fees.

The new bill does, however, allow cities to adopt right-of-way management ordinances to regulate the placement and appearance of these facilities. The regulations can include restricted or concealed placement within certain areas ("design districts"), such as residential areas, city parks, and historic districts.

This ordinance would adopt regulations for various aspects of network nodes, as well as a design manual that would detail the permitting, fees, and other design requirements to receive approval to install facilities within the public right-of-way.

POLICY EXPLANATION:

By creating this ordinance, it will grant the City of Bastrop the authority to properly regulate the placement, design, construction, and maintenance of network nodes within the public right-of-way.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve the first reading of Ordinance 2017-31 amending the Code of Ordinances by amending Chapter 3, by adding article 3.21, "Streets: Public Right-of-Way Management" and adding sections to provide for definitions, municipal authorization, registration, compensation and fees; provide for administration and enforcement; provide for construction obligations; permit required; provide for construction obligations; permit required; provide for conditions of public right-of-way occupancy; provide for insurance requirements and indemnity; providing for improperly installed facilities; provide for restoration of property; provide for revocation or denial of permit; provide for appeal from denial of permit; provide for inspections; provide for abandoned facilities; provide that underground installation preferred; provide for courtesy and proper performance; provide for signage; providing for graffiti abatement; providing for alternate means or method; waiver; provide for legal action; provide for a design manual; provide for prohibited or restricted areas for wireless facilities in the right-of-way; provide for preferred locations; provide for order of preference regarding attachment to existing facilities; provide for placement requirements; provide for concealment or camouflage required when possible; provide for general requirements; provide for electrical supply; provide for installation and inspections; provide for requirements in regard to removal, replacement, maintenance and repair; provide for requirements upon abandonment; provide for general provisions; provide for insurance, indemnity, bonding and security deposits; provide for design manual updates; provide for administrative hearing – request for exemption; and providing for the following: findings of fact, enactment, repealer, severability, codification, effective date, and proper notice & meeting and move to include on the January 9, 2018 City Council agenda for a second reading.

ATTACHMENTS:

- Informational Packet regarding Small Cell Nodes
- Final version of Ordinance 2017-31
- Attachment "A": Design Manual

ORDINANCE NO. 2017-31

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 3, BY ADDING ARTICLE 3.21, "STREETS: PUBLIC RIGHT-OF-WAY MANAGEMENT" AND ADDING SECTIONS TO PROVIDE FOR DEFINITIONS, MUNICIPAL AUTHORIZATION, REGISTRATION, COMPENSATION AND FEES; PROVIDE FOR ADMINISTRATION AND ENFORCEMENT; PROVIDE FOR CONSTRUCTION OBLIGATIONS; PERMIT REQUIRED; PROVIDE FOR CONSTRUCTION OBLIGATIONS; PERMIT REQUIRED; PROVIDE FOR CONDITIONS OF PUBLIC RIGHT-OF-WAY OCCUPANCY; PROVIDE FOR INSURANCE REQUIREMENTS AND INDEMNITY; PROVIDING FOR IMPROPERLY INSTALLED FACILITIES; PROVIDE FOR RESTORATION OF PROPERTY; PROVIDE FOR REVOCATION OR DENIAL OF PERMIT; PROVIDE FOR APPEAL FROM DENIAL OF PERMIT; PROVIDE FOR INSPECTIONS; PROVIDE FOR ABANDONED FACILITIES; PROVIDE THAT UNDERGROUND INSTALLATION PREFERRED; PROVIDE FOR COURTESY AND PROPER PERFORMANCE; PROVIDE FOR SIGNAGE; PROVIDING FOR GRAFFITI ABATEMENT; PROVIDING FOR ALTERNATE MEANS OR METHOD; WAIVER; PROVIDE FOR LEGAL ACTION; PROVIDE FOR A DESIGN MANUAL; PROVIDE FOR PROHIBITED OR RESTRICTED AREAS FOR WIRELESS FACILITIES IN THE RIGHT-OF-WAY; PROVIDE FOR PREFERRED LOCATIONS; PROVIDE FOR ORDER OF PREFERENCE REGARDING ATTACHMENT TO EXISTING FACILITIES; PROVIDE FOR PLACEMENT REQUIREMENTS; PROVIDE FOR CONCEALMENT OR CAMOUFLAGE REQUIRED WHEN POSSIBLE; PROVIDE FOR GENERAL REQUIREMENTS; PROVIDE FOR ELECTRICAL SUPPLY; PROVIDE FOR INSTALLATION AND INSPECTIONS; PROVIDE FOR REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, MAINTENANCE AND REPAIR; PROVIDE FOR REQUIREMENTS UPON ABANDONMENT; PROVIDE FOR GENERAL PROVISIONS; PROVIDE FOR INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS; PROVIDE FOR DESIGN MANUAL UPDATES; PROVIDE FOR ADMINISTRATIVE HEARING – REQUEST FOR EXEMPTION; AND PROVIDING FOR THE FOLLOWING: FINDINGS OF FACT, ENACTMENT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, AND PROPER NOTICE & MEETING.

WHEREAS, the City of Bastrop finds that the right-of-way, including but not limited to the streets, sidewalks, and utilities located therein are vital to the everyday life of its citizens, visitors and businesses; and

WHEREAS, the City of Bastrop finds that there is limited available space in the right-of-way for the many competing uses of said space; and

WHEREAS, the City of Bastrop is charged with conserving the limited physical capacity of the public rights-of-way which are held in public trust by the City for the benefit of its citizens, visitors, and businesses; and

WHEREAS, the following regulations are necessary to assist in the management of facilities placed in, or over the public rights-of-way and in order to minimize the congestion, inconvenience, visual impact and other adverse effects that can occur during construction in the rights-of-way, and to manage costs to the citizens resulting from the placement of facilities within the public rights-of-way; and to govern the use and occupancy of the public rights-of-way; and

WHEREAS, Chapter 284 states “to the extent this state has delegated its fiduciary responsibility to municipalities as managers of a valuable public asset, the public right-of-way, this state is acting in its role as a landowner in balancing the needs of the public and the needs of the network providers by allowing access to the public right-of-way to place network nodes in the public right-of-way strictly within the terms of this chapter”; and

WHEREAS, Chapter 284 states “[i]t is the policy of this state, subject to state law and strictly within the requirements and limitations prescribed by this chapter, that municipalities: (1) retain the authority to manage the public right-of-way to ensure the health, safety, and welfare of the public; and (2) receive from network providers fair and reasonable compensation for use of the public right-of-way and for collocation on poles”; and

WHEREAS, orderly use and management of the rights-of-way is required for economic development; and

WHEREAS, Chapter 284 allows the City to adopt a design manual to govern the installation and construction of network nodes and new node support poles in the public rights-of-way, which include additional installation and construction details that do not conflict with Chapter 283 (“Design Manual”); and

WHEREAS, network providers are required to comply with a Design Manual if it is in place on the date that a permit application is filed; and

WHEREAS, the following regulations are necessary to preserve and protect the health, safety and welfare of the City of Bastrop, Texas and its citizens, visitors, travelers, and businesses.

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

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

Section 2: Chapter 3, Article 3.21 of the City of Bastrop Code of Ordinances is hereby amended, and after such amendment, shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

Section 3: To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any

provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 4: Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 5: The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

Section 6: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

Section 7: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ and APPROVED on First Reading on the 12th day of December 2017.

READ and ADOPTED on Second Reading on the ____ day of _____ 2017.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Bastrop Code of Ordinances

Chapter 3: Building Regulations

Article 3.21: Streets, Rights-of-Way and Public Property

Section 3: The Code of Ordinances of the City of Bastrop, Texas, is hereby amended by amending Chapter 3 titled "Building Regulations", to read as follows:

CHAPTER 3 – BUILDING REGULATIONS

ARTICLE 3.21.074 – STREETS, RIGHTS-OF-WAY AND PUBLIC PROPERTY

Sec. 3.21.074 – Authority; scope; governing law; venue.

- (a) This chapter applies to all users that place facilities in, on or over public rights-of-way; provided; however, that it does not apply to construction by the City of Bastrop.
- (b) This chapter shall be construed under and in accordance with the laws of the State of Texas and Code of Ordinances to the extent that such Code is not in conflict with or in violation of the Constitution and laws of the United States or the State of Texas. All obligations of the parties hereunder are performable in Bastrop County, Texas.

Sec. 3.21.075. - Definitions.

In this chapter the following words and phrases shall have the following meanings unless the context indicates otherwise.

AASHTO means American Association of State Highway and Transportation Officials.

Abandon and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by User in an unused or non-functioning condition for more than one-hundred-twenty (120) consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

ADA means Americans with Disabilities Act, as amended.

Alley shall have the same meaning as street or right-of-way, depending upon context.

Ancillary means secondary, supporting, or subordinate.

Antenna means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

Applicable codes means: (i) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and (ii) local amendments to those codes to the extent not inconsistent with this chapter

Applicant means a person submitting an application, proposal or notice to the City for a license, franchise, permit or notice to install facilities or equipment or work in the Right-of-Ways.

Application or *proposal* are synonymous for the purposes of this chapter. An "application" or "proposal" means the process by which the applicant submits a request and indicates a desire to be granted a license, permit or franchise for all, or a part, of the city. An "application" or "proposal" includes all written documentation, and official statements and representations, in whatever form, made by an applicant to the city. A casual inquiry by a company concerning right-of-way use will not be considered an application or proposal and submissions will not be considered an application or proposal unless they meet the requirements of this Chapter.

Assignment of an authorization or *transfer of an authorization* means any transaction or action which effectively or actually transfers the authorization or franchise or changes operational or managerial control from one (1) person or entity to another.

Authorization or *Agreement to use the Right-of-Way* means a grant of authority allowing a person to occupy any portion of a street, right-of-way, or easement owned or controlled by the City, and may be for a limited period of time or for a specific purpose.

Certificated telecommunications provider means a person who has been issued a certificate of convenience and necessity, certificate of operating authority, or service provider certificate of operating authority by the commission to offer local exchange telephone service or a person who provides voice service.

City means the City of Bastrop Texas. As used throughout, the term "city" also includes the designated agent of the city.

City Council or *Council/Franchising Authority* means the City Council for the City of Bastrop, Texas or its lawful successor.

Collocate and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to an existing pole, structure, device or appurtenance, as allowed by state or federal law, municipal authorization or other legal authorization.

Commission means the Public Utility Commission of Texas.

Communications network means a component or facility that is, wholly or partly, physically located within a public right-of-way and that is used to provide video programming, cable, voice, or data services.

Consumer price index means the annual revised consumer price index for all urban consumers for Texas, as published by the Federal Bureau of Labor Statistics.

Concealment or Camouflaged means any Wireless Facility or Pole that is covered, painted, disguised, or blended in to its environment or otherwise hidden or kept from sight such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to, hidden beneath a façade, blended with surrounding area, designed or painted to match the supporting area, or disguised with artificial tree branches.

DAS or Distributed Antenna System shall be included as a type of Network Node and have the same meaning as “Network Node.”

Decorative Pole or Decorative Streetlight means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

Decorative Traffic Signal Pole means a traffic signal pole other than standard galvanized supports, that is painted or powder coated with specially designed colors for aesthetic purposes and on which no appurtenance or attachments are allowed other than those necessary for traffic control and operations.

Direction of the City means all ordinances, laws, rules, resolutions, and regulations of the city that are not inconsistent with this article and that are now in force or may hereafter be passed and adopted.

Disaster emergency or disaster or emergency means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city, state or federal governmental authorities.

Easement may include any public easement or private easement or other compatible use, depending upon usage, whether created by dedication or by other means, for uses which include electric, gas, telecommunications, cable or public utility purposes.

Facilities means any and all of the wires, cables, fibers, duct spaces, manholes, poles, conduits, underground, and overhead passageways and other equipment, structures, plants, and appurtenances and all associated physical equipment placed in, on, or under the public rights-of-

way.

FCC or Federal Communications Commission means the Federal administrative agency, or lawful successor, authorized to regulate interstate communications by radio, television, wire, satellite, and cable on a national level.

Fiber Optic or Fiber Optic Cable means a communication transmission medium that uses light to send data, high quality video and sound.

Franchise or Franchise Agreement means the initial authorization, or subsequent renewal granted by the city in order for a person to construct, operate, and maintain a system in all, or part, of the city right-of-way.

Franchise expiration means the date of expiration, or the end of the term, of a franchised user, as provided under a franchise, permit or license agreement.

Franchise fee means the user fee or charge that the city requires as payment for using the streets, rights-of-way, public ways, and easements of the city.

Gross receipts means any and all compensation which is derived by the User from the operation of the system, and which is attributable to the systems operations within the city as allowed by law.

Highway right-of-way means right-of-way adjacent to a state or federal highway.

Historic district means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

Law means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance

Local means within the geographical boundaries of the City of Bastrop, Texas.

Local exchange telephone service has the meaning assigned by Section 51.002, Texas Utilities Code.

Mayor means the Mayor for the City of Bastrop, Texas.

Macro Tower means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Texas Local Government Code Section 284.103 and that supports or is capable of supporting antennas.

Micro Network Node means a network node that is not larger in dimension than twenty-four (24) inches in length, fifteen (15) inches in width, and twelve (12) inches in height, and that has an exterior antenna, if any, not longer than eleven (11) inches.

Municipally Owned Utility Pole means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

Municipal Park means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

MUTCD means Manual of Uniform Traffic Control Devices

Network Node means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term: (i) includes: (a) equipment associated with wireless communications; (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and (b) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and (ii) does not include: (a) an electric generator; (b) a pole; or (c) a macro tower.

Network Provider means: (i) a wireless service provider; or (ii) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider: (a) network nodes; or (b) node support poles or any other structure that supports or is capable of supporting a network node.

Node Support Pole means a pole as defined by Chapter 284 of the Texas Local Government Code.

Park has the same meaning as “Municipal Park.”

Permit means a document issued by the City authorizing installation, removal, modification and other work for User’s equipment or facilities in accordance with the approved plans and specifications.

Pole means a service pole, municipally owned pole, node support pole, or other utility pole, and shall include network node support pole.

PROWAG means the Public Rights of Way Accessibility Guidelines.

Person means a natural person (an individual), corporation, company, association, partnership, firm, limited liability company, joint venture, joint stock company or association, and other such entity who owns or controls facilities. From context within sections of this Chapter, it refers to persons using, applying or seeking to use the right-of-way.

Provider has the same meaning as “Network Provider.”

Public rights-of-way means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include the airwaves above a public right-of-way with regard to wireless telecommunications.

Public Right-of-Way Management Ordinance means this Article 3.21, of the City of Bastrop Code of Ordinances and includes all other ordinances that comply with Chapters 283 and 284 of the Texas Local Government Code or other state laws referencing Right-of-Way Management ordinances or regulations.

Service Pole means a pole, other than a Municipally Owned Utility Pole, owned or operated by a municipality and located in a Public Right-of-Way, including: (i) a pole that supports traffic control functions; (ii) a structure for signage; (ii) a pole that supports lighting, other than a Decorative Pole; and (iv) a pole or similar structure owned or operated by a municipality and supporting only Network Nodes.

Small Cell shall be included as a type of Network Node and have the same meaning as “Network Node.”

State means the State of Texas.

Street means only the portion of the right-of-way with a specially prepared surface used for vehicular travel, which surface may be concrete, asphalt or other material commonly used to prepare a surface for vehicular travel, and is limited to the area between the inside of the curb (when there is a curb) to the inside of the opposite curb, and does not include the curb area or the area between the two parallel edges of the surface used for vehicular travel where there is no curb. A Street is generally part of, but less than, or smaller in width than the size or width of the right-of-way. A Street does not include the curb, sidewalk, or ditch, if any is present either at time of permitting or if added later. Streets shall be understood to be synonymous with alleys and the definition includes alleys.

SWPPP shall mean Storm Water Pollution Prevention Plan.

TAS means Texas Accessibility Standards.

Thoroughfare shall have the same meaning as “Street.”

TMUTCD means Texas Manual of Uniform Traffic Control Devices.

Traffic Signal means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

Transport Facility means each transmission path physically within Right-of-Way, extending with a physical line from a Network Node directly to the network, for the purpose of providing backhaul for Network Nodes.

U.S.C. means United States Code.

User means a person or organization that owns, places or uses facilities occupying the whole or a part of a public street or right-of-way, depending on the context. User does not refer

to City unless specified.

Utility Pole means a pole that provides: (i) electric distribution with a voltage rating of not more than 34.5 kilovolts; or (ii) services of a telecommunications provider, as defined by section 51.002 of the Texas Utilities Code.

Visibility triangle or sight distance triangle means the triangular area adjacent to the intersection of any two or more public streets, public alleys or driveways within which no obstruction may be placed which would block the sight lines for vehicular, pedestrian or bicyclist traffic, as defined in the current edition of the AASHTO Policy on Geometric Design of Highways and Streets. The visibility triangle shall not contain any visual or physical impediments or obstructions to the vertical view up to seven feet in height above the adjacent roadway.

Voice service means voice communications services provided through wireline facilities located at least in part in the public right-of-way, without regard to the delivery technology, including Internet protocol technology. The term does not include voice service provided by a commercial mobile service provider as defined by 47 U.S.C. Section 332(d).

Wireless Service means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a Network Node.

Wireless Service Provider means a person that provides Wireless Service to the public.

Wireless facilities mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code chapter 284.

Section 3.21.076 Municipal Parks

Municipal Parks designated for recreation and covered by this Ordinance include all parks and trails designated by the City Council in the Code of Ordinances including but not limited to:

- (a) Bark Park;
- (b) Bob Bryant Park;
- (c) Ferry Park;
- (d) Fisherman’s Park;
- (e) Hunter’s Crossing Park;
- (f) Jewell Hodges Park;
- (g) Kerr Community Park;
- (h) Mayfest Park;
- (i) June Hill Pape Riverwalk Trail; and
- (j) El Camino Real Paddling Trail.

Section 3.21.077 Review of Applications

- (a) Review of Applications. The City shall review applications for network nodes, node support poles and transport facilities in light of their conformity with applicable law and

City Code and shall issue such permits on nondiscriminatory terms and conditions subject to the following requirements:

- (1) Within 30 days of receiving an application for a network node or node support pole, or 10 days for a transport facility, the City shall determine and notify the Applicant whether the application is complete; or if incomplete, the City must specifically identify the missing information in such notification. There shall be no fee charged for completion and resubmittal of an application.
 - (2) The City shall make its final decision to approve or deny a complete application no later than (i) 21 days after receipt of a complete application for a transport facility, (ii) 60 days after receipt of a complete application for a network node; and (iii) 150 days after receipt of a completed application for a new node support pole.
 - (3) The City shall advise the Applicant in writing of its final decision, and, if denied, the basis for that denial, including specific provisions of City Code or applicable law on which the denial was based, and send the documentation to the Applicant on or before the day the City denies the application. The Applicant may cure the deficiencies identified by the City and resubmit the application within 30 days of the denial without paying an additional application fee. The City shall approve or deny the revised application within 90 days of receipt of the amended application. The subsequent review by the City shall be limited to the deficiencies cited in the original denial.
 - (4) An applicant seeking to collocate network nodes may, at the Applicant's discretion, file a consolidated application and receive permits for up to 30 network nodes. Provided however, the City's denial of any node within a single application shall not affect other nodes submitted in the same application. The City shall grant permits for any and all nodes in a single application that it does not deny, subject to the requirements of this Section.
- (B) Review of Eligible Facilities Requests. Notwithstanding any other provision of this Chapter, the City shall approve and may not deny applications for eligible facilities requests within sixty (60) days according to the procedures established under 47 CFR 1.40001(c).

Sections 3.21.078-3.21.082 – Reserved.

ARTICLE II. RIGHT-OF-WAY REQUIREMENTS

Sec. 3.21.083. - Municipal authorization required; Registration; Compensation and fees.

- (a) This article does not constitute or create authority to place, reconstruct, or alter facilities in, on, or over the public rights-of-way, and said authority must be obtained by separate instrument in accordance with this section or by operation of other laws.
- (b) Authorization Required

- (1) Municipal Authorization or Agreement shall be required, except when clearly preempted by state law. Any person with a current, unexpired consent, franchise, agreement or other authorization from the city (grant) to use the public rights-of-way that is in effect at the time this ordinance takes effect shall continue to operate under and comply with that grant until the grant expires or until it is terminated by mutual agreement of the city and the person, or is terminated as otherwise provided for in law.

(c) Registration Required

- (1) In order for the city to know which persons own facilities in the public rights-of-way within the city, each such person who owns facilities shall register with the city and provide the following information at a minimum:
 - (i) person's name,
 - (ii) the current name, address, and telephone number(s) of a contact employed by and with decision-making authority for the person and who is available twenty-four (24) hours per day,
 - (iii) furnish the city with a city planning department street map marked in such a manner as to evidence which streets the person has placed facilities. The information may be required to be furnished digitally,
 - (iv) insurance information as required by Section 3.21.087 "Insurance;" and
 - (v) any required bonds.
- (2) Registration shall be updated annually in accordance with section 3.21.083 "Municipal Authorization required; Registration; Compensation and fees."
- (3) Registration shall be a prerequisite to issuance of a construction permit. Each person shall update and keep current his/her registration with the city at all times.
- (4) Any person who does not maintain registration requirements with the City may not receive notices or updates, including any notices regarding abandonment of right-of-way.
- (5) Failure to maintain registration requirements. In addition to all other legal penalties, including criminal penalties, failure to register or to maintain and update registration information may result in removal of facilities.
- (6) Registration requirements may be met by fulfilling franchise requirements addressing the topics of this section.

(d) Compensation and Fees

- (1) Municipal right-of-way use shall be compensated as required by the state constitution, state law, municipal authorization, franchise, license or other agreement.
- (2) The City may structure due dates on payments in such a manner so as to be administratively efficient.
- (3) Application fees, as allowed by state law, for work or installations in the right-of-way shall be the fees set by the City Council. Such fees may be set by ordinance, resolution, in the budget or by any other lawful means.

Failure to pay application fees, or failure of any payment to properly process shall result in the denial or withdrawal of a permit.

Sec. 3.21.084. - Administration and enforcement.

- (a) The City Secretary shall administer and enforce compliance with this article.
- (b) A person shall report information related to the use of the public rights-of-way that the City Secretary requires in the form and manner reasonably prescribed by the City Council.

Sec. 3.21.085. - Construction obligations; permit required.

- (a) Any person seeking to place facilities on, in or over the public rights-of-way shall first file an application for a building permit with the city and shall abide by the terms and provisions of this article pertaining to use of the public rights-of-way.
- (b) A person is subject to reasonable police power regulation of the city to manage its public rights-of-way in connection with the construction, expansion, reconstruction, maintenance, repair of facilities or other work in the public rights-of-way, pursuant to the city's rights as a custodian of public property, based upon the city's historic rights under state and federal laws. Such regulations include, but are not limited to, the following:
 - (1) At the city's request, a person shall furnish the city accurate and complete information relating to the construction, reconstruction, removal, maintenance, and repair of facilities performed by the person in the public rights-of-way.
 - (2) A person shall be required to place certain facilities within the public rights-of-way underground absent a compelling demonstration by the person that, in any specific instance, this requirement is not reasonable, feasible, or equally applicable to other similar users of the public rights-of-way.

- (3) A person shall perform excavations and other construction in the public rights-of-way in accordance with all applicable city requirements, including the engineering division detailed standards for public right-of-way construction (detailed standards), as may be revised from time to time in accordance with the city's police powers, and the obligation to use trenchless technology whenever commercially economical and practical and consistent with obligations on other similar users of the public right-of-way. The city may waive the requirement of trenchless technology if it determines that the field conditions warrant the waiver, based upon information provided to the city by the person. All excavations and other construction in the public rights-of-way shall be conducted so as to minimize interference with the use of public and private property and all facilities placed underground shall be locatable with above ground instruments. A person shall follow all reasonable construction directions given by the city in order to minimize any such interference.
- (4) A person lawfully authorized to place facilities in the public rights-of-way must obtain a permit, as reasonably required by applicable city codes, prior to any excavation, construction, installation, expansion, repair, removal, relocation, or maintenance of the person's facilities. A construction permit is not required for routine maintenance so long as the work does not require excavation of the public rights-of-way or does not block traffic lanes or sidewalks; however, any construction standards in the detailed standards shall remain applicable regardless of whether or not a permit is required. A permit is not required when so provided by state law, but in such cases the provisions regarding required notice apply. An approved lane, sidewalk or trail closure plan is required if a traffic lane, sidewalk or trail will be closed due to right-of-way work, regardless of whether or not a permit is required. Once a permit is issued, person shall give to the city a minimum of 48 hours' notice (which could be at the time of the issuance of the permit) prior to undertaking any of the above listed activities on its facilities in, on, or under the public rights-of-way. The failure of the person to request and obtain a permit from the city prior to performing any of the above listed activities in, on, or over any public right-of-way, except in an emergency as provided for in subsection (11) below, will subject the person to a stop-work order from the city and enforcement action pursuant to this Code. If the person fails to act upon any permit within thirty (30) calendar days of issuance, the permit shall become invalid, and the person will be required to obtain another permit, unless extended for good cause by the city.
- (5) When a person completes construction, expansion, reconstruction, removal, excavation or other work, the person shall promptly restore the public rights-of-way in accordance with applicable city requirements. A person shall replace and properly relay and repair the surface, base, irrigation system, and landscape treatment of any public rights-of-way that may be excavated or damaged by reason of the erection, construction, maintenance, or repair of the person's facilities within ten (10) calendar days after completion of the work in

accordance with existing standards of the city in effect at the time of the work, unless extended by the city for good cause.

- (6) Upon failure of a person to perform any such repair or replacement work, and five days after written notice has been given by the city to the person, and in the event repairs have not been initiated during such five-day (5) period, the city may repair such portion of the public rights-of-way as may have been disturbed by the person, its contractors, or agents. Upon receipt of an invoice from the city, the person will reimburse the city in accordance with the detailed standards within thirty (30) calendar days from the date of the city invoice.
- (7) Should the city reasonably determine, within two (2) years from the date of the completion of the repair work, that the surface, base, irrigation system, or landscape treatment requires additional restoration work to meet standards at the time of the excavation of the city, a person shall perform such additional restoration work to the satisfaction of the city, subject to all city remedies as provided herein.
- (8) Notwithstanding the foregoing in subsection (7) above, if the city determines that the failure of a person to properly repair or restore the public rights-of-way constitutes a safety hazard to the public, the city may undertake emergency repairs and restoration efforts, after emergency notice has been provided, to the extent reasonable under the circumstances and the person failed to respond within the reasonable time specified by the city. A person shall promptly reimburse the city for all costs incurred by the city within thirty (30) calendar days from the date of the city invoice.
- (9) A person shall furnish the city with the application for the construction permits, construction plans and maps showing the location and proposed routing of new construction or reconstruction at least ten business days unless otherwise extended by the City before beginning construction or reconstruction that involves an alteration to the surface or subsurface of the public rights-of-way by the city. A person may not begin construction until the location of new facilities and proposed routing of the new construction or reconstruction and all required plans and drawings have been approved in writing by the city, which approval will not be unreasonably withheld or delayed, taking due consideration of the surrounding area and alternative locations for the facilities and routing.
- (10) If the Mayor declares an emergency with regard to the health and safety of the citizens and requests by written notice the removal or abatement of facilities, a person shall remove or abate the person's facilities by the deadline provided in the Mayor's request. The person and the city shall cooperate to the extent possible to assure continuity of service. If the person, after notice, fails or refuses to act, the city may remove or abate the facility, at the sole cost and expense of the person, without paying compensation to the person and without the city incurring liability for damages.

- (11) Except in the case of customer service interruptions and imminent harm to property or person (emergency conditions), a person may not excavate the pavement of a street or public rights-of-way without first complying with city requirements. The Mayor shall be notified as promptly as possible regarding work performed under such emergency conditions, and the person shall comply with the requirements of city standards for the restoration of the public rights-of-way.
- (12) On an annual basis, no later than January 31 of each year, the user shall provide updates to the department or personnel designated by the Mayor showing any new facilities from the previous year in the format required by the City.
- (13) The City may require reasonable bonding requirements of a person, as are required of other entities that place facilities in the public rights-of-way. The Mayor may waive or reduce the bonding requirements in a nondiscriminatory, competitively neutral manner, taking into consideration both that the person has furnished the city with reasonable documentation to evidence adequate financial resources substantially greater than the bonding requirements, and has demonstrated in prior right-of-way construction activity, prompt resolution of any claims and substantial compliance with all required applicable building codes and ordinances.
- (14) In determining whether any requirement under this section is unreasonable or unfeasible, the Mayor shall consider, among other things, whether the requirement would subject the person or persons to an unreasonable increase in risk or service interruption, or to an unreasonable increase in liability for accidents, or to an unreasonable delay in construction or in availability of its services, or to any other unreasonable technical or economic burden or result in discriminatory treatment by a person.
- (15) For installation of any proposed pole applicant shall provide engineered drawings, geotechnical drawings, geotechnical study or studies, and evidence of ADA and PROWAG compliance, sectional detail showing depth of anchor, scaled dimensional drawings of the proposed pole, as well as any other proposed equipment associated with the proposed installation, and shall indicate spacing from existing curb, driveways, sidewalk, light poles, and any other poles or appurtenances.
- (16) If requested by City, all applications shall include a current before and a proposed after street view image. The after-image needs to include any proposed poles and all proposed attachments, and any associated or ancillary equipment, whether attached or standalone. Once work is done or the installation is complete, photographs accurately depicting the location of the installation or the work shall be submitted to the City. This requirement may be waived for underground installation.

- (17) If the project is within the State right-of-way or railroad right-of-way, the applicant must provide evidence of a permit or permission from the State or railroad.
- (18) If a City pole or poles or light structure or structures will be used or will be in the area of the proposed construction, the pole or poles or light structure or structures will be identified. No electric meter shall be mounted on a City pole or light structure unless the City grants written permission.
- (19) Provider / Applicant shall use a maximum two-hundred-forty (240) voltage when connecting to any City infrastructure and provide key to meter upon installation.
- (20) All plans shall reflect that no facilities to be installed will obstruct an existing or planned sidewalk, trail, walkway, bicycle lane or lane of vehicular traffic.
- (21) If requested by City, Engineering plans shall be provided with a maximum scale of one (1) inch equals forty (40) feet.
- (22) If requested by City, all plans shall include detail of the location of all right-of-way and utility easements which applicant plans to use.
- (23) If requested by City, all plans shall include detail of all existing city utilities in relationship to applicant's proposed route.
- (24) All plans shall include detail of what applicant proposes to install, such as network nodes, poles, pipes, size, number of inner-ducts, valves, or other facilities.
- (25) All plans shall include detail of plans to remove and replace asphalt or concrete in streets.
- (26) All plans shall include drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, network nodes, micro-network nodes, or other facilities, including depth located in public right-of-way.
- (27) All plans shall include details of handhole and/or manhole applicant plans to use or access.
- (28) All plans shall include complete legend of drawings submitted by applicant.
- (29) If paper copies are required, five (5) sets of engineering plans shall be submitted with permit application.
- (30) The application shall include the name, address and phone numbers of the contractor or subcontractor who will perform the actual construction, including the name and telephone number of an individual with the contractor who will

be available at all times during construction. Such information shall be required prior to the commencement of any work.

- (31) The application shall include the construction and installation methods to be employed for the protection of existing structures, fixtures, and facilities within or adjacent to the right-of-way, and the dates and times work will occur, all of which (methods, dates, times, and other applicable information) are subject to approval of the Mayor.
- (32) The application shall include a statement that the requirements of Sections 3.21.083 “Municipal Authorization required; Registration; Compensation and fees” and 3.21.087 “Insurance requirements” are met.
- (33) The applications shall include a traffic control plan designed to the latest edition of the TMUTCD, which shall specify the traffic control measures to be provided, and shall be required any time work will require traffic lane closures, bicycle lane closures, trail closures, or sidewalk closures, regardless of whether a permit is required. Said traffic control plan must be approved by the Mayor. If the traffic control plan is not approved, no lane closure is allowed.
- (34) The application may require a SWPPP, and a trench safety plan based on the proposed scope of work regardless of whether or not a permit is required.
- (35) The application shall show that no projecting attachments are less than eight (8) feet above the ground, if not projecting toward the street. If an attachment is projecting toward the street, the attachment shall be installed no less than sixteen (16) feet above the ground.
- (36) Any proposed work that involves the installation of facilities that will utilize radio frequencies shall not cause harmful interference with City public safety radio system, traffic signal light system, City traffic observation video cameras, or other City communications systems or components. The right-of-way user shall provide evidence that the proposed installation will be compatible with said City systems and will not cause any harmful interference with the City public safety radio system, traffic signal light system or other City communications systems or components. No installation shall be allowed to be installed or to remain in the right-of-way that causes any such interference.
- (37) The plans shall demonstrate that all federal and state laws and city ordinances will be obeyed, and that all sections of this Chapter, including Article II “Design Manual” will be complied with as applicable.
- (38) Information signs which shall be a minimum size of eighteen inches (18”) by twenty-four inches (24”) stating the identity of the person doing the work, telephone number and permittee’s identity and telephone number shall be placed at the location where construction is to occur forty-eight (48) hours prior

to the beginning of work in the right-of-way and shall continue to be posted at the location during the entire time the work is occurring. An informational sign will be posted on public right-of-way five hundred (500) feet before the construction location commences and each five hundred (500) feet thereafter, unless other posting arrangements are approved or required by the Mayor. Additionally, if the work to be permitted will require restricting access to private residences, or will affect adjacent and nearby residences (single family or multi-family) because of noise, odors, dust or other activity which may affect the peaceful enjoyment of residential properties, then User shall, not later than seventy-two (72) hours prior to the commencement of construction activity, notify all affected residents by letter or door hanger. Such notice shall be in a format approved by the Mayor.

- (39) Erosion control measures (e.g. silt fence) and advance warning signs, markers, cones and barricades and existing utility locate markers must be in place before work begins.
- (40) Permittee shall be responsible for storm water management erosion control that complies with city, state and federal guidelines. Requirements shall include, but not be limited to, silt fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas will require wire backed silt fencing. Upon request permittee may be required to furnish documentation submitted or received from federal or state government.
- (41) Permittee or contractor or subcontractor will notify the Mayor immediately of any damage to other utilities, either city or privately owned.
- (42) Permittees are responsible for the workmanship and any damages by contractors or subcontractors. A responsible representative of the permittee will be available to City staff at all times during construction.
- (43) Installation of facilities must not interfere with city utilities, in particular gravity dependent facilities.
- (44) New facilities must be installed to a depth approved by the Mayor.
- (45) All directional boring shall have locator place bore marks and depths while bore is in progress. The boring method and bore pit locations shall be identified prior to the commencement of boring operations. Locator shall place mark at each stem with paint dot and depth at least every other stem.
- (46) Permittee will be responsible for verifying the location, both horizontal and vertical, of all facilities. When required by the Mayor, permittee shall verify locations by pot holing, hand digging or other method approved by the Mayor prior to any excavation or boring.

- (47) Placement of all manholes and/or hand holes must be approved in advance by Mayor. Handholes or manholes will not be located in sidewalks, unless approved by the Mayor.
- (48) Locate flags shall not be removed from a location while facilities are being constructed.
- (49) Construction which requires pumping of water or mud shall be contained in accordance with City of Bastrop ordinances and federal and state law and the directives of the Mayor.
- (50) All facilities installed in the right-of-way shall be in colors that blend with the surroundings, or if on a Service Pole or Municipally owned Pole shall match the color and finish of the pole, and must be approved by the City.
- (51) All facilities installed in the right-of-way shall be capable of being identified through a GIS shape file or other means as acceptable to the Mayor. Said identification shall be provided at the time of application and shall be visible on the facilities when installed and must follow all applicable City ordinances.
- (52) Above ground wires shall be located on only one side of the right-of-way unless approved by the Mayor.
- (53) The right-of-way user or contractor must obtain any needed permits for electrical work and provide engineered drawings for conduit size, circuit size, calculations for Amperage, or any other required information. Provider shall be responsible for obtaining any required electrical power service to any installation. Any such electrical supply must be separately metered and must match City infrastructure voltage.
- (54) Right-of-way users shall complete construction as expeditiously as possible and lane closures or work that inconveniences the traveling public shall be minimized. Lane closures shall not be outside the hours of 9:00 A.M. to 3:30 P.M. on weekdays or last longer than four (4) hours, unless a different period of time is shown on the permit and approved by the City.
- (55) Right-of-way work shall be completed in the amount of time shown on the permit; but if no completion time is shown on the permit the work shall be complete in not more than thirty (30) calendar days.
- (56) All right-of-way work and facilities installed shall be done in a good workman like manner; shall meet all applicable codes; shall be maintained and kept in good repair and shall be aesthetically pleasing.

- (57) All efforts shall be made to avoid or minimize negative visual impact to the surrounding area and to enhance the safety requirement for vehicles and pedestrians, particularly in areas where children or other vulnerable members of the population may be located.
 - (58) Installations which require ancillary ground equipment with a footprint of twenty-five (25) square feet or more shall be spaced at least three-hundred (300) feet apart.
 - (59) All location/route markers setting out location of utilities shall be flush with the ground. Above ground location/route markers shall not be allowed.
 - (60) The plans shall demonstrate that all federal and state laws and city ordinances will be obeyed, and that all sections of this Chapter, including Article II “Design Manual” will be complied with as applicable. Construction in right-of-way adjacent to a school shall be required to follow all state law requirements, including the requirements in the Educational Code regarding work on school grounds, including but not limited to chapters 21 and 22, as applicable.
 - (61) All requirements for installation continue, as applicable, for as long as facilities remain in the right-of-way.
- (c) All construction and installation in the right-of-way shall be in accordance with the permit for the facilities. The City Secretary shall be provided access to the work and to such further information as he or she may reasonably require to ensure compliance with the permit.
 - (d) A copy of the construction permit and approved engineering plans shall be maintained at the construction site and made available for inspection by the Mayor or City Secretary at all times when construction or installation work is occurring.
 - (e) All construction or installation work authorized by permit must be completed in the time specified in the construction permit. If the work cannot be completed in the specified time periods, the permittee may request an extension from the Mayor. The Mayor will use best efforts to approve or disapprove a request for permit time extension as soon as possible.
 - (f) A copy of any permit or approval issued by federal or state authorities for work in federal or state or railroad right-of-way located in the City of Bastrop shall be required, if requested by the Mayor.
 - (g) A request for a permit must be submitted at least ten (10) working days before the proposed commencement of work in the request, unless waived by the Mayor.

- (h) Requests for permits will be approved or disapproved by the Mayor within a reasonable time upon receiving all the necessary information. The Mayor will use best efforts to approve or disapprove a request for permit as soon as possible.
- (i) The Mayor or the applicant can request a pre-construction meeting with the permittee and their construction contractor.
- (j) Permit applications are required for construction on new, replacement or upgrading of the company's facilities in the right-of-way either aerial or underground.
- (k) The failure of a person to request and obtain a permit from the City prior to performing any of the above listed activities in, or over any right-of-way, except in an emergency, will subject the person to a stop-work order from the City and enforcement action pursuant to the City's Code of Ordinances.
- (l) If the person receiving the permit fails to act upon the permit within thirty (30) days of issuance, the permit shall become invalid, and the person will be required to obtain another permit.
- (m) If the Applicant or User proposes any installation, maintenance, repair, replacement or any other work in the Right-of-Way that would result in a change as to the ADA or PROWAG requirements, the Applicant or User proposing such change is responsible for all costs, labor and other actions needed to maintain ADA and PROWAG compliance. If any Right-of-Way work will affect ADA or PROWAG requirements, a permit shall be required, even if not otherwise required. Applicant must certify that the Right-of-Way will be ADA compliant when the installation, maintenance, repair, replacement or other work is complete. If any action by Applicant will affect ADA or PROWAG requirements, Applicant or User must show how such work will be ADA or PROWAG compliant.
- (n) If State or Federal law provides that a permit is not required for certain work to be done, then a person proposing to do such work shall be required to provide notice two (2) working days prior to performing such work.

Sec. 3.21.086. - Conditions of public rights-of-way occupancy.

- (a) In the exercise of governmental functions, the City has first priority over all other uses of the public rights-of-way. The City reserves the right to lay sewer, gas, water, and other pipe lines or cables and conduits, and to do underground and overhead work, and attachments, restructuring, or changes in aerial facilities in, across, along, over, or under a public street, alley, or public rights-of-way occupied by a person, and to change the curb, sidewalks, or the grade of streets or rights-of-way.
- (b) The City shall assign the location in or over the public rights-of-way among competing users of the public rights-of-way with due consideration to the public health and safety considerations of each user type, and to the extent the City can demonstrate that there



TEXAS MUNICIPAL LAW BULLETIN™

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New Rules for Small Cell Nodes



Each city can regulate its right-of-way to ensure that there are no obstructions to city streets and that utilities can fit together in the limited space provided. Texas Senate passed Bill 1004 (now Chapter 284 of the Tex. Loc. Gov't Code), effective September 1st, provides special rules for wireless companies to place network nodes (different size boxes with wireless

technology attached to utility poles) in public rights-of-way. The bill limits city regulation of the placement of the nodes and poles, and sets low rental and permit fees. However, the new bill does allow cities to adapt their right-of-way management ordinances to regulate the placement and appearance of these facilities. Regulation of placement can include restricted or concealed placement in a park and the city, residential areas, historic districts, and, what is designated by the statute as "design districts". It is crucial for each city to designate areas within their municipal boundaries as soon as possible to take advantage of these restrictions if it wishes to protect these areas from additional visual clutter and to obtain the small rental fees allowed when the nodes and poles are placed on city poles or in city rights of way. This is particularly beneficial to a city with more protected themed design layouts.

An application and registration form are also required if a city wants to regulate placement of nodes and poles.

The Firm has draft ordinances and forms available for modification for your City. Please contact your primary attorney for more information.

Ordinance Revisions

Right of Way Management Ordinance and Design Manual

- a. Designate different districts and list parks
- b. Require concealment of some nodes and other facilities
- c. Limit sizes
- d. Permit Application and Registration Requirements Procedures
- e. Give City Officials duties and authority to regulate facilities
- f. Provide for indemnity and insurance requirements for companies placing facilities
- g. Impose safety and cleanup requirements of companies placing facilities
- h. Include preference of location of installation
- i. Requires separate electric supply for facilities
- j. Amend fee schedule to include all types of nodes and related facilities

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12325 Hymeadow Dr., Ste 2-100, Austin, Texas 78750 ★ Phone: 512-250-0411 ★ TexasMunicipalLawyers.com

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Implementation of S.B. 1004 – What can/must a city do?

2017 Texas Municipal League
Annual Conference
October 5, 2017

Georgia N. Crump
gcrump@lglawfirm.com

Compliance

- ❖ Can require compliance with ROW management ordinances, undergrounding requirements, zoning restrictions.
- ❖ Can continue to exercise zoning, land use, planning, and permitting authority.
- ❖ Can continue to impose police power-based regulations in management of PROW
- ❖ Can require compliance with a design manual – historic and design districts, parks and residential areas.
- ❖ Can require indemnification by providers, same as Chapter 283.
- ❖ Can require relocation or adjustment of NN in a timely manner and without cost to city.
- ❖ Can require non-interference with city mobile telecomm operations.

Permits

- ❖ Can require permits for nodes, node support poles, and transport facilities.
- ❖ § 284.152.

Fees

- ❖ Can charge permit/application fees for NN and NSP - § 284.156
- ❖ Can charge right-of-way use fees for each node, node support pole, and transport facility - §§ 284.053, .055.

What's the size of a node?

- ❖ Antenna must fit within 6 cubic feet – real or imaginary.
- ❖ Can't be higher than 3 feet above the top of the pole.
- ❖ Can't protrude more than 2 feet from the side of the pole.

What if it's larger than this?

- ❖ Then not covered in the definition, and access not granted.

How about a “micro network node”?

- ❖ Can't be larger than 24" long, 15" wide, and 12" high.
- ❖ Any exterior antenna can't be longer than 11".

What about “other” equipment?

- ❖ The cumulative size of other equipment associated with the network node can't be more than 28 cubic feet in volume.
- ❖ And, it can't protrude more than 2 feet from outer circumference of existing structure or pole.

How about ground-based enclosures, separate from poles?

- ❖ No taller than 3 ½ feet from grade, no wider than 3 ½ feet, no deeper than 3 ½ feet.

How about pole-mounted enclosures?

- ❖ Can't be taller than 5 feet.

How about poles?

- ❖ No higher than the *LESSER* of:
 - 10 feet above the tallest utility pole within 500 linear feet, or 55 feet.
- ❖ If higher than this – not covered by Chapter 284, and not allowed as matter of right.
 - E.g., 120' poles in PROW (Mobilitie).

What's not included in these limitations?

- ❖ Electric meters;
- ❖ Concealment elements;
- ❖ Telecomm demarcation boxes;
- ❖ Grounding equipment;
- ❖ Power transfer switches;
- ❖ Cut-off switches; and
- ❖ Vertical cable runs for connection of power and other services.

ROW Management Ordinance

§ 284.001(c) – Findings and Policy

“It is the policy of this state, subject to state law and strictly within the requirements and limitations prescribed by this chapter, that municipalities:

- (1) Retain the authority to manage the public right-of-way to ensure the health, safety, and welfare of the public...”

ROW Management Ordinance, cont.

§ 284.002 – Definitions

(19) “public right-of-way management ordinance” means an ordinance that complies with Subchapter C.

Industry focus on § 284.110 – Discrimination Prohibited.

In the management of, and access to, the PROW, the city’s exercise of administrative and regulatory authority must be competitively neutral with regard to other users of the PROW.

ROW Management Ordinance, cont.

§ 284.101 – city may not require a network provider to obtain a special use permit or similar zoning review, nor may the network provider be subject to further land use approval to access PROW in order to:

- 1) Construct, modify, maintain, operate, relocate, and remove a NN or NSP;
- 2) Modify or replace a utility pole or NSP; and
- 3) Collocate on a pole, subject to agreement with the city.

But all of these activities are subject to applicable codes, including PROW management ordinances.

ROW Management Ordinance, cont.

And all of these activities must comply with §294.102:

- May not obstruct, impede, or hinder usual travel or public safety on PROW;
- May not obstruct legal use of PROW by other utility providers;
- May not violate nondiscriminatory applicable codes;
- May not violate or conflict with city's PROW design specifications;
- May not violate federal Americans with Disabilities Act of 1990.

PROW Management Ordinance

- ❖ Review existing ordinance – most provisions should also apply to Network Providers.
- ❖ Will need additional provisions related to permit processing and fees.
- ❖ In general – keep as uniform as possible to avoid claims of discrimination.
- ❖ In general – have provisions ensuring the non-violation of the provisions of §284.102 (above).

Design Manual

§ 284.108 – a city may adopt a Design Manual.

- ❖ For the installation and construction of NN and new NSP in the PROW.
- ❖ Supplements the installation and construction provisions of Chapter 284.
- ❖ Must not conflict with Chapter 284.

Design Manual

Supplements the PROW management ordinance. May include:

1. Submittal of an industry standard pole load analysis for each service pole.
2. Requirement that NN equipment placed on new and existing poles be placed more than 8 feet above ground level.

Statute does *NOT* limit the Design Manual to these 2 items.

Design Manual

- ❖ City can only impose requirements that are “in place” on date the permit application is filed.
- ❖ Time limitations for action on permit applications cannot be tolled or extended pending the adoption or modification of a design manual.

Design Manual

So, what can be included?

- ❖ ROW management provisions
- ❖ preferences for location
- ❖ required concealment/camouflage measures/colors
- ❖ renderings of “pre-approved” designs for decorative fixtures, street signage installations
- ❖ identification requirements
- ❖ provisions for removing abandoned/damaged installations
- ❖ removal to underground locations
- ❖ placement in ROW (protecting sight-lines, pedestrian travel, ADA)
- ❖ minimum height of pole attachments (protecting sight-lines, pedestrians, etc.)
- ❖ set-backs for ground equipment from streets/parks/corners (same protections)
- ❖ limiting protrusions from poles
- ❖ limiting number of NN per pole
- ❖ spacing of new NSP
- ❖ placement restrictions to avoid interference with traffic signals

Historic Districts/Design Districts

§284.105 – Network Provider MUST obtain advance approval before installing new NN or new NSP in area zoned or designated as historic district or a design district.

- A “design district” must have decorative poles:
Decorative pole is a streetlight pole “specially designed and placed for aesthetic purposes and on which no appurtenances or attachments [other than signage/banners] have been placed.” (§ 284.002(4))

Historic Districts/Design Districts

Conditions for approval to locate in these districts:

- ❖ “require” use of design or concealment measures.
- ❖ “request” compliance with design and aesthetic standards.
- ❖ “explore feasibility” of certain camouflage measures to improve aesthetics of new NN, new NSP, or related ground equipment, or any portion of the nodes, poles, or equipment, to minimize impact to the aesthetics of the districts.

No limitation on city’s authority to enforce:

- ❖ historic preservation zoning regulations consistent with zoning authority under federal law,
- ❖ requirements for facility modifications under federal law, or
- ❖ National Historic Preservation Act of 1966.

Underground Requirements

§ 284.107

- ❖ Any prohibitions on installation of aboveground structures in a PROW contained in ordinances, zoning regulations, state law, private deed restrictions, other public or private restrictions.
- ❖ Network Provider must comply with these restrictions for installations approved by permit from city.
- ❖ But can replace an existing structure in spite of these regulations.

Protection of Parks and Residential Areas

§ 284.104

No installation of new NSP in PROW without city's nondiscriminatory written consent:

- ❖ PROW in a city park.
- ❖ PROW adjacent to street not more than 50' wide and adjacent to SF or MF residential lots (zoning or deed restrictions).

Compliance with private deed restrictions also required.

Use of city-owned poles

Does the city have to allow NN on streetlights?
On traffic signals? On directional signage?

§ 284.002(21) – “Service Pole”:

- ❖ Owned or operated by a city, in the PROW
- ❖ Supports traffic control functions
- ❖ Structure for signage
- ❖ Supports lighting (other than decorative pole)
- ❖ Supports only NN
- ❖ NOT a municipally-owned utility pole

Use of city-owned poles

City can require a separate pole attachment agreement with network provider for location of NN on Service Poles.

❖ Non-discriminatory terms

- Can be very specific about weight limitations, access, removal, appearance, etc.

❖ Rental rate not to exceed \$20/year/pole.

Permitting

Good idea to get procedures set up ahead of time – strict time requirements for processing permits.

No moratoria allowed for filing or processing permit applications, or issuing permits for NN or NSP – § 284.151.

Permit requirements should apply to all occupants of PROW (no discrimination, remember?)

Permitting

§ 284.153 – Can't require more info on application than that required for telecommunications utility (no discrimination, remember?)

UNLESS the information directly related to requirements of Chapter 284.

Application fees not to exceed the lesser of:

- ❖ actual, direct, and reasonable costs, reasonably related in time to the time the costs are incurred; OR
- ❖ \$500 for up to 5 NN; \$250 for each additional NN per application; and \$1,000 for each pole.

No third-party legal or engineering costs to be included; no contingency fees.

Permits Not Allowed

§ 284.157 - no application, permit, or payment allowed for:

- ❖ Routine maintenance with no excavation or closing of sidewalks or traffic lanes;
- ❖ Replace or upgrade NN or pole with node or pole substantially similar in size or smaller, and no excavation or closing;
- ❖ Install, place, maintain, operate, or replace Micro NN strung on cables between existing poles or NSP.

Permits Not Allowed

Substantially Similar NN or NSP:

- ❖ New or upgraded NN not more than 10% larger than existing NN (still may not exceed size limitations)
- ❖ New or upgraded NSP not more than 10% higher than existing pole (still may not exceed height limitations).
- ❖ Replacement or upgrade doesn't include replacement of an existing NSP.
- ❖ Replacement or upgrade doesn't defeat existing concealment elements of NSP.

Permitting - § 284.153

Standard form application should be used, can require:

- ❖ Construction and engineering drawings (especially for historic, design, and underground districts, location vis-à-vis residential areas and parks)
- ❖ Info to confirm compliance with PROW design specifications and codes (drawings to show set-backs, protection of sight-lines, etc.)

Permitting

Very Important Time Requirements

§ 284.154 – Meet these requirements or permit will be *deemed approved*.

Application submitted:

- ❖ For transport facility – determine if complete and notify applicant within 10 days.
- ❖ For NN or NSP – determine if complete and notify within 30 days.

Permitting

If Application complete:

- ❖ For transport facility – approve or deny within 21 days.
- ❖ For NN – approve or deny within 60 days.
- ❖ For NSP – approve or deny within 150 days.

If deny – document reason for denial – notify on or before date denied.

- ❖ Applicant has 30 days to cure deficiency, without paying additional fee, other than fee for actual costs incurred by city.
- ❖ City must approve or deny within 90 days (review limited to noticed deficiencies).

Grandfathering?

SB 1004, Section 2 – public/private agreements for deployment of NN and ordinances:

- ❖ Rates, terms, and conditions of agreements and ordinances entered into or enacted before Sept. 1, 2017, apply to all NN ***installed and operational before Sept. 1, 2017.***
- ❖ For all NN installed and operational after Sept. 1, 2017:
 - If rate, term, or condition of agreement or ordinance doesn't comply with Chapter 284, city must amend the agreement or ordinance to comply, and amended provisions take effect on March 1, 2018.
 - Every agreement or ordinance after Sept. 1, 2017, must comply.



Questions?

Thank you



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9E

TITLE:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2017-32 of the City Council of the City of Bastrop, Texas amending the Code Ordinances, Chapter 14 titled “Zoning”, Section 37 titled “Exterior Construction Requirements”, providing a repealing clause; providing a severability clause; providing a savings clause; and providing for an effective date; and move to include on the January 9, 2018, agenda for a second reading.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

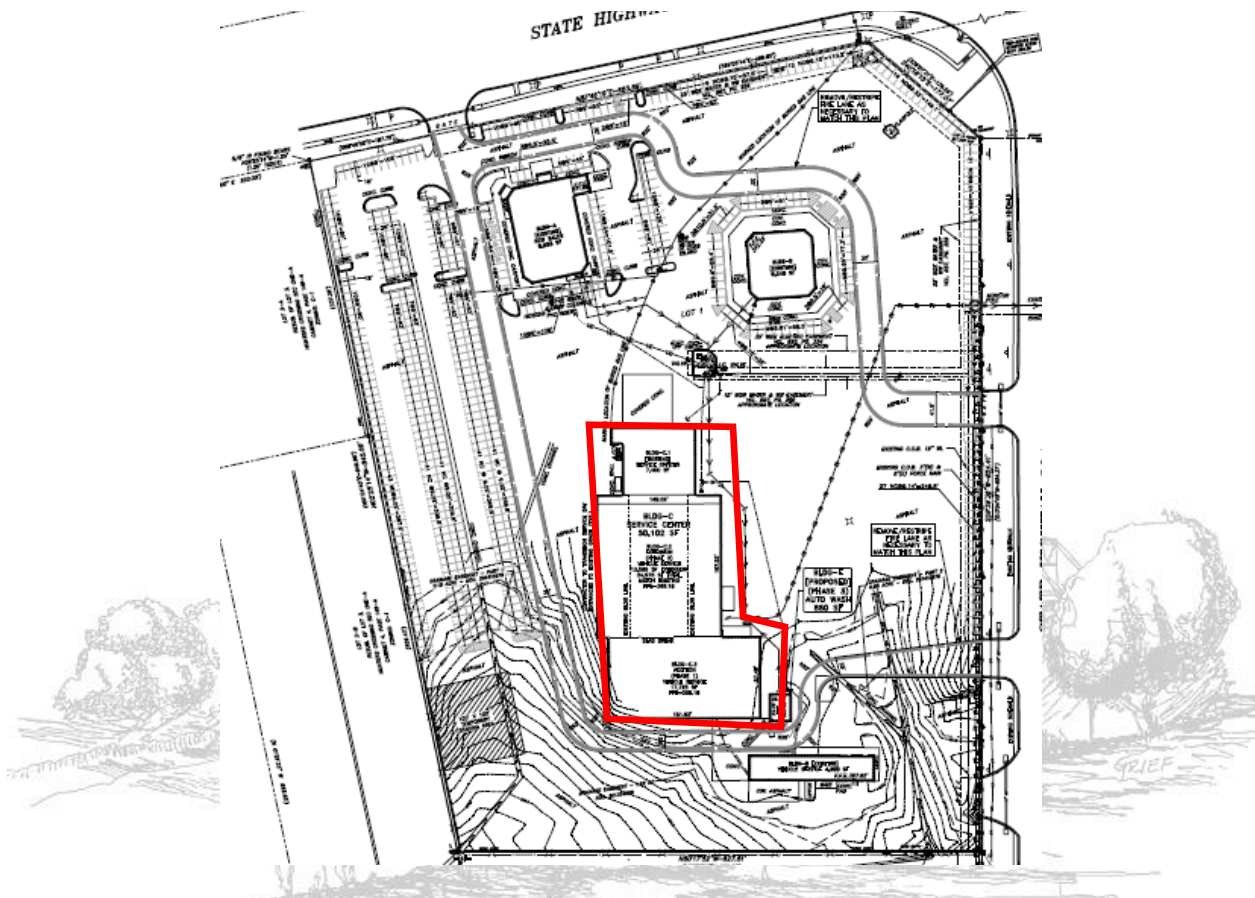
BACKGROUND/HISTORY:

The Code of Ordinances Chapter 14 – Zoning contains Development Standards that apply to both residential and non-residential site development. The amendment specifically relates to Section 37 – Exterior Construction Requirements, which outlines allowable materials that can be installed on the exterior of the building within specific zoning district and on specific building faces. The section of the code detailing the materials and picture examples of each are in Attachment 1.

Within Non-residential zoning districts, excluding residential and industrial, and Light Industrial districts, the code defines which of the materials referenced above can be on specific faces of the building and in what amount. A building in C-2, Commercial 2 Zoning is required to have 100% masonry on the street-facing and residential-facing facades. The remaining sides must be comprised of at least 50% masonry material.

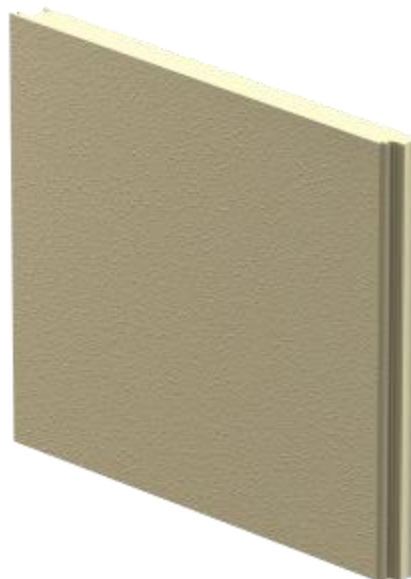
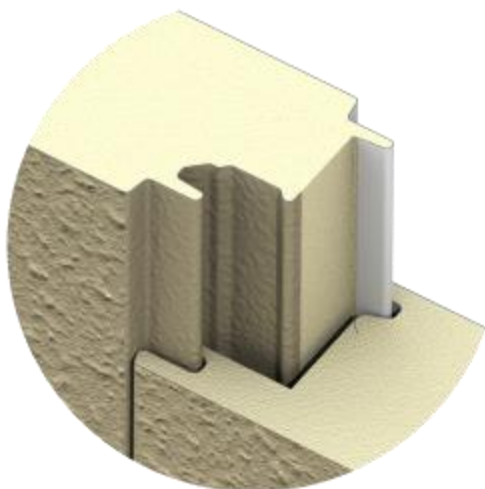
The owner of Covert Chevrolet has requested an amendment to the Code of Ordinance requirements for exterior building materials in order to use a metal composite material that provides an exterior finish similar to a concrete composite material or plaster finish that is allowed as a masonry product in the code.

The site plan that is currently under review includes the expansion of the existing building highlighted below.



The existing building (and other buildings onsite) has metal siding. The building will be approximately 50,000 square feet in size and contain multiple bays for automobile repair.

They would like to use an insulated metal panel material coated with a masonry like textured and painted surface that will resemble a plaster or EIFS finish. The applicant has chosen this material as it is more energy efficient for this type of building and will have long-term durability. Examples of the material are below:



PLANNING & ZONING COMMISSION RECOMMENDATION:

The P&Z by a vote of 6-1 recommended that the foamed-insulated-core concealed fastener metal wall panel with a masonry finish be added to the list of approved exterior construction materials and that alternative building material requests should come before the Planning & Zoning Commission for approval. The amendment language, as amended by the P&Z is below:

Sec. 37.1.A DEFINITIONS

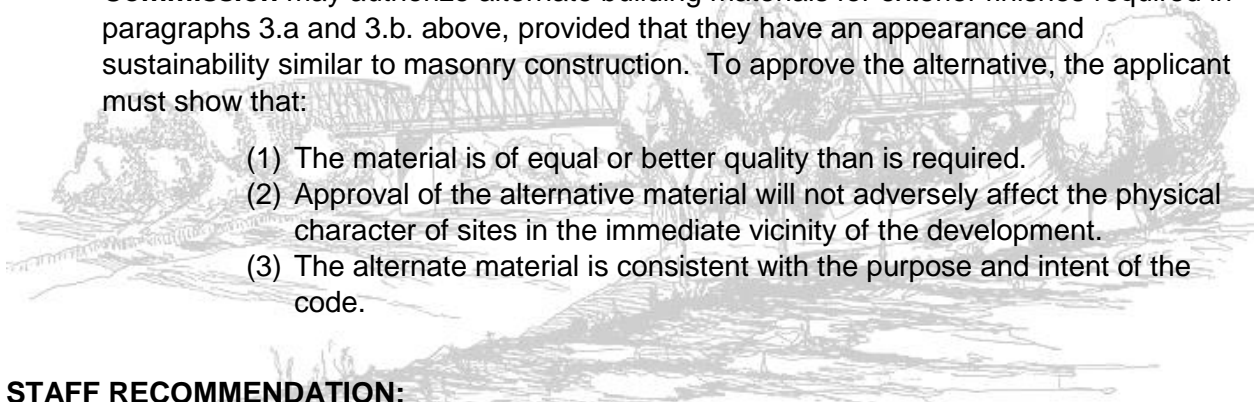
- D. Foamed-insulated-core concealed fastener metal wall panel with a masonry finish may be allowed if approved by the city and found to be of comparable or superior durability and mimic the appearance of other approved materials.

Sec. 37.2.A.2 Nonresidential Zoning Districts, excluding Residential and Light Industrial (LI):

- a. In recognition of changing construction materials and practices, the **Planning & Zoning Commission** may authorize alternate building materials for exterior finishes required in paragraphs 2.a and 2.b. above, provided that they have an appearance and sustainability similar to masonry construction. To approve the alternative, the applicant must show that:
- (1) The material is of equal or better quality than is required.
 - (2) Approval of the alternative material will not adversely affect the physical character of sites in the immediate vicinity of the development.
 - (3) The alternate material is consistent with the purpose and intent of the code.

Sec. 3.01.A.3 Light Industrial (LI) Zoning District:

In recognition of changing construction materials and practices, the **Planning & Zoning Commission** may authorize alternate building materials for exterior finishes required in paragraphs 3.a and 3.b. above, provided that they have an appearance and sustainability similar to masonry construction. To approve the alternative, the applicant must show that:

- 
- (1) The material is of equal or better quality than is required.
 - (2) Approval of the alternative material will not adversely affect the physical character of sites in the immediate vicinity of the development.
 - (3) The alternate material is consistent with the purpose and intent of the code.

STAFF RECOMMENDATION:

Staff recommended that alternative materials could be reviewed and **approved by the Planning Director** and the applicant would have the right to appeal any decision to the Planning & Zoning Commission.

With the amendment as proposed by staff, the Planning Director would have the ability to evaluate new materials for consistency with the intent of the code and determine if it is an appropriate material within the context of specific sites. As construction practices continue to evolve and create new products, this will allow the city consider alternatives without putting a large time constraint on the review and approval process.

POLICY EXPLANATION:

10.2 - AUTHORITY TO AMEND ORDINANCE:

The City Council may from time to time, after receiving a final report thereon by the Planning and Zoning Commission and after public hearings required by law, amend, supplement, or change the regulations herein provided or the boundaries of the zoning districts specified on the Zoning Map. Any Ordinance regulations or Zoning District boundary amendment may be ordered for consideration by the City Council, be initiated by the Planning and Zoning Commission, or be requested by the owner of real property, or the authorized representative of an owner of real property.'

The Planning & Zoning Commission will held public hearing and made a recommendation on the amendment to City Council. The City Council will hold a public hearing and two ordinance readings if this amendment is approved and adopted.

RECOMMENDATION:

Hold public hearing and consider action to approve Ordinance 2017-32 of the City Council of the City of Bastrop, Texas amending the Code Ordinances, Chapter 14 titled “Zoning”, Section 37 “ titled “Exterior Construction Requirements”, providing a repealing clause; providing a severability clause; providing a savings clause; and providing for an effective date; and move to include on the January 9, 2018, agenda for a second reading.

ATTACHMENTS:

- Attachment 1: Section 37-Exterior Construction Materials and Examples of Materials
- Ordinance



ORDINANCE 2017- 32

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 14 TITLED “ZONING,” SECTION 37 TITLED “EXTERIOR CONSTRUCTION REQUIRMENTS”, PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop has adopted Chapter 14 – Zoning, Section 37 – Exterior Construction Materials, to allow the City to review and permit development standards related to building construction to ensure the future sustainability of the city and safety of the citizens; and

WHEREAS, a request was made to review new exterior construction materials to for compliance with purpose and intent of the code and amend the existing requirements to allow new materials; and

WHEREAS, The City Council may from time to time, after receiving a final report from the Planning and Zoning Commission and after public hearings required by law, amend, supplement, or change the regulations herein provided; and

WHEREAS, staff proposed an amendment to allow the consideration and approval of alternative materials by the Planning Director, taking in to consideration the quality of the material, the effect upon the immediate vicinity of the project, and that the material meets the purpose and intent of the code; and

WHEREAS, the Planning & Zoning Commission, after a public hearing, recommended amending the staff proposed amendment to provide that the Commission approve all alternative materials and recommended that the foamed-insulated-core concealed fastener metal wall panel with a masonry finish be added as an allowed exterior building material at their regular November 30, 2017 meeting; and

WHEREAS, notice of the public hearing to consider amendments to the Code of Ordinances was published on November 11, 2017, as required by Ordinance, and the City Council held a public hearing on December 12, 2017; and

WHEREAS, after consideration of the information presented and public input received at the hearing, City Council has determined that the exterior construction materials requirements should be amended to acknowledge that as construction practices continue to evolve and create new products, this will allow the city consider alternatives without putting a large time constraint on the review and approval process.

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

Section 1: The Code of Ordinances of the City of Bastrop, Texas, is hereby amended by amending Chapter 14 “Zoning” Section 37 “Exterior Construction Requirements”, to read as follows:

“Chapter 14. ZONING

ARTICLE 37.1 EXTERIOR CONSTRUCTION STANDARDS

...

Sec. 37.1.A DEFINITIONS

...

- D. Foamed-insulated-core concealed fastener metal wall panel with a masonry finish may be allowed if approved by the city and found to be of comparable or superior durability and mimic the appearance of other approved materials.

ARTICLE 37.2 CONSTRUCTION STANDARDS

...

Sec. 37.2.A.2 Nonresidential Zoning Districts, excluding Residential and Light Industrial (LI):

...

- d. In recognition of changing construction materials and practices, the Planning & Zoning Commission may authorize alternate building materials for exterior finishes required in paragraphs 2.a and 2.b. above, provided that they have an appearance and sustainability similar to masonry construction. To approve the alternative, the applicant must show that:
 - (1) The material is of equal or better quality than is required.
 - (2) Approval of the alternative material will not adversely affect the physical character of sites in the immediate vicinity of the development.
 - (3) The alternate material is consistent with the purpose and intent of the code.

Sec. 3.01.A.3 Light Industrial (LI) Zoning District:

...

- d. In recognition of changing construction materials and practices, the Planning & Zoning Commission may authorize alternate building materials for exterior finishes required in paragraphs 3.a and 3.b. above, provided that they have an appearance and sustainability similar to masonry construction. To approve the alternative, the applicant must show that:
 - (1) The material is of equal or better quality than is required.

- (2) Approval of the alternative material will not adversely affect the physical character of sites in the immediate vicinity of the development.
- (3) The alternate material is consistent with the purpose and intent of the code.

Section 3: This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

Section 4: All ordinances of the City of Bastrop in conflict with the provisions of this Ordinance shall be, and same are hereby, repealed, provided, however, that all other provisions of said Ordinances are not in conflict herewith shall remain in full force and effect.

Section 5: Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance or of the City of Bastrop Code of Ordinances, as amended hereby, be adjudged or held to be voided or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinances or the City of Bastrop Code of Ordinances, as amended hereby, which shall remain in full force and effect.

Section 6: An offense committed before the effective date of the Ordinance is governed by prior law and the provisions of the City of Bastrop Code of Ordinances in effect when the offense was committed and the former law is continued in effect for this purpose.

Section 7. This Ordinance shall take effect on the 9th day of January 2018, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on the First Reading on the 12th day of December, 2017.

READ and ACKNOWLEDGED on the Second Reading on the 9th day of January, 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

ARTICLE 37.1 EXTERIOR CONSTRUCTION STANDARDS

A. **Definitions:** For the purpose of this section the following definitions shall apply:

1. Masonry exterior construction shall include all construction of stone material (including artificial stone), brick material, concrete masonry units, or concrete panel construction, which is composed of solid, cavity, faced, or veneered-wall construction.

The types of allowable masonry construction are listed below:

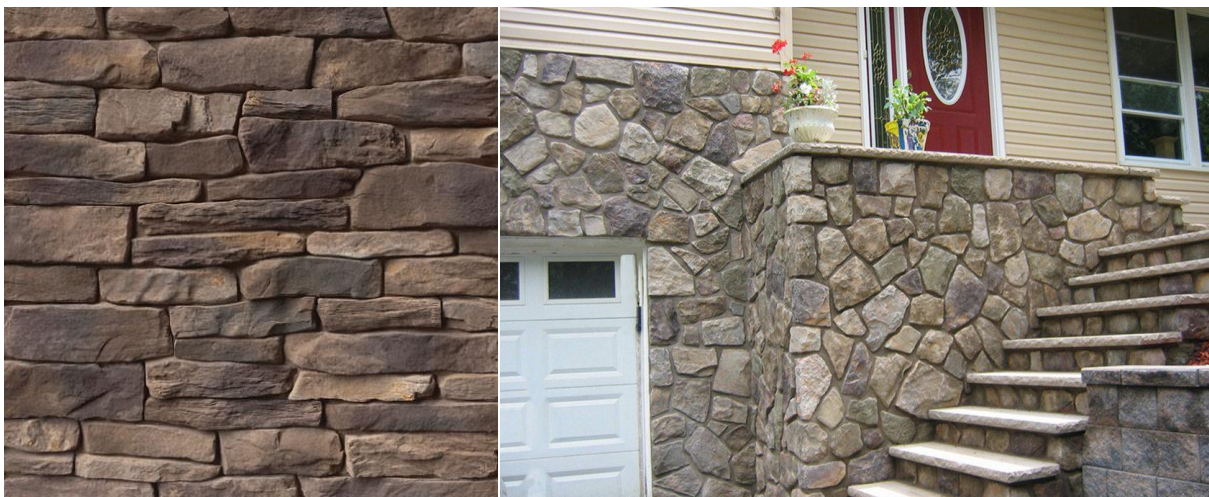
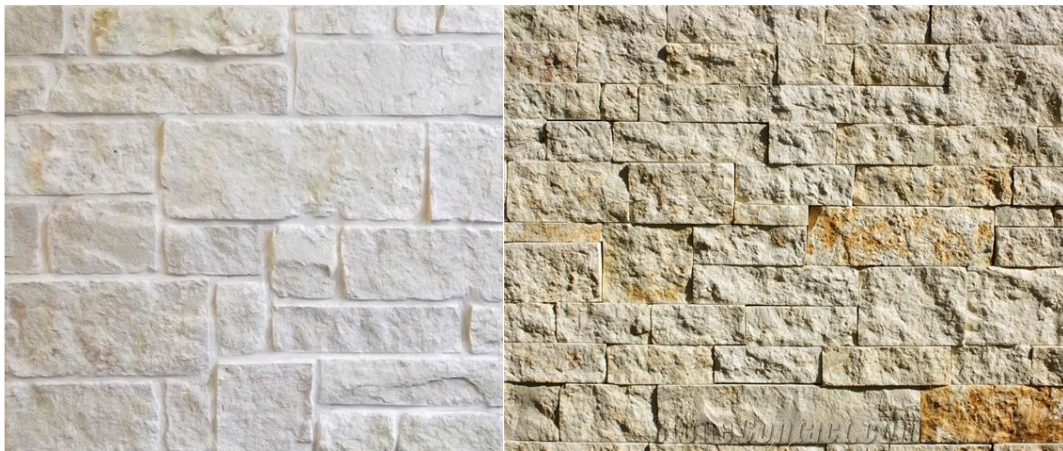
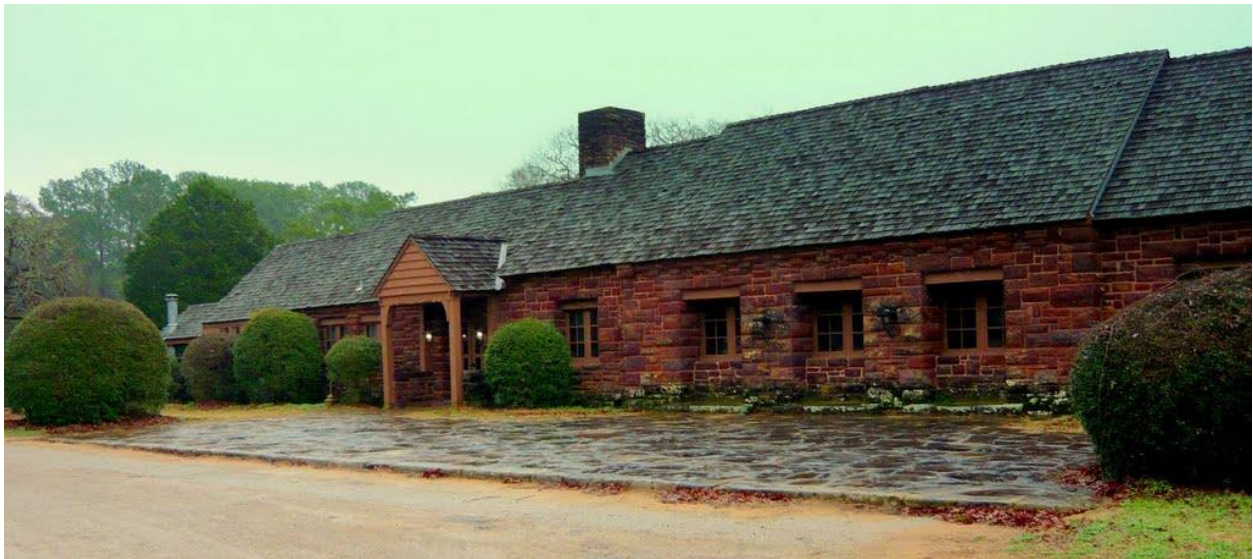
- a. Stone Material: Masonry construction using stone material may consist of granite, marble, limestone, slate, river rock, and other hard and durable naturally occurring all weather stone. Cut stone and dimensioned stone techniques are acceptable.
 - b. Brick Material: Brick material used for masonry construction shall be hard fired (kiln fired) clay or slate material that meets the latest standard contained within the building code. Unfired or underfired clay, sand, or shale brick are not allowed.
 - c. Concrete Masonry Units: Concrete masonry units used for masonry construction shall meet the latest standard contained within the building code. Concrete masonry units shall have an indented, hammered, split face finish or other similar architectural finish, and be integrally colored. Lightweight concrete block or cinder block construction is not acceptable as an exterior finish.
 - d. Concrete Panel Construction: Concrete finish, pre-cast panel or tilt wall construction shall be painted, fluted, or exposed aggregate. Smooth or untextured concrete finishes are not acceptable unless painted.
 - e. Plaster Finishes: Plaster (stucco) shall have a minimum overall thickness of 7/8".
2. Glass exterior construction shall include glass curtain walls or glass block construction. Glass curtain wall shall be defined as an exterior wall which carries no structural loads, and which may consist of the combination of metal, glass, or other surfacing material supported in a metal framework.
 3. Metal exterior construction shall include profiled panels, deep ribbed panels and concealed fastener systems. Metal exterior construction shall be (1) finished with a manufacturer's permanent finish material, such as baked on enamel or epoxy/resin finish, or (2) painted in accordance with the wall manufacturer's specifications. All such exterior metal walls shall be required to have a profiled surface. The following are prohibited when the walls are metal:
 - a. corrugated panels[.]
 - b. galvanized, corrugated, aluminum coated, zinc-aluminum coated, or unpainted exterior metal finish[.]
 - c. Siding shall include fiber cement (e.g. Hardiplank) or wood products excluding vertical panels.

B. Use of corrugated plastic or fiberglass panels is prohibited.

C. Hardy plank or other concrete composite materials may be allowed if approved by the city and found to be of comparable or superior durability and mimic the appearance of other approved materials.

Examples of Currently Allowed Materials

a. Stone Material



Attachment 1: Section 37 Exterior Construction Materials and Examples of Materials

b. Brick Material



c. Concrete Masonry Unit



Attachment 1: Section 37 Exterior Construction Materials and Examples of Materials

d. Concrete Panel Construction (tilt wall)



e. Plaster Finishes (stucco)



Attachment 1: Section 37 Exterior Construction Materials and Examples of Materials

Plaster Finish Detail



2. Glass Exterior Construction

Glass curtain wall



Attachment 1: Section 37 Exterior Construction Materials and Examples of Materials

Glass block



3. Metal Exterior Construction



Attachment 1: Section 37 Exterior Construction Materials and Examples of Materials



4. Hardiplank



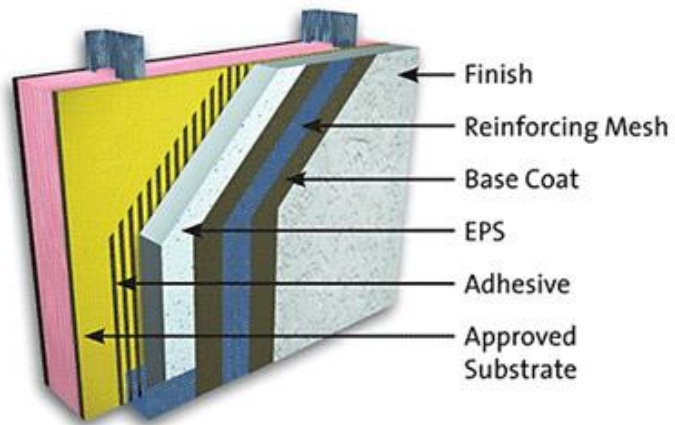
Hardiplank detail:



Wood Siding



Exterior Insulation and Finishing System (EIFS)



ARTICLE 37.2 CONSTRUCTION STANDARDS

2. Nonresidential Zoning Districts, excluding Residential and Light Industrial (LI):

- a. Exterior construction on any building/wall side that faces or is oriented toward any street or residential zoning district shall have 100% of the total exterior walls above grade level, excluding doors and windows, constructed of masonry, siding, wood, or glass materials.
- b. Exterior walls, other than walls that face and/or are adjacent to any street or any residential zoning district, shall have at least fifty percent (50%) of the total of those exterior walls above grade level, excluding doors and windows, constructed of masonry, siding, wood or glass materials. The exterior wall areas that face a public street or residential zoning district cannot be used in calculating the required fifty percent (50%).
- c. Metal exterior wall construction in Nonresidential zoning districts excluding Light Industrial (LI), may be approved by the City as follows:
 - (1) On accessory buildings that are two hundred forty (240) square feet or less.
 - (2) On accessory buildings over two hundred forty (240) square feet if located in the C-1 and C-2 zoning districts.
 - (3) Over masonry or other materials as an architectural design motif upon the submittal and approval (considering the size, content, location, theme of the proposal and the location and character of surrounding uses) of a detailed design plan (including, at a minimum, to scale renderings of exterior elevations, signage, and landscape plans) that illustrates a unified theme and that identifies the metal materials used as an accent or element to accomplish the architectural design goals. No metal exterior construction will be approved if the sole purpose is to reduce construction costs.
 - (4) On temporary construction buildings with a permit issued by the City Building Official.

3. Light Industrial (LI) Zoning District:

- a. Metal exterior construction is not permitted on any building/wall side that faces or is oriented toward any street or residential zoning district. Said walls shall have 100% of the total exterior walls above grade level, excluding doors and windows, constructed of masonry, siding, wood, or glass materials.
- b. Exterior walls, other than walls that face and/or are adjacent to any street or any residential zoning district, shall have at least fifty percent (50%) of the total of those exterior walls above grade level, excluding doors and windows, constructed of such masonry, siding, wood or glass materials. The side exterior wall areas that face a public street or residential zoning district cannot be used in calculating the required fifty percent (50%).
- c. Metal exterior walled construction may be approved by the City in the Light Industrial Zoning District as follows:
 - (1) On accessory buildings that are two hundred forty feet (240') square feet or less.
 - (2) Over masonry or other materials as an architectural design motif upon the submittal and approval (considering the size, content, location, theme of the proposal and the location and character of surrounding uses) of a detailed design plan (including, at a minimum, to scale renderings of exterior elevations, signage, and landscape plans) that illustrates a unified theme and that identifies the metal

Attachment 1: Section 37 Exterior Construction Materials and Examples of Materials

materials used as an accent or element to accomplish the architectural design goals. No metal exterior construction will be approved if the sole purpose is to reduce construction costs.

- (3) On temporary construction buildings with a permit issued by the City Building Official.
- (4) On structures that have ground floors (first floor of structure) of 7,000 square feet or greater in area (total ground floor area excluding parking garages and loading docks) located in Light Industrial Zoning Districts, provided that:
 - i. All exterior walls adjacent any street and/or any residential, neighborhood service, retail, central business or commercial district shall consist of 100% nonmetal materials, such as masonry, siding, wood, and/or glass.
 - ii. All other exterior walls, excluding those identified in 3.c.(4)(i) above, may be constructed of metal (excluding corrugated and galvanized metals) that comply with Section 37.1.A.3 above.
 - iii. Galvanized and corrugated metals are prohibited for use on exterior walls unless the use of such materials are an approved part of an architectural 'design motif' as defined in 3.c.(3) above.



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9F

TITLE:

Consider action to approve Resolution No. R-2017-105 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as The Colony 1A, Section 1, Phase A, being 23.965 acres out of the Jose Manuel Bangs Survey, located west of FM 969 and south of the future extension of Sam Houston Drive, within the extra-territorial jurisdiction of Bastrop, Texas, attached as Exhibit A; repealing all conflicting resolutions; and providing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

Site Address: West of FM 969, south of the future extension of Sam Houston Drive (Attachment 3)
Total Acreage: 23.965 acres
Legal Description: 23.965 acres out of the Jose Manuel Bangs Survey
Property Owner: Hunt Communities
Agent Contact: Bill Couch, CBD, Inc.
Existing Use: Vacant/Undeveloped
Existing Zoning: None. Extra-Territorial Jurisdiction
Consent
Agreement Lot Standard: Colony – S (Standard Lot) 6,000 sf
Future Land Use: Neighborhood Residential
Preliminary Plat Approval Date: February 9, 2016

BACKGROUND/HISTORY:

The applicant has submitted a Final Plat for The Colony MUD 1A, Section 1, Phase A. The plat is creating 70 single-family detached lots and two common area lots (Exhibit A). The proposed single-family detached lots have a minimum width of 50 feet and minimum lot area of 6,000 square feet. 5.833 acres of right-of-way (ROW) will be dedicated with the extension of Sam Houston Drive (100-foot ROW) and three new residential streets (50-foot ROW) specifically serving this section.

Traffic Impact and Streets

The Final Plat proposes to extend Sam Houston Drive, an arterial street, westward from its intersection with FM 969, which will provide the main access into the development. Local streets connecting to Sam Houston Drive will serve the proposed residential lots and provide access into

the adjacent undeveloped property. Sidewalks will also be built within the development, which will ultimately connect to the existing neighborhood trail system.

A traffic impact analysis (TIA) for the overall development of The Colony Subdivision has been previously approved by the City, and the Final Plat is consistent with the recommendations of that analysis. Improvements along FM 969 are proposed to be built with this section and include items such as turning and deceleration lanes. Provisions for a future traffic signal will also be provided.

Utilities

Water service (domestic and fire) will be provided by The Colony MUD via water line extensions from existing infrastructure located near FM 969. These lines will be designed according to the City's construction standards, as well as the Texas Commission on Environmental Quality's (TCEQ) requirements.

Wastewater collection and treatment will also be provided by The Colony MUD and will require the installation of a wastewater lift station.

Drainage

The Final Plat indicates an existing channel and associated floodplain areas along the western boundary of the development. Stormwater runoff generated within the property will be routed through an underground storm sewer network to these floodplain areas, which will then flow eastward to the Colorado River.

The proposed drainage system will be designed with a sufficient capacity to route flows from a 100-year design storm to the Colorado River. Due to the property's proximity to the river, stormwater detention is not required.

PUBLIC NOTIFICATION:

Seven adjacent property owner notifications were mailed on November 28, 2017. At the time of this report, no responses had been received (Attachment 2).

POLICY EXPLANATION:

All final plats must be reviewed and approved by the City Council. A final plat application must be made within 180 days of the preliminary plat approval or the preliminary plat expires. The application for the final plat was made January 28, 2016, however the infrastructure construction plans were under review and were just deemed complete to allow approval of the final plat. Further policy explanation is included in Attachment 1.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-105 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as The Colony 1A, Section 1, Phase A, being 23.965 acres out of the Jose Manuel Bangs Survey, located west of FM 969 and south of the future extension of Sam Houston Drive, within the extra-territorial jurisdiction of Bastrop, Texas, attached as Exhibit A; repealing all conflicting resolutions; and providing an effective date.

ATTACHMENTS:

- Attachment 1: Policy Explanation
- Attachment 2: Surrounding Property Notification
- Attachment 3: Location Map
- Resolution
- Exhibit A: Final Plat

RESOLUTION NO. R-2017-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE FINAL PLAT KNOWN AS THE COLONY MUD 1A, SECTION 1 PHASE A, BEING 23.965 ACRES OUT OF THE JOSE MANUEL BANGS SURVEY, LOCATED WEST OF FM 969 AND SOUTH OF THE FUTURE EXTENSION OF SAM HOUSTON DRIVE, WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF BASTROP, TEXAS, AS ATTACHED IN EXHIBIT A, REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Local Government Code Section 212 and the City of Bastrop Subdivision Ordinance, the City Council is required to take action regarding certain plats; and

WHEREAS, Hunt Communities (“the Applicant”) has submitted a Final Plat for The Colony MUD 1A, Section 1, Phase A, a residential subdivision; and

WHEREAS, the Final Plat is consistent with the Comprehensive Plan designation of Neighborhood Residential and requirements of The Colony Consent Agreement approved August 8, 2017; and

WHEREAS, the Preliminary Plat for Colony MUD 1A, Section 1 was recommended for approval by the Planning & Zoning Commission on January 28, 2016 and approved by City Council on February 9, 2016; and

WHEREAS, the Bastrop Planning and Engineering Department has reviewed the above-referenced final plat and found it is in compliance with the Subdivision Ordinance, and the Consent Agreement approved August 8, 2017; and

WHEREAS, notice of the subdivision was sent in accordance with the Subdivision Ordinance to notify the public.

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

Section 1. The Final Plat known as The Colony MUD 1A, Section 1, Phase A, being 23.965 acres of the Jose Manuel Bangs Survey, located west of FM 969 and south of the future extension of Sam Houston Drive, within the extra-territorial jurisdiction of Bastrop, Texas is hereby approved, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

Section 2. All resolutions of the City of Bastrop in conflict with the provisions of this Resolution shall be, and same are hereby, repealed, provided, however, that all other provisions of said Resolution are not in conflict herewith shall remain in full force and effect.

Section 3. This Resolution shall take effect on the 12th day of December 2017, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of December, 2017.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

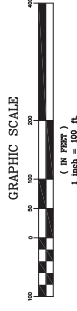
Alan Bojorquez, City Attorney

Exhibit A

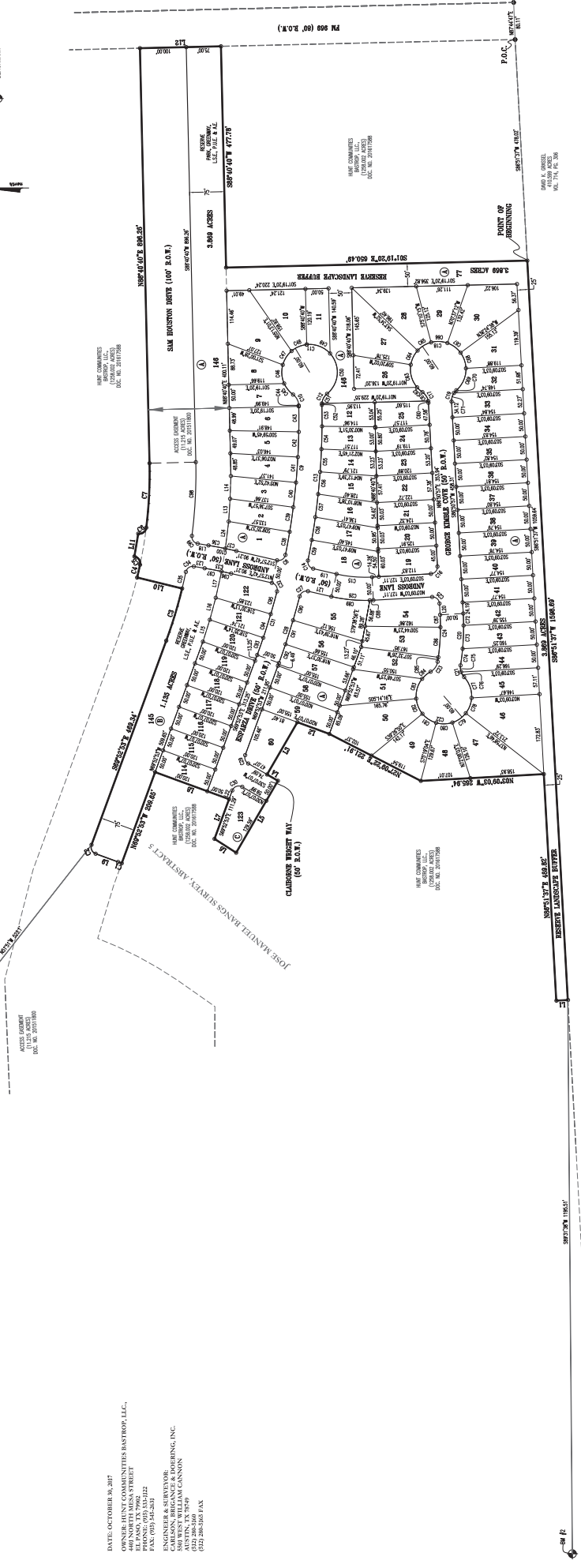
THE FINAL PLAT OF THE COLONY MUD 1A, SECTION 1, PHASE A



- LEGEND**
- ▲ DEDICATED POINT
 - 1/2" DIA. ROAD FOUND
 - UNLESS OTHERWISE NOTED
 - ① LOT NUMBER
 - ② CURB
 - ③ BRACKEN STRUCK LINE
 - ④ PUBLIC UTILITY FACILITY
 - ⑤ L.S.E. (LOCAL SERVICE EASEMENT)
 - ⑥ ACCESS FACILITY
 - ⑦ DRAINAGE FACILITY
 - ⑧ WATER MAIN FACILITY
 - ⑨ WATER LINE FACILITY
 - ⑩ W.I.L.E. (WATER LINE EASEMENT)
 - ⑪ M.I.B. (MUD BOUNDARIES)
 - ⑫ BENCHMARK



SCALE: 1" = 100'



LINE	THICKNESS	OF	RIGHT-OF-WAY
SAM HOUSTON DRIVE	100'	R.O.W.	1150'
AMBROSS LANE	50'	R.O.W.	621'
GEORGE W. BUSH BLVD	50'	R.O.W.	795'
CLARETINE WRIGHT WAY	50'	R.O.W.	100'
TOTAL			3566'

TOTAL	ACREAGE	ZONES	ACRES
1	TOTAL	3,869	ACRES
2	GREENWAY, L.S.E., P.U.E. & A.E.	115	ACRES
3	TOTAL	3,754	ACRES
4	TOTAL	3,869	ACRES

F.L.S.M.A. MAP NO. 4802C (MUD 1A) & 4802C (MUD 1B) & 4802C (MUD 1C) & 4802C (MUD 1D) & 4802C (MUD 1E) & 4802C (MUD 1F) & 4802C (MUD 1G) & 4802C (MUD 1H) & 4802C (MUD 1I) & 4802C (MUD 1J) & 4802C (MUD 1K) & 4802C (MUD 1L) & 4802C (MUD 1M) & 4802C (MUD 1N) & 4802C (MUD 1O) & 4802C (MUD 1P) & 4802C (MUD 1Q) & 4802C (MUD 1R) & 4802C (MUD 1S) & 4802C (MUD 1T) & 4802C (MUD 1U) & 4802C (MUD 1V) & 4802C (MUD 1W) & 4802C (MUD 1X) & 4802C (MUD 1Y) & 4802C (MUD 1Z)

SHEET NO. 1 OF 2

Carlson, Brigance & Doering, Inc.
ENGINEERS & SURVEYORS
10000 W. HUNTSVILLE STREET, SUITE 100
BASTROP, TX 77828
PHONE: (937) 533-8122
FAX: (937) 533-8123

PATH--J N751 (SURVEY) FINAL PLAT--THE COLONY MUD 1A, SECTION 1, PHASE A.DWG

POLICY EXPLANATION:

Compliance with 2036 Comprehensive Plan:

Future Land Use Plan - Neighborhood Residential: The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces and public uses such as schools, fire stations, and more.

This final plat complies with the Future Land Use Plan. The plat includes 70 single-family lots that will provide 70 single-family detached units. There are also two common lots that provide open space, drainage and landscaped areas for this plat. This is one section of the larger Colony MUD development that includes parks, trails, and recreation facilities.

Objective 2.1.2: Exercise greater influence on development patterns and character in the Bastrop ETJ.

The City of Bastrop has a Consent Agreement with the Colony Municipal Utility District that allows the city to agree to specific land uses and development standards, even though the development is not within the city limits. This allows the city to ensure the quality of development and future sustainability.

Goal 4.1.1 Provide a greater diversity of housing options in Bastrop while protecting the character of the City's existing neighborhoods.

Through the Consent Agreement, the Colony MUD development includes four different single-family lot standards and two multi-family standards. This plat falls into the Colony – S 6,000 square foot category, which is a bit smaller, but roughly equivalent to the Bastrop Zoning Ordinance Single-Family 7. These lots will allow for smaller lot sizes, providing a single-family detached home without as much yard area to maintain.

Local Government Code

Sec. 212.002. Rules.

After a public hearing on the matter, the governing body of a municipality may adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

Bastrop adopted subdivision regulations in 1981. The Code of Ordinances, Chapter 10 – Subdivisions outlines the requirements for plats within the Bastrop city limits and Extra Territorial Jurisdiction (ETJ).

Section 212.004 Plat Required

(a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared.

The applicant has proposed dividing an undeveloped 23.965 acre tract into 70 single-family lots. With the subdivision, public streets, drainage facilities, and water and wastewater infrastructure will be owned and maintained by the Municipal Utility District.

Sec. 212.010. Standards for Approval

(a) The municipal authority responsible for approving plats shall approve a plat if:

Attachment 1

- (1) it conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;

The final plat conforms to the Future Land Use Plan, which is designated Neighborhood Residential for this area.

- (2) it conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;

The plat conforms to the adopted Transportation Master Plan. A portion of Sam Houston Drive will be dedicated with this plat. The plat also conforms with the Capital Improvement Plan and will install extensions of the water and wastewater infrastructure.

- (3) a bond required under Section 212.0106, if applicable, is filed with the municipality; and

Required improvements and bonds will be furnished before the recordation of the Final Plat.

- (4) it conforms to any rules adopted under Section 212.002.

The final plat complies with the requirements of the adopted Subdivision Ordinance and Consent Agreement.

Code of Ordinances Chapter 10 – Subdivisions
Section 4.20 – Standard Procedure – Final Plat

4.20.1 Submission

- C. The final plat shall be filed with the Director of Planning and Development at least fifteen (15) days prior to the meeting at which approval is requested. Prior to the plat being placed before the Council for consideration, the plat must be accepted as administratively complete by the Director of Planning and Development. A plat that contains the information set forth in paragraph 4.20.2 is considered complete.

Planning and Engineering staff have reviewed the Colony MUD 1A, Section 1, Phase A Final Plat for compliance with subdivision and utility standards, have deemed the plat administratively complete and that it meets all of the Subdivision Ordinance requirements.

- D. The Director of Planning and Development will mail a notice to each property owner named as required by Section 4.10.1A hereof each and every time that a subdivision proposal is pending before the City Planning and Zoning Commission or City Council which notice shall include the date, place and time of each subdivision, consideration.

A mailed notice was sent to all property owners within 200 feet on November 29, 2017.



**Notice of Pending Subdivision Approval
City of Bastrop
City Council**

Dear Property Owner:

The **City Council** will hold a meeting **Tuesday, December 12, 2017 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider approval of the following three final plats:

- The Colony MUD 1A, Section 1, Phase A, being 23.965 acres within the Jose Manuel Bangs Survey, A-5, located within the City of Bastrop, Texas Statutory Extra Territorial Jurisdiction (ETJ).
 - 70 residential lots

- The Colony MUD 1A, Section 2A, being 15.377 acres within the Jose Manuel Bangs Survey, A-5, located within the City of Bastrop, Texas Statutory Extra Territorial Jurisdiction (ETJ).
 - 44 residential lots

- The Colony MUD 1A, Section 2B, being 8.312 acres within the Jose Manuel Bangs Survey, A-5, located within the City of Bastrop, Texas Statutory Mile Extra Territorial Jurisdiction (ETJ).
 - 44 residential lots

Owner/Applicant: Hunt Communities Bastrop, LLC

Address: West of FM 969, Bastrop, TX 78602

The site location map and final plats are 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 Subdivision Regulations.

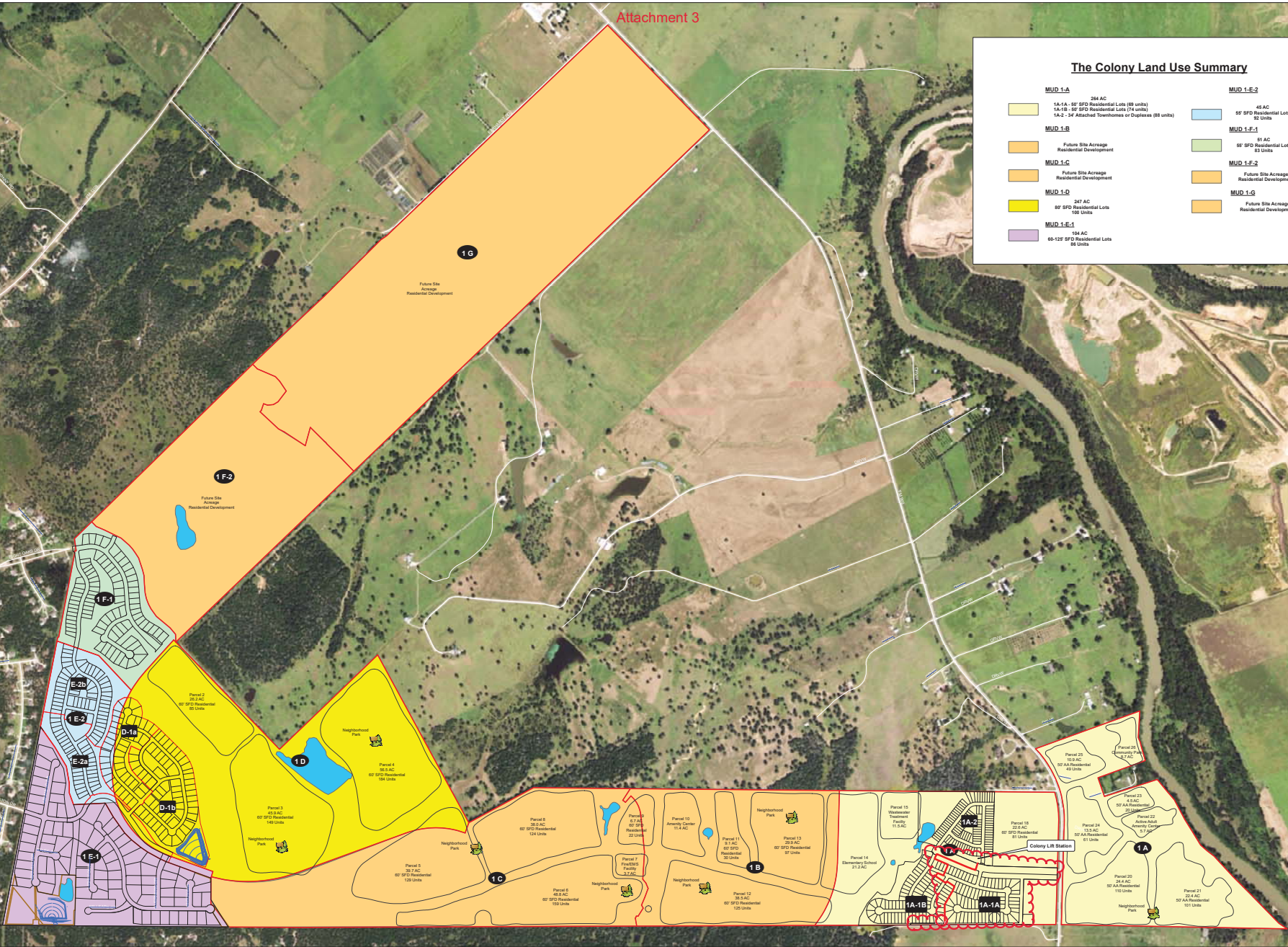
Property owners wishing to subdivide land must follow the rules within the City Subdivision Regulations, which can be read online at:

https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=CH10SU

For more information or comments on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

The Colony Land Use Summary

MUD 1-A	264 AC 1A-1A - 56' SFD Residential Lots (80 units) 1A-1B - 56' SFD Residential Lots (74 units) 1A-2 - 34' Attached Townhomes or Duplexes (88 units)	MUD 1-E-2	48 AC 56' SFD Residential Lots 92 Units
MUD 1-B	Future Site Acreage Residential Development	MUD 1-F-1	81 AC 56' SFD Residential Lots 83 Units
MUD 1-C	Future Site Acreage Residential Development	MUD 1-F-2	Future Site Acreage Residential Development
MUD 1-D	247 AC 86' SFD Residential Lots 168 Units	MUD 1-G	Future Site Acreage Residential Development
MUD 1-E-1	194 AC 60-125' SFD Residential Lots 86 Units		





STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9G

TITLE:

Consider action to approve Resolution No. R-2017-106 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as The Colony 1A, Section 2A, being 15.377 acres out of the Jose Manuel Bangs Survey, located west of FM 969 and north of the future extension of Sam Houston Drive, within the extra-territorial jurisdiction of Bastrop, Texas, attached as Exhibit A, repealing all conflicting resolutions; and providing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

Site Address: West of FM 969, north of the future extension of Sam Houston Drive (Attachment 4)
Total Acreage: 15.377 acres
Legal Description: 15.377 acres out of the Jose Manuel Bangs Survey
Property Owner: Hunt Communities
Agent Contact: Bill Couch, CBD, Inc.
Existing Use: Vacant/Undeveloped
Existing Zoning: None. Extra-Territorial Jurisdiction
Consent
Agreement Lot Standard: Duplex/Townhome
Future Land Use: Neighborhood Residential
Preliminary Plat Approval Date: September 12, 2017

BACKGROUND/HISTORY:

The applicant has submitted a Final Plat for The Colony MUD 1A, Section 2A. The plat is creating 44 single-family attached lots and four common area lots (Exhibit A). The proposed single-family attached lots have a minimum width of 34 feet and minimum lot area of 4,080 square feet. 1.577 acres of right-of-way (ROW) will be dedicated with three new residential streets (50-foot ROW) specifically serving this section.

Traffic Impact and Streets

The Final Plat connects to the Sam Houston Drive extension, an arterial street, provided by the Colony MUD Section 1, Phase A plat., which extends westward from its intersection with FM 969, which will provide the main access into the development. Local streets connecting to Sam Houston Drive will serve the proposed residential lots and provide access into the adjacent

undeveloped property. Sidewalks will also be built within the development, which will ultimately connect to the existing neighborhood trail system.

A traffic impact analysis (TIA) for the overall development of The Colony Subdivision has been previously approved by the City, and the Final Plat is consistent with the recommendations of that analysis. Improvements along FM 969 are proposed to be built under a separate project and must be in place prior to the construction of this section.

Utilities

Water service (domestic and fire) will be provided by The Colony MUD via water line extensions from existing infrastructure located near FM 969. These lines will be designed according to the City's construction standards, as well as the Texas Commission on Environmental Quality's (TCEQ) requirements.

Wastewater collection and treatment will also be provided by The Colony MUD and will require the installation of a wastewater lift station.

Drainage

The Final Plat indicates an existing channel and associated floodplain areas along the western boundary of the development. Stormwater runoff generated within the property will be routed through an underground storm sewer network to these floodplain areas, which will then flow eastward to the Colorado River.

The proposed drainage system will be designed with a sufficient capacity to route flows from a 100-year design storm to the Colorado River. Due to the property's proximity to the river, stormwater detention is not required.

PUBLIC NOTIFICATION:

Seven adjacent property owner notifications were mailed on November 28, 2017. At the time of this report, no responses had been received (Attachment 3).

POLICY EXPLANATION:

All Final Plats must be reviewed and approved by the City Council. Further policy explanation is included in Attachment 1.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-106 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as The Colony 1A, Section 2A, being 15.377 acres out of the Jose Manuel Bangs Survey, located west of FM 969 and north of the future extension of Sam Houston Drive, within the extra-territorial jurisdiction of Bastrop, Texas, attached as Exhibit A, repealing all conflicting resolutions; and providing an effective date.

ATTACHMENTS:

- Attachment 1: Policy Explanation
- Attachment 2: Letter from Applicant
- Attachment 3: Surrounding Property Notification
- Attachment 4: Location Map
- Resolution
- Exhibit A: Final Plat

RESOLUTION NO. R-2017-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE FINAL PLAT KNOWN AS THE COLONY MUD 1A, SECTION 2A, BEING 15.377 ACRES OUT OF THE JOSE MANUEL BANGS SURVEY, LOCATED WEST OF FM 969 AND NORTH OF THE FUTURE EXTENSION OF SAM HOUSTON DRIVE, WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF BASTROP, TEXAS, AS ATTACHED IN EXHIBIT A, REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Local Government Code Section 212 and the City of Bastrop Subdivision Ordinance, the City Council is required to take action regarding certain plats; and

WHEREAS, Hunt Communities (“the Applicant”) has submitted a Final Plat for The Colony MUD 1A, Section 2A, a residential subdivision; and

WHEREAS, the Final Plat is consistent with the Comprehensive Plan designation of Neighborhood Residential and requirements of The Colony Consent Agreement approved August 8, 2017; and

WHEREAS, the Preliminary Plat for Colony MUD 1A, Section 2 was recommended for approval by the Planning & Zoning Commission on August 31, 2017 and approved by City Council on September 12, 2017; and

WHEREAS, the Bastrop Planning and Engineering Department has reviewed the above-referenced final plat and found it is in compliance with the Subdivision Ordinance, and the Consent Agreement approved August 8, 2017; and

WHEREAS, notice of the subdivision was sent in accordance with the Subdivision Ordinance to notify the public.

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

Section 1. The Final Plat known as The Colony MUD 1A, Section 2A, being 15.377 acres of the Jose Manuel Bangs Survey, located west of FM 969 and north of the future extension of Sam Houston Drive, within the extra-territorial jurisdiction of Bastrop, Texas is hereby approved, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

Section 2. All resolutions of the City of Bastrop in conflict with the provisions of this Resolution shall be, and same are hereby, repealed, provided, however, that all other provisions of said Resolution are not in conflict herewith shall remain in full force and effect.

Section 3. This Resolution shall take effect on the 12th day of December 2017, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of December, 2017.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

POLICY EXPLANATION:

Compliance with 2036 Comprehensive Plan:

Future Land Use Plan - Neighborhood Residential: The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces and public uses such as schools, fire stations, and more.

This final plat complies with the Future Land Use Plan. The plat includes 44 single-family lots that will provide 44 single-family attached units. There are also four common lots that provide open space, drainage and landscaped areas for this plat. This is one section of the larger Colony MUD development that includes parks, trails, and recreation facilities.

Objective 2.1.2: Exercise greater influence on development patterns and character in the Bastrop ETJ.

The City of Bastrop has a Consent Agreement with the Colony Municipal Utility District that allows the city to agree to specific land uses and development standards, even though the development is not within the city limits. This allows the city to ensure the quality of development and future sustainability.

Goal 4.1.1 Provide a greater diversity of housing options in Bastrop while protecting the character of the City's existing neighborhoods.

Through the Consent Agreement, the Colony MUD development includes four different single-family lot standards and two multi-family standards. This plat falls into the Duplex/Townhome category, which is roughly equivalent to the Bastrop Zoning Ordinance Single-Family Attached. These lots will allow for smaller unit and lot sizes, providing an additional option other than single-family detached for those that wish to own their lot and home without as much area to maintain.

Local Government Code

Sec. 212.002. Rules.

After a public hearing on the matter, the governing body of a municipality may adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

Bastrop adopted subdivision regulations in 1981. The Code of Ordinances, Chapter 10 – Subdivisions outlines the requirements for plats within the Bastrop city limits and Extra Territorial Jurisdiction (ETJ).

Section 212.004 Plat Required

(a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared.

The applicant has proposed dividing an undeveloped 15.377 acre tract into 44 single-family lots. With the subdivision, public streets, drainage facilities, and water and wastewater infrastructure will be owned and maintained by the Municipal Utility District.

Sec. 212.010. Standards for Approval

Attachment 1

- (a) The municipal authority responsible for approving plats shall approve a plat if:
- (1) it conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;

The final plat conforms to the Future Land Use Plan, which is designated Neighborhood Residential for this area.

- (2) it conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;

The plat conforms to the adopted Transportation Master Plan. The plat also conforms with the Capital Improvement Plan and will install extensions of the water and wastewater infrastructure.

- (3) a bond required under Section 212.0106, if applicable, is filed with the municipality; and

Required improvements and bonds will be furnished before the recordation of the Final Plat.

- (4) it conforms to any rules adopted under Section 212.002.

The final plat complies with the requirements of the adopted Subdivision Ordinance and Consent Agreement.

Code of Ordinances Chapter 10 – Subdivisions
Section 4.20 – Standard Procedure – Final Plat

4.20.1 Submission

- C. The final plat shall be filed with the Director of Planning and Development at least fifteen (15) days prior to the meeting at which approval is requested. Prior to the plat being placed before the Council for consideration, the plat must be accepted as administratively complete by the Director of Planning and Development. A plat that contains the information set forth in paragraph 4.20.2 is considered complete.

Planning and Engineering staff have reviewed the Colony MUD 1A, Section 2A Final Plat for compliance with subdivision and utility standards, have deemed the plat administratively complete and that it meets all of the Subdivision Ordinance requirements.

- D. The Director of Planning and Development will mail a notice to each property owner named as required by Section 4.10.1A hereof each and every time that a subdivision proposal is pending before the City Planning and Zoning Commission or City Council which notice shall include the date, place and time of each subdivision, consideration.

A mailed notice was sent to all property owners within 200 feet on November 29, 2017.



**Notice of Pending Subdivision Approval
City of Bastrop
City Council**

Dear Property Owner:

The **City Council** will hold a meeting **Tuesday, December 12, 2017 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider approval of the following three final plats:

- The Colony MUD 1A, Section 1, Phase A, being 23.965 acres within the Jose Manuel Bangs Survey, A-5, located within the City of Bastrop, Texas Statutory Extra Territorial Jurisdiction (ETJ).
 - 70 residential lots

- The Colony MUD 1A, Section 2A, being 15.377 acres within the Jose Manuel Bangs Survey, A-5, located within the City of Bastrop, Texas Statutory Extra Territorial Jurisdiction (ETJ).
 - 44 residential lots

- The Colony MUD 1A, Section 2B, being 8.312 acres within the Jose Manuel Bangs Survey, A-5, located within the City of Bastrop, Texas Statutory Mile Extra Territorial Jurisdiction (ETJ).
 - 44 residential lots

Owner/Applicant: Hunt Communities Bastrop, LLC

Address: West of FM 969, Bastrop, TX 78602

The site location map and final plats are 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 Subdivision Regulations.

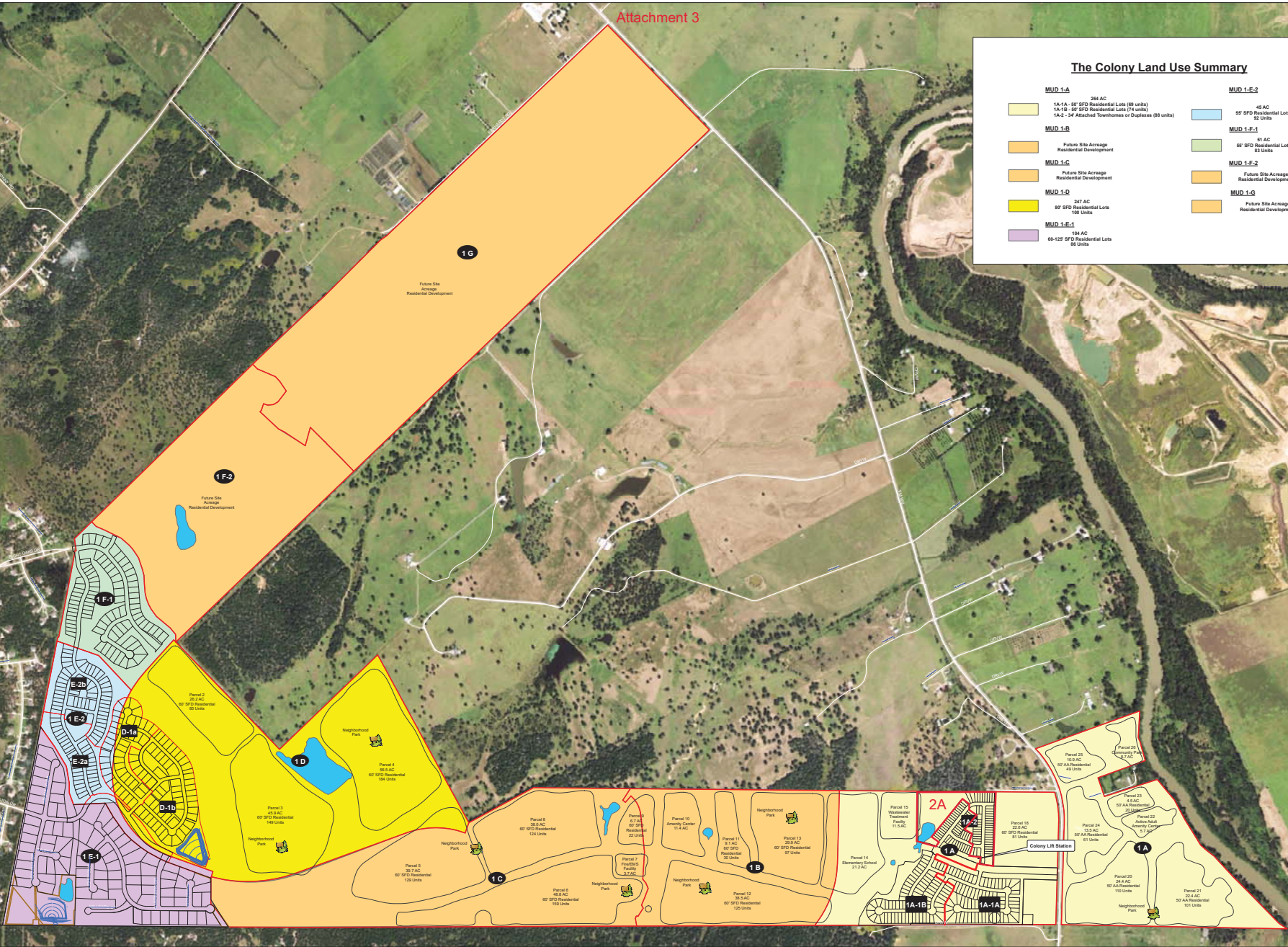
Property owners wishing to subdivide land must follow the rules within the City Subdivision Regulations, which can be read online at:

https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=CH10SU

For more information or comments on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

The Colony Land Use Summary

MUD 1-A	264 AC 1A-1A - 56' SFD Residential Lots (88 units) 1A-1B - 56' SFD Residential Lots (74 units) 1A-2 - 34' Attached Townhomes or Duplexes (88 units)	MUD 1-E-2	48 AC 56' SFD Residential Lots 92 Units
MUD 1-B	Future Site Acreage Residential Development	MUD 1-F-1	81 AC 56' SFD Residential Lots 83 Units
MUD 1-C	Future Site Acreage Residential Development	MUD 1-F-2	Future Site Acreage Residential Development
MUD 1-D	247 AC 86' SFD Residential Lots 168 Units	MUD 1-G	Future Site Acreage Residential Development
MUD 1-E-1	194 AC 60-125' SFD Residential Lots 86 Units		





STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9H

TITLE:

Consider action to approve Resolution No. R-2017-107 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as The Colony 1A, Section 2B, being 8.312 acres out of the Jose Manuel Bangs Survey, located west of FM 969 and north of the future extension of Sam Houston Drive, within the extra-territorial jurisdiction of Bastrop, Texas, as attached as Exhibit A; repealing all conflicting resolutions; and providing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

Site Address: West of FM 969, north of the future extension of Sam Houston Drive (Attachment 3)
Total Acreage: 8.312 acres
Legal Description: 8.312 acres out of the Jose Manuel Bangs Survey
Property Owner: Hunt Communities
Agent Contact: Bill Couch, CBD, Inc.
Existing Use: Vacant/Undeveloped
Existing Zoning: None. Extra-Territorial Jurisdiction
Consent
Agreement Lot Standard: Duplex/Townhome
Future Land Use: Neighborhood Residential
Preliminary Plat Approval Date: September 12, 2017

BACKGROUND/HISTORY:

The applicant has submitted a Final Plat for The Colony MUD 1A, Section 2B. The plat is creating 44 single-family attached lots and three common area lots (Exhibit A). The proposed single-family attached lots have a minimum width of 34 feet and minimum lot area of 4,080 square feet. 2.777 acres of right-of-way (ROW) will be dedicated with the extension of Sam Houston Drive (100-foot ROW) three new residential streets (50-foot ROW) specifically serving this section.

Traffic Impact and Streets

The Final Plat proposes to extend Sam Houston Drive, an arterial street, westward from its intersection with FM 969, which will provide the main access into the development. Local streets connecting to Sam Houston Drive will serve the proposed residential lots and provide access into the adjacent undeveloped property. Sidewalks will also be built within the development, which will ultimately connect to the existing neighborhood trail system.

A traffic impact analysis (TIA) for the overall development of The Colony Subdivision has been previously approved by the City, and the Final Plat is consistent with the recommendations of that analysis. Improvements along FM 969 are proposed to be built under a separate project and must be in place prior to the construction of this section.

Utilities

Water service (domestic and fire) will be provided by The Colony MUD via water line extensions from existing infrastructure located near FM 969. These lines will be designed according to the City's construction standards, as well as the Texas Commission on Environmental Quality's (TCEQ) requirements.

Wastewater collection and treatment will also be provided by The Colony MUD and will require the installation of a wastewater lift station.

Drainage

The Final Plat indicates an existing channel and associated floodplain areas along the western boundary of the development. Stormwater runoff generated within the property will be routed through an underground storm sewer network to these floodplain areas, which will then flow eastward to the Colorado River.

The proposed drainage system will be designed with a sufficient capacity to route flows from a 100-year design storm to the Colorado River. Due to the property's proximity to the river, stormwater detention is not required.

PUBLIC NOTIFICATION:

Seven adjacent property owner notifications were mailed on November 29, 2017. At the time of this report, no responses had been received (Attachment 2).

POLICY EXPLANATION:

All Final Plats must be reviewed and approved by the City Council. Further policy explanation is included in Attachment 1.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-107 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as The Colony 1A, Section 2B, being 8.312 acres out of the Jose Manuel Bangs Survey, located west of FM 969 and north of the future extension of Sam Houston Drive, within the extra-territorial jurisdiction of Bastrop, Texas, as attached as Exhibit A; repealing all conflicting resolutions; and providing an effective date.

ATTACHMENTS:

Attachment 1: Policy Explanation
Attachment 2: Surrounding Property Notification
Attachment 3: Location Map
Resolution
Exhibit A: Final Plat

RESOLUTION NO. R-2017-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE FINAL PLAT KNOWN AS THE COLONY MUD 1A, SECTION 2B, BEING 8.312 ACRES OUT OF THE JOSE MANUEL BANGS SURVEY, LOCATED WEST OF FM 969 AND NORTH OF THE FUTURE EXTENSION OF SAM HOUSTON DRIVE, WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF BASTROP, AS ATTACHED IN “EXHIBIT A” TEXAS, REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Local Government Code Section 212 and the City of Bastrop Subdivision Ordinance, the City Council is required to take action regarding certain plats; and

WHEREAS, Hunt Communities (“the Applicant”) has submitted a Final Plat for The Colony MUD 1A, Section 2B, a residential subdivision; and

WHEREAS, the Final Plat is consistent with the Comprehensive Plan designation of Neighborhood Residential and requirements of The Colony Consent Agreement approved August 8, 2017; and

WHEREAS, the Preliminary Plat for Colony MUD 1A, Section 2 was recommended for approval by the Planning & Zoning Commission on August 31, 2017 and approved by City Council on September 12, 2017; and

WHEREAS, the Bastrop Planning and Engineering Department has reviewed the above-referenced final plat and found it is in compliance with the Subdivision Ordinance, and the Consent Agreement approved August 8, 2017; and

WHEREAS, notice of the subdivision was sent in accordance with the Subdivision Ordinance to notify the public.

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

Section 1. The Final Plat known as The Colony MUD 1A, Section 2B, being 8.312 acres of the Jose Manuel Bangs Survey, located west of FM 969 and north of the future extension of Sam Houston Drive, within the extra-territorial jurisdiction of Bastrop, Texas is hereby approved, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

Section 2. All resolutions of the City of Bastrop in conflict with the provisions of this Resolution shall be, and same are hereby, repealed, provided, however, that all other provisions of said Resolution are not in conflict herewith shall remain in full force and effect.

Section 3. This Resolution shall take effect on the 12th day of December 2017, or when all applicable publication requirements, if any, are satisfied in accordance with the City’s Charter, Code of Ordinances, and the laws of the State of Texas.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of December, 2017.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

POLICY EXPLANATION:

Compliance with 2036 Comprehensive Plan:

Future Land Use Plan - Neighborhood Residential: The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces and public uses such as schools, fire stations, and more.

This final plat complies with the Future Land Use Plan. The plat includes 44 single-family lots that will provide 44 single-family attached units. There are also three common lots that provide open space, drainage and landscaped areas for this plat. This is one section of the larger Colony MUD development that includes parks, trails, and recreation facilities.

Objective 2.1.2: Exercise greater influence on development patterns and character in the Bastrop ETJ.

The City of Bastrop has a Consent Agreement with the Colony Municipal Utility District that allows the city to agree to specific land uses and development standards, even though the development is not within the city limits. This allows the city to ensure the quality of development and future sustainability.

Goal 4.1.1 Provide a greater diversity of housing options in Bastrop while protecting the character of the City's existing neighborhoods.

Through the Consent Agreement, the Colony MUD development includes four different single-family lot standards and two multi-family standards. This plat falls into the Duplex/Townhome category, which is roughly equivalent to the Bastrop Zoning Ordinance Single-Family Attached. These lots will allow for smaller unit and lot sizes, providing an additional option other than single-family detached for those that wish to own their lot and home without as much area to maintain.

Local Government Code

Sec. 212.002. Rules.

After a public hearing on the matter, the governing body of a municipality may adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

Bastrop adopted subdivision regulations in 1981. The Code of Ordinances, Chapter 10 – Subdivisions outlines the requirements for plats within the Bastrop city limits and Extra Territorial Jurisdiction (ETJ).

Section 212.004 Plat Required

(a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared.

The applicant has proposed dividing an undeveloped 8.312 acre tract into 44 single-family lots. With the subdivision, public streets, drainage facilities, and water and wastewater infrastructure will be owned and maintained by the Municipal Utility District.

Sec. 212.010. Standards for Approval

Attachment 1

- (a) The municipal authority responsible for approving plats shall approve a plat if:
- (1) it conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;

The final plat conforms to the Future Land Use Plan, which is designated Neighborhood Residential for this area.

- (2) it conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;

The plat conforms to the adopted Transportation Master Plan. A portion of Sam Houston Drive will be dedicated with this plat. The plat also conforms with the Capital Improvement Plan and will install extensions of the water and wastewater infrastructure.

- (3) a bond required under Section 212.0106, if applicable, is filed with the municipality; and

Required improvements and bonds will be furnished before the recordation of the Final Plat.

- (4) it conforms to any rules adopted under Section 212.002.

The final plat complies with the requirements of the adopted Subdivision Ordinance and Consent Agreement.

Code of Ordinances Chapter 10 – Subdivisions
Section 4.20 – Standard Procedure – Final Plat

4.20.1 Submission

- C. The final plat shall be filed with the Director of Planning and Development at least fifteen (15) days prior to the meeting at which approval is requested. Prior to the plat being placed before the Council for consideration, the plat must be accepted as administratively complete by the Director of Planning and Development. A plat that contains the information set forth in paragraph 4.20.2 is considered complete.

Planning and Engineering staff have reviewed the Colony MUD 1A, Section 2B Final Plat for compliance with subdivision and utility standards, have deemed the plat administratively complete and that it meets all of the Subdivision Ordinance requirements.

- D. The Director of Planning and Development will mail a notice to each property owner named as required by Section 4.10.1A hereof each and every time that a subdivision proposal is pending before the City Planning and Zoning Commission or City Council which notice shall include the date, place and time of each subdivision, consideration.

A mailed notice was sent to all property owners within 200 feet on November 29, 2017.



**Notice of Pending Subdivision Approval
City of Bastrop
City Council**

Dear Property Owner:

The **City Council** will hold a meeting **Tuesday, December 12, 2017 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider approval of the following three final plats:

- The Colony MUD 1A, Section 1, Phase A, being 23.965 acres within the Jose Manuel Bangs Survey, A-5, located within the City of Bastrop, Texas Statutory Extra Territorial Jurisdiction (ETJ).
 - 70 residential lots

- The Colony MUD 1A, Section 2A, being 15.377 acres within the Jose Manuel Bangs Survey, A-5, located within the City of Bastrop, Texas Statutory Extra Territorial Jurisdiction (ETJ).
 - 44 residential lots

- The Colony MUD 1A, Section 2B, being 8.312 acres within the Jose Manuel Bangs Survey, A-5, located within the City of Bastrop, Texas Statutory Mile Extra Territorial Jurisdiction (ETJ).
 - 44 residential lots

Owner/Applicant: Hunt Communities Bastrop, LLC

Address: West of FM 969, Bastrop, TX 78602

The site location map and final plats are 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 Subdivision Regulations.

Property owners wishing to subdivide land must follow the rules within the City Subdivision Regulations, which can be read online at:

https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=CH10SU

For more information or comments on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 91

TITLE:

Consider action to approve Resolution No. R-2017-108 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as Pecan Park, Section 6B, being 14.00 acres out of the Mozea Rousseau Survey, Abstract 56, located south of the extension of Childers Drive, within the city limits of Bastrop, Texas, as attached as Exhibit A; repealing all conflicting resolutions; and providing an effective date.

STAFF REPRESENTATIVE:

Jennifer C. Bills, AICP, LEED AP, Assistant Planning Director

ITEM DETAILS:

Site Address: South of the extension of Childers Drive (Attachment 4)
Total Acreage: 14.00 acres
Legal Description: 14.00 acres out of the Mozea Rousseau Survey, Abstract 56

Property Owner: DM Pecan Park Associates, Ltd.
Agent Contact: Timothy Holland, Bowman Consulting Group

Existing Use: Vacant/Undeveloped
Existing Zoning: Pecan Park Planned Development
Planned Development District: Single Family Select (SFS)
Future Land Use: Neighborhood Residential
Preliminary Plat Approval Date: September 12, 2017

BACKGROUND/HISTORY:

The applicant has submitted a Final Plat for Pecan Park, Section 6B. The plat is creating 47 single-family detached lots, and four (4) open space lots (Exhibit A). The single-family detached lots allowed under the Single-Family Select district have a minimum width of 50 feet and a minimum of 6,000 square feet in size. 3.30 acres of right-of-way (ROW) will be dedicated with the extension of Childers Drive (60-foot ROW) and three new residential streets (50-foot ROW) serving this section.

Traffic Impact and Streets

The Final Plat proposes to extend Childers Drive, a collector street, southward to provide the main access for Section 6B. Secondary access will be provided by a connection to existing Rimrock Court located within the adjoining Section 6A. Local streets will serve the proposed residential lots. Sidewalks will be installed along all proposed streets and will connect to the proposed neighborhood trail system.

Utilities

Water service (domestic and fire) will be provided by the City via water line extensions from existing infrastructure located on Childers Drive. These lines will be designed according to the City's construction standards, as well as the Texas Commission on Environmental Quality's (TCEQ) requirements.

Wastewater collection and treatment will also be provided by the City and will require the installation of lines that will ultimately connect to an existing wastewater lift station.

Drainage

The Final Plat proposes to install an underground storm sewer system designed to drain runoff generated from the development into an existing system located adjacent to Section 6B. The existing system was designed to accommodate this increase in peak flows, and ultimately connects to the Colorado River.

The proposed drainage system will be designed with a sufficient capacity to route flows from a 100-year design storm to the Colorado River. Due to the property's close proximity to the river, stormwater detention is not required.

Special flood hazard areas (SFHA) are located along the southern boundary of the proposed development, which appear to affect several proposed building lots. In order to ensure homes and other infrastructure are properly protected from flooding, these areas must be filled and developed in accordance with City of Bastrop and FEMA standards.

PUBLIC COMMENTS:

Two (2) adjacent property owner notifications were mailed on November 29, 2017. No responses were received (Attachment 3).

POLICY EXPLANATION:

All Final Plats must be reviewed and approved by the City Council for approval. Further policy explanation is included in Attachment 1.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-108 of the City Council of the City of Bastrop, Texas, approving the Final Plat known as Pecan Park, Section 6B, being 14.00 acres out of the Mozea Rousseau Survey, Abstract 56, located south of the extension of Childers Drive, within the city limits of Bastrop, Texas, as attached as Exhibit A; repealing all conflicting resolutions; and providing an effective date.

8

ATTACHMENTS:

Attachment 1: Policy Explanation
Attachment 2: Letter from Applicant
Attachment 3: Surrounding Property Owner Notification
Attachment 4: Location Map
Resolution
Exhibit A: Final Plat

RESOLUTION NO. R-2017-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE FINAL PLAT KNOWN AS PECAN PARK, SECTION 6B, BEING 14.00 ACRES OUT OF THE MOZEA ROUSSEAU SURVEY, ABSTRACT 56, LOCATED SOUTH OF THE EXTENSION OF CHILDERS DRIVE, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, AS ATTACHED AS EXHIBIT A; REPEALING ALL CONFLICTING RESOULTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Local Government Code Section 212 and the City of Bastrop Subdivision Ordinance, the City Council is required to take action regarding certain plats; and

WHEREAS, Ranch Road Development. (“the Applicant”) has submitted a Final Plat for Pecan Park, Section 6B, a residential subdivision; and

WHEREAS, the Final Plat is consistent with the Comprehensive Plan designation of Neighborhood Residential and requirements of the Zoning District of Pecan Park Planned Development (Ord. # 2017-14); and

WHEREAS, the Preliminary Plat for Pecan Park, Section 6B was recommended for approval by the Planning & Zoning Commission on August 31, 2017 and City Council on September 12, 2017; and

WHEREAS, the Bastrop Planning and Engineering Department has reviewed the above-referenced final plat and found it is in compliance with the Subdivision Ordinance, and the Pecan Park Planned Development (Ord. # 2017-14); and

WHEREAS, notice of the subdivision were sent in accordance with the Subdivision Ordinance to notify the public.

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

Section 1. The Final Plat known as Pecan Park, Section 6B, being 14.00 acres of the Mozea Rousseau Survey, Abstract 56, located south of the extension of Childers Drive, within the city limits of Bastrop, Texas is hereby approved, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of December, 2017.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

PECAN PARK RESIDENTIAL SECTION 6B

FOR REVIEW ONLY

FIELD NOTES DESCRIPTION

DESCRIPTION OF 13.976 ACRES OF LAND IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 66, BASTROP COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 174.334 ACRES TRACT OF LAND DESCRIBED IN RECORD NO. 20171784...

TENCE S 69°49' E, CROSSING SAID TRACT A-1, WITH THE SOUTH LINE OF SAID COMMON AREA 3, PECAN PARK RESIDENTIAL, PHASE 6A, WITH THE NORTH LINE OF THE TRACT DESCRIBED HEREIN, A DISTANCE OF 30.75 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED 'BCG' PREVIOUSLY SET FOR THE SOUTHWEST CORNER OF SAID COMMON AREA 3, SAME BEING THE SOUTHWEST CORNER OF LOT 44, SAID PECAN PARK RESIDENTIAL, PHASE 6A, FOR AN ANGLE POINT IN THE NORTH LINE OF THE TRACT DESCRIBED HEREIN.

TENCE S 78°17'00" E, CONTINUING ACROSS SAID TRACT A-1, WITH THE SOUTH LINE OF LOTS 43 THRU 36, SAID PECAN PARK RESIDENTIAL, PHASE 6A, CONTINUING WITH THE NORTH LINE OF THE TRACT DESCRIBED HEREIN, A DISTANCE OF 450.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED 'BCG' PREVIOUSLY SET FOR THE SOUTHWEST CORNER OF SAID 36, PECAN PARK RESIDENTIAL, PHASE 6A, SAME BEING THE SOUTHWEST CORNER OF LOT 35, SAID PECAN PARK RESIDENTIAL, PHASE 6A, FOR AN ANGLE POINT IN THE NORTH LINE OF THE TRACT DESCRIBED HEREIN.

TENCE S 69°41'28" E, CONTINUING ACROSS SAID TRACT A-1, WITH THE SOUTH LINE OF SAID LOT 35, PECAN PARK RESIDENTIAL, PHASE 6A, CONTINUING WITH THE NORTH LINE OF THE TRACT DESCRIBED HEREIN, A DISTANCE OF 51.30 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED 'BCG' PREVIOUSLY SET FOR THE SOUTHWEST CORNER OF SAID LOT 35, PECAN PARK RESIDENTIAL, PHASE 6A, SAME BEING THE WEST CORNER OF LOT 34, SAID PECAN PARK RESIDENTIAL, PHASE 6A, FOR A NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN.

TENCE S 29°48'40" E, CONTINUING ACROSS SAID TRACT A-1, CROSSING SAID TRACT B-1, WITH THE SOUTHWEST LINES OF LOT 34 AND LOT 33 AND THE TERMINATING RIGHT-OF-WAY LINE OF RIMROCK COURT, SAID PECAN PARK RESIDENTIAL, PHASE 6A, WITH A NORTHEAST LINE OF THE TRACT DESCRIBED HEREIN, A DISTANCE OF 156.65 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED 'BCG' PREVIOUSLY SET FOR THE TERMINATING SOUTH RIGHT-OF-WAY LINE OF SAID RIMROCK COURT, FOR A RE-ENTRANT CORNER OF THE TRACT DESCRIBED HEREIN.

TENCE N 64°11'20" E, CONTINUING ACROSS SAID TRACT B-1, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID RIMROCK COURT, A DISTANCE OF 38.52 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED 'BCG' PREVIOUSLY SET FOR THE NORTHWEST CORNER OF LOT 32, SAID PECAN PARK RESIDENTIAL, PHASE 6A, FOR A NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN.

TENCE S 29°48'40" E, CONTINUING ACROSS SAID TRACT B-1, WITH THE WEST LINE OF SAID LOT 32, PECAN PARK RESIDENTIAL, PHASE 6A, WITH AN EAST LINE OF THE TRACT DESCRIBED HEREIN, A DISTANCE OF 120.00 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED 'BCG' PREVIOUSLY SET FOR THE SOUTHWEST CORNER OF SAID LOT 32, PECAN PARK RESIDENTIAL, PHASE 6A, SAME BEING A NORTHEAST CORNER OF COMMON AREA 2, SAID PECAN PARK RESIDENTIAL, PHASE 6A, FOR THE MOST EASTERLY SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN.

TENCE CONTINUING ACROSS SAID TRACT B-1, CROSSING SAID TRACT A-2, TRACT C AND TRACT A-1, WITH THE SOUTH AND WEST LINES OF THE TRACT DESCRIBED HEREIN, THE FOLLOWING FIFTEEN (15) CURVES AND DISTANCES:

- 1. S 64°11'20" W, A DISTANCE OF 75.00 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR A RE-ENTRANT CORNER, AND AN ANGLE POINT.
2. S 09°58'48" E, A DISTANCE OF 63.14 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR THE SOUTHERLY SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN.
3. S 70°21'04" W, A DISTANCE OF 86.66 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR ANGLE POINT.
4. S 61°12'35" W, A DISTANCE OF 60.83 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR ANGLE POINT.
5. S 60°56'35" W, A DISTANCE OF 102.19 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR ANGLE POINT.
6. S 59°48'54" W, A DISTANCE OF 157.45 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR ANGLE POINT.
7. S 69°22'28" W, A DISTANCE OF 128.89 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR ANGLE POINT.
8. S 64°45'53" W, A DISTANCE OF 60.00 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR ANGLE POINT.
9. S 64°37'43" W, A DISTANCE OF 180.01 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR ANGLE POINT.
10. S 61°01'03" W, A DISTANCE OF 137.98 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR THE SOUTHWEST CORNER OF THE TRACT DESCRIBED HEREIN.
11. N 66°35'52" W, A DISTANCE OF 149.21 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR ANGLE POINT.
12. N 21°15'55" W, A DISTANCE OF 138.80 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR ANGLE POINT.
13. N 25°31'08" W, A DISTANCE OF 247.11 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR ANGLE POINT.
14. N 23°55'48" W, A DISTANCE OF 72.29 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR ANGLE POINT, AND
15. N 10°32'39" W, A DISTANCE OF 60.00 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR THE WEST CORNER OF THE TRACT DESCRIBED HEREIN.

TENCE CONTINUING ACROSS SAID TRACT A-1, WITH THE NORTHWEST LINE OF THE TRACT DESCRIBED HEREIN, THE FOLLOWING TWO (2) CURVES AND DISTANCES:

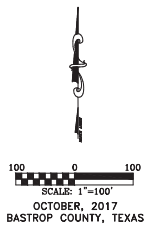
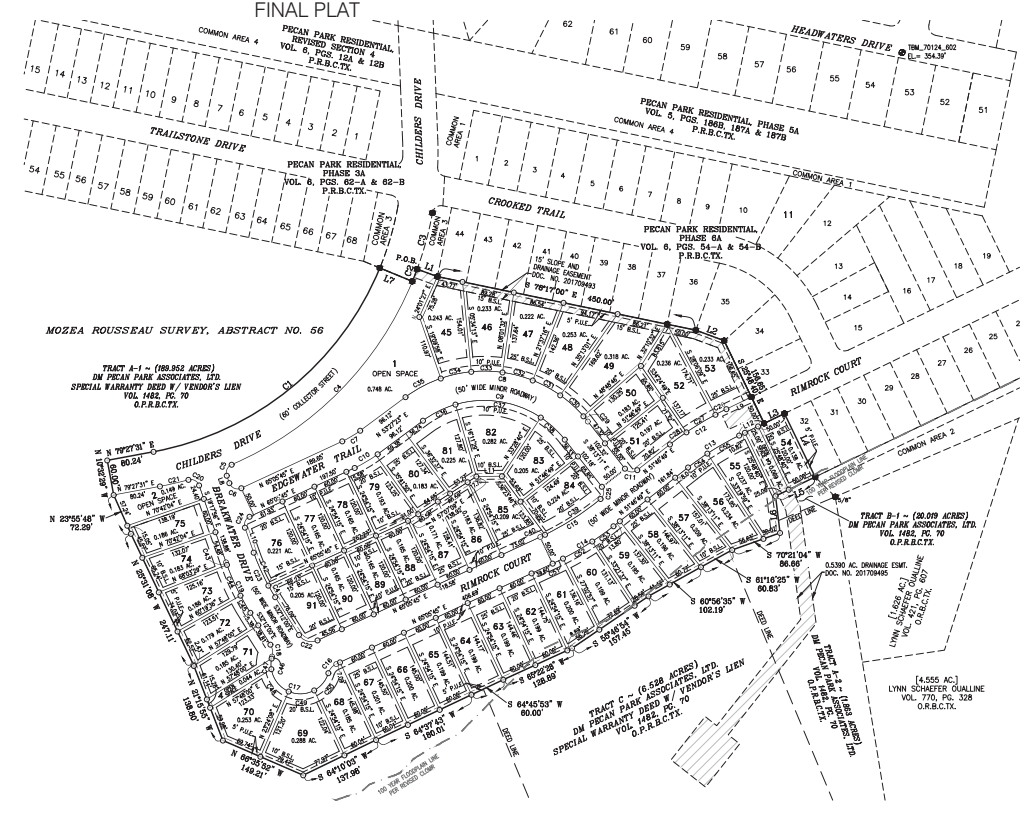
- 1. N 79°27'31" E, A DISTANCE OF 80.24 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR A POINT OF CURVATURE, AND
2. WITH AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 320.00 FEET, AN ARC DISTANCE OF 518.04, AND A CHORD WHICH BEARS N 50°55'04" E, A DISTANCE OF 496.90 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET IN THE SOUTH LINE OF PECAN PARK RESIDENTIAL, PHASE 3A, FOR THE NORTHEAST CORNER OF THE TRACT DESCRIBED HEREIN.

TENCE CONTINUING ACROSS SAID TRACT A-1, WITH THE SOUTH AND EAST LINES OF SAID PECAN PARK RESIDENTIAL, PHASE 3A, WITH A NORTH AND WEST LINE OF THE TRACT DESCRIBED HEREIN, THE FOLLOWING TWO (2) CURVES AND DISTANCES:

- 1. S 67°33'16" E, A DISTANCE OF 60.00 FEET TO A 1/2-INCH IRON ROD WITH A PLASTIC CAP STAMPED 'BCG' SET FOR A RE-ENTRANT CORNER, AND
2. WITH THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET, AN ARC DISTANCE OF 22.35, AND A CHORD WHICH BEARS N 21°12'25" E, A DISTANCE OF 22.34 FEET TO A POINT BEGINNING AND CONTAINING 13.976 ACRES OF LAND, MORE OR LESS.

BEARING BASIS: TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRS.

REFERENCE BOWMAN FN2034R2



- LEGEND
1/2" IRON ROD W/ PLASTIC CAP STAMPED 'BCG' PREVIOUSLY SET
5/8" IRON ROD FOUND
1/2" IRON ROD W/ PLASTIC CAP STAMPED 'BCG' SET
BENCHMARK
DEED RECORDS OF BASTROP COUNTY, TEXAS
P.R.B.C.T.X. PLAT RECORDS OF BASTROP COUNTY, TEXAS
O.R.B.C.T.X. OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS
O.P.R.B.C.T.X. OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS
B.S.L. BUILDING SETBACK LINE
P.U.E. PUBLIC UTILITY EASEMENT
P.O.B. POINT OF BEGINNING

BENCHMARK LIST: THE VERTICAL DATUM FOR THIS PROJECT IS GEODAZIA NAVD83, BASED ON NGS GRID SOLUTION GENERATED FROM GPS FIELD MEASUREMENTS MADE MARCH 1 & 2, 2016 AND VERIFIED BY SMARTNET REFERENCE STATION RTCM-REF 2309 (ELGN).
TBL 20124-602; MAG NAIL SET ON CURB. ELEVATION = 354.39 FEET.

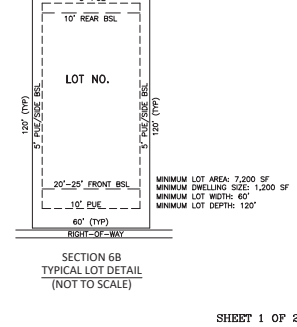
Table with 5 columns: CURVE #, RADIUS, ARC DISTANCE, CHORD BEARING, CHORD DISTANCE. Contains curves C1 through C19.

Table with 5 columns: CURVE #, RADIUS, ARC DISTANCE, CHORD BEARING, CHORD DISTANCE. Contains curves C20 through C38.

Table with 5 columns: CURVE #, RADIUS, ARC DISTANCE, CHORD BEARING, CHORD DISTANCE. Contains curves C39 through C55.

Table with 2 columns: LINE #, BEARING, DISTANCE. Contains lines L1 through L12.

OWNER: BRANCH ROAD DEVELOPMENT, L.L.C. 3140 DYER STREET, SUITE 624 DALLAS, TEXAS 75275 (949) 680-9494
ENGINEER: TIMOTHY HOLLAND, P.E. TEXAS REGISTRATION NO. 94468 BOWMAN CONSULTING GROUP, INC. 1120 SOUTH OPTICAL OF THE TEXAS HIGHWAY BUILDING 3, SUITE 220 AUSTIN, TEXAS 78746 (512) 327-1180
SURVEYOR: JOHN BARNARD, B.S.L.S. BOWMAN CONSULTING GROUP, INC. 1120 SOUTH OPTICAL OF THE TEXAS HIGHWAY BUILDING 3, SUITE 220 AUSTIN, TEXAS 78746 (512) 327-1180
PROJECT ADDRESS: 110 SOUTH SCHAEFER BLVD. BASTROP, TEXAS 78602
UTILITIES: WATER: CITY OF BASTROP; WASTEWATER: CITY OF BASTROP; GAS: CENTERPOINT ENERGY; ELECTRIC: BLUEBONNET ELECTRIC; TELEPHONE: AT&T; CABLE: THE WARNER CABLE



FILE: P120124-01-004PECAN PARK SEC 3B SURVEY WORKING PLANS PECAN PARK SEC 6B (B) FINAL PLATING
DATE: 10/10/2017
SCALE: 1"=100'
JOB #: 70124-01-004
DRAWN BY: JIM
CHECKED BY: JES
DATE: 10/10/2017
CEREB: CF, OW, JS
PLAN #: 3589



Bowman Consulting Group, Ltd. 1120 South Capital of Texas Hwy, Bldg 3, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com Bowman Consulting Group, Ltd.

FINAL PLAT
PECAN PARK RESIDENTIAL SECTION 6B
BASTROP COUNTY, TEXAS

NO. REVISION BY DATE
R120124 - Pecan Park Land Title Survey/70124-01-003 (DUR) - Pecan Park Section 3B Survey/Working Plans/Pecan Park Sec 6B

TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

PECAN PARK RESIDENTIAL SECTION 6B

FOR REVIEW ONLY FINAL PLAT

THE STATE OF TEXAS)
KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF TRAVIS)

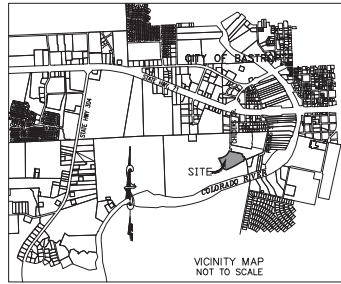
KNOW ALL MEN BY THESE PRESENTS, THAT WE, RANCH ROAD DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, WITH ITS HOME ADDRESS AT 3140 DYER STREET, SUITE 624, DALLAS, TEXAS, OWNER OF 13,976 ACRES OF LAND OUT OF THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, IN BASTROP COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 174,334 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 201717048, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS, DO HEREBY SUBMIT 13,976 ACRES OF LAND OUT OF THE MOZEA ROUSSEAU SURVEY, A-56, BASTROP COUNTY, TEXAS, TO BE KNOWN AS:

PECAN PARK RESIDENTIAL, PHASE 6B

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HEREOFOR GRANTED AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID RANCH ROAD DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE EXECUTED BY SCOTT MILLER, THERE UNTO DULY AUTHORIZED.

SCOTT MILLER, RANCH ROAD DEVELOPMENT, LLC



LEGAL DESCRIPTION:
13,976 ACRES OF LAND IN THE MOZEA ROUSSEAU SURVEY, ABSTRACT NO. 56, BASTROP COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 174,334 ACRE TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO RANCH ROAD DEVELOPMENT, LLC OF RECORD IN DOCUMENT NO. 201717048, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS.

THE STATE OF TEXAS)
KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF TRAVIS)

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SCOTT MILLER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2017, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES ON: _____

STATE OF TEXAS)
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS)
ENGINEERS STATEMENT:

THIS IS TO CERTIFY THAT I AM AUTHORIZED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS; THAT I HAVE REVIEWED THE FINAL PLAT SUBMITTED HERewith; THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF; ALL ENGINEERING WORK FOR THE ROADS AND DRAINAGE WITHIN THIS SUBDIVISION WILL BE COMPLETED IN COMPLIANCE WITH THE CITY OF BASTROP REGULATIONS AND GENERALLY ACCEPTED ENGINEERING STANDARDS AT TIME OF CONSTRUCTION PLAN PREPARATION AND SUBMITTAL.

FOR REVIEW ONLY

THE STATE OF TEXAS)
KNOW ALL MEN BY THESE PRESENTS:
THE COUNTY OF TRAVIS)

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEVEN BOURLAND, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2017, A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES ON: _____

TIMOTHY HOLLAND, P.E. DATE
REGISTERED PROFESSIONAL ENGINEER
NO. 94848 - STATE OF TEXAS
BOWMAN CONSULTING GROUP
1120 SOUTH CAPITAL OF TEXAS HIGHWAY
BUILDING 3, SUITE 220
AUSTIN, TEXAS 78746
PHONE: (512)327-1180

STATE OF TEXAS)
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS)

I, JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE LAND, AND THAT ALL CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION CODE OF THE CITY OF BASTROP, TEXAS.

FOR REVIEW ONLY

CONNIE B. SCHROEDER, MAYOR

ATTEST BY: _____ CITY SECRETARY

THE STATE OF TEXAS
COUNTY OF BASTROP

I, ROSE PIETSON, COUNTY CLERK OF BASTROP COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, A.D., 2017, AT _____ O'CLOCK ____ M., IN THE PLAT RECORDS OF BASTROP COUNTY, TEXAS, IN CABINET _____ PAGE _____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D., 2017.

ROSE PIETSON
COUNTY CLERK
BASTROP COUNTY, TEXAS

JOHN D. BARNARD DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5749-STATE OF TEXAS
BOWMAN CONSULTING GROUP
1120 SOUTH CAPITAL OF TEXAS HIGHWAY
BUILDING 3, SUITE 220
AUSTIN, TEXAS 78746

FLOOD NOTE:
A PORTION OF THE SUBJECT TRACT IS SHOWN TO BE IN FLOOD ZONE AE, BASE FLOOD ELEVATIONS DETERMINED, SPECIAL FLOOD HAZARD AREAS (SFHA) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AND ALSO A PORTION OF THE SUBJECT TRACT IS SHOWN TO BE IN FLOOD ZONE X, OTHER FLOOD AREAS, AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD, AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP PANEL NO. 48021 C 0356, DATED JANUARY 19, 2006.

PLAT NOTES:

- VERTICAL DATUM = NAVD 88 (GEOID12A) PER RESULT OF THE NATIONAL GEODETIC SURVEY ON-LINE POSITION USER SERVICE (OPUS) BASED ON FIELDWORK GPS STATION SESSIONS RUN ON MARCH 1 AND 2, 2016 AND VERIFIED WITH DATA COLLECTION USING SMARTNET NORTH AMERICA REFERENCE STATION RTCM ID 2309 (ELGN).
- ALL EASEMENTS OF RECORD AS INDICATED ON THE MOST RECENT TITLE RUN DATED 4-7-2014, CONDUCTED BY NATIONAL INSURERS TITLE INSURANCE COMPANY, TITLE COMMITMENT OF NO. 13170073-LAK ISSUED BY INDEPENDENCE TITLE COMPANY, FOR PROPERTY INCLUDING PROPERTY ARE SHOWN ON THIS PRELIMINARY PLAT.
- ALL SUBDIVISION IMPROVEMENTS PERMITS SHALL CONFORM TO THE CITY OF BASTROP CODE OF ORDINANCES, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
- CONSTRUCTION PLANS AND SPECIFICATIONS FOR ALL SUBDIVISION IMPROVEMENTS SHALL BE REVIEWED AND ACCEPTED BY THE CITY OF BASTROP PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
- EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BASTROP ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT.
- BUILDING SETBACKS SHOWN SHALL BE IN ACCORDANCE WITH PECAN PARK ZONING ORDINANCE NO. ORD-2015-15 AND AS MODIFIED ON MAY 23, 2017 BY BASTROP CITY COUNCIL, ORDINANCE NO. ORD-2017-14.
- PRIOR TO CONSTRUCTION OF ANY IMPROVEMENTS ON LOTS IN THIS SUBDIVISION, BUILDING PERMITS WILL BE OBTAINED FROM THE CITY OF BASTROP.
- SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BASTROP. HOMEOWNERS WILL BE RESPONSIBLE FOR CONSTRUCTION OF SIDEWALKS LOCATED ON THE STREET FRONTAGE OF SINGLE FAMILY LOTS. THE DEVELOPER WILL CONSTRUCT SIDEWALKS AND CURB RAMPS AS REQUIRED IN ALL OTHER AREAS OF THE SUBDIVISION AT THE TIME OF SUBDIVISION CONSTRUCTION.
- ALL UTILITIES WILL BE UNDERGROUND.
- DEVELOPER/OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL RELOCATION AND MODIFICATIONS TO EXISTING UTILITIES.
- PURSUANT TO A TECHNICAL MEMORANDUM PREPARED BY ESPEY CONSULTANTS, INC. (DATED FEB. 22, 2010) DEMONSTRATING THAT DEVELOPMENT OF THE PECAN PARK PROPERTY WOULD NOT ADVERSELY AFFECT THE REGULATORY FLOOD PLAN OF THE COLORADO RIVER, A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND DM PECAN PARK ASSOCIATES, LTD. WAS APPROVED BY THE CITY COUNCIL (NOV. 12, 2013) THAT STATES "THE CITY SHALL NOT REQUIRE OWNER TO CONSTRUCT ON-SITE DETENTION ON ANY PORTION OF THE LAND WITHIN THE NATURAL DRAINAGE AREA OF THE PROPERTY".
- NO LOT OR STRUCTURE SHALL BE OCCUPIED PRIOR TO THE APPLICANT SUBMITTING TO THE CITY OF BASTROP DOCUMENTATION OF SUBDIVISION/SITE REGISTRATION WITH THE TEXAS DEPARTMENT OF LICENSING AND REGULATIONS (TDLR) AND PROVIDE DOCUMENTATION OF REVIEW AND COMPLIANCE OF THE SUBDIVISION CONSTRUCTION PLANS WITH TEXAS ARCHITECTURAL BARRIERS ACT (TABA).
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
- WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY).
- IMPACT FEES FOR THIS SUBDIVISION SHALL BE BASED ON THE ORDINANCE 2017-13, ESTABLISHING IMPACT FEE IN EFFECT AT THE TIME OF FINAL PLAT APPROVAL.
- SITE DEVELOPMENT CONSTRUCTION PLANS SHALL BE REVIEWED AND ACCEPTED BY THE CITY OF BASTROP.
- FISCAL SURETY FOR SUBDIVISION CONSTRUCTION, IN A FORM ACCEPTABLE TO THE CITY OF BASTROP, SHALL BE PROVIDED PRIOR TO FINAL PLAT APPROVAL BY THE CITY.
- THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES SOLE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF BASTROP.
- BY APPROVING THIS FINAL PLAT, THE CITY OF BASTROP ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE SOLE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS AND/OR CERTIFICATES OF OCCUPANCY.
- NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF BASTROP.
- ALL DRAINAGE EASEMENTS, STORM WATER FACILITIES / FEATURES SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- FLOOD WARNING: THE DEGREE OF FLOOD PROTECTION REQUIRED BY THE CITY OF BASTROP FLOOD DAMAGE PREVENTION ORDINANCE IS CONSIDERED REASONABLE FOR REGULATORY PURPOSES AND IS BASED ON SCIENTIFIC AND ENGINEERING CONSIDERATIONS. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. ACCEPTANCE OF THIS PLAT BY THE CITY COUNCIL, DOES NOT IMPLY THAT LAND OUTSIDE THE AREAS OF SPECIAL FLOOD HAZARDS OR USES PERMITTED WITHIN SUCH AREAS WILL BE FREE FROM FLOODING OR FLOOD DAMAGES. NOR SHALL ACCEPTANCE OF THIS PLAT CREATE LIABILITY ON THE PART OF THE CITY OF BASTROP OR ANY OFFICIAL OR EMPLOYEE THEREOF FOR ANY FLOOD DAMAGES THAT RESULT FROM RELIANCE ON THE INFORMATION CONTAINED WITHIN THIS PLAT OR ANY ADMINISTRATION DECISION LAWFULLY MADE HEREUNDER.
- TEMPORARY AND PERMANENT EASEMENTS TO BE PROVIDED, AS REQUIRED AT THE CITY'S SOLE DISCRETION FOR OFF-SITE WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AGENCIES (E.G. CONSTRUCTION PLANS, FINAL PLAT, ETC.).
- AS SHOWN HEREON, A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY DEDICATED ADJACENT TO STREET ROW ON ALL LOTS. A FIVE (5) FOOT WIDE P.U.E. IS HEREBY DEDICATED ALONG EACH SIDE LOT LINE UNLESS OTHERWISE NOTED.
- ALL CONSTRUCTION WORK MUST COMPLY WITH TCEQ GENERAL CONSTRUCTION STORM WATER PERMIT TDS10000.
- ALL TRAFFIC-RELATED WORK MUST COMPLY WITH THE RECOMMENDATIONS CONTAINED IN THE TRAFFIC IMPACT ANALYSIS DATED DECEMBER, 2014 AS PREPARED BY ALLIANCE TRANSPORTATION GROUP, INC. RELATED TO THIS PROJECT AS APPROVED BY THE CITY OF BASTROP.
- DESIGN ELEMENTS SHOWN ON THE PRELIMINARY PLAN ARE SUBJECT TO REVISION DURING SUBSEQUENT APPROVAL PROCESS (E.G. CONSTRUCTION PLANS, FINAL PLAT, ETC.).
- THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS AND/OR APPROVALS AS REQUIRED BY OTHER REGULATORY AGENCIES FOR DEVELOPMENT OF THE PROJECT. PRIOR TO CITY ACCEPTANCE OF PUBLIC IMPROVEMENTS IN THE LOW EASEMENT, THE DEVELOPER SHALL PROVIDE CORRESPONDENCE FROM THE LORA ACKNOWLEDGING THE LOCATION OF PUBLIC IMPROVEMENTS.
- GRADING AND DRAINAGE PROPOSED FOR THIS SUBDIVISION COMPLIES WITH PROPOSED CLOR CASE NO. 17-06-385R, SUBMITTED AUGUST 17, 2017. A LORA WILL BE SUBMITTED AND PROCESSED SUBSEQUENT TO COMPLETION OF CONSTRUCTION.

PLAT NOTES CONTINUED:

- THE MINIMUM FINISH FLOOR ELEVATIONS SHOWN FOR LOTS ARE IN CONFORMANCE WITH THE APPROVED CLOR FOR THE PROPERTY.
- RIVERS BEND AT PECAN PARK COMMUNITY ASSOCIATION, INC. OR APPLICABLE HOA SHALL BE RESPONSIBLE FOR COMMON AREA MAINTENANCE.
- PARK DEDICATION WILL BE SATISFIED FOR ALL RESIDENTIAL BY A FUTURE DEDICATION OF 10 ACRES. THE SIZE OF THAT PUBLIC PARK WILL EXCEED THE PARKLAND DEDICATION AS SET OUT IN THE CITY'S ORDINANCE: ONE (1) ACRE FOR EACH ONE HUNDRED (100) PROPOSED DWELLING UNITS OR FIVE (5) PERCENT OF THE TOTAL RESIDENTIAL PLATTED AREA (EXCLUDING STREETS), WHICHEVER IS GREATER. A LIBERAL ESTIMATED 850 TOTAL RESIDENTIAL DWELLING UNITS WOULD EQUATE TO 8.5 ACRES. 5.0% OF THE EXPECTED PLATTED AREA OF APPROXIMATELY 157.62 ACRES WOULD EQUATE TO 7.881 ACRES. (ESTIMATES PER OUR PROFESSIONAL LAND PLANNER, AS CURRENTLY PROPOSED: SECTION 1 = 17.76 ACRES, SECTION 2 = 30-ACRES, SECTION 3 = 36.09 ACRES, SECTION 4 = 11.02 ACRES, SECTION 5 = 25.85 ACRES, SECTION 6 = 17.50 ACRES, SECTION 7 = 19.44 ACRES).
- IT IS THE RESPONSIBILITY OF EACH RESIDENTIAL BUILDER TO DESIGN AND CONSTRUCT A SUITABLE GRADING AND DRAINAGE SCHEME WHICH WILL CONVEY SURFACE WATER, WITHOUT PONDING IN THE LOT OR UNDER THE HOUSE, FROM HIS STRUCTURE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
- PUBLIC UTILITY AND DRAINAGE EASEMENTS WHERE SHOWN AND/OR DESCRIBED HEREON ARE INTENDED TO INDICATE AN EASEMENT FOR CONSTRUCTION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE WAYS INCLUDING, BUT NOT LIMITED TO, SANITARY SEWERS, FORCE MAINS, WATER LINES, TELEPHONE SIGNAL CONDUITS, ELECTRIC CONDUCTORS, DRAINAGE PIPES, AND NATURAL GAS LINES.
- INSTALLATION AND MAINTENANCE OF A TEMPORARY EMERGENCY ACCESS MAY BE REQUIRED.
- THE DEVELOPER SHALL PROVIDE APPROPRIATE TEST REPORTS AND CERTIFICATIONS CONFIRMING THE PROPER SELECTION, PLACEMENT, AND COMPACTION OF FILL MATERIAL WITHIN THE DEVELOPMENT.

PLAT INFORMATION

LOT SUMMARY

RESIDENTIAL LOTS	47
OPEN SPACE LOTS	4
TOTAL LOTS	51

PROPOSED STREET LENGTH

CHILDERS DRIVE	678 FEET
BREAKWATER DRIVE	393 FEET
BRIMCROCK COURT	898 FEET
EDGEWATER TRAIL	821 FEET
TOTAL STREET LENGTH	2788 FEET

AREA SUMMARY

SINGLE FAMILY LOTS	9,698 ACRES
OPEN SPACE/EASEMENT LOTS	1,009 ACRES
RIGHT-OF-WAY	3,269 ACRES
OVERALL AREA	13,976 ACRES

ZONING

- PD SFS- SINGLE FAMILY SELECT PER PECAN PARK ZONING ORDINANCE, PUD ORD-2015-15 AND AS AMENDED IN ORDINANCE 2017-14.
- PD SFS ALLOWED 45% OF PD ACREAGE WITH THIS SUBDIVISION, THERE WILL BE 12.20% OF THE TOTAL PD ACREAGE.

SCHOOL DISTRICT THIS SUBDIVISION LIES WITHIN THE BASTROP INDEPENDENT SCHOOL DISTRICT.

FILE: 070124-01-004-PCAN PARK SEC 3B SURVEY WORKING PLANS PECAN PARK SEC 6B/6B FINAL PLATING		
DATE: 10/10/2017	DRAWN BY: JDM	CNTR: CP, OW, JS
SCALE: 1"=100'	CHECKED BY: JB	TR: E, JES
JOB #: 70124-01-004	DRAWING #: FINAL PLAT	PLAN #: 3589



Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Bldg 3, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

FINAL PLAT
PECAN PARK RESIDENTIAL SECTION 6B
BASTROP COUNTY, TEXAS

POLICY EXPLANATION:

Compliance with 2036 Comprehensive Plan:

- Future Land Use Plan - Neighborhood Residential: The Neighborhood Residential character area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces and public uses such as schools, fire stations, and more.

This final plat complies with the Future Land Use Plan. The plat includes 47 single-family lots that will provide single-family detached units. There are also four open space lot that provide open space, drainage and landscaped areas for this plat. This section is part of the Pecan Park development that includes multiple phases that include parks, trails, and recreation facilities.

- Objective 2.4.1: Invest in waste water system expansion in areas that promote infill and contiguous development.

This development is within the City's wastewater service area and is vacant land immediately adjacent to existing development. This subdivision connects to existing wastewater lines and continues the system in an efficient manner

- Goal 4.1.1 Provide a greater diversity of housing options in Bastrop while protecting the character of the City's existing neighborhoods.

The Pecan Park Development includes six different residential lot standards. This plat utilizes the Single-Family Select district, which allows 6,000 square foot lots with reduced setbacks to allow various single-family product types.

Local Government Code

- Sec. 212.002. Rules.

After a public hearing on the matter, the governing body of a municipality may adopt rules governing plats and subdivisions of land within the municipality's jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

Bastrop adopted subdivision regulations in 1981. The Code of Ordinances, Chapter 10 – Subdivisions outlines the requirements for plats within the Bastrop city limits and Extra Territorial Jurisdiction (ETJ).

Section 212.004 Plat Required

- (a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared.

The applicant has proposed dividing an undeveloped 14.00 acre tract into 47 single-family lots. Public improvements within the subdivision (streets, drainage, and other utilities) will be dedicated to the City upon their completion.

- Sec. 212.010. Standards for Approval

- (a) The municipal authority responsible for approving plats shall approve a plat if:
 - (1) it conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;

Attachment 1

The final plat conforms to the Future Land Use Plan, which is designated Neighborhood Residential for this area.

- (2) it conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;

The plat conforms to the adopted Transportation Master Plan. The extension of Childers Drive will be dedicated with this plat. The plat also conforms with the Capital Improvement Plan and will install public extensions of the water and wastewater infrastructure.

- (3) a bond required under Section 212.0106, if applicable, is filed with the municipality; and

Required improvements and bonds will be furnished before the recordation of the Final Plat with the Bastrop County Clerk's office.

- (4) it conforms to any rules adopted under Section 212.002.

The final plat complies with the requirements of the adopted Subdivision Ordinance.

Code of Ordinances Chapter 10 – Subdivisions

- Section 4.20 – Standard Procedure – Final Plat

4.20.1 Submission

- C. The final plat shall be filed with the Director of Planning and Development at least fifteen (15) days prior to the meeting at which approval is requested. Prior to the plat being placed before the Council for consideration, the plat must be accepted as administratively complete by the Director of Planning and Development. A plat that contains the information set forth in paragraph 4.20.2 is considered complete.

Planning and Engineering staff have reviewed the Pecan Park Section 6B Final Plat for compliance with subdivision and utility standards, have deemed the plat administratively complete and that it meets all of the Subdivision Ordinance requirements.

- D. The Director of Planning and Development will mail a notice to each property owner named as required by Section 4.10.1A hereof each and every time that a subdivision proposal is pending before the City Planning and Zoning Commission or City Council which notice shall include the date, place and time of each subdivision, consideration.

A mailed notice was sent to all property owners within 200 feet on November 29, 2017.



October 17, 2017

Wesley Brandon, P.E.
 Director of Planning and Development
 City of Bastrop
 1311 Chestnut St.
 Bastrop, Texas 78602

RE: Pecan Park Residential Section 6B
 Final Plat
 Ordinance No. ORD-2015-15 and ORD-2017-14

Dear Mr. Brandon,

Please accept this letter as explanation to the number of lots we are proposing for the above referenced residential development.

Pecan Park is a 242 acre site located in Bastrop, TX. The current section 6B (14.00 acres) consists of 47 residential units and approx. 2109 ft. associated road and utility infrastructure, plus approx. 645 ft. extension of Childers Drive.

Compliance with PUD ORD-2015-15 and ORD-2017-14:

Residential Section 6B is proposed to conform to district PF-SFS of the applicable PUD.

The zoning ordinance site standards for that district are:

<u>District</u>	<u>Min. Lot Area</u>	<u>Min. Dwelling Unit Size</u>	<u>Min. Lot Width</u>	<u>Min. Lot Depth</u>	<u>Min. Front Yard</u>	<u>Min. Interior Side Yard</u>	<u>Min. Side when two-story & adj. SF Zone</u>	<u>Min. Ext. Yard (See Sec.43.3)</u>	<u>Min. Rear Yard</u>	<u>Min. Rear when two-story & Adj. SF Zone</u>	<u>Max. Height of Build</u>	<u>Max. Lot Coverage by Building</u>
PD-SFS	6,000 sq. ft.	1,200 sq. ft.	50'	120'	20'-25'	5'		15'	10'		2.5 Stories 35'	75%

PD-SFS - Single Family Select- Traditional lots, minimum lot size 50' x 120', home size 1,200 square feet; staggered 20' -25' front building setbacks, Homes in these areas shall be at least ten feet (10') apart, five feet (5 ') from the property line. 45% maximum acreage.

Percent of Acreage- The SFS district is allowed to comprise 45% of the PUD acreage. The PUD contains 204.576 acres. Pecan Park Residential Section 6B contains 14.00 acres; or, 6.84% of the PUD acreage.

The lots in the proposed Pecan Park Residential Section 6B meet all of the required standards shown in the table above. The lots all have a minimum width of 50 ft. and a minimum depth of 120 ft. Front lots setbacks are shown to be staggered between 20ft. and 25 ft.

Sidewalks- 4' sidewalks proposed for common areas. Sidewalks along individual lots will be constructed at time of home construction.

C,C&Rs - Other regulations and restrictions will be established by the Development's C,C,& R's and Design Guideline Standards that will be created for each section. Those Design Guideline Standards will include provisions for limiting house plan elevations, building street setbacks, home exterior selections and uniform standards for landscaping.

Exterior Masonry Requirements - Minimum Masonry Requirements will be set at 75%. Masonry includes: brick, stone, stucco, and hardiplank.

Roofs - All residential structures shall have roof slopes with a minimum of 3: 12 pitch.

Roadway Improvements - Brick or stone pavers will be allowed across paved roadway services to create an aesthetically pleasing look for the area roadways and to promote additional safety control of roadway traffic speeds.

If you have any questions or comments, please contact me at 512-327-1180.

Thank you,



Timothy Holland, P.E.
Bowman Consulting Group

**Notice of Pending Subdivision Approval
City of Bastrop
City Council**



Dear Property Owner:

The **City Council** will hold a meeting **Tuesday, December 12, 2017 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider approval of a resolution for the Pecan Park Final Plat, Section 6B, being 14.00 acres out of the Mozea Rousseau Survey, Abstract 56, located south of the extension of Childers Drive, within the city limits of Bastrop, Texas, repealing all conflicting resolutions; and providing an effective date.

Owner/Applicant: Ranch Road Development, LLC

Address: South of the extension of Childers Drive, Bastrop, TX
78602

Legal Description: 14.00 acres of the Mozea Rousseau Survey, Abstract 56, within the city limits of Bastrop, Texas.

Number of Lots: 47 residential lots

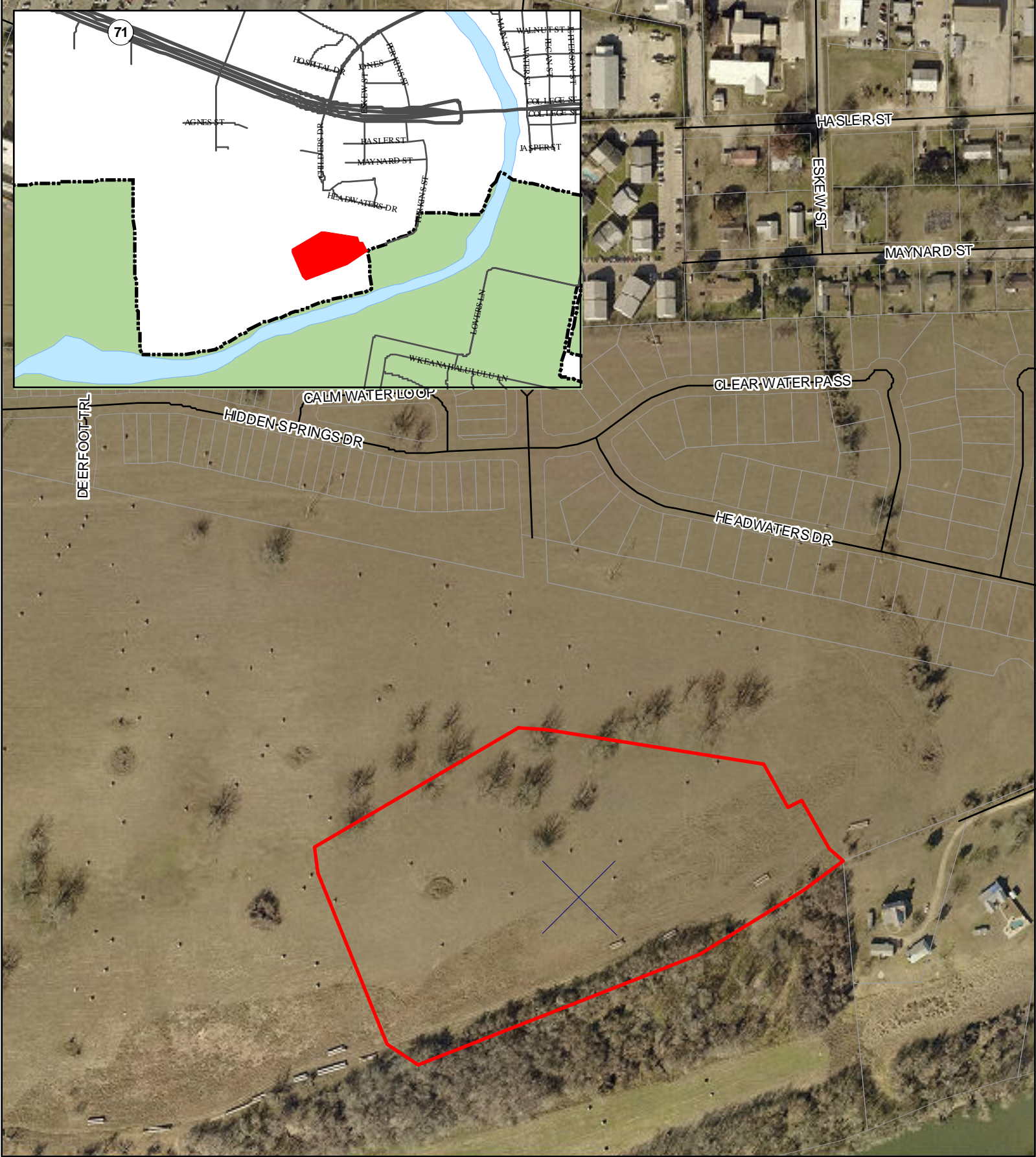
The site location map and final plats are attached for reference.

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 Subdivision Regulations.

Property owners wishing to subdivide land must follow the rules within the City Subdivision Regulations, which can be read online at:

https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=CH10SU

For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.



Location Map
 Pecan Park Residential Section 6B
 Final Plat

1 inch = 300 feet

Date: 11/27/2017

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 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.



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9J

TITLE:

Hold public hearing and consider action to approve Resolution No R-2017-109 of the City Council of the City of Bastrop, Texas, granting a variance to Bastrop Code of Ordinances Article 4.02.004 Sale of Alcoholic Beverages, Distance of premises from a church, school, or hospital, on property located at 1006 Main Street, within the city limits of Bastrop, Texas, establishing an effective date.

STAFF REPRESENTATIVES:

Allison Land, Planner and GIS Coordinator

BACKGROUND/HISTORY:

Permitted locations of alcohol sales are established by three location criteria: zoning district, frontage along specified sections of road, and proximity to churches, schools, and public hospitals. When a site is in a zone or along a frontage that allows the use, but distance to a church, school, or hospital prohibits alcohol sales, the Bastrop Code of Ordinances gives City Council the authority to approve a variance to the distance requirement. In this case, the Calvary Episcopal School now meets the threshold to be considered a private school by the Texas Alcoholic Beverage Commission (TABC) definition. The TABC definition of a private school is a privately-owned school, including parochial school, that offers a course of instruction for students in one or more grades, and has more than 100 students enrolled and attending courses at a single location. Calvary Episcopal School is offering courses to multiple grades and has been growing and adding grades. This year, enrollment has topped 100 students.

The site requesting a variance meets the separation requirements from the nearest church and public school, but the private school measurement is less than the required 300-foot separation. The location is zoned Form-Based Code: Historic Main Street character zone. This property is in the Central Business District area, which permits alcohol sales. The distance to the school is the only thing preventing this use from being allowed by right.

Alcohol sales currently exist on this section of Main Street. Anita's and Paw Paw's have permits for the sale of alcohol. Existing sales may continue regardless of the change in status of the private school. Council also recently approved a variance for a business at 1008 Main Street.

POLICY EXPLANATION:

Article 4.02.004 Distance of premises from a church, school, or hospital

- (a) *No person shall sell or engage in the business of selling any alcoholic beverage where the place of business of such person is located within three hundred (300) feet of any church, public or private school, or public hospital; provided, however, that the City Council may provide variances to the three hundred-foot limitation if the City Council determines that the enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue*

hardship on an applicant for a license or permit, does not serve its intended purpose, or is not effective or necessary, or for any other reason the Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community. For purposes of this section, the measurements of the distance between such businesses and the affected churches, schools, and hospitals shall be done in accordance with state law. This section does not apply to a holder of a license or permit who also holds a food and beverage certificate covering premises that are located within three hundred (300) feet of a private school, as the term "private school" is defined by the Texas Alcoholic Beverage Code. Additionally, this section shall not apply to any place of business that is legally selling alcoholic beverages at the same location for a continuous period of one year next preceding the establishment, construction or purchase of property for the establishment or construction of a church, public or private school, or public hospital, nor shall it apply to businesses that were in operation at the time this section was originally enacted, until such a time as such businesses have a change in ownership.

The premises requesting the variance is located at 1006 Main Street, which is within 300 feet of a private school (Calvary Episcopal School). The distance to a private school is measured in a direct line from property line to property line as defined in state law.

Now that the school meets the definition of a private school, it will limit the sale of alcohol for half of the downtown area. This is an inefficient use of the downtown area, does not serve the ordinance's intended purpose, and is not in the best interest of the public. Alcohol sales can contribute greatly to tourist attractions or eateries in Texas. Seeing that Bastrop is making a push to increase tourism, preventing alcohol sales in half of downtown would limit tourist-attracting business as well as restaurants where tourists will eat.

The business at this location is Main Street Café. The café has been operating for lunch service in downtown since 2014. Main Street Café is diversifying their business and menu to keep up with current trends and is applying for a permit to sell beer and wine. The new business model includes dinner service. The refreshed menu includes a variety of locally sourced ingredients, and the business is "excited about the possibility to be able to serve craft beer and Texas wines to our customers." It is believed that the new business model will increase the business' sustainability and allow them to focus on excellent customer service.

(b) Whether the grant of a variance from the rule prohibiting a person from selling or engaging in the business of selling any alcoholic beverage within three hundred (300) feet of any church, public or private school or hospital is in the best interest of the community shall be determined by the Council following a public hearing held by the Council to receive public input on the requested variance.

A public hearing is being held, and Council will make a determination.

(c) Notice of the required public hearing, set forth in subsection (b) above, shall be provided to all property owners who are located adjacent to the site to which the variance would apply, if granted, including but not limited to notices to all churches, public or private schools, and hospitals in the area that may be potentially affected by the requested variance.

A notice of public hearing was posted in the newspaper as well as mailed out to property owners within 300 feet of the subject property. This buffer distance ensures notice to all adjacent property

owners as well as any churches and schools in the immediate area that would be affected by the requested variance.

(d) Any variance awarded pursuant to this section shall be by resolution, approved by the City Council for such purpose.

A proposed resolution is attached.

RECOMMENDATION:

Hold public hearing and consider action to approve Resolution No R-2017-109 of the City Council of the City of Bastrop, Texas, granting a variance to Bastrop Code of Ordinances Article 4.02.004 Sale of Alcoholic Beverages, Distance of premises from a church, school, or hospital, on property located at 1006 Main Street, within the city limits of Bastrop, Texas, establishing an effective date.

ATTACHMENTS:

Attachment 1: Property Owner Notice including Location Map and Variance Request Letter
Resolution



RESOLUTION NO. R-2017-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, GRANTING A VARIANCE TO BASTROP CODE OF ORDINANCES ARTICLE 4.02.004 SALE OF ALCOHOLIC BEVERAGES, DISTANCE OF PREMISES FROM A CHURCH, SCHOOL, OR HOSPITAL, ON PROPERTY LOCATED AT 1006 MAIN STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Applicant representing 1008 Main Street acknowledges that the premise is located within 300 feet of a church, public or private school, or public hospital, as defined by and as the measurement of applicable distances are set forth by the State of Texas in the Alcoholic Beverage Code; and

WHEREAS, Applicant has applied for a variance pursuant to the Bastrop Code of Ordinances Article 4.02.004; and

WHEREAS, authority is granted to City Council to allow variances in the Texas Alcoholic Beverage Code Chapter 107.33; and

WHEREAS, public notice was sent in accordance with Bastrop Code of Ordinances 4.02.004; and

WHEREAS, after consideration of public input received at the hearing and all other information presented, City Council finds by a majority vote of all members that it is in the public interest to approve granting a variance to the distance separation requirement of the premise to a private school; and

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

Section 1. A variance to the distance separation requirements established in the Bastrop Code of Ordinances Article 4.02.004 is hereby granted for the property located at 1006 Main Street within the Bastrop city limits.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 12th day of December, 2017.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



**Notice of Public Hearing
City of Bastrop
City Council**

Dear Property Owner:

The **City Council** will conduct a public hearing **Tuesday, December 12, 2017 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** to consider action to grant a variance to Bastrop Code of Ordinances Article 4.02.004 Sale of Alcoholic Beverages, Distance of premises from a church, school, or hospital, on property located at 1006 Main St, within the city limits of Bastrop, Texas, establishing an effective date.

Owner/Applicant: Melissa Kitchens, Main Street Café
Address: 1006 Main Street, Bastrop, TX 78602
Legal Description: Building Block, BLOCK 8 West of Water ST, ACRES 0.1101
Vary Distance From: Private School (Calvary Episcopal School)

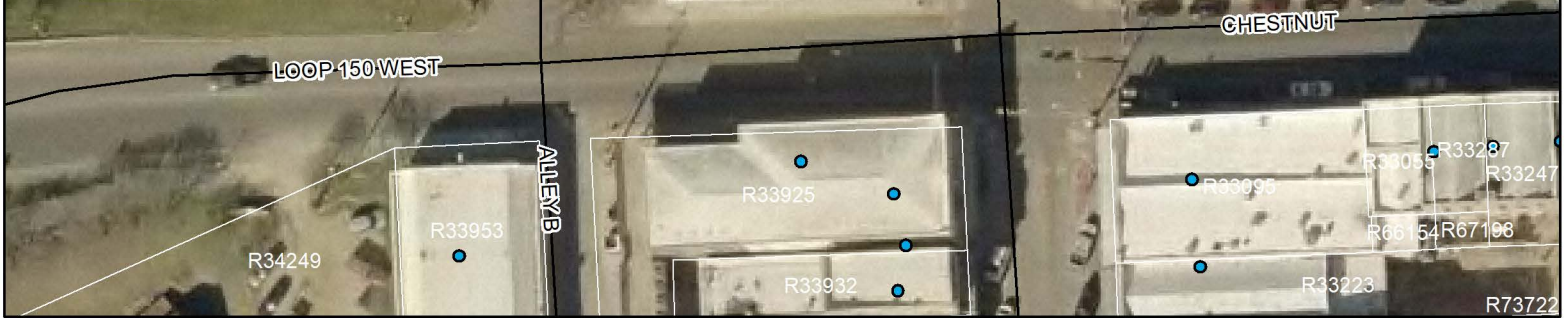
The site location map and applicant's request are attached for reference.

As a property owner within 300 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances Business Regulations.

Property owners wishing to request a variance to the distance limitations must follow the rules within the City Business Regulations, which can be read online at:

https://library.municode.com/tx/bastrop/codes/code_of_ordinances?nodeId=CH4BURE_ART4.02SAALBE_S4.02.004DIPRCHSCHO

For more information or to provide comments on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.



1 inch = 75 feet

Location Map
 Variance to Separation Requirements
 1006 Main Street
 Main Street Cafe



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: 11/30/2017



RE: 1006 Main Street Bastrop, TX 78602 Request for Variance

Lynda Humble, City Manager

City of Bastrop

1311 Chestnut

Bastrop, TX 78602

Greetings!

Main Street Café is in the process of expanding our menu options, dining service times, and giving our restaurant a facelift to better serve our customers and Downtown Bastrop. It is my wish to apply for a TABC license to sell beer and wine, not to exceed 40% of my total food sales. We are excited about the possibility to be able to serve craft beer and Texas wines to our customers while being able to extend our hours and refresh our menu which contains a variety of locally sourced ingredients.

This new business model will allow us to focus our efforts on customer service, and our bottom line to increase our business sustainability.

In order to provide the above services to customers and guests, since 1006 Main Street is located within 300 feet of the Calvary Episcopal School/Church property, and current ordinance does not allow alcohol sales within 300 feet of a school, please accept this letter as my formal "Request for Variance".

It is understood that upon approval of said variance by the City of Bastrop, I will be able to continue my application to the Texas Alcoholic Beverage Commission (TABC) for the appropriate licenses.

Main Street Café Bastrop is excited about the enthusiasm, energy and positive revitalization efforts occurring downtown and our hope is to be a part of that for many years to come.

Sincerely,

Melissa Kitchens

Main Street Cafe



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9K

TITLE:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2017-28 of the City Council of the City of Bastrop, Texas approving an amendment to the Bastrop Code of Ordinances, Chapter 4, Titled "Business Regulations", Article 4.02, Titled "Sale of Alcoholic Beverages" and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting and move to include on the January 9, 2018, agenda for a second reading.

STAFF REPRESENTATIVES:

Dave Gattis, Interim Planning Director
Allison Land, Planner and GIS Coordinator
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

House Bill 2101 made changes that increased the threshold to qualify for a food and beverage certificate from no more than 50% of gross receipts attributed to alcohol to no more than 60%. This change in law requires an amendment to the City of Bastrop's Code to implement Laws of the 85th Legislation, Regular Session impacting the Alcoholic Beverage Code.

The current Code allows for a variance request from City Council. Amendments are being proposed to clarify the process for applicants and City departments.

The existing Code calls out specific locations where the sale of alcoholic beverages is permitted. Amendments are being proposed to reflect the adoption of form-based code zoning.

POLICY EXPLANATION:

Chapter 1 – General Provisions, Article 1.01.007 – Amendments or additions to code.

All ordinances of a general and permanent nature, and amendments to such ordinances, hereafter enacted or presented to the City Council for enactment, shall be drafted, so far as possible, as specific amendments of, or additions to, the Code of Ordinances. Amendments to this code shall be made by reference to the chapter and section of the code which is to be amended, and additions shall bear an appropriate designation of chapter, article and section; provided, however, the failure to do so shall in no way affect the validity or enforceability of such ordinances.

Specific amendments are proposed to the Code of Ordinances and are made by reference to the chapter and section of the Code. Additions are designated by chapter, article, and section. City Council will consider action after a presentation by City staff.

RECOMMENDATION:

Hold public hearing and consider action to approve the first reading of Ordinance 2017-28 of the City Council of the City of Bastrop, Texas approving an amendment to the Bastrop Code of Ordinances, Chapter 4, Titled "Business Regulations", Article 4.02, Titled "Sale of Alcoholic Beverages" and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting and move to include on the January 9, 2018, agenda for a second reading.

ATTACHMENTS:

Ordinance



ORDINANCE NO. 2017-28

SALE OF ALCOHOLIC BEVERAGES

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS AMENDING THE CODE OF ORDINANCES, RELATED TO CHAPTER 4, TITLED “BUSINESS REGULATIONS”, ARTICLE 4.02, TITLED “SALE OF ALCOHOLIC BEVERAGES” AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

WHEREAS, the City Council has developed and approved written policies and procedures that provide for and allow for the sale and consumption of alcoholic beverages in various locations in the City of Bastrop; and

WHEREAS, the City Council has developed and approved written policies and procedures that provide for and allow for the sale and consumption of alcoholic beverages in various locations in the City of Bastrop; and

WHEREAS, the City is authorized by Tex. Loc. Gov’t Code § 51.001 to adopt, appeal or amend any ordinance that is for the good government, peace, or order of the municipality, and for the trade and commerce of the municipality, and is necessary or proper for carrying out a power granted by law to the municipality; and

WHEREAS, the City has the full power of local self-government as recognized by Tex. Loc. Gov’t Code § 51.072; and

WHEREAS, the City has the ability to enact certain rules regarding alcoholic beverages in accordance with Tex. Alc. Bev. Code Chapter 109; and

WHEREAS, the City Council finds the attached amendments reasonable and necessary.

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

1. FINDINGS OF FACT

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

2. AMENDMENT

Chapter 4, Article 4.02 of the City of Bastrop Code of Ordinances is hereby amended, and after such amendment, shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as stated on *Attachment A*.

3. REPEALER

To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

4. SEVERABILITY

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

5. CODIFICATION

The City Secretary is hereby directed to record and publish the attached rules, regulations and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.

6. EFFECTIVE DATE

This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

READ & ACKNOWLEDGED on First Reading on the 12th day of December 2017.

READ & APPROVED on the Second Reading on the 9th day of January 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Bastrop Code of Ordinances

Chapter 4: Business Regulations

Article 4.02: Sale of Alcoholic Beverages

Section 1: The Code of Ordinances of the City of Bastrop, Texas, is hereby amended by amending Chapter 4 titled "Business Regulations", to read follows:

CHAPTER 4 – BUSINESS REGULATIONS

ARTICLE 4.02 - SALE OF ALCOHOLIC BEVERAGES

Sec. 4.02.001 - Definitions.

The definitions contained in the Texas Alcoholic Beverage Code shall apply to the provisions of this article.

Sec. 4.02.002 - Construction consistent with state law.

This chapter shall be construed in accordance with the Texas Alcoholic Beverage Code, as may be amended, and rules and regulations promulgated under its authority.

Sec. 4.02.002 4.02.003 - Processing of applications for state licenses or permits.

- (a) Any person applying for a permit or license issued by the authority of the Texas Alcoholic Beverage Code, or a renewal of such permit or license, or to change location of the place of business designated in such permit or license, shall present in person to the City Secretary the appropriate application forms prescribed by the alcoholic beverage commission and shall file one copy thereof with the City Secretary;
~~Such applicant shall file an application for a package store permit, a wine and beer retailer's permit and a retail dealer's on-premises license shall also provide, on a form to be furnished by the city, information necessary to show compliance by the applicant with the provisions of this article. Such information shall include, but not limited to, the name, age, height, weight, race and all other city permits or licenses held by the applicant.~~
- (b) The City Secretary ~~shall direct the applicant to deliver the filed application to the state alcoholic beverage commission, which shall cause an investigation to be made as to the applicant's moral character and also as to the applicant's police or criminal record, if any. The applicant may be required and directed to submit a classifiable set of his fingerprints if the Chief of Police deems such to be necessary to accomplish said investigation. On completing this investigation, the Chief of Police shall forward the application and information form, together with his report of the applicant's personal record, to the building official~~ Planning Department, which shall:

- (1) determine the use zoning district in which the proposed business is to be located, determine road frontage as applicable, and determine the location of the nearest church, public or private school, and public hospital;
- ~~(2) and the building official shall indicate such facts and any other pertinent information by appropriate notation in the applicant's file;~~
- ~~(3) (2) The building official shall immediately promptly~~ advise the City Secretary, in writing, of the use zoning district in which the place of business is located and the location of the nearest church, public or private school and public hospital. ~~The building official shall forward the file on all applications, except applications for a brewer's permit, distiller's permit, class A winery permit, rectifier's permit, wine and beer retailer's permit, manufacturer's license, retail dealer's on-premises license and retail dealer's off-premises license, directly to the fire marshal, and on such excepted applications the building official shall transmit the file to the city health officer.~~

Sec. ~~4.02.003~~ 4.02.004 - Compliance with zoning regulations.

No person shall sell, store or otherwise handle for the purpose of sale, or engage in the business of selling, storing or otherwise handling, any alcoholic beverage in the city, unless the place of business of such person is located in a use district of the city, as established by the city and present or future zoning regulations of the city, in which the sale, storage or otherwise handling for the purpose of sale of such alcoholic beverage is permitted.

Sec. ~~4.02.004~~ 4.02.005 - ~~Distance of premises from church, school or hospital.~~ Separation Requirements from Church, Public or Private School, or Public Hospital

- (a) No person shall sell or engage in the business of selling any alcoholic beverage where the place of business of such person is located within three hundred (300) feet of any church, public or private school, or public hospital: ~~provided, however, that the City Council may provide variances to the three hundred foot limitation if the City Council determines that the enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, or is not effective or necessary, or for any other reason the Council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community. For purposes of this section, the measurements of the distance between such businesses and the affected churches, schools, and hospitals shall be done in accordance with state law.~~
- (b) This section does not apply to:
 - (1) a holder of a license or permit who also holds a food and beverage certificate covering premises that are located within three hundred (300) feet of a private school, as the term "private school" is defined by the Texas Alcoholic Beverage Code;
 - (2) ~~Additionally, this section shall not apply to~~ any place of business that is legally selling alcoholic beverages at the same location for a continuous period of one year ~~next~~ preceding the establishment, construction or purchase of property for the

establishment or construction of a church, public or private school, or public hospital; or

- (3) ~~nor shall it apply to~~ businesses that were in operation at the time this section was originally enacted, until such a time as such businesses have a change in ownership.
- (c) For purposes of this section, the measurements of the distance between such businesses and the affected churches, schools, and hospitals shall be done in accordance with state law.
- (b) ~~Whether the grant of a variance from the rule prohibiting a person from selling or engaging in the business of selling any alcoholic beverage within three hundred (300) feet of any church, public or private school or hospital is in the best interest of the community shall be determined by the Council following a public hearing held by the Council to receive public input on the requested variance.~~
- (e) ~~Notice of the required public hearing, set forth in subsection (b) above, shall be provided to all property owners who are located adjacent to the site to which the variance would apply, if granted, including but not limited to notices to all churches, public or private schools, and hospitals in the area that may be potentially affected by the requested variance.~~
- (d) ~~Any variance awarded pursuant to this section shall be by resolution, approved by the City Council for such purpose.~~

Sec.4.02.006 Variance to Separation Requirements

- (a) Pursuant to the State of Texas Alcoholic Beverage Code, City Council of the City of Bastrop has the authority to allow variances to the separation requirement regulations.
- (b) The council may provide variances if, after notice and a public hearing, the council determines that enforcement of the regulation in a particular instance:
 - (1) is not in the best interest of the public;
 - (2) constitutes waste or inefficient use of land or other resources;
 - (3) creates an undue hardship on an applicant;
 - (4) does not serve its intended purpose;
 - (5) is not effective or necessary; or
 - (6) for any other reason the council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.
- (c) The council may consider the written consent to a variance under this section from each church, public or private school, public hospital within 300 feet from the applicant's proposed place of business filed by the applicant with the Planning Department to be a sufficient justification for a variance.

§ 4.02.007 – Variance to Separation Requirements Process

- (a) To obtain a variance under this section, an applicant must submit an application to the Planning Department, on a form approved by the director, requesting a variance to the separation requirements of 4.02.005, showing justification under section 4.02.006(b) of this section.
 - (1) The Planning Department shall distribute notice of public hearing by:

- A. Publication in a newspaper of general circulation in the location in which the variance is requested;
- B. Mail not fewer than 15 days before the date of the council's public hearing to all property owners within 300 feet of the premise; and.
- C. Notify the police department.
- (2) Applicant must comply with the following:
 - A. post a sign that shall include the type of action pending and contact number and be at least one (1) square foot and visible from street;
 - B. verify placement of the signs in writing to the Planning Department;
 - C. respond to complaints regarding the signs to the department within 24 hours; and
 - D. a person may not remove a sign posted by the department under this section before the earliest date city council action may be taken on the application.
- (3) City Council shall hold a public hearing, after which a determination will be made to grant or deny the variance request.
- (4) Any variance granted pursuant to this section shall be by resolution, approved by City Council.
- (5) If the city council denies a variance with prejudice, the director of the Planning Department may not accept an application for the same or a substantially similar variance request earlier than 12 months after the date the previous variance request was denied. provided, however, that the City Council may provide variances to the three hundred foot limitation if the City Council determines that the enforcement of the regulation in a particular instance for a license or permit,

Sec. ~~4.02.005~~ **4.02.008**- **Permit and license fees; issuance of city permit.**

- (a) Unless state law exempts a permittee or licensee from payment of a fee established by this section, a permittee or licensee must pay the City an annual permit or license fee of one-half the amount of the state fee for each permit and license authorizing the sale of alcoholic beverages. There is hereby levied an annual permit fee and an annual license fee in the amount of one-half (1/2) the state fee for each permit or license issued, except as prohibited by Texas Alcoholic Beverage Code.
- (b) Such fee shall be paid in advance for one year to the City Secretary ~~within thirty (30) days from the date payment was due to be paid to the county tax assessor/collector or~~ no later than the 30th day after the date said state permit or license fee is due. ~~alcoholic beverage commission for said state permit fee or state license fee.~~
- (c) The permit may be cancelled if the permittee has not paid a fee levied under this section. A permittee who sells an alcoholic beverage without first having paid a fee levied under this section commits a misdemeanor punishable by a fine of not less than \$10 nor more than \$200. Upon the payment of the applicable tax or fee prescribed to the city and exhibiting a permit duly issued by the state to the applicant, the City Secretary shall, in the name of the city, issue and deliver to such applicant a permit to engage in business in the city of the character described in and authorized by the permit or license from the state held by such applicant, and the permit so issued in the name of the city shall authorize the conduct of such business upon the premises described in the permit or license from the

~~state and shall remain in force only so long as such permit or license from the state remains in force.~~

- ~~(d) The City Secretary shall issue and deliver a receipt under this section to the permittee or licensee authorizing the sale of alcoholic beverages under this chapter and a state permit or license, if the permittee or licensee:
 - ~~(1) pays the fees established by Subsection (a); and~~
 - ~~(2) exhibits the permit or license issued by the state.~~~~
- ~~(e) The permit issued in the name of the city shall authorize the conduct of such business upon the premises described in the permit or license from the state and shall remain in force only so long as such permit or license from the state remains in force.~~
- ~~(f) The following are exempt from the fee authorized in this section:
 - ~~(1) agent's, airline beverage, passenger train beverage industrial, carrier's, private carrier's, private club registration, local cartage, storage, and temporary wine and beer retailer's permits;~~
 - ~~(2) a wine and beer retailer's permit issued for a dining, buffet, or club car; and~~
 - ~~(3) a mixed beverage permit during the three-year period following the issuance of the permit.~~~~

Sec. ~~4.02.006~~ 4.02.009- Hours of sale and consumption.

- (a) No person shall sell or offer for sale any beer, wine, or mixed beverages during the following periods of time:
 - (1) On Sunday, at any time between the hours of 1:00 a.m. and 12:00 noon, unless it is between the hours of 10:00 a.m. and 12:00 noon and ~~or between the hours of 1:00 a.m. and 10:00 a.m. if~~ the alcoholic beverage is provided during the service of food to the customer.
 - (2) On any other day, at any time between the hours of 12:00 midnight and 7:00 a.m.
- (b) No person shall consume or hold for the purpose of consumption in ~~any public place~~ the Form Based Code, Downtown Mixed Use and Historic Main Street Character zones any alcoholic beverages during the following periods of time:
 - (1) On Sunday at any time between the hours of 1:15 a.m. and 12:00 noon.
 - (2) On any other day at any time between the hours of 12:15 a.m. and 7:00 a.m.
- (c) Any sale, consumption or possession of beer, mixed beverages or alcoholic beverages, as permitted by this section, shall be subject to all applicable laws and ordinances, and nothing in this section shall be construed as permitting or otherwise authorizing any act in contravention of any state or federal statute or any ordinance of the city.

Sec. ~~4.02.007~~ 4.02.010- Inspection of premises.

It shall be the duty of the building official, ~~Chief of Police, and~~ fire marshal ~~and health officer~~ to cause an inspection to be made periodically of all premises of permittees and licensees under this article.

Sec. ~~4.02.008~~ 4.02.011- Permitted locations.

- (a) Establishments for the sale and consumption of beer and/or wine may be located in the following areas and none other (except as noted in section 4.02.005):
- (1) Sale for consumption of beer and wine, on-premises, in food service establishments that derive ~~less than fifty (50)~~ **no more than sixty (60)** percent of their gross revenue from on-premises sale and consumption of alcoholic beverages may be located in areas within the municipal limits ~~with the following zoning designations as authorized by the Use Regulations in the Zoning Ordinance.:~~
 - ~~(A) The central business district;~~
 - ~~(B) The commercial tourism district;~~
 - ~~(C) The commercial-1 district (light);~~
 - ~~(D) The commercial-2 district (heavy).~~
 - (2) Notwithstanding the provisions noted above in subsection (1) of this section, sale for consumption of beer and wine, on-premises, is allowed in the following areas:
 - (A) Property fronting on State Highway 95 from the northern city limits line to the intersection of State Highway 71, which is zoned commercial-1, commercial-2, ~~commercial tourist~~, industrial park or light industrial.
 - (B) Property fronting on State Highway 71 and property fronting on parallel frontage roads to State Highway 71 from the western city limits line to the eastern city limits line, which is zoned commercial-1, commercial-2, ~~commercial tourist~~, industrial park or light industrial.
 - (C) Property fronting on Loop 150 from the western bank of the Colorado River to the intersection of Loop 150 and State Highway 71, which is zoned commercial-1, commercial-2, ~~commercial tourist~~, industrial park or light industrial.
 - (D) Property fronting on Loop 150 from the intersection of Water Street and Loop 150 east to the intersection of Loop 150 and State Highway 71, which is zoned commercial-1, commercial-2, ~~commercial tourist~~, industrial park or light industrial.
 - (E) Property fronting on State Highway 21 from the intersection of Loop 150 and State Highway 21 to the eastern city limits line, which is zoned commercial-1, commercial-2, ~~commercial tourist~~, industrial park or light industrial.
 - (F) ~~Property zoned central business district.~~ As authorized by the Schedule of Permitted Uses in the Downtown Bastrop Form-Based Code.
 - (3) Sale for consumption of beer and wine, off-premises. Any establishment within the city limits that is located in an area that is zoned:
 - (A) Commercial-1, commercial-2, ~~commercial tourist~~, industrial park or light industrial; and
 - (B) ~~Central business district so long as the beer and wine products sold in the central business district are "Texas-made" products and the display of such alcoholic products occupies less than 20% of the retail sales floor space of the establishment.—~~Downtown Bastrop Form-Based Code Downtown Mixed Use, Historic Main Street, Civic/Cultural Arts, Commercial Mixed Use, Live/Work, Neighborhood Tourism, and Neighborhood Services character zones as permitted in the Schedule of Permitted Uses so long as the beer and wine products sold are "Texas-made" products and the display

of such alcoholic products occupies less than 20% of the retail sales floor space of the establishment.

- (b) Pursuant to a special option election held on February 5, 2005, the sale of mixed beverages on-premises is permitted in any establishment that has acquired a valid food and beverage certificate from the state alcoholic beverage commission, or successor agency, and that is located within the city limits in an area appropriately zoned for restaurant use.
- (c) The sale and consumption of alcoholic beverages, whether beer, wine or mixed beverages, shall be allowed at the City of Bastrop's Convention Center and Exhibit Hall, when done in full compliance with the city's approved policies and procedures, and when in compliance with state permitting laws and regulations.

Sec. ~~4.02.009~~ 4.02.012- Authority to close places of sale during riot.

Whenever any riot or mob violence has occurred, or there is reasonable cause to apprehend an outbreak thereof within the city, or in the vicinity thereof, the mayor shall have and is hereby vested with the power to immediately issue a proclamation ordering the closing of all places within the city which sell or in any way deal in beer, until such time as, in his or her judgment, the public peace and safety no longer require such restrictions.



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9L

TITLE:

Consider action to approve Resolution No. R-2017-88 of the City Council of the City of Bastrop, Texas awarding a contract for services associated with operating, supporting, staffing and providing a public pool to the YMCA of Austin – Bastrop Branch, at a cost of Thirty-Thousand and 00/100 Dollars (\$30,000.00), as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

This is an annual contract renewal with the YMCA to operate and maintain a public pool for the citizens of the City of Bastrop.

POLICY EXPLANATION:

Pursuant to Chapter 331.001 (a) of the Local Government Code, the City of Bastrop is granted authority to make park land and for the purpose of providing recreational opportunities; and

FUNDING SOURCE:

These funds were budgeted in FY18 as community support in the amount of \$10,000.00 from the Water/Wastewater Department and \$20,000.00 from Bastrop Power & Light.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-88 of the City Council of the City of Bastrop, Texas awarding a contract for services associated with operating, supporting, staffing and providing a public pool to the YMCA of Austin – Bastrop Branch, at a cost of Thirty-Thousand and 00/100 Dollars (\$30,000.00), as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Contract for Recreation Programs between YMCA and City of Bastrop Parks and Recreation – Public Pool

RESOLUTION NO. R-2017-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TX APPROVING AN AGREEMENT FOR SERVICES ASSOCIATED WITH OPERATING, SUPPORTING, STAFFING A PUBLIC POOL TO THE YMCA OF AUSTIN – BASTROP BRANCH, AT A COST OF THIRTY-THOUSAND AND 00/100 DOLLARS (\$30,000.00), AS ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council realizes the importance of providing recreational activities to the Citizens of Bastrop, Texas; and

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

Section 1: That the City Manager is hereby authorized to execute a contract for services associated with operating, supporting, staffing a public pool to the YMCA of Austin – Bastrop Branch, attached as Exhibit A, at a cost of \$30,000.00.

Section 2: That the City Council of the City of Bastrop has found the YMCA of Austin – Bastrop Branch, to be a subject matter expert in the field of providing recreational activities to the public.

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.

PASSED AND APPROVED this 12th day of December, 2017.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

SERVICES AGREEMENT

between the **City of Bastrop**
and **YMCA of Austin**

This Agreement is hereby entered into by the City of Bastrop, Texas, a home-rule municipality located in Bastrop County, Texas ("City"), and YMCA of Austin, a nonprofit corporation ("YMCA"). The parties hereby mutually agree as follows:

1. Premises

This Agreement applies to the premises identified as the Texas Parks and Wildlife Department (TPWD) for the lease and operation of an aquatic center located at the Bastrop State Park, commonly referred to as the *Bastrop State Park Swimming Pool*, which includes land, buildings, structures, fixtures and improvements ("Facility"), located at 100 Park Road, 1A, Bastrop, Texas, 78602.

2. Compensable Services

The YMCA agrees to manage and operate the Facility for the benefit of the public, including Bastrop citizens and visitors, through the provision of programs and services that include: open recreation, aquatic exercise, lap swimming, swimming instruction, group rentals, and water safety courses.

3. Compensation

As consideration for the services rendered by the YMCA under the terms and conditions of this Agreement, the City agrees to remit to the YMCA payments totaling thirty thousand dollars (\$30,000.00), payable quarterly.

4. Management of Funds

(a) Accounting: The YMCA agrees to maintain accurate financial records of funds received or expended for the provision of services provided under this Agreement, in accordance with generally accepted account practices. The YMCA shall have an annual audit conducted by a certified public accountant, which shall be available to the City upon request.

(b) Report: The YMCA shall submit to the City a copy of the annual report presented by the YMCA to the TPWD.

(c) Document Review: Upon request of the City, YMCA shall make available the YMCA's records regarding the Facility for inspection and review during the normal business hours.

5. Duration

(a) **One Year:** This Agreement shall be effective as of its date of execution by the parties, and shall remain in effect for one full calendar year.

(b) **Renewal:** This Agreement shall automatically renew for an additional one-year period unless either party provides written notice to the other party of an intention not to renew the Agreement at least ninety (90) days in advance. Notice of a party's intent not to renew this Agreement shall cause the Agreement to expire at the end of the then-current term.

(c) **Termination:** This Agreement may be terminated by either party *for cause* upon the objecting party's notice of *for cause* termination being conveyed to the other party at least ninety (90) days prior to the termination date. Notice of termination shall negate the City's obligation to remit the scheduled quarterly payment (if any) for any time beyond the 90-day notice period.

6. Independent Contractor

It is expressly understood and agreed by the parties that the YMCA is engaged under this Agreement solely as an independent contractor, and is not an officer, agent or employee of the City. The City shall not be responsible for the day to day supervision of the YMCA, its officers, agents, or employees.

7. Notification

Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified or registered mail, postage prepaid and addressed to the following locations:

City Manager

City of Bastrop
P.O. Box 427
Bastrop, Texas 78602

Executive Director

YMCA of Austin, Inc.
1112 Main Street
Bastrop, Texas 78602

8. Assignment or Delegation

No part of this Agreement may be assigned or delegated without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement.

9. Controlling Law & Venue

This Agreement shall be subject to the laws and statutes of the State of Texas. It is understood and agreed that in the event any provision of this Agreement is

inconsistent with the requirements of the Act, or any other applicable State law, the requirements of the law will control. The Venue for any legal disputes arising under this Agreement shall be *Bastrop County*.

10. Indemnification

Each party to this Agreement shall be solely responsible and liable for the acts, errors and omissions of its officers, agents, and employees, and for any and all claims, losses, causes of action and damages, suits, and liability of every kind including all expenses of litigation, court costs, and attorney fees, for injury to or death to any person, or for damage to any property, arising from or in connection with the party's own operations carried out in furtherance of this Agreement.

The YMCA agrees to indemnify, hold harmless and defend the City, its officers, agents, representatives, consultants and employees from any and all claims, losses, causes of action, and damages, suits and liability arising out of services provided by YMCA under this Agreement.

11. Severability

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect to the extent the purposes and goals of this Agreement can still be achieved.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

CITY OF BASTROP, TEXAS:

YMCA OF AUSTIN:

by: _____
Lynda K. Humble, City Manager

by: _____
Executive Director

Date of Execution

Date of Execution

ATTEST:

ATTEST:

Ann Franklin, City Secretary

Witness

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: December, 12, 2017

AGENDA ITEM: 9M

TITLE:

Consider action to approve Resolution No. R-2017-112 of the City Council of the City of Bastrop, Texas authorizing a twenty-five (25) year lease agreement between the City of Bastrop, Texas and the Bastrop Community Senior Center, Inc. for the Bastrop Activity Center located at 1209 Linden Street, Building A, attached as Exhibit A, in consideration for Ten and 00/100 Dollars per year and assistance to the City when property is required to be a shelter; authorize the City Manager to execute all necessary documents; providing a severability clause; and providing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

On August 9, 2016, the City of Bastrop entered into an Interlocal Agreement with Bastrop County regarding the Disaster Recovery Grant Program for a \$1,590,000 grant to build and operate the Bastrop Activity Center. The Bastrop Activity Center shall operate as an emergency shelter in accordance with all applicable local, state, and federal regulators for a period not to exceed thirty (30) consecutive calendar days unless extended by mutual written agreement of both the City and County. The City recognized a need for additional assistance when a shelter is requested and activated, and determined that the Seniors can provide assistance to City Staff during a period of activation. Therefore, the City is willing to grant a lease to the Bastrop Community Senior Center devoted to addressing the needs of senior citizens in Bastrop, in exchange for providing shelter assistance during times of activation.

POLICY EXPLANATION:

Pursuant to Chapter 331.001 (a) of the Local Government Code, the City of Bastrop is granted authority to make park land and for the purpose of providing recreational opportunities; and

FUNDING SOURCE:

The Bastrop Activity Center is being constructed through a \$1,590,000 grant from the Disaster Recovery Grant Program. The Bastrop Community Senior Center will pay a lease consideration of \$10.00 annually to the City for use of the Activity Center. Additionally, the Board of Directors of the Bastrop Community Senior Center and/or their designees shall participate in federal and state shelter training classes and shall assist the City when the property is needed for an emergency shelter.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-112 of the City Council of the City of Bastrop, Texas authorizing a twenty-five (25) year lease agreement between the City of Bastrop, Texas and the Bastrop Community Senior Center, Inc. for the Bastrop Activity Center located at 1209 Linden Street, Building A, attached as Exhibit A, in consideration for Ten and 00/100 Dollars per year and assistance to the City when property is required to be a shelter; authorize the City

Manager to execute all necessary documents; providing a severability clause; and providing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A - Lease Agreement between the Bastrop Community Senior Center and the City of Bastrop



RESOLUTION NO. R-2017-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TX AUTHORIZING A 25-YEAR LEASE BETWEEN THE CITY OF BASTROP, TEXAS AND THE BASTROP COMMUNITY SENIOR CENTER, INC. FOR THE BASTROP ACTIVITY CENTER LOCATED AT 1209 LINDEN STREET, BUILDING A, ATTACHED AS EXHIBIT A IN CONSIDERATION FOR TEN AND 00/100 DOLLARS (\$10.00) PER YEAR AND ASSISTANCE TO THE CITY WHEN THE PROPERTY IS REQUIRED TO BE A SHELTER; AUTHORIZE THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Bastrop, Texas (hereinafter called "Lessor"), owns land and improvements located at 1209 Linden Street, Building A in the City of Bastrop, Bastrop County, Texas, consisting of the premises and facilities of the new emergency shelter; and,

WHEREAS, the City of Bastrop entered into an Interlocal Agreement with Bastrop County on August 9, 2016 regarding the Disaster Recovery Grant Program for a \$1,590,000 grant to build and operate the Bastrop Activity Center; and

WHEREAS, the City of Bastrop agreed to provide and operate for the benefit and upon demand of the County, the Bastrop Activity Center as a shelter in accordance with all applicable local, state, and federal regulations for a period not to exceed thirty (30) consecutive calendar days unless extended by mutual written agreement of both the City and County; and

WHEREAS, the City of Bastrop recognizes the need for additional assistance, when a shelter is requested and activated, and determined that the Seniors can provide assistance to City Staff during a period of activation; and

WHEREAS, the City is willing to grant a lease to the Bastrop Community Senior Center, Inc., a Texas Non-Profit Texas Non-Profit Corporation (hereinafter called "Lessee") devoted to addressing the needs of senior citizens of Bastrop, in exchange for providing shelter assistance as noted in the agreement.

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 lease agreement, attached as Exhibit A, between the Bastrop Community Senior Center and the City of Bastrop for

a total of \$10.00 annually and assistance to the City when the property located at 1209 Linden Street is required to be a shelter.

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

PASSED AND APPROVED this 12th day of December, 2017.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

STATE OF TEXAS

§

COUNTY OF BASTROP

§

CITY OF BASTROP

§

§

§

LEASE AGREEMENT

WHEREAS, the City of Bastrop, Texas (hereinafter called "Lessor"), owns land and improvements located at 1209 Linden Street, Building A in the City of Bastrop, Bastrop County, Texas, consisting of the premises and facilities of the new emergency shelter; and,

WHEREAS, the City of Bastrop entered into an Interlocal Agreement with Bastrop County on August 9, 2016 regarding the Disaster Recovery Grant Program for a \$1,590,000 grant to build and operate the Bastrop Activity Center; and

WHEREAS, the City of Bastrop agreed to provide and operate for the benefit and upon demand of the County, the Bastrop Activity Center as a shelter in accordance with all applicable local, state, and federal regulations for a period not to exceed thirty (30) consecutive calendar days unless extended by mutual written agreement of both the City and County; and

WHEREAS, the City of Bastrop recognizes the need for additional assistance, when a shelter is requested and activated, and determined that the Seniors can provide assistance to City Staff during a period of activation; and

WHEREAS, the City is willing to grant a lease to the Bastrop Community Senior Center, Inc., a Texas Non-Profit Corporation (hereinafter called "Lessee") devoted to addressing the needs of senior citizens of Bastrop and Bastrop County, in exchange for providing shelter assistance as noted in the agreement below; Now, Therefore:

Agreement

For good and valuable consideration as expressed herein, Lessor and Lessee hereby agree to enter into this lease of the said premises at 1209 Linden Street, Building A, under the following terms and conditions:

1. **Term of Lease:** This Lease Agreement shall be for a term of twenty-five (25) years, commencing on April 16, 2018, at which time the lease between both parties at 1008 Water Street shall terminate immediately. Thereafter, the term shall automatically renew from year to year, for a one- year term, unless and until either party furnishes the other at least thirty (30) days written notice of intent to terminate.
2. **Cancellation Privilege:** Upon mutual agreement of both parties, this Lease Agreement can be terminated at any time by either party.
3. **Termination for Default:** In the event that either party fails to abide by any

of the terms of this Lease Agreement, the non-defaulting party has the right to terminate this Lease upon giving thirty (30) days written notice to the defaulting party stating the nature of the default and the intention to terminate and the reasons therefor. However, the defaulting party shall have thirty (30) days from receipt of such notice to remedy the default, and, if the default is remedied within said thirty (30) days, then this Lease shall remain in full force and effect.

4. Consideration: Lessee agrees to pay to Lessor an annual rental in the amount of \$10.00 each year beginning with the commencement of this lease and on or before the first day of each succeeding year of this Lease. Lessee agrees to provide all programming for the Senior Center. In further consideration, the Board of Directors of the Bastrop Community Senior Center, Inc. and/or their designees shall participate in federal and state shelter training classes and shall assist the City when the property is needed for an emergency shelter. Required assistance will be limited to daytime hours.

4. Acceptance of Premises "AS IS": Lessee accepts 1209 Linden Street, Building A in its present condition "AS IS," it being currently suitable for Lessee's intended use.

5. Maintenance and Repairs: Lessee further agrees that it shall be responsible for maintaining said premises in good repair at its expense. Lessee agrees to maintain the facilities in a manner which presents an attractive appearance to the public and which prevents deterioration of the facilities beyond normal "wear and tear." Lessor shall maintain the grounds and physical structure including the HVAC system, roof, electrical, and plumbing. Lessor will provide pest control inside and outside the facility. Lessor shall not be denied access to conduct inspections and/or make any necessary repair.

6. Keys to Premises: The City will be responsible for issuing "keyfobs" or similar technology to provide facility access to all persons designated as authorized personnel by the Lessee. The Lessee will be responsible for immediately notifying the City when any person is no longer authorized or when a "keyfob" or similar technology is lost.

7. Utility Charges: Lessor will be responsible for all utility charges including electricity, water and wastewater, gas, telephone, garbage service, cable, Wi-Fi, or other utilities on the said premises.

8. Office Dedicated for City Use: The Lessee agrees to allow Lessor to use one office for City Staff. Staff, designated at this facility, will assist in opening and closing the facility on weekdays during normal City hours, unless it is a designated City holiday. Lessee will be responsible for opening and closing the facility for after-hour events or in the event Staff is unavailable due to City related functions, sickness, or vacation.

9. There shall be no smoking or use of tobacco products, no consumption of alcoholic beverages, nor any use of illegal drugs upon the said premises.

10. Non-Discrimination: Lessee agrees that it shall not discriminate due to race, sex, national origin, or physical handicap in its use and enjoyment of said premises. The City recognizes that the Bastrop Community Senior Center, Inc. stipulates in their by-laws that the age for membership is 50 years old.

11. Non-Exclusive Use: Lessee agrees that its use of the premises shall be exclusively for purposes of providing a Senior Center in the City of Bastrop, but that its use shall be non-

exclusive to the extent that Lessee shall periodically authorize the temporary use of the facilities by other civic groups for appropriate functions which do not unreasonably interfere with Lessee's use of the premises as a Senior Center.

When such other civic groups are authorized to use the premises, Lessee may charge such groups reasonable and necessary fees, as established by the Lessor on an annual basis, including deposits, in order to defray the costs of maintenance, cleaning, and utilities. No fees, however, shall be charged to Lessor.

12. Emergency Use: Lessee agrees to temporarily discontinue operation as a Senior Center if the City of Bastrop is required by the Federal Emergency Management Agency ("FEMA"), Texas Division of Emergency Management ("TDEM"), Bastrop County, or other similar agencies to provide emergency shelter to evacuees. If emergency use of the premises is required, Lessor will work with Lessee to find interim space for senior activities in the event the shelter is open longer than seven (7) calendar days.

13. Insurance: Lessor agrees to provide, at its expense, insurance for liability, fire and hazard coverage on said premises and facilities in such amounts as Lessor deems appropriate. Lessee agrees to accept liability for any damage caused by Lessee's own negligence.

14. Indemnification: Lessee agrees to indemnify, defend, and hold City harmless from any loss, attorney's fees, court and other costs, or claims arising out of Lessee's use of 1209 Linden, Building A.

15. Assignment. No assignment of this Agreement in whole or in part for any purpose shall be made or granted by Lessee without the prior written consent of Lessor. The premises shall not be sublet without written approval of Lessor.

14. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be furnished or delivered by depositing the same in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the following addresses or such other address as may hereafter be designated in accordance with this paragraph:

To Lessee:

BASTROP COMMUNITY SENIOR CENTER, INC.
Attn: President
1209 Linden Street, Building A
Bastrop, Texas 78602

To Lessor:

CITY OF BASTROP
Attn: City Manager
P.O. Box 427
Bastrop, Texas 78602

15. The obligations and undertaking of each of the parties to this Agreement shall be performable in Bastrop County, Texas.

16. This Agreement supersedes any and all other agreements either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

17. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

19. Signatory Authorization: The signatories for the Parties hereby represent and warrant that each has full and complete authority to enter into this Contract.

Having agreed to the terms and conditions stated herein, the Parties do hereby execute this Contract.

LESSOR:

Lynda K. Humble, City Manager

Date

LESSEE:

Barbara Adkins, President

Date



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9N

TITLE:

Consider action to approve Resolution No. R-2017-113 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor to the Historic Landmark Commission and Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

BACKGROUND/HISTORY:

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

POLICY EXPLANATION:

- Article 14.03(c)(F) of the City's Code of Ordinances states that one member of the Historic Landmark Commission shall be a member from the city's Planning and Zoning Commission. HLC ordinance requires Place 5 to be filled by P&Z member. P&Z recommended Dianna Rose, who lives Downtown, to fill Place 5 with a term set to expire June 2019 at their November 30, 2017, meeting.
- Cheryl Lee is appointed to Place 1 on the Planning and Zoning Commission for a term ending in 2019.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-113 of the City Council of the City of Bastrop, Texas confirming appointments by the Mayor to the Historic Landmark Commission and Planning and Zoning Commission, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A - PowerPoint Presentation



RESOLUTION NO. R-2017-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS CONFIRMING APPOINTMENTS BY THE MAYOR TO BASTROP HISTORIC LANDMARK COMMISSION (HLC) AND PLANNING AND ZONING COMMISSION, AS REQUIRED IN SECTION 3.08 OF THE CITY'S CHARTER, AS OUTLINED IN EXHIBIT A; 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 completed a review of applications to the City's boards and commissions and has made appointments to the HLC and the Planning and Zoning Commission as outlined in Exhibit A; and

WHEREAS, City Council must confirm these appointments 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 appointed the following members to HLC and Planning and Zoning Commission:

HLC: Dianna Rose is appointed to the position reserved for current Planning and Zoning Commission member to fill Place 5 with a term set to expire in 2019.

Planning and Zoning Commission: Cheryl Lee is appointed to fill Place 1 with a term set to expire in 2019.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointments to the HLC and Planning and Zoning Commission as outlined in 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 12th day of December, 2017.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

*Mayor Appointments
Boards, Commissions & Task Forces
2017*





Historic Landmark Commission

Appointments: Term ends 2019

Place 5: **Dianna Rose** (Downtown)

- Unanimously approved by P&Z Board on November 30, 2017
- Real Estate Professional

- *Note: HLC Ordinance Requires Place 5 to be filled by P&Z Board Member*





Planning & Zoning Commission

Appointments:

Place 1: **Cheryl Lee** (Downtown) Term ends 2019

- Filling vacancy from recent resignation
- Charter states P&Z will have 9 Board Members (Section 12.01)
- North Bastrop Resident for over 40 years
- Desire to contribute to the community and represent her neighborhood



Appointment Statistics

47 Appointments total in 2017:

62% New to serving on a Board

43% Downtown, 40% Other than Downtown, 17% ETJ/County

43% Male, 57% Female

I respectfully request City Council confirm these appointments



Council Liaison - Current Status

- Mayor Schroeder – BEDC and BAIPP
 - Mayor Pro Tem Schiff - Library
 - Council Member Ennis – Main Street and Cemetery
 - Council Member Jones – Construction Standards and Planning and Zoning
 - Council Member Nelson – Hunters Crossing and Parks
 - Council Member Peterson – Historic Landmark Commission
- Boards that are inappropriate for council liaison
- Ethics
 - Zoning Board of Adjustments

Note: Housing Authority, governed by Federal Law, no jurisdiction other than Board appointment





STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 90

TITLE:

Consider action to approve Resolution No. 2017-114 of the City Council of the City of Bastrop, Texas, ratifying the purchase of 0.041 acre tract adjacent to the cemetery property, Bastrop County property I.D. 123510, Farm Lot 67 E M St., approving a purchase price of Three Thousand Four Hundred and 00/100 Dollars (\$3,400.00), authorizing execution of documentation, and providing for a repealer, severability, and an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The City has tried on several occasions to purchase property that is adjacent to the cemetery to secure it for future expansion and growth of the Fairview Cemetery. The City was informed by Bastrop County, through a tax sale notice, that this small piece of property was going to be auctioned. This property was adjacent to cemetery property already owned by the City. This notice was received on December 4, 2017 with the tax sale scheduled on the 5th of December. We were not able to get Council's prior approval due to the timing conflict. The purchase of this property is in line with prior purchases of cemetery adjacent to the cemetery to allow the City to own complete sections for future expansion. This purchase can be covered with available appropriations.

POLICY EXPLANATION:

The purchase of land would, under normal conditions be brought to City Council for approval prior to the purchase.

The City has the power to acquire property for any municipal purpose pursuant to the City of Bastrop's Home-Rule Charter, §2.01

RECOMMENDATION:

Consider action to approve Resolution No. 2017-114 of the City Council of the City of Bastrop, Texas, ratifying the purchase of 0.041 acre tract adjacent to the cemetery property, Bastrop County property I.D. 123510, Farm Lot 67 E M St., approving a purchase price of Three Thousand Four Hundred and 00/100 Dollars (\$3,400.00), authorizing execution of documentation, and providing for a repealer, severability, and an effective date.

ATTACHMENTS:

- Resolution 2017-114

RESOLUTION NO. R-2017-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, RATIFYING THE PURCHASE OF 0.041 ACRE TRACT ADJACENT TO THE CEMETERY PROPERTY, BASTROP COUNTY PROPERTY I.D. 123510, FARM LOT, 67 E M ST, APPROVING A PURCHASE PRICE OF THREE THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$3,400.00), AUTHORIZING EXECUTION OF DOCUMENTATION, AND PROVIDING FOR A REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on December 4, 2017, the City of Bastrop was made aware that a 0.041-acre piece of real estate identified by Bastrop County as 123510, Farm Lot 67, E M St. (the "Property") which is located adjacent to the City-owned and operated Fairview Cemetery, would be on a tax sale December 5, 2017; and

WHEREAS, time being of the essence, the City Manager deemed that the Property was a reasonable and prudent real estate acquisition for the City, and acquired the Property on the City's behalf; and

WHEREAS, acquisition of the Property is consistent and compatible with other real estate interests the City currently has in and around the cemetery, and securing the Property for future expansion or other municipal purposes is in the best interest of the City; and

WHEREAS, the City has the power to acquire property for any municipal purpose pursuant to the City of Bastrop's Home-Rule Charter, §2.01.

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

SECTION 1. The City Council hereby ratifies the purchase of the Property, and approves the purchase price of three thousand four hundred dollars (\$3,400.00).

SECTION 2. The City Council authorizes the Mayor and/or City Manager to execute and file any necessary documentation on behalf of the City in order to facilitate the acceptance and conveyance of the Property.

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 declared to be 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 12th day of December 2017.

CITY OF BASTROP, TEXAS

APPROVED:

Connie Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



STAFF REPORT

MEETING DATE: December 12, 2017

AGENDA ITEM: 9P

TITLE:

Consider action to approve Resolution No. 2017-115 of the City Council of the City of Bastrop, Texas, assigning voting rights by proxy by the City of Bastrop, Texas to Noe Reyes, Esquire, for the Pine Forest Property Owner's Association 2018 Annual Meeting; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and providing an effective date.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

BACKGROUND/HISTORY:

The City of Bastrop owes several lots in Pine Forest Unit 6. The Pine Forest Property Owner's Association will be holding its 2018 Annual Membership Meeting in the near future.

POLICY EXPLANATION:

Noe Reyes, Managing Attorney with McCreary Veselka Bragg & Allen, PC, is the delinquent tax attorney for Bastrop County. The City of Bastrop contracts with Bastrop County to collect the City's property taxes. Mr. Reyes attends the Pine Forest Property Owners Association Annual Meeting on behalf of Bastrop County. By approving this proxy, Mr. Reyes will vote on behalf of the City of Bastrop as this meeting as well.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. 2017-115 of the City Council of the City of Bastrop, Texas, assigning voting rights by proxy by the City of Bastrop, Texas to Noe Reyes, Esquire, for the Pine Forest Property Owner's Association 2018 Annual Meeting; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and providing an effective date.

ATTACHMENTS:

- Resolution
- Proxy Example

RESOLUTION NO. R-2017-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ASSIGNING VOTING RIGHTS BY PROXY BY THE CITY OF BASTROP, TEXAS TO NOE REYES, ESQUIRE, FOR THE PINE FOREST PROPERTY OWNER'S ASSOCIATION 2018 MEETING; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop owns property in Pine Forest Unit 6; and

WHEREAS, the Pine Forest Property Owner's Association will be holding its 2018 Annual Membership Meeting in the near future; and

WHEREAS, Noe Reyes, Esquire, serves as the Delinquent Tax Attorney for Bastrop County, who the City contracts with for tax collection; and

WHEREAS, the City of Bastrop has asked Noe Reyes, Esquire, to attend this meeting on behalf of the City of Bastrop and vote by proxy.

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

SECTION 1. The City Council hereby assigns voting rights by proxy by the City of Bastrop, TX to Noe Reyes, Esquire, for the Pine Forest Property Owners Association 2018 Annual Meeting.

SECTION 2. The City Council authorizes the City Manager to execute any necessary documentation on behalf of the City.

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. 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
12th day of December 2017.

CITY OF BASTROP, TEXAS

APPROVED:

Connie Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop, Texas
Pine Forest Property Owner's Association
Proxy/Delegation of the Authority of Representative
2018 Annual Membership Meeting

The City of Bastrop hereby nominate Noe Reyes, Esq. and grants him the power to vote our lot or lots at the 2018 annual meeting of the owners of Pine Forest Property owners Association, Inc. (PFPOA). This proxy terminates and cancels any and all previous proxies that The City of Bastrop may have granted to any and all other person(s) prior to the date of this proxy regarding the 2018 annual meeting. The City of Bastrop understands that our proxy will be cancelled if we attend the meeting and vote in person.

(PLEASE COMPLETE THE FOLLOWING)

Signed this _____ day of December, 2017.

Printed Name(s) of Lot Owner: The City of Bastrop, Texas

Signature: _____

The City of Bastrop owns or are the designated representative/agent for the following lots located in the PFPOA:

STATE OF TEXAS §

COUNTY OF BASTROP §

Before me, the undersigned, on this day personally appeared _____, the affiant, a person whose identity is known to me, testified:

“The City of Bastrop, hereby nominates/delegates Noe Reyes, Esq., as the representative of the City of Bastrop, Texas and grants to said representative the power to vote all lots owned by the City of Bastrop, Texas, and all proxies given to the City of Bastrop by any other member of the Association at the 2018 annual meeting of the owners of Pine Forest Property Owners' Association, Inc.”

BY: _____

Title: _____

Sworn to and subscribed before me on this _____ day of December, 2017.
