

# Bastrop, TX City Council Meeting Agenda

Bastrop City Hall City Council Chambers

1311 Chestnut Street

Bastrop, TX 78602

(512) 332-8800



---

**June 12, 2018 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 – Girl Scouts**

**TEXAS PLEDGE OF ALLEGIANCE**

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

**3. INVOCATION – Bishop Sampleton, Inspiration Pentecostal Church**

**4. PRESENTATIONS**

4A. A proclamation of the City Council of the City of Bastrop, Texas recognizing June 12, 2018, as Girl Scout Gold Award Recipient Emily Bowlin Day.

4B. Mayor's Report

4C. Councilmembers' Report

4D. City Manager's Report

**5. WORK SESSION/BRIEFINGS**

5A. Discuss Changes to the Boards & Commissions Ordinances/Resolutions.

- 5B. Review Revised Application for Boards & Commissions.

**6. STAFF AND BOARD REPORTS**

- 6A. Receive presentation and update on the Bastrop 1832 Farmer's Market.

**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 City Council minutes from the May 22, 2018 meeting.

**9. ITEMS FOR INDIVIDUAL CONSIDERATION**

- 9A. Consider action to approve Resolution No. R-2018-43 of the City Council of City of Bastrop, Texas authorizing the City Manager to execute amendments on behalf of the City modifying the deadlines for construction for projects funded by the 2013 Funding Agreement and the 2015 380 Agreement with the Bastrop Fine Arts Guild; and establishing an effective date.
- 9B. Consider action to approve Resolution No. R-2018-33 of the City Council of the City of Bastrop, Texas approving a Municipal Maintenance Agreement between the City of Bastrop and the Texas Department of Transportation; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and establishing an effective date.
- 9C. Consider action to approve Resolution No. R-2018-38 of the City Council of the City of Bastrop, Texas, amending Chapter 4, Section 6 of the City of Bastrop Personnel Policies Manual regarding Emergency Duty Pay "Extra Duty" and "On-Call" procedures as attached as Exhibit A; providing for a repealing clause; and providing an effective date.

- 9D. Consider action to approve Resolution No. R-2018-40 of the City Council of the City of Bastrop, Texas, approving an easement allowing TxDOT to construct the slope of the overpass in the City's rights-of-way, as attached as Exhibit A; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and establishing an effective date.
- 9E. Consider action to approve Resolution No. R-2018-41 of the City Council of the City of Bastrop, Texas, amending a contract for the construction of a 16" Water Line to M&C Fonseca Construction Company, Inc., in the amount of \$86,458.00 (Eighty-six thousand four hundred fifty-eight dollars) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the Change Order; and establishing an effective date.
- 9F. Consider action to approve Resolution No. R-2018-42 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to enter into a 75-Year Land Lease Agreement with Bastrop County in the amount of \$102,366 for property in the City's Mayfest Park for a Community Center to be built by Bastrop County; providing for a repealing clause and establishing an effective date.
- 9G. Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-12 of the City Council of the City of Bastrop, Texas, rezoning Lots 1 & 2 of the Lee-Jackson & Fowler Subdivision (1.717 acres) from Form-based Code Character Zone CMU, Commercial Mixed Use, to C-1, Commercial 1, and 0.398 acres of Bastrop Town Tract Abstract 11 and 2.046 acres of Building Block 12 East of Water Street from C-2, Commercial 2 to C-1, Commercial 1, LOCATED AT the Northeast corner of SH 95 and Chestnut Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; establishing an effective date and move to include on the June 26, 2018 agenda for second reading.
- 9H. Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-11 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit for a brewery, distillery, or winery use on 0.046 acres of Building Block 3 West of Water Street, located at 809 Main Street, and 0.184 acres of Building Block 3 West of Water Street, located at 705 Pine Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; setting out conditions; including a severability clause; establishing an effective date, and move to include on the June 26, 2018 agenda for second reading.
- 9I. Hold public hearing and consider action to approve Resolution No. R-2018-39 of the City Council of the City of Bastrop, Texas, approving a Subdivision Variance, for street improvements related to the Farms End Estate Subdivision, being 2.94 acres of Farm Lot 67 East of Main Street, located at 1706, 1708, and 1712 Farm Street, within the city limits of Bastrop, Texas; repealing all conflicting resolutions; and providing an effective date.
- 9J. Consider action to approve Resolution No. R-2018-38 of the City Council of the City of Bastrop, Texas, approving the Preliminary Plat known as The Colony MUD 1A, Section 3, Phase A & B, being 100.289 acres of the Jose Manuel Bangs Survey, Abstract 5, located east of FM 969 and west of the Colorado River, within the Extra-Territorial Jurisdiction of Bastrop, Texas; as shown in Exhibit A; repealing all conflicting resolutions; and providing an effective date.

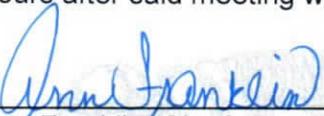
**10. EXECUTIVE SESSION**

- 10A. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to discuss purchase of right-of-way for construction of an 18" water distribution line from Well J to the Willow Street Plant.
- 10B. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to discuss purchase of one (1) piece of property in and around the Downtown area.

**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](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: Friday, June 8, 2018 at 1:00 p.m. and remained posted for at least two hours after said meeting was convened.

  
\_\_\_\_\_  
Ann Franklin, City Secretary



# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 4A

**TITLE:**

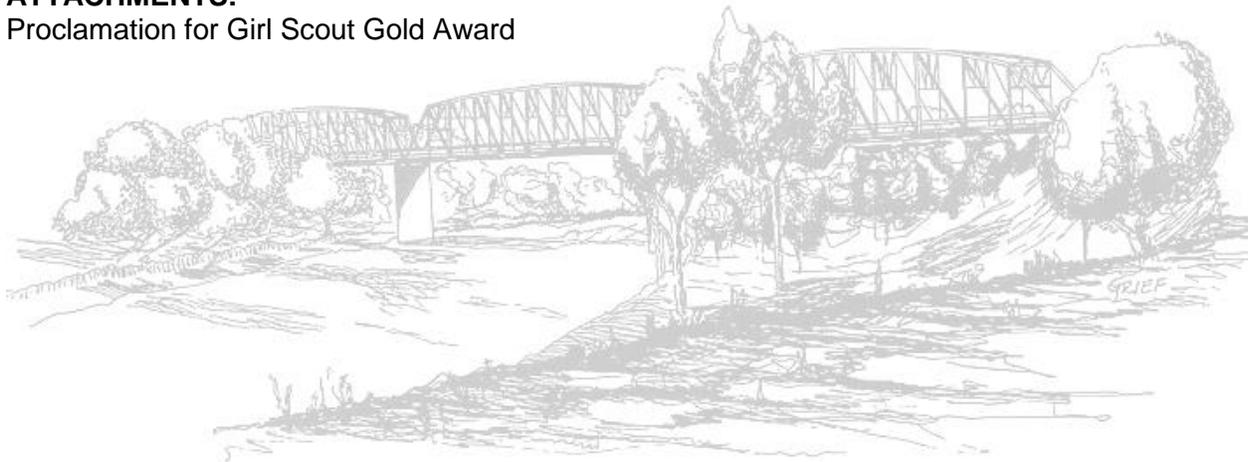
A proclamation of the City Council of the City of Bastrop, Texas recognizing June 12, 2018, as Girl Scout Gold Award Recipient Emily Bowlin Day.

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager

**ATTACHMENTS:**

Proclamation for Girl Scout Gold Award



# P

# ROCLAMATION



**WHEREAS**, Girl Scouts of Central Texas (GSCTX) is the preeminent leadership development organization for girls. Girl Scouts offers every girl a chance to practice a lifetime of leadership, adventure, and success. GSCTX spans 46 counties in Central Texas with more than 17,000 girls and 12,000 adult volunteers experiencing new adventures every single day and making friendships that will last a lifetime; and



**WHEREAS**, In 1916 – before women in the U.S. even had the right to vote – the beloved founder of Girl Scouts- Juliette Gordon-Low, recognized the importance of community service and had the vision to honor girls who went above and beyond to serve the needs of others and promote them to the highest level of Girl Scouting achievement. Then, it was called the Golden Eaglet. Today it's called the Gold Award and though the name has changed, the character of the girl earning it remains remarkable; and

**WHEREAS**, The Girl Scout Gold Award is the highest award a Girl Scout can earn. By using her values and skills, each girl chooses a community issue that she cares about and creates a plan for a sustainable project, one that lasts after the girl's involvement ends. Once achieved, her project shows colleges, employers, and her community that she is changing the world. As a Gold Award recipient, these girls are part of an elite group of women; and

**WHEREAS**, Emily Bowlin of Bastrop Texas, received the Gold Award on June 9, 2018 for her "Storytelling to Seniors" project - created for children and young adults to read to dementia patients in the local community and at Silver Pines Nursing Facility.

**NOW, THEREFORE**, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby recognize June 12, 2018 as:

### **Girl Scout Gold Award Recipient Emily Bowlin Day**

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 12<sup>th</sup> day of June, 2018.

---

Connie B. Schroeder, Mayor



# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 4B

**TITLE:**

Mayor's Report

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager

**POLICY EXPLANATION:**

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

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

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

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

**ATTACHMENTS:**

- Power Point Presentation

*Mayor's Report*  
*June 12, 2018*



# Subdivision Ordinance Public Input

**SUBDIVISION ORDINANCE**  
PUBLIC INPUT SCHEDULE  
**DEVELOPERS & HOMEBUILDERS**  
THURSDAY, JUNE 14<sup>TH</sup>, 2018  
9 A.M. TO 11 A.M.  
CITY COUNCIL CHAMBERS  
1311 CHESTNUT STREET

The City of Bastrop is updating its Subdivision Ordinance. The current ordinance was drafted in 1999 and hasn't been amended since 2008. A lot has changed in the last decade, help us shape the years to come!

Visit [cityofbastrop.org](http://cityofbastrop.org) to view the proposed draft.



**SUBDIVISION ORDINANCE**  
PUBLIC INPUT SCHEDULE  
**PUBLIC MEETING**  
WEDNESDAY, JUNE 13<sup>TH</sup>, 2018  
6:30 P.M. TO 8 P.M.  
CITY COUNCIL CHAMBERS  
1311 CHESTNUT STREET

The City of Bastrop is updating its Subdivision Ordinance. The current ordinance was adopted in 1991 and hasn't been amended since 1998. A lot has changed in two decades, help us shape the next twenty years!

**What is a subdivision?**  
"Subdivision" means the division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale or of building development. Subdivisions must also occur when combining multiple lots.

Visit [cityofbastrop.org](http://cityofbastrop.org) to view the proposed draft.



**SUBDIVISION ORDINANCE**  
PUBLIC INPUT SCHEDULE  
**ENGINEERS & SURVEYORS**  
THURSDAY, JUNE 14<sup>TH</sup>, 2018  
2 P.M. TO 4 P.M.  
CITY COUNCIL CHAMBERS  
1311 CHESTNUT STREET

The City of Bastrop is updating its Subdivision Ordinance. The current ordinance was drafted in 1999 and hasn't been amended since 2008. A lot has changed in the last decade, help us shape the years to come!

Visit [cityofbastrop.org](http://cityofbastrop.org) to view the proposed draft.



# Latest Activities

May 11 – June 1



**BEST Leadership Class**



**Memorial Day**



**BEDC Retail Recruitment**



**FCI Leadership Class**

**Institution Tour**

Events in 2018: 162



**Bastrop Music Festival**



**Texas Tile Works**



**Law Enforcement Awards**



**New Haven Assisted Living & Memory Care**



**Barry Edwards  
BISD Superintendent**



# *Planned Events*

*June 1 – June 12*

- June 1 – First Friday Art Walk
- June 2 – Summer Reading Program Opening Day (Library)
- June 5 – Ribbon cutting; Sheriff's Office
- June 6
  - Chamber Monthly Luncheon
  - BAIPP Monthly meeting
- June 7 – Farm Street Opry
- June 9
  - Art Celebration
  - CASA Casino Night
- June 12– City Council Meeting



# *Upcoming Events & City Meetings*

- June 13 - Quarterly Community Support Meeting
- June 14
  - Senior Center
  - Joint meeting w/Visit Bastrop
- June 15 - Juneteenth Dinner
- June 16 - Juneteenth Parade
- June 17 - Father's Day!
- June 18 - BEDC meeting
- June 19 - Special Council Budget Workshop
- June 20
  - Ribbon Cutting – Centennial Mortgage
  - Ribbon Cutting – Austin Title
  - TML Region 10 meeting
- June 26 - City Council Meeting





# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 4C

**TITLE:**

Councilmembers' Report

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 4D

**TITLE:**

City Manager's Report

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 5A

**TITLE:**

Discuss proposed changes to the Boards & Commission Ordinance and/or adoption of a Board & Commission Resolution.

**STAFF REPRESENTATIVE:**

Lynda K. Humble, City Manager

**BACKGROUND/HISTORY:**

**Work Plan Item OE#14: *Revise the City's Boards & Commissions' Ordinances and/or Resolutions to reflect current practices and City Council recommended changes.***

Ordinance No. 2012-13 provides for unifying provisions in existing ordinances related to the membership, terms and filling of vacancies on various City Boards and Commissions. On September 26, 2017, Council discussed the Board & Commission appointment process. Consensus was reached on several items, which are noted below. There were several items discussed that Council wanted to seek input from others and discuss at a later date. Council has concluded all of the scheduled joint boards and commissions meeting as well as attended numerous meetings of the various boards and commission as Council Liaisons. Since the FY 2019 appointment process is going to start in July, final determination of any additional changes is needed so these updates can be made by Ordinance and/or Resolution, where appropriate.

**POLICY EXPLANATION:**

Council consensus were reached on the following items and will be updated by Ordinance and/or Resolution, where appropriate, at a Council meeting in July:

1. There were two (2) boards that Mayor Schroeder did not appoint members as a part of the FY 2019 appointment process, which included the Vision Task Force and North Area Form Based Codes. **Council reached consensus in September that these boards need to be removed from the Board & Commission Ordinance.**
2. Currently, Board and Commission Appointments are made in June of each year by the Mayor per Ordinance. However, the City's fiscal year is October 1 to September 31, which requires Board and Commission Members to come and go prior to a fiscal-year end. **Since each Board and Commission provides policy recommendations to Council, Council reached consensus in September 2017 to coordinate the appointment process with the City's fiscal year, which sets the time period to correspond with the budget and work plan.**

As noted in the Charter, the Mayor appoints all board and commission members. Mayor Schroeder noted during her appointment process for FY 2018 the challenges created

when she was newly elected and was faced with reviewing and appointing new members immediately upon being sworn-in as Mayor. **Therefore, Council reached consensus in September to follow the proposed timeline, which will provide a more open and transparent process with citizens and Council, while still protecting the appointment authority granted to the Mayor in the Charter.**

- Mail a newsletter to residents in the City's limits and ETJ that outlines the purpose and requirements of each Board & Commission on July 1<sup>st</sup> of each year. Notice will also be provided in the newspaper and posted on the City's website and Facebook page.
  - This newsletter would also encourage attendance at a Board & Commission Volunteer Fair to be hosted on the third Tuesday of July at the Bastrop Convention & Exhibit Center. The date of next year's fair is Tuesday, July 17, 2018.
  - A new application will be created that focuses on what qualifications each applicant has to offer to the Board or Commission of interest. **(See next Agenda Item).**
  - Board and Commission application deadline will be August 15<sup>th</sup> annually.
  - Interviews will be scheduled with each applicant for the Boards & Commissions, which will include the Mayor and Council Members, during the last week of August. Multiple workshops may be needed depending upon the number of applications. This interview will provide an opportunity for the entire City Council to interview applicants and appreciate the talent pool in our community.
  - The Mayor would submit his/her Board and Commission appointments at the first Council meeting in September for ratification effective October 1<sup>st</sup> of each year.
  - On the first Thursday in October of each year, a Board and Commission Orientation with Ethics Training will be held. This orientation will cover broad topics such as Open Meetings and Open Records Act, an overview of the City's work plan, and the purpose of each Board and Commission as policy advisors to the City Council.
  - At the first Board or Commission meeting of each fiscal year, the staff liaison will conduct an orientation specific to each Board and Commission to cover specific items such as process for placing items on agendas, workplan for the year, any specific law or ordinance governing the Board or Commission, etc.
3. The 1<sup>st</sup> Annual Boards & Commission Volunteer Banquet was held on November 9<sup>th</sup> to acknowledge and celebrate the contributions of our Boards and Commissions and Volunteers, such as Friends of the Library and Citizens on Patrol, through their commitment of time and efforts. Each Board and Commission member were introduced and their accomplishments were highlighted from the prior year. Future banquets will be scheduled on the second Thursday of November annually. **Does Council want to distribute service pins as required in Resolution R-2011-8 or provide a trophy recognizing their service at the end of their appointment?**
4. **Council Members reached consensus in September that the meetings of Bastrop Economic Development Corporation (BEDC) and Planning & Zoning Commission will be broadcast live on the City's television channel and live-streamed on social media.** Televising the meetings has occurred since the fall and meets Council's commitment to open and transparent government.

As noted above, several items were discussed that Council wanted to seek input from others and discuss at a later date. Council has concluded all of the scheduled joint boards and commissions meeting as well as attended numerous meetings of the various boards and commission as Council Liaisons. Since the FY 2019 appointment process is going to start in July, final

determination of any additional changes is needed, so these updates can be made by Ordinance and/or Resolution, where appropriate

1. The current Ordinance requires an annual summary to be presented at an April meeting. Attendance of Board & Commission Members is currently being updated monthly by the Staff Liaison. If attendance by a specific member becomes an issue, it is addressed according to policy during the year with timely communication between the Staff Liaison, City Manager, and Mayor. **Does Council wish to receive an attendance summary? If so, at what meeting and interval (monthly, quarterly, annually, etc.) and when?**
2. Boards have various requirements on the number of members, ranging from as few as three (3) to as many as nine (9). **Is there a desire to standardize and/or reduce the number of members on each board? If yes, which boards?** A reduction in the number of board members can be accomplished over a period of several years by not replacing board members as their term expires until reaching the recommended number of board members.

Name of Board or Commission	Number of Current Members
Bastrop Art in Public Places	9
Cemetery Advisory Board	6
Construction Standard Board of Adjustment & Appeals	5 + 2 Alternates
Economic Development Corporation	7
Ethics Commission	5 + 1 Alternate
Historic Landmark Commission	7
Bastrop Housing Authority	5
Hunters Crossing Local Government Corp. Board	7
Library Board	9
Main Street Advisory Board	9
Parks Board/Public Tree Advisory Board	9
Planning & Zoning Commission	9 Per City Charter
Youth Advisory Council	12
Zoning Board of Adjustment	5 + 2 Alternates

3. The City Charter, which is the City's constitution, establishes term limits of two (2) three-year terms for City Council members. **Is there a desire to set term-limits for participation on each board?** Citizens, who want to continue to volunteer, would be encouraged to complete an application seeking an appointment on a different board. Term limits would encourage new ideas and allow for broader citizen participation on each board over time.
4. In reviewing all of the boards and commissions to document their purpose to create the Boards & Commissions Newsletter, the Park Board was never given a purpose. The ordinance that describes the Park Board is attached. **Staff needs direction from Council to establish a purpose for this board in order to explain their policy role.** Clarity of their role will help both the board and staff moving forward.

5. Any additional suggested change by Council Members for inclusion in the Board & Commission Ordinance and/or Resolution.

**FUNDING SOURCE:** N/A

**RECOMMENDATION:**

Staff is seeking input and direction on the items listed above in order to update the City's Board & Commission Ordinance and/or Resolutions.

**ATTACHMENTS:**

- Resolution No. R-2011-8
- Park Ordinance



## **RESOLUTION NO. R-2011-8**

### **A RESOLUTION OF THE CITY COUNCIL OF BASTROP, TEXAS TO HONOR CERTAIN INDIVIDUALS WHO HAVE FAITHFULLY AND DILIGENTLY SERVED THE CITY**

---

**WHEREAS**, the City of Bastrop, Texas, ("City") is a Home Rule municipality incorporated and operating under the Laws of the State of Texas; and

**WHEREAS**; the City benefits for the dedicated volunteer service of individuals who serve on the City's various Boards and Commission, including the City Council and task forces appointed, from time to time, by the Council ("Boards") , and

**WHEREAS**, the City has determined that it is in the best interest of the City and its citizens to honor individuals who have generously, diligently and faithfully donated their time, energy and expertise to the City by serving on City Boards for a cumulative minimum (five) 5 year period; and

**WHEREAS**; to show appreciation for and honor such individuals the City will award Service Pins, as set forth herein below, which Service Pins have been designed and crafted for the City by the Deep in the Heart Art Foundry, and approved by the City Council.

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

#### **PART 1:**

1. It will be the practice of the City Council to consider and act upon awarding Service Pins to individuals who have served on a City Board, including the City Council, as follows:
  - a. Service Pins may be awarded by the Council for Board service for periods of five (5) years, ten (10) years, fifteen (15) years, twenty (20) years. and in appropriate circumstances, for "lifetime service."
  - b. When deemed appropriate by the Council, a "Lifetime Service Pin" award may be made. A "Lifetime Service Pin" may be awarded at the discretion of the Council and may be provided without reference to or strict adherence to the specified Standard Criteria set forth herein.
2. Standard Criteria for Award of Service Pins:
  - a. To be eligible for receipt of a Service Pin, the individual shall have been actively serving on a City Board as of January 1, 2005 or later.
  - b. Eligible individuals will be credited with all prior Board service, including time served prior to 2005. Service is not required to be consecutive; rather, it will be tallied cumulatively.

c. Service time will be credited 'by the year' and will not compounded for simultaneous service on more than one Board.

d. Service for a period equal to or exceeding an eight (8) month period, during any year, is considered to be service 'for a year' in tallying service periods.

e. Upon receipt of a nomination for consideration for awarding a Service Pin to an individual, the City Secretary will diligently research City records to confirm service periods and shall provide the Mayor, Council and City Manager with a written report summarizing each nominee's service.

f. The Mayor and the Chair (or vice-chair, if applicable) of a Board upon which the recipient has served will present the Service Pin awards at a regularly scheduled City Council meeting. If the recipient has served on more than one Board, then the Mayor's co-presenter will be selected at the discretion of the Mayor.

**PART 2:**

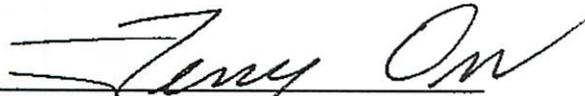
1. Any member of the community, including Board Chairs, City Council members, staff members, and the general public at large, may recommend an individual for consideration of receipt of a Service Pin by submitting such recommendation, in writing, to the City Secretary. Submissions for the year 2011 must be received by the City Secretary by July 31<sup>st</sup> and Service Pin awards awarded in 2011 will be presented in August 2011. For year subsequent to 2011, submissions for any given year must be received by the City Secretary on or before March 31<sup>st</sup>. Submissions received after the noted submission date will be carried forward for consideration and possible award in the next annual cycle.
2. The Council will endeavor to award Service Pins in June of each year.

**PART 3:**

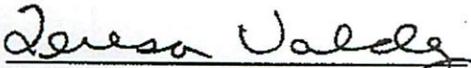
1. Upon passage of this Resolution, the City staff will provide a copy to all Current Board members and staff and will invite nominations to be submitted for 2011 on or before July 31, 2011 and for subsequent years on or before March 31<sup>st</sup>. A copy of the Resolution will be posted on the City's Website, as well.

PASSED, ADOPTED AND APPROVED this the 26th day of April 2011.

APPROVED:

  
MAYOR TERRY ORR

ATTEST:

  
TERESA VALDEZ, CITY SECRETARY

Sec. 1.10.001 - Parks board.

(a) *Created; composition; compensation; appointment.*

- (1) There is hereby created a parks board of the city to be composed of eight (8) regular members and one (1) special member, for a total of nine (9) voting members. In addition, in their discretion, the parks board may identify and name one minor, who resides within the BISD jurisdiction, to serve on the board as an ex officio, nonvoting youth member of the board. The youth member shall be enrolled in grades 9—12 and serve a term in length identified by the parks board at the time of the youth member's selection, but not to exceed three (3) consecutive years. The regular and special voting members of the board shall be appointed by the mayor and confirmed by the City Council and shall serve without compensation by the city for terms of three (3) years. The members shall be known to be interested in public parks and public recreation and the proper use of the leisure time of the people of the city.
- (2) The special member position on the board shall be held by the superintendent of the city's state park, or his/her designee, who may reside either within the city limits or in any other area within the BISD's jurisdiction.
- (3) A minimum of six (6) of the regular members on the board will be persons who reside within the city limits, however two (2) of the regular members may be a person who resides outside of the city limits but within the BISD's jurisdiction.

(b) *Terms of members.* Each seat on the board will be assigned a "place." Board members' terms of service shall be "staggered," so that the entire membership of the board will not be subject to replacement at any single point in time. To the extent possible, staggering shall be done so that the board membership is divided into thirds. Initial staggering of the membership will be accomplished by having all appointees/members who are serving as of the first annual meeting following approval and passage of this section (held in July), "draw lots" to determine which "place" will have what number of service in the transition period (e.g., one-third ( $\frac{1}{3}$ ) of the places will draw for one-year terms, one-third ( $\frac{1}{3}$ ) of the places will draw for two-year terms, and the remaining one-third ( $\frac{1}{3}$ ) of the places will draw for three-year terms.) After the first July meeting, staggering of membership, by place, will begin.

(c) *Vacancies.* In the event of a vacancy, an individual appointed to fill the vacancy will serve only the remaining term of the individual who is being replaced by the appointee, so that the staggering of terms shall remain intact.

(d) *Attendance.* Attendance requirements for the board members are set forth in this Code, section 1.02.002(b), et seq.

(Ord. No. 2012-13, pt. 4(L), 6-26-12; Ord. No. 2014-3, 4-8-14; Ord. No. 2016-06, pt. 1, 3-22-16)

Sec. 1.10.002 - Park rules.

(a) *Overnight camping; hours when closed.* There shall be no person, vehicle, equipment or activity within any publicly owned park or playground within the city limits from 10:00 p.m. to 6:00 a.m. each day, unless an exception to this rule is provided, in writing.

(b) *Reserved areas.*

- (1) Unless controlled by a separate lease agreement, the following areas of the city's public parks may be reserved and a permit obtained either for commercial or noncommercial purposes a minimum

of three (3) business days in advance (excluding holidays) of the use on application to the parks department.

- (A) Multipurpose fields in Fisherman's Park and Bob Bryant Park;
- (B) Pavilions in Fisherman's Park and Bob Bryant Park (with associated BBQ's);
- (C) Pavilion in Kerr Park;
- (D) Pavilion in Hunter's Crossing Park;
- (E) Mayfest Park;
- (F) Mayfest Park rodeo arena;
- (G) Fireman's Park softball field;
- (H) Hunter's Crossing Park multipurpose field;
- (I) Concession stand at splash pad; and
- (J) Rusty Reynolds Little League Fields.

In the event of a conflict between the city ordinance and a lease agreement, the terms of the lease agreement shall control.

- (2) *Multipurpose fields (noncommercial use)*. The noncommercial reservation policies of the multipurpose fields in Fisherman's Park, Hunter's Crossing Park and Bob Bryant Park are as stated below. For purposes of this section and determining whether a fee and reservation is required, a patron shall include all individuals attending the event including, as applicable to the event, players, participants, guests, children, spectators, coaches, relatives, family, friends, and parents. An area may not be reserved more than three (3) times in one month for a noncommercial use. See [section 1.10.003](#) below for information related to commercial uses of the multipurpose fields and section A1.10.002 of the fee schedule in appendix A for additional information related to fees.

Patrons	Fee	Deposit	Reservation
0—14	None	None	None
<u>15</u> —45	None	Required	Required
46+	Required	Required	Required

- (3) *Pavilions (noncommercial use and commercial use)*. For reservation of city pavilions a fee and a deposit is required. See section A1.10.002 of the fee schedule in appendix A for additional information related to the applicable commercial and noncommercial uses and fees.
- (4) *Concessions stand*. The concession stand at the splash pad located in Fisherman Park shall be available for use by individuals under the age of 17 and for a period of no longer than fourteen (14) consecutive days. Parent or guardian adult supervision is required for use of the concession stand. For reservation of the city concession stand a deposit is required. All other concession stand will be handled through a spate permit. All individuals who reserve the concession stands shall comply

with chapter 4 of this Code and shall be responsible for payment of all applicable vendor and permitting fees. Use of the concession stand will be on a first come, first served basis. See section A1.10.002 of the fee schedule in appendix A for additional information related to commercial and noncommercial uses and fees.

- (5) *Youth sports leagues.*
  - (A) Commercially sponsored and/or organized youth league sports play (ages 17 and under) that require a registration fee for participation shall contact the parks department for reservations, times, and field designations. All organized youth sports leagues shall submit their schedules to the parks department as soon as possible, but in no event later than thirty (30) days before the first scheduled practice to ensure that a field is available for use at the desired times and locations. Unless otherwise controlled by the terms of a lease agreement, no area of a park is specifically designated or reserved for one organization or youth team and areas will be provided on a first come, first served basis.
  - (B) No fee is required for a youth league that does not collect registration "fees" or "dues" to reserve an area. However, after the conclusion of an event, the area that was reserved shall be clean and free of trash and debris. In the event an area is not properly cleaned, the entity reserving the area may be prohibited from future use of city parks.
- (6) *Tennis courts and basketball courts.* Tennis courts and basketball courts located in city parks shall be used for their intended purposes, only. Activities other than the intended use of the courts will require approval by the parks department, or its designee.
- (7) *Permit.* On receipt of an application to reserve an area in a city park, the parks department, or its designee, will review the application to determine the applicable fee, deposit, and necessary insurance, if any. On approval and payment of same, the city will provide the applicant with a permit stating that the applicant has successfully reserved the area on the requested date.
- (8) *Refunds of deposits and fees.* Reservations must be made a minimum of three (3) business days in advance (excluding holidays) of the use. A reservation is not valid, and a permit will not be issued, until all fees, deposits, and proof of insurance, if necessary, are paid in full to the parks department. Deposits and fees paid in accord with this section may be refunded under the following conditions:
  - (A) Full refund of the reservation deposit and fee if the parks department is notified, in writing, of the cancellation not less than seven (7) days prior to the date of use of the reserved area.
  - (B) Refund of one-half (½) of the reservation deposit and fee if notice of cancellation is received by the parks department, in writing, between seven (7) days and twenty-four (24) hours prior to the date of use of the reserved area.
  - (C) The reservation deposit and fee will not be refunded if the event is cancelled less than twenty-four (24) hours before the day of the event.
  - (D) The reservation deposit will be returned to the individual or group reserving the area after the event so long as the area being reserved is clean and free of trash and debris at the conclusion of the event. Any damage, cleaning or maintenance required, in the sole discretion of the city and/or the parks department, will be charged against the deposit.
  - (E) In the event a field is closed by the parks department (or other applicable city personnel) due to inclement weather or necessary construction or maintenance which causes an event to be cancelled, the reservation deposit and fee will be returned or applied to the "rain date," if an

alternative date is sought.

(F) Exceptions to the deposits and refunds are allowed only on written approval of the city manager.

(9) *Tables.* Tables in city-owned parks may not be reserved and are available on a first come, first served basis.

(10) *Reserved signs.* The parks department will be responsible for posting reserved signs at the reserved areas by 8:00 a.m. the day of the event. Reserved signs must include the name of the party and the time and date of the reservation.

(c) *Control of park and recreation areas.*

(1) The city shall have and shall exercise the power to control all activities, hours of visitation, and days and times in city parks in order to properly protect the citizens of this community. City parks and recreation areas shall be under the direct operation and control of the city manager or his/her designee. In accord herewith, the city manager, or his/her designee, shall be permitted to close the park or field in the event of inclement weather, field conditions, or necessary maintenance or construction which, in his/her sole discretion, renders the field's no playable or is a risk to person or property.

(2) City park and recreation areas shall be open to the public during the hours from 6:00 a.m. to 10:00 p.m. each day, with the exception of the splash pad which shall be open between 10:00 a.m. and 8:00 p.m. Monday-Sunday beginning the second week of April and ending on Labor Day. Any area of a city park, including the splash pad may be closed by orders of the City Manager, or his/her designee, or the park's department, for the purposes of rehabilitation, cleaning, maintenance or general supervision, or upon reservation or general danger to the public. The City Manager shall have the authority to vary the splash pad hours and days of operation on request by the parks department.

(3) Permission to use city parks from 10:00 p.m. to 6:00 a.m. may be granted by the City Council or the City Manager, as directed by city ordinance, at the discretion of the City Manager, or his/her designee, and in consideration of the requested use of the park. To request that a park be opened after hours (i.e. 10:00 p.m. to 6:00 a.m.), the parks department must be contacted with sufficient time in advance of the event to determine if a special event application is required or if City Council approval is necessary.

(4) The city's police department is charged with the responsibility of supervising and maintaining law and order in city parks. In order to carry out this provision, officers of the police department shall have the authority to make any arrests for violation of any state law or city ordinance. In addition thereto, it is declared that a person commits an offense if he/she enters or remains in a city park, recreation area, or other designated park area, during hours other than those set out hereinabove, without written approval of the City Manager or the City Council, and the person:

(A) Had notice that the entry was forbidden; or

(B) Received notice to depart but failed to do so.

(5) For purposes of this subsection, "entry" means the intrusion of the entire body and "notice" means an oral, written, or demonstrative communication by: (A) the City Manager or his/her authorized designee(s) or a city police officer; (B) fencing, gate or other enclosure obviously designed to

exclude intruders during the closed hours; (C) signs posted to be reasonably likely to come to the attention of intruders. The director of public works and the park's superintendent are specifically authorized to control and regulate the use of the parks as the City Manager's designee.

- (6) For purposes of this article, streets and parking in city parks shall be treated the same as any other city streets, and shall be supervised and regulated by the police department in the same manner as all city streets. An individual sitting inside his/her vehicle shall be treated the same as any other individual in the park regardless of whether the vehicle is parked or is being driven.
- (7) Special items in city parks.
  - (A) Due to the special risks associated with the use of the items listed below an application requesting a special permit to allow the use, and proof of insurance in the amount of \$1,000,000 which names the city, and its officers, employees, volunteers, and officials as additionally insured, must be submitted to the parks department a minimum of three (3) business days (excluding holidays) prior to an event:
    - (i) Moonwalks, bouncy castles, or other inflatable play areas;
    - (ii) Climbing walls; and
    - (iii) Any other item which, at the discretion of the parks department and/or the City Manager, poses a unique safety concern.
  - (B) To avoid the potential removal of an item from the park during an event, it is advisable to notify the parks department of any specialty item a patron wishes to have at an event to confirm if insurance will be necessary.
- (8) Sale of food and drink in city parks. The sale of food and drink concessions in the city, including at the concession stand, is strictly prohibited without compliance with article 4.04 of this Code, including obtaining a vendor permit and certificate of health inspection, as well as any other applicable state and local permits and licensing.
- (9) The refusal of any person to carry out the orders and provisions of this subsection shall be deemed a misdemeanor, punishable by a fine as provided for in section 1.01.009 of this Code.
- (d) *Prohibited activities.*
  - (1) Horses and farm animals are strictly prohibited in city parks, unless permitted pursuant to a special events permit or approved by the parks department and the city council, as applicable, in advance of the use.
  - (2) Jumping, diving, wading into waterways. It is an offense and a violation of this subsection for any person to enter a river, stream or waterway by jumping, diving or doing any other dangerous act on or off any bank, bridge, street, highway, or appurtenance of publicly owned land, city park or public right-of-way. It shall likewise be illegal for any person to jump, dive or do any other dangerous act from trees, platforms, high banks, dams or other walkways to enter streams, rivers, or waterways along, over or a part of public property or public right-of-way, including in a city park.
  - (3) Inflatable, plastic or other types of portable pools.
  - (4) Slip-n-slides (exceptions may be made for individual "family" size slides, on approval by the city's parks department).
  - (5) Sprinklers (hoses may be used for cleaning purposes only).
  - (6) No feeding wildlife including waterfowl such as ducks or geese and all other indigenous species

native to the city.

(e) *Swimming or wading in Colorado River.*

(1) It is an offense and a violation of this subsection for any person, child or adult to enter, wade, swim, or engage in any aquatic activity in any portion of the Colorado River in the city parks.

(2) Exception: The public shall be allowed to enter the water while in the process of embarking or disembarking any boat, canoe or any other flotation device upon waters of the Colorado River.

(f) *Littering.* It shall be unlawful for any person to throw, deposit, place or drop loose paper, cans, bottles, sacks, boxes, cloth, waste materials, or any kind of rubbish on or alongside any roadway, body of water, playground or recreation area of all park land within the city limits.

(g) *Operation of vehicles.*

(1) *Prohibited areas.* It shall be unlawful for any person to drive any motor-driven vehicle into, along or across any grassy area of a city park which is owned, operated or maintained by the city except upon public roadways maintained by the city for the operation of such vehicles. No such vehicles shall be driven upon any hike-bike trail, footpath, or foot bridge spanning a creek or stream located therein. This subsection shall not apply to vehicles being used strictly for the purpose of loading and unloading freight therein or in the construction, maintenance or repair of said public parks, public playgrounds or public recreation areas which are owned or maintained by the city.

(2) *Speed limit.* It shall be unlawful for any person to operate any vehicle on any street, drive, roadway, or surface within any city park property at a speed greater than twenty (20) miles per hour.

(3) *Parking.* No person shall park a vehicle upon any public roadway, city-owned or -maintained park lands, public playground or public recreation area which is owned, operated or maintained by the city for the principal purpose of:

(A) Displaying such vehicle for sale;

(B) Washing, greasing, or repairing such vehicle, except repairs necessitated by an emergency.

(4) *Barricades authorized.* The parks board is hereby authorized and directed to install barricades at the designated locations to prohibit vehicle traffic on designated streets.

(h) *Alcoholic beverages.* Possession, use or consumption of any alcoholic beverage, as defined in the Texas Alcoholic Beverage Code, now or as amended, within the area of the city parks shall conform with the laws of the city and the state. For specific regulations related to the sale, possession and consumption of alcoholic beverages in Bastrop's public parks please refer to City Code, article 8.02, section 8.02.002, which provides additional information on this topic in addition to this general requirement to conform to all laws and codes.

(i) *Destruction of trees and plants.* It shall be unlawful for any person to willfully pick, pull, pull up, tear up, dig up or out, mutilate, break, bruise, injure, burn, remove, carry away, or destroy any tree, shrub, plant, vine, flower, moss, foliage, berries, fruit, grass, turf, humus, cones, or dead or downed wood, except by written approval issued by the parks board for scientific or educational purposes.

(j) *Glass containers.* It shall be considered a misdemeanor offense for anyone to exhibit, use, carry, or dispose of glass beverage containers in all city parks which have adjacent areas by rivers, lakes, and streams within the city limits.

(k) *Weapons, firewood or dangerous items.* The use or display of any weapons, firearms, knives, firewood or any other dangerous item is prohibited without prior written consent of the parks board, unless

otherwise permitted by applicable state law(s).

(1995 Code, § 1.1302; Ord. No. 2010-13, 6-8-10; Ord. No. 2013-18, pt. 1, 10-8-13; Ord. No. 2016-06, pt. 1, 3-22-16; Ord. No. 2016-07, pt. 1, 4-12-16)

Sec. 1.10.003 - Commercial use of parks.

(a) *Definitions:*

- (1) *Commercial use.* A use which is undertaken for a business purpose and for which a fee is collected. This definition specifically includes organized adult and youth sports leagues, teams, or groups where "fees" or "dues" are collected in order to participate in an activity and nonmembers are prohibited from joining the activity.
- (2) *Non-commercial use.* A use which is undertaken for a recreational purpose with no intention to gain commercial advantage and/or monetary compensation. The participation of patrons are not required to pay "dues" or "fees" while participating in a organized program, such as sports leagues, teams, or groups.
- (3) *General course/class.* A class that meets regularly for a certain specific period of time which is organized for the purpose of teaching individuals and/or their pets a hobby, skill, or for other enjoyment or exercise and for which the owner or operator is paid a fee or for which "dues" are collected, including dog (or other pet) training classes.

(b) *Permit required.* Persons or entities shall not conduct the commercial sale or offer to sell any item nor render or offer to render any commercial service for hire, including coaching or organizing a commercial sports event, at any park or other location in the city without obtaining a reservation and a commercial use permit properly issued by the city's parks department. Examples of activities or services in city parks which may qualify as commercial uses include boot camps, yoga, dog training, organized adult sports leagues, fitness professionals, meditation groups, and running clubs.

(c) *Fees and deposits.*

- (1) The parks department reserves the right to increase any fees, deposits or insurance, or to require additional assurances in the event an activity poses a unique safety concern or would be detrimental to the park or the citizens of the city. See section A1.10.002 of the fee schedule in Appendix A of this Code for information regarding city fees and deposits for commercial uses.
- (2) All fees and reservations for commercial uses shall be made through the parks department. Fees and security deposits shall be made only by cash or check. Once the applicable fee and deposit is paid, a permit to conduct the requested activity, class or course will be issued. A failure to comply with any of the terms set forth herein will subject the applicant to loss of the deposit.
- (3) Additional information regarding refunds of fees and deposits for commercial uses shall be as stated in section 1.10.002(b)(8).

(d) *Waitlist for commercial use and other restrictions.*

- (1) The parks department shall maintain a "waitlist" of individuals or entities who wish to use the city parks for a commercial use. The maximum amount of time an applicant may continuously reserve space in a city park for a commercial use, as shown on the permit received by the parks department, is ten (10) weeks per six (6) months. Once the ten (10) weeks has been utilized, and six (6) months have passed, the applicant may notify the parks department that he/she would like to be

placed back on the waitlist to apply for an additional ten-week period. At the discretion of the parks department, if there is no other individuals on the wait list, an applicant may immediately renew their ten (10) weeks of commercial use.

- (2) The maximum number of patrons who may utilize Fisherman's Park at one time for a commercial use is five hundred (500). The maximum number of individuals who may utilize Bob Bryant Park for a commercial use at any one time is five hundred (500). The maximum number of individuals who may utilize Hunter's Crossing Park for a commercial use at any time is two hundred fifty (250). For purposes of calculating the restrictions set forth herein, a patron shall include all individuals attending the event including, as applicable, players, participants, guests, children, spectators, coaches, relatives, family, friends, and parents.
  - (3) The City Council shall have the right to vary the above restrictions in its discretion when in the best interest of the city and its citizens.
- (e) *Location and time of certain activities restricted.*
- (1) Dog trainers who use the park for commercial use purposes are prohibited from using any area other than the Bark Park located on Grady Tuck Avenue to conduct training classes.
  - (2) Unless otherwise stated herein, commercial use of a city park is restricted to the hours from 6:00 a.m. to 10:00 p.m. specific written permission must be secured from the parks board, for additional hours.
- (f) *Insurance.* The individual or entity involved in a commercial use of the park shall provide proof of insurance to the city in the amount of \$250,000 which names the city, and its officers, employees, volunteers and officials as additionally insured. Proof of insurance must be received by the parks department prior to the issuance of a commercial use permit.

(Ord. No. 2013-18, pt. 2, 10-8-13; Ord. No. 2016-06, pt. 1, 3-22-16)



# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 5B

**TITLE:**

Review Revised Application for Boards & Commissions

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager

**BACKGROUND/HISTORY:**

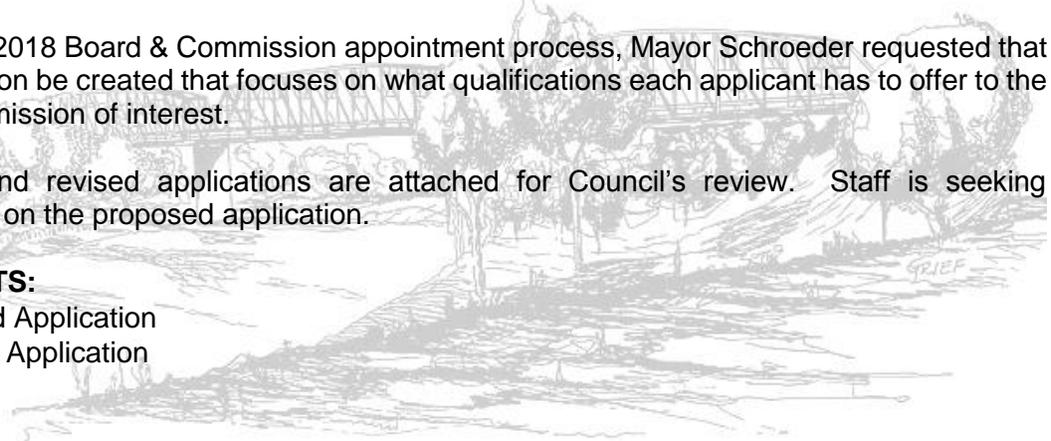
**Work Plan Item OE#22: *Revise the City's Boards & Commissions' Application.***

During the FY 2018 Board & Commission appointment process, Mayor Schroeder requested that a new application be created that focuses on what qualifications each applicant has to offer to the Board or Commission of interest.

The current and revised applications are attached for Council's review. Staff is seeking input/feedback on the proposed application.

**ATTACHMENTS:**

- Revised Application
- Current Application





Last Name: \_\_\_\_\_

<p><b>Board Choice #1:</b></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <p>Why are you interested in being appointed to this board/commission?</p>  <p>What other knowledge, experience, or education do you have that is applicable to this board/commission function?</p>  <p>What do you believe will be your most significant contribution to this board/commission?</p>	<p><b>Board Choice #2:</b></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <p>Why are you interested in being appointed to this board/commission?</p>  <p>What other knowledge, experience, or education do you have that is applicable to this board/commission function?</p>  <p>What do you believe will be your most significant contribution to this board/commission?</p>	<p><b>Board Choice #3:</b></p> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> <p>Why are you interested in being appointed to this board/commission?</p>  <p>What other knowledge, experience, or education do you have that is applicable to this board/commission function?</p>  <p>What do you believe will be your most significant contribution to this board/commission?</p>
--	--	--

**Select the eligibility criteria below that corresponds with your experience for the three (3) chosen boards, as listed above. (Terms are for 3 years unless otherwise noted)**

<p><b>Bastrop Art in Public Places</b>  <input type="checkbox"/> Resident   <input type="checkbox"/> Live in ETJ   <input type="checkbox"/> Non-Resident with Exceptional Expertise in Art</p> <p><b>Fairview Cemetery Advisory Board</b>  <input type="checkbox"/> Resident   <input type="checkbox"/> Live in ETJ   <input type="checkbox"/> Own Cemetery Plot(s) in Fairview Cemetery</p> <p><b>Construction Standards Board of Adjustment and Appeals (2 Year Terms)</b>  <input type="checkbox"/> Resident   <input type="checkbox"/> Live in ETJ   <input type="checkbox"/> Plumbing Contracting   <input type="checkbox"/> Electrical Contracting   <input type="checkbox"/> General Contractor   <input type="checkbox"/> Fire Protection   <input type="checkbox"/> Architect, Engineer, or Design Professional   <input type="checkbox"/> Builder</p> <p><b>Bastrop Economic Development Corporation</b>  <input type="checkbox"/> Management or Executive   <input type="checkbox"/> Financial or Business Evaluation Experience  <input type="checkbox"/> Economic Development Experience</p> <p><b>Ethics Commission</b>  <input type="checkbox"/> Resident   <input type="checkbox"/> Live in ETJ</p>	<p><b>Historic Landmark Commission</b>  <input type="checkbox"/> Resident   <input type="checkbox"/> Live in ETJ   <input type="checkbox"/> Architect, Planner, Design Professional  <input type="checkbox"/> County Historical Society Rep.   <input type="checkbox"/> Licensed Real Estate Professional  <input type="checkbox"/> Owner of Historic Residential Structure or Property   <input type="checkbox"/> Owner of Historic Commercial Structure or Property   <input type="checkbox"/> Member of Planning &amp; Zoning Commission  <input type="checkbox"/> Resident</p> <p><b>Hunters Crossing Local Government Corporation Board</b>  <input type="checkbox"/> Resident in Hunters Crossing Subdivision   <input type="checkbox"/> Commercial Business Representative located in Hunters Crossing   <input type="checkbox"/> Resident   <input type="checkbox"/> Live in ETJ</p> <p><b>Bastrop Housing Authority</b>  <input type="checkbox"/> Resident   <input type="checkbox"/> Live in Public Housing   <input type="checkbox"/> Live in ETJ within 5 miles of City Limits</p> <p><b>Library Board</b>  <input type="checkbox"/> Resident  <input type="checkbox"/> County Representative &amp; Reside in Bastrop Independent School District</p>	<p><b>Main Street Advisory Board (2 Year Terms)*</b>  *Recommendations for Board Appointments made by Main Street Advisory Board of Directors</p> <p><b>Parks Board/Public Tree Advisory Board</b>  <input type="checkbox"/> Resident   <input type="checkbox"/> Live in ETJ within Bastrop Independent School District</p> <p><b>Planning &amp; Zoning Commission</b>  <input type="checkbox"/> Resident &amp; Registered Voter</p> <p><b>Youth Advisory Council*</b>  *Must apply through Bastrop Independent School District using their application and appointment process</p> <p><b>Zoning Board of Adjustments (2 Year Terms)</b>  <input type="checkbox"/> Resident &amp; Registered Voter</p>
---	---	--



# CITY OF BASTROP

City Secretary's Office  
 1311 Chestnut Street  
 Bastrop, Texas 78602  
 (512) 332-8800  
<http://www.cityofbastrop.org>

## Application for City Board/Commission/Committee Please Print or Type Clearly.

New Appointment:

Request for Re-Appointment:

### SECTION A: APPLICANT INFORMATION

Last Name		First	Middle
Street Address		Mailing Address	
Apt/Unit #	City	State	ZIP Code
Phone ( ) -		E-mail Address	
Date Available	I have lived in Bastrop	years.	Place of Employment
Have you filed an application here before? YES <input type="checkbox"/> NO <input type="checkbox"/>		If so, when?	
Have you ever been convicted of a crime? YES <input type="checkbox"/> NO <input type="checkbox"/>		If so, when?	
Do you reside within the City Limits of Bastrop? YES <input type="checkbox"/> NO <input type="checkbox"/>		Currently Employed YES <input type="checkbox"/> NO <input type="checkbox"/>	

**Note: Various boards, commissions and committees of the City either allow for or require appointments of persons who reside in the County, the City's Extra Territorial Jurisdiction, and/or the Bastrop Independent School District. For more information on this, please refer to the Articles of Incorporation or By Laws of the entities of interest. The City Secretary is able to assist in obtaining copies of the By-Laws, upon request.**

### SECTION B: REFERENCES

Please list three professional references.

Full Name	Relationship
Company	Phone ( ) -
Full Name	Relationship
Company	Phone ( ) -
Full Name	Relationship
Company	Phone ( ) -

### SECTION C: ADDITIONAL INFORMATION

Do you currently serve on any other boards, commissions, or committees? Please list any below:

What qualifies you to serve on the board(s) you are applying for?

Why do you want to serve on the board(s) you are applying for?

**SECTION D: BOARDS/COMMISSIONS/COMMITTEES**

Please indicate the Boards, Commissions or Committees you are interested in serving. List choice by numerical order. Example: 1 first choice, 2 is second choice.

Bastrop Parks Board	Bastrop Economic Development Corporation	Bastrop Housing Authority
Planning and Zoning Commission	Board of Adjustment	Construction Standards Board of Adjustments
Main Street Advisory Board	Fairview Cemetery Advisory Board	Art in Public Places Board
Hunters Crossing Local Government Corporation Board	Ethics Commission Board	
Bastrop Library Board ( <input type="checkbox"/> City Resident / <input type="checkbox"/> BISD Area Resident)		Other:
Historic Landmark Commission	*Please indicate which position(s) you are qualified to serve under. <input type="checkbox"/> Architect, Planner, Designer <input type="checkbox"/> Licensed Real Estate Professional <input type="checkbox"/> Own Commercial Historic Structure/Property <input type="checkbox"/> Own Residential Historic Structure/Property <input type="checkbox"/> General Resident of City of Bastrop <input type="checkbox"/> Planning and Zoning Member <input type="checkbox"/> Bastrop County Historic Society Member	

**DISCLAIMER AND SIGNATURE**

- It is understood and agreed upon that any misrepresentation by me on this application will be sufficient cause for cancellation of this application and/or separation from the board/commission/committee.
- I give the City of Bastrop the right to investigate all references and to secure additional information about me, if related. I hereby release from liability the City of Bastrop and its representatives for seeking such information and all other persons, corporations or organizations for furnishing such information.
- This application is kept on active file at the City Secretary's Office for 1 year. At the conclusion of this time, if I have not heard from the City Secretary and still wish to be considered for a board/commission/committee, it will be necessary to fill out a new application.
- I understand that just as I am free to resign at any time, the City of Bastrop reserves the right to terminate my status as member at any time, with or without cause and without prior notice. I understand that no representative of the City of Bastrop has the authority to make any assurances to the contrary.
- I understand it is the City of Bastrop's policy not to refuse to hire a qualified individual with a disability because of this person's need for an accommodation that would be required by the ADA.
- I agree to participate and complete any required training the city deems necessary, such as Open Meetings Act training, as a condition of my board service, and I agree to submit a copy of completion documentation on file with the City Secretary.
- If selected, I agree to adhere to the City of Bastrop's Ethics Ordinance and to represent the City's business ethically at all times.

Signature	Date
-----------	------

**WRITTEN NOTICE**

A copy of the appropriate Potential Conflict of Interest Disclosure Form must be attached. A complete application with original signature must be submitted by mail or in person to:

City of Bastrop, TX  
 City Secretary's Office  
 1311 Chestnut Street  
 Bastrop, Texas 78602

**OFFICE USE ONLY**

Date Application Received:		Application Received by:	
Position Appointed:		Date Appointed:	
Term Starts:		Term Expires:	



# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 6A

**TITLE:**

Receive presentation and update on the Bastrop 1832 Farmer's Market

**STAFF REPRESENTATIVE:**

Sarah E. O'Brien, Hospitality & Downtown Director

**BACKGROUND/HISTORY:**

On June 28, 2016, Bastrop City Council granted to the Bastrop 1832 Farmers Market a six-month extension of a lease agreement for use of 1302 Chestnut Street, adjacent to the Bastrop Convention and Exhibit Center. The Main Street Program Director was concurrently charged with working with "1832" on developing and implementing a business plan that would yield a flourishing market, with increased vendor participation and an increased customer base. Last summer, the 1832 Board of Directors hired a new market manager and increased board participation, including placing the Bastrop Main Street Program Director on the board as a voting member. The market has increased vendor participation, marketing, programming and community support through their business plan development.

Council also instructed the Main Street Program Director to develop a business plan for use by others at other times/days. That request was consistent with a February 9, 2016, Council resolution instructing the City Manager to develop a vendor and lease program for short-term use for social, civic, business or personal uses deemed appropriate by the City Manager. Staff also explored highest and best use of the lot while exploring options for the business plan for a multi-use site. During our research, it was discovered that significant improvements would have to be made to the property before it can be leased out for other uses. There is currently no funding mechanism in place for such improvements.

On August 8th, 2017 the Bastrop City Council approved a new property use agreement between the 1832 Farmer's Market and the City of Bastrop for the property at 1302 Chestnut. The new agreement defined 1832's use of the lot on Saturday and Tuesdays for use as a Farmer's Market, and not as an exclusive user. This allows other interested parties to approach the City of Bastrop for property use agreements for the property on other days while not in use as a Farmer's Market. The new agreement transferred utility payments and maintenance responsibilities to the City in exchange for a monthly lease payment of \$300 per month. The agreement is set to automatically renew on August 15th, 2018 and may be terminated by either party with 120 days' notice.

**POLICY EXPLANATION:**

The Bastrop 1832 Farmer's Market began works with the Bastrop Main Street Program on development and implementation of their business plan, designed to increase vendor participation, marketing and public relations efforts and community outreach. Staff is providing an update on the groups progress since the property use agreement was approved in August 2017.

Resolution R-2017-60 approved the current Property Use Agreement.

The Council's Focus Areas of Uniquely Bastrop and Economic Vitality and COMP Plan 2036 8.1.4 tie directly to the availability of a community Farmer's Market with programming for our visitors and residents to benefit from.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Provide any feedback to the 1832 Farmer's Market Board of Directors and City Staff regarding market progress and future operations.

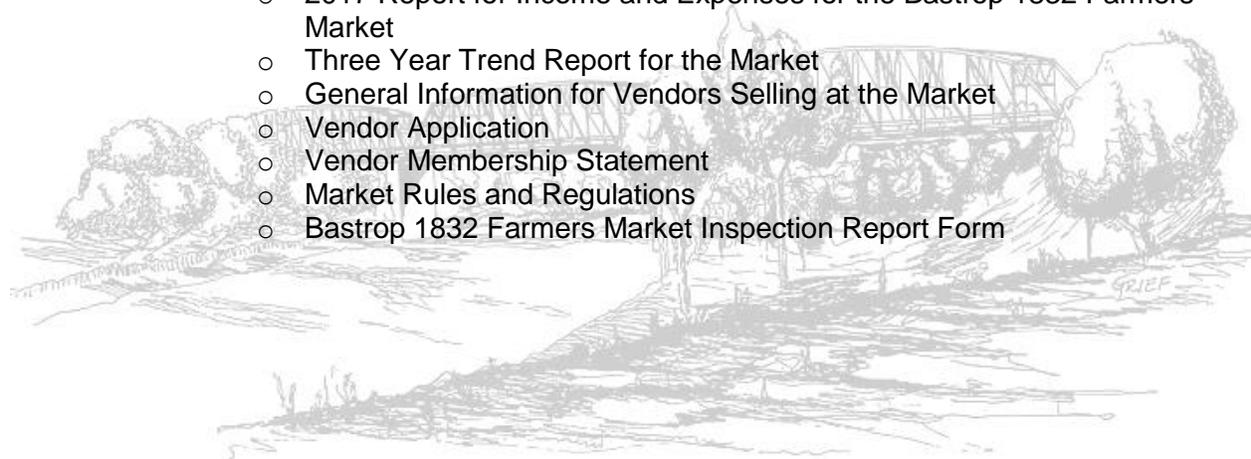
**ATTACHMENTS:**

#1 Property Use Agreement for 1302 Chestnut

#2 R-2017-60

#3 June 2018 Bastrop 1832 Farmer's Market Letter & Documentation to the City of Bastrop including:

- 2018-2019 Bastrop 1832 Farmers Market Business Plan
- 2017 Report for Income and Expenses for the Bastrop 1832 Farmers Market
- Three Year Trend Report for the Market
- General Information for Vendors Selling at the Market
- Vendor Application
- Vendor Membership Statement
- Market Rules and Regulations
- Bastrop 1832 Farmers Market Inspection Report Form





**Bastrop 1832 Farmers Market**  
1302 Chestnut St. Bastrop, TX  
[www.bastrop1832farmersmarket.org](http://www.bastrop1832farmersmarket.org)

**Robert Fajkus**  
Market Manager  
Bastrop 1832 Farmers Market  
512-237-0553

**Dolores Svoboda Leeper**  
Secretary/Treasurer  
Bastrop 1832 Farmers Market  
512-360-4502

September 18, 2017

Corporate Office location:

**Bastrop 1832 Farmers Market**  
c/o Dolores Svoboda Leeper  
145 Easley Rd.  
Smithville, TX 78957

## PROPERTY USE AGREEMENT

THE STATE OF TEXAS  
COUNTY OF BASTROP

**THIS PROPERTY USE AGREEMENT** (“the agreement”) made this 14<sup>th</sup> day of June, 2017, by and between the **CITY OF BASTROP, TEXAS**, a municipal corporation, hereinafter referred to as “City” and **BASTROP 1832 FARMER’S MARKET**, a Texas nonprofit corporation, hereinafter referred to as “1832.”

**WHEREAS**, the City is the owner of certain property as shown on the map attached as Exhibit “A” (“the Property”); and

**WHEREAS**, 1832 desires to use the property for conducting and operating a Farmer’s Market; and

**WHEREAS**, having a farmer’s market in the Main Street Program Area benefits the public and fulfills one of the goals/objective of the City of Bastrop Main Street Program and Culinary District;

**WHEREAS**, the 1832 Farmer’s Market agrees to pay the City of Bastrop \$300 per month for use of the lot;

**NOW, THEREFORE**, in consideration of the recitals and mutual covenants and agreements contained herein, the parties hereto agree as follows:

### ARTICLE 1

#### PREMISES AND PRIVILEGES

For and in consideration of the terms, conditions and covenants of this Agreement to be performed by 1832, all of which 1832 accepts, City hereby authorizes and permits 1832 to use the Property for conducting and operating a Saturday morning Farmer’s Market and a weekly Farmer’s Market on Tuesday afternoon. The portion of the Property shown on Exhibit “A” which is outlined in yellow shall be the location where the farmers market will be operated. This agreement shall not be deemed to be a lease or deemed to grant any estate or interest in land.

### ARTICLE 2

#### TERM

The term of this Agreement shall be for a period of one year, beginning on August 15th, 2017, and ending on August 15th, 2018. Notwithstanding the foregoing provision or any other provision of this Agreement, either the City or the 1832 may terminate this Agreement by giving written notice to the other party at least 90 days prior to the date of such termination.

**ARTICLE 3**

**OBLIGATIONS OF 1832**

- A. **CONDITION OF PREMISES:** 1832 accepts the condition of the Property in its condition as of the date of this Agreement in accordance with terms of this Agreement .
- B. **USE OF PROPERTY:** 1832 shall use the property only for conducting and operating a Farmer’s market. 1832 shall have the right to operate the farmers market on the Property on the following days and times during the term of this Agreement:
  - Saturday’s 8 a.m. to 3 p.m.
  - Tuesday’s 1 to 7 p.m.
  - Special Holiday Markets and special events as permitted by the Main Street Director

1832 will operate the farmers market as set forth in their by-laws and Vendor Rules & Regulations attached as exhibit B.

- C. **DAMAGES TO THE PROPERTY:** 1832 shall not construct or permit any permanent or additional buildings or structure to be located on the Property, nor shall they make any alterations to existing structures without written permission from the City. Any temporary structures anchored and/or attached to the Property shall be pre-approved through the City of Bastrop, in conjunction with the Development Office.
- D. **TRASH, GARBAGE AND UTILITIES:** 1832 shall dispose of all trash, garbage, and other refuse caused because of the operation of the farmer’s market at the end of each day of farmer’s market operations in a dumpster provided by the city or its contractor which is adequate for such disposal. The city will provide a dumpster on site and be responsible for any fees associated with emptying said dumpster. The City is responsible for electric, sewer, and water utility fees.
- E. The City will perform ordinary maintenance such as landscaping.
- F. **COMPLIANCE WITH LAWS:** 1832 shall always comply with all applicable federal, state and municipal laws, ordinances, standards, codes and other regularly measure now in existence, or, as may be hereafter modified or amended in regards to operating a farmer’s market.
- G. **WASTE AND NUISANCE PROHIBITED:** 1832 shall not commit, or suffer to be committed, any waste on the PROPERTY, nor shall 1832 maintain, commit, or permit the maintenance or commission of any nuisance on the Property.
- H. **STORAGE:** 1832 may not leave any property inside the Farmer’s Market shed in the event the City allows another user access to the property. 1832 shall have access to the storage shed onsite.

**ARTICLE 4**

**INSURANCE**

- A. 1832 shall obtain and maintain in full force and effect for the duration of this Agreement, at 1832’s sole expense, insurance coverage written on an occurrence basis in the following types and amounts:

<b>Type</b>	<b>Amount</b>
-------------	---------------

Comprehensive General Liability

For Bodily Injury

\$250,000 per occurrence

Including:

\$500,000 General Aggregate, or its  
equivalent in Umbrella or Excess

- Premises/Operations
- Personal & Advertising Injury
- Explosion, Collapse, Underground
- Broad form property damage, to include fire legal liability

For Property Damage

\$1,000,000 per occurrence &

\$100,000 aggregate

B. Term of Policy. The required coverage must remain in effect for the effective period.

C. Proof of Insurance Required.

1. Examination & Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form or protection and insurance company.
2. When to submit: Within ten (10) days after execution of this Agreement, 1832 shall furnish to the Main Street Director originals of completed certificates of insurance, policy endorsements, exclusion, and/or relevant extracts from the insurance policy, or copies of the policies, plainly and clearly evidencing such insurance. Thereafter new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement or policy.
3. Insurers. 1832 shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas and satisfactory to the City.
4. Additional Insured. The City, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insured.
5. Other-Insurance Endorsements. Where the City is an additional insured shown on the policy, there shall be a provision or endorsement stating that any "other insurance" clause shall not apply to the City.
6. Agent Information. The certificates must be completed by an agent authorized to bind the named underwriter and their company to the coverage, limits and termination provisions shown thereon, contacting all required information referenced or indicated thereon. The original certificate or form must have the agents original signature, including the signer's company affiliation, title and phone number and be mailed directly from the agent to the City.
7. Notice of Cancellation, Non-renewal, Material Change. When there is a cancellation, non-renewal, or material change in coverage which is not made pursuant to a request by the City, 1832 shall notify the City of such and shall give such notices not less than thirty (30) days prior to the change, if 1832 knows of said change in advance, or ten (10) days' notice after the change if 1832 did not know of the change in advance. Such notice must be accompanied by a replacement certificate of

insurance, policy endorsements, exclusion, and/or relevant extracts from the insurance policy.

#### ARTICLE 5

##### RETENTION OF RIGHTS BY CITY & MAINTENANCE

The City hereby retains the right of access on, over and across the Property for itself, the public and reserves the right to allow use of the property on other days not assigned to 1832. The City also retains the right to access the property for necessary maintenance, replacement, relocation, repair and all other rights incidental to and necessary in connection with any utility lines or facilities which may be located on or under the Property. The City will perform all ordinary maintenance related to the Property.

#### ARTICLE 6

##### DAMAGES RELATED TO ITEMS LEFT ON CITY PROPERTY

Items will be removed with the notice of another event on the property when 1832 is not using the property, and stored in the Metal Building adjacent to the market venue. 1832 will be given a two-week notice to remove items prior to another special event. The City and 1832 agree that the City shall not be responsible or liable for any damages resulting from the loss of theft of, or damage to, temporary structures, equipment, accessories, materials or other items of personal property left on the Property when the farmers market is not in session.

#### ARTICLE 7

##### ASSIGNMENT

1832 shall not assign this agreement without the prior consent of the City in writing. 1832 shall not enter any agreement to allow any third party to use the Property other than the vendors participating in the farmers' market, special holiday markets and special events as permitted by the Main Street Director.

#### ARTICLE 8

##### TERMINATION AND CANCELLATION OF AGREEMENT

- A. Termination. This agreement shall automatically renew every twelve months unless termination is brought forth by either party at the end of the full term
- B. Termination by City Due to Default. This agreement shall be subject to termination by City in the event 1832 shall default in the performance of any of the covenants or conditions required herein to be kept and performed by 1832 and such default

continues for a period of ten (10) days after the receipt of written notice from City of said default. In such event, City may take immediate possession of the Property. Upon said entry this Agreement shall terminate.

Failure of City to declare this Agreement terminated upon the default of 1832 shall not operate to bar or waive the right of City to terminate this Agreement because of any subsequent violation of the terms hereof.

- C. Termination by either party. Either the City or 1832 may terminate this Agreement by giving written notice to the other party at least 120 days prior to the date of such termination.
- D. 1832's Requirements upon Termination. Upon termination of this Agreement, 1832 shall, within five (5) days and at 1832's sole cost and expense, remove all temporary structures, equipment, and materials brought to the Property by 1832 or any farmers market vendors from the Property and restore said Property as nearly as practicable to its condition prior to the granting of this Agreement, normal wear and tear due to the passage of time excepted.

## ARTICLE 9

### GENERAL PROVISIONS

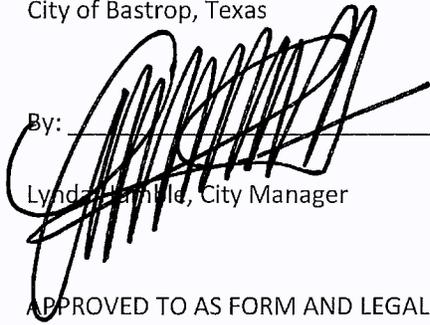
- A. Attorney's Fees. In any action brought for the enforcement of the obligations hereunder, the prevailing party shall be entitled to recover interest and reasonable attorney's fees.
- B. Misrepresentation. All terms and conditions with respect to this Agreement are expressly contained herein, and each party agrees that no representative or agent of the other party has made any representation or promise with respect to this Agreement not expressly contained herein.
- C. Paragraph Headings. The paragraph headings contained herein are for convenience and reference are not intended to define or limit the scope of any provision of this Agreement.
- D. Notices. Notices to City provided herein shall be sufficient if sent by certified mail, postage prepaid, address to:  
The City of Bastrop, ATTN : Main Street Program Director  
1311 Chestnut Street  
Bastrop, TX 78602  
  
Notices to 1832 if sent by certified mail, postage prepaid, addressed to:  
  
Bastrop 1832 Farmer's Market  
  
ATTN President
- E. Choice of Law and Venue. This Agreement is made and entered in Bastrop, Bastrop County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas and the venue of any suits arising hereunder shall be Bastrop County, Texas.
- F. Entire Agreement Amendment: This Agreement including all exhibits constitutes the full and entire understanding and agreement between the parties and supersedes any prior or

contemporaneous written or oral agreements between the parties. This Agreement may not be amended except by a written instrument signed by both parties.

- G. Rights and Remedies Cumulative: The rights and remedies provided by this Agreement are cumulative; and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. The rights and remedies provided in this Agreement are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
- H. Agreement Approval: Each party represents and warrants that all necessary approvals for this Agreement have been obtained, and the persons whose signatures appear below have the authority necessary to execute this Agreement on behalf of the parties indicated.

IN WITNESS, WHEREOF, the parties to this Agreement have hereunto set their hands in duplicate on the date and year first above written.

City of Bastrop, Texas

By:   
Lynda Lankle, City Manager

APPROVED TO AS FORM AND LEGALITY

\_\_\_\_\_  
Joseph J. Gorfida, Jr. , City Attorney

Bastrop 1832 Farmer's Market

By:   
President, Jeff Long

SEP 18 2017

**RESOLUTION NO. R-2017-60**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROPERTY USE  
AGREEMENT WITH THE BASTROP 1832 FARMERS MARKET FOR THE  
PROPERTY LOCATED AT 1302 CHESTNUT.**

**WHEREAS**, the City owns the property located at 1302 Chestnut;

**WHEREAS**, the Bastrop 1832 Farmer's Market has spent the last 12 months working with the Bastrop Main Street Program developing and implementing a business plan to increase vendor participation, marketing and public relations efforts, and community outreach

**WHEREAS**, 1832 desires to continue to use the property for conducting and operating a community Farmer's Market;

**WHEREAS**, having a farmer's market in the Main Street Program area benefits the public and fulfills one of the goals/objectives of the City of Bastrop Main Street Program and culinary District;

**WHEREAS**, it is in the best interest of the City of Bastrop to continue to allow the 1832 Farmer's Market to utilize the property to promote the local food movement;

**WHEREAS**, the Bastrop 1832 Farmer's Market allows the Bastrop Main Street Director to sit as a voting member of their board to allow the continued development of the market for the community;

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

**Section 1:** The City Manager is authorized to execute the Property Use Agreement with the 1832 Farmer's Market.

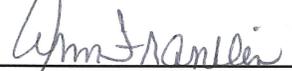
**Section 2:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 8<sup>th</sup> day of August, 2017.

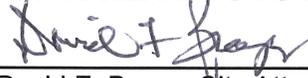
**APPROVED:**

  
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
David F. Bragg, City Attorney

## **Value of Lease and Rental at the 1302 Chestnut Street location**

The Bastrop 1832 Farmers Market appreciates the City of Bastrop for approving our lease agreement at the 1302 Chestnut Street location, and welcoming and working with the Market.

The past year has been a year of transition and growth for the Market, for that we thank you. We are grateful to have Sarah O'Brien, Director, Mainstreet Program on our team, and we appreciate her continued support and guidance.

We are happy to announce that vendor participation has increased from 2016-2017 and continues to grow. Our new vendors have brought a wider range of produce for our Bastrop customers, as well as new products.

There has been a significant increase in customers from the community and surrounding area who shop at the Market, many of whom have become regular customers, who have conveyed nothing but praise for the Market. Vendor sales have increased from \$223,817 to \$237,040.

We are pleased to be a contributor to the Bastrop community, and have recently celebrated our tenth anniversary as a Farmers market. Our hope is to continue at the current location well into the future as a landmark destination for Bastrop County.

For your convenience, please find attached:

- 2018-2019 Bastrop 1832 Farmers Market Business Plan
- 2017 Report for Income and Expenses for the Bastrop 1832 Farmers Market
- Three Year Trend Report for the Market
- General Information for Vendors Selling at the Market
- Vendor Application
- Vendor Membership Statement
- Market Rules and Regulations
- Bastrop 1832 Farmers Market Inspection Report Form

NOTE: The Market is currently updating our Bi-Laws

# Business Plan for Bastrop 1832 Farmers Market 2018-2019

**Vision:** To be Bastrop's landmark destination for fresh, local food!

**Mission:**

To provide Bastrop, Texas and the surrounding region with locally grown foods and farm products in a direct farm-to-consumer Marketing venue that will serve diverse populations, preserve and promote regional agriculture and improve the quality of life in the greater Bastrop area.

**Goals:**

Continue to increase number of vendors by 25%  
Increase total vendor sales by 10% over 2017 figures  
Increase number of customers by 20%  
Increase community outreach (See list below)

**Plans for making goals happen:**

- Category targets: 60% agriculture, 30% value added, 10% arts/crafts
- Recruit more vendors through newsletters, websites, Face Book, flyers, contact Extension offices, etc.
- Current vendors increase offerings
- Offers vendor education for best practices to increase vendor sales
- Recruit and contract musicians to play Saturday mornings at the Market
  - Music grant from the Main Street Program to help defray costs
- Contact food pantries about Market events and SNAP benefits accepted at Market
- Continue to invite Bastrop County Master Gardeners Association to be a recurring guest at the Market to discuss gardening techniques
- Promote special classes to discuss nature topics such as butterfly gardening, and herb planting and uses
- Invite health-oriented businesses to speak at the Market to acquaint customers with their products
- Provide a suggestion box for vendors and customers to make suggestions and vote on various Market topics:
  - Conduct a customer survey to determine what they would like added to the Market.
  - Include demographic sheet/information regarding miles driven to Market, frequency of visits, etc.
  - Do a weekly head count for customers coming to Market
- Continue annual October soup cook off by Bastrop CATS
- Pet adoptions, as coordinated throughout the year
- Continue to invite non-profits such as firefighters, and veteran's groups for fund raising
- Invite local restaurant chefs to visit the Market, select items to feature in specially featured local menu items. Send invites to restaurants listed in Culinary District membership.
- Offer free use of porch for events when we are not holding Market. Continue coordination with City to schedule any events.
- Continue to hold Gift certificate drawings to reward customers and new visitors and add names to mailing list.

- Continue to print Market brochures for distribution in Bastrop area: hotels, tourist bureau, downtown businesses, and others.
- Continue regular emails and advertising in various outlets informing customers what is in season at the Market, the addition of new vendors, new products, etc.
- Offer a tote bag for purchase.
- Continue to keep chalkboard posted with featured produce and other items at the front of building
- Continue to partner with non-profits, such a Bastrop County Emergency Food Pantry for fund raisers
- Sponsor Art and Health events
- Continue to reach out to community partners for new ideas and energy for Market growth
- Continue to invite local chefs for cooking demos
- Set up Market Today signs around town on Saturday mornings
- Improve Market grounds with suggestions from vendors, i.e. adding Cistern/tower to front of grounds, painting facility, and others
  - Improvement grant from the Main Street Program for updating and remodeling the front on the Market space

### **Market Slogans:**

- Fresh, Healthy, Local – Shop Bastrop 1832 Farmers Market
- Keep your dollars local – Shop Bastrop 1832 Farmers Market
- Bastrop 1832 Farmers Market – Get Fresh, Get Healthy, Get Local!

### **Community Outreach:**

Bastrop Sustainable Agricultural Community (BSAC), a non-profit 501 (C) 3 Corporation DBA the Bastrop 1832 Farmers Market also contributes to a number of community causes:

- Accepts the Texas Lone Star Card program at Market to help feed our hungry neighbors
- Supports the Bastrop Country Emergency Food Pantry with food collections and monetary donations
- Supports the Bastrop County Animal Shelter through food, monetary donations, and adoption events at Market several times a year
- Supports Bastrop Cats Anonymous TRN Society with Cat Adoption and & fund-raising events
- Advertises for and provides donations to other non-profits to help Bastrop County, including the victims of the CASA, The Empty Bowl Project, and other areas
- Sponsors Arts and Crafts events on Market grounds
- Provides monthly cooking demonstrations featuring seasonal vegetables to show customers how to prepare fresh vegetables with samples and recipes
- Provides free literature for eating healthy and gardening concerns

**Business Memberships include:**

- Bastrop Chamber of Commerce
- Smithville Chamber of Commerce
- Texas Department of Agriculture Certified Farmers Market
- Texas Department of Agriculture Go Texan Program
- Texas Farmers Markets Association
- Farm & Ranch Freedom Association

**Local Advertising includes:**

- KOA Magazine
- The Bastropian
- Healing River Alliance
- Bastrop Chamber of Commerce (business listing)
- Smithville Chamber of Commerce (business listing)
- Facebook and Facebook Groups

**Media outlets include:**

- Market website: <http://www.bastrop1832farmersmarket.org/>
- Facebook and Facebook groups
- Pinterest
- Adding Instagram in June

**2017 Report of Income & Expense Bastrop 1832 Farmers Market**

<b>Income</b>			
Membership Dues	\$1,880		
Booth Fees	\$12,587		
Beverage sales	\$300		
Grants	\$1,000		
Freezer fees	\$180 applied to utility		
<b>Total income</b>	<b>\$15,947</b>		
<b>Expenses</b>			
Rent or Utilities	\$2592		Paid both during year at different times
Advertising	\$3164		Face Book, Map Bastropian, etc.
Association Dues	\$529		Chambers of commerce, FARFA, TCFMA
Contract labor	\$3220		
Supplies & repairs	\$2481		
Insurance	\$255		
Donations made	\$925 cash + Gift Certificates for Dinner on Main		Pantry, animal shelter, CATS, Dinner on Main, CASA
Property tax	\$44		
Live music	\$75		
Coupons, gift certificates	\$188		
Web site	\$393		
SNAP expense	\$26		For Lone Star sales of \$1274
<b>Total expenses</b>	<b>\$13,892</b>		
<b>Income</b>	<b>\$15,947</b>		
<b>Expenses</b>	<b>\$13,890</b>		
<b>Operating balance</b>	<b>\$2,055</b>		

**Three Year Sales Comparison**  
**Bastrop 1832 Farmers Market**

Month	2016 Vendor Sales	Promotions	2017 Vendor Sales	Promotions	2018 Vendor Sales	Promotions	Music (usually every week)
January	\$17,017	Soup Month	\$11,589	Soup Month	\$18,537	Chili cook off, Tree give away	Music
February	\$18,763	Heart Healthy	\$14,392	Heart Healthy; Valentine's Day	\$20,785	Heart Healthy; Valentine's Day	Music
March	\$20,396	Plant Extravaganza	\$18,846	Plant Extravaganza	\$28,545		Music
April	\$22,512	Fresh fruit and veggies	\$24,769	Fresh fruit and veggies	\$18,148	Fresh fruit and veggies, Dinner on Main	Music
May	\$21,030	Mother's Day	\$20,705	Mother's Day	\$20,253	Mother's Day; Bastrop Music Festival	Music and Music Festival Band on Grounds
<b>YTD</b>	<b>\$99,718</b>		<b>\$90,301</b>		<b>\$106,268</b>		<b>\$15,967/ +%18</b>
June	\$18,901	Tomato Fest	\$22,743	Tomato Fest		Tomato Fest	Music
July	\$19,483	Grilling Month	\$27,977	Grilling Month		Grilling Month	Music
August	\$13,555	Farmers Market Week	\$12,781	Farmers Market Week; Hurricane Harvey		Farmers Market Week	Music
September	\$11,506	Veggie/Fruit Month	\$21,084	Veggie/Fruit Month		Veggie/Fruit Month	Music
October	\$18,276	Pork/Chili Month	\$15,680	Pork/Chili Month		Pork/Chili Month	Music
November	\$23,910	Harvest Art Fest	\$17,226	No Harvest Art Fest		Event to be decided	Music
December	\$18,468	Christmas Market	\$29,192	Christmas Market/Artisan Event/Music		Christmas Market/Artisan Event/Music	Music
<b>Totals</b>	<b>\$223,817</b>		<b>\$236,984</b>				



Interested in selling at Bastrop 1832 Farmers Market?

**We are always looking for new vendors,  
especially of vegetables and fruits.**

We are also looking for producers: fish, meats, cheeses, whatever you grow in Central Texas! Visit us during market hours (Saturday 10-2) and speak with Market Manager Robert Fajkus directly about becoming a vendor, call or text him at 512-237-0553 and leave a message about what you would like to sell at our market. Email: [sunsethillfarms@gmail.com](mailto:sunsethillfarms@gmail.com).

We are a producer's only market which means that all products brought to market are grown, made, baked, or prepared personally by the vendor--no reselling is allowed. Also no wholesaling to the general public is allowed at market, nor is "dumping" (selling for substantially less than market averages).

The Bastrop 1832 Farmers Market is a project of Bastrop Sustainable Agricultural Community (BSAC), a non-profit 501 (c) (3) corporation.

*The mission of the Bastrop 1832 Farmers Market is to create and sustain a market space for small family farmers, ranchers, producers, and artisans, including those who are economically disadvantaged, to sell and promote their own farm and ranch products, artisan wares, ready-to-eat foods and other homemade products in a family-oriented environment.*

The vendors of **The Bastrop 1832 Farmers Market** are an enthusiastic and friendly group of farmers, ranchers and artisans. Our market features locally grown food: vegetables, fruits, farm eggs, meats, honey, prepared foods, plus handcrafted artisan goods. Please come visit us soon! We welcome the **Texas Lone Star** card (SNAP) for food purchases.

**Membership Year begins APRIL 1<sup>st</sup>**

**Yearly membership fee is \$60** with a prorated scale depending on when membership starts.

April thru June: \$60

July thru September: \$50

October thru December: \$40

January thru March: \$30

Membership for Specialty and Seasonal Vendors of short duration, for example, watermelons, lemons, or blueberries is \$30.

**A payment of at least \$10 is due when membership renews or starts for first time, the rest may be paid in weekly installments of \$10, if desired.**

**Market hours are Saturday 10-2, year round.**

**BOOTH FEE RATE (INSIDE AND OUTSIDE SAME RATE)**

**Sliding scale based on sales amount with a MINIMUM OF \$5 DUE at end of market.**

**\$ 5 on sales of \$0-\$50**

**\$10 on sales of \$51-\$100**

**\$15 on sales of \$101-\$300**

**\$20 on sales above \$301**

**Multiple booths by a single vendor will be treated as 2 (or more) separate booths - and adjusted according to sales - at the discretion of the Market Manager with a minimum of \$5 per booth.**

**Vendor Sales Figures and Booth fees are collected at the end of each market by Market Manager.** Regarding sales figures, they are required by the City of Bastrop as a part of our market lease of city property. All figures reported are aggregate numbers; no individual information is given out to anyone.

Each vendor's booth space is about 10 feet x 10 feet and is assigned by the Market Manager. Vendors need to supply their own chairs, tables, displays, signs, supplies, including tent if outside building, etc. Limited electricity is available.

**Vendors will need to present copies of all applicable licenses, including sales tax, food handler's permit, etc., whatever is required by law for your business before being accepted for membership.**

Other questions? Come by the market and speak with Market Manager Robert Fajkus directly about becoming a vendor.

**Bastrop 1832 Farmers Market**  
**1302 Chestnut Street, Bastrop TX**  
[www.bastrop1832farmersmarket.org](http://www.bastrop1832farmersmarket.org)

Membership Amount Paid: \_\_\_\_\_

Date: \_\_\_\_\_



**2018 BASTROP 1832 FARMERS MARKET VENDOR APPLICATION**

The Bastrop 1832 Farmers Market is not responsible for product liability, fines, penalties, or the paying of sales taxes or any other taxes for individual vendors.

Each vendor must read the Application and the Rules and Regulations before signing the Application. The Indemnity Agreement on the application must be checked off.

**PLEASE PRINT**

Business/Farm Name: \_\_\_\_\_

Name of Seller: \_\_\_\_\_

Full names of family members (and relationship), and business associates/employees who may sell for you (If necessary, list on an additional page or on back of this application.):

\_\_\_\_\_

Street address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business phone: \_\_\_\_\_ Home phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Website: \_\_\_\_\_

Street address where items are grown or items are produced: \_\_\_\_\_

\_\_\_\_\_

Are your items Texas grown or produced from Texas grown items? yes \_\_\_\_\_ no \_\_\_\_\_

Do **you** grow or produce **all** your items? yes \_\_\_\_\_ no \_\_\_\_\_

If not, please explain:

\_\_\_\_\_

\_\_\_\_\_

Are any of your items organic or certified organic? \_\_\_\_\_ organic \_\_\_\_\_ certified organic

Are you selling any processed food items? yes \_\_\_\_\_ no \_\_\_\_\_

Are you selling fish: \_\_\_\_\_ meat: \_\_\_\_\_ or dairy products: \_\_\_\_\_ from animals raised on your premises?  
yes \_\_\_\_\_ no \_\_\_\_\_

**List all current food and business-related licenses and permits:**

These may include a manufacturer's food license, scale and balance permit, floral and nursery license, aquaculture license, organic certification, sales tax permit and others (If necessary, list on an additional page or on back of this application.).

\_\_\_\_\_

\_\_\_\_\_

**BASTROP 1832 FARMERS MARKET VENDOR APPLICATION (continued)**

**Please list all items you intend to sell at the Market. Items not listed may not be sold at the Market without the prior written approval of the Market Manager.** If your application is accepted, then you will be informed of which of your listed products may be sold (If necessary, list on an additional page).

---

---

---

---

# of vendor spaces requested: \_\_\_\_ (each space measures approximately 10 feet wide by 10 feet deep). Vendors are required to bring appropriate equipment to the Market for selling, including tables, chairs, tents, ice-chests, and containers. All vendors will provide their own means of display, necessary bags, approved calibrated scales (if using scales), and keep their space free of trash.

**Please check each item to indicate your agreement:**

\_\_\_\_\_ I have read and agree to abide by all of the Market's Rules and Regulations.

\_\_\_\_\_ **Indemnity Agreement.** Upon acceptance, I agree to indemnify and hold the **Bastrop 1832 FARMERS MARKET, their officers, directors, employees, agents** and all agencies that the Market has agreements with including, but not limited to the State of Texas, the City of Bastrop, and the Bastrop Main Street Program harmless from and against any and all claims and demands, whether for injuries to persons, or loss of life, or damage to property, on or off the Market premises, arising out of the use or occupancy of the Market premises by me or my family, employees or agents and shall defend at my expense any actions brought against the **Bastrop 1832 FARMERS MARKET** and any of the above mentioned officers, directors, employees, agents or any other person or organization with which the **Bastrop 1832 FARMERS MARKET** has a contractual relationship by the acts or omissions of me or my employees or agents.

**BASTROP 1832 FARMERS MARKET VENDOR APPLICATION (continued)**

\_\_\_\_ I have included copies of all current licenses, permits and insurance policies as requested.

\_\_\_\_\_ I wish to join the Market and enclose my annual membership fee of \$ \$60 a year membership year starts April 1<sup>st</sup> (April thru June), fee is \$60). For vendors joining in 2<sup>nd</sup> quarter (July, August, September), fee is \$50, 3<sup>rd</sup> quarter (October, November, December) fee is \$40, 4<sup>th</sup> quarter (January, February, March) fee is \$30. Jan-March fee is for NEW MEMBERS only, not renewing members. Membership fee for Specialty Vendors of Seasonal (short duration, selling a time limited item such as watermelons or lemons) is \$30. **A payment of at least \$10 is due when membership renews or starts for first time, the rest may be paid in weekly installments of \$10, if desired.**

\_\_\_\_\_ I represent that all information provided in this application and that will be provided by me, or my authorized representatives, throughout the application process is true and correct in all respects. I understand and agree that if any of the information is false or inaccurate that the Market may reject my application and retain my application fee or, if a false or inaccurate statement is discovered after my acceptance into the market, I may be expelled from the Market and forfeit any fees paid to the Market.

**Please ensure that all of the above items have been agreed to by checking each line.**

Signature of Seller or Authorized Representative:

\_\_\_\_\_

Printed Name of Signing Person:

\_\_\_\_\_

Title (if sole proprietor, please so indicate):

\_\_\_\_\_

Date: \_\_\_\_\_

**FARMERS MARKET MEMBER STATEMENT 2018**

**GROWER** \_\_\_\_\_

**NAME of MARKET  
ASSOCIATION** \_\_\_\_\_

**NON-GROWER** \_\_\_\_\_

Business Name if applicable \_\_\_\_\_

Name of Individual \_\_\_\_\_ e-mail \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Farm Address (if different) \_\_\_\_\_ Farm Name \_\_\_\_\_

Phone: Cell Phone \_\_\_\_\_ Day Phone \_\_\_\_\_ Fax \_\_\_\_\_

Others who may be selling for me \_\_\_\_\_

I expect that I will have produce or product for sale beginning \_\_\_\_\_ ending \_\_\_\_\_

I will be selling the following (use the back of this page if more space is needed):

Crop/Product	Ft/Row or Acres	Time of Year
<b>VEGETABLES</b>		

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**FRUITS**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**PLANTS OR FLOWERS**

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EGGS/POULTRY** \_\_\_\_\_

**DAIRY/CHEESE** \_\_\_\_\_

**MEAT** \_\_\_\_\_

**HONEY** \_\_\_\_\_

**NON-PRODUCE SOLD** \_\_\_\_\_

Certified Organic \_\_\_\_\_ Certified By \_\_\_\_\_ # of Years \_\_\_\_\_

I expect to be re-selling other growers products who are members (yes or no) \_\_\_\_\_

I expect to be re-selling other growers products who are NOT members ( yes or no ) \_\_\_\_\_

**Member/Applicant Signature** \_\_\_\_\_

Verification of President of Association: I affirm that the above applicant has the capacity to produce the items listed, barring unforeseen circumstances and/or sells the products listed.

Signature of President	Phone	Date	County
------------------------	-------	------	--------



## **Bastrop 1832 Farmers Market 2018 Rules and Regulations**

The Bastrop 1832 Farmers Market is a non-profit market, operated in accordance with local, county and state laws and ordinances.

The mission of the Bastrop 1832 Farmers Market is to create and sustain a market space for small family farmers, ranchers, producer's, and artisans, including those who are economically disadvantaged, to sell and promote their own farm and ranch products, artisan wares, ready-to-eat foods and other homemade products in a family-oriented environment.

In this manner, the Market provides access to local, healthy, affordable food for children and adults of Bastrop and the surrounding area while supporting family farmers and ranchers to create a local, sustainable agricultural economy, preserve farmland, and improve individual health and strengthen the community.

The Market also supports and provides funds to local food banks to ensure that the disadvantaged have access to the same healthy food. Additionally, the Market contributes funds to other tax-exempt charities and provides education about and the support of the region's agriculture.

It is a producer's only market: all products offered for sale at the Market are grown, made, baked, or prepared personally by the vendor – no reselling is allowed. Also, no wholesaling to the general public is allowed at the Market, nor is selling for substantially less than Market averages ("dumping").

### **Market Governance**

The Market is a Texas Department of Agriculture certified farmers market and is governed by a Board whose function is to provide strategic policy direction and operational oversight for the Market. Board members are elected at an annual membership meeting and serve a two-year term or until they are removed. The Board includes two non-vendor members elected by its vendor members.

Board member elections occur annually, at the annual membership meeting. As specified by the Bylaws, Board members are elected by the membership to two-year terms; terms are staggered to ensure continuity, and Board members may serve multiple, consecutive terms. Board officers (a President, Vice-President/Market Manager, and Secretary/Treasurer) are elected by the Board, upon recommendation by the Board members. For further information on the Board and officer duties, elections, and other governance provisions, please refer to the Bylaws. Copies of the Bylaws will be provided to each vendor, upon request.

### **Market Management:**

The Board appoints a Market Manager, who serves as chief administrator of the Market. The Manager serves at the pleasure of the Board, is also the Vice President of the Board, and acts as President of the Board when the President is not available. The Manager shall:

- Receive and review vendor applications to ensure that all applicable licenses and permits have been secured with relevant agencies – State of Texas, County of Bastrop, and City of Bastrop.
- Review the vendor application to determine that the products are within the approved category guidelines based on the rules established by the Board.
- Approve vendor applications that are complete and consistent with the Market's purpose and practices and that are compliant with licensing/permitting requirements. The Manager may refer to the Board for its review and action any applications that introduce new product categories, present unique vendor requirements, entail reinstatement of a vendor whose Market privileges have been previously terminated or otherwise present an exceptional circumstance.
- Monitor approved vendor compliance with health department requirements regarding food safety, including but not limited to food displays, handwashing stations, and safe sampling.
- Assign selling spaces to vendors if they are not allocated on a first come first served basis. Each vendor will keep the same space throughout the season to avoid both vendor and shopper confusion. Vendors must accept the space assigned by the Manager; booth assignment changes will be at the discretion of the Manager based on space vacancies.

There is no provision to appeal to the Board with respect to space assignments.

- Exercise supervisory authority over Market operations.
- Provide all approved vendors, both new and returning, with a copy of the Market rules at the beginning of the membership year (or when subsequently joining as a Market member).
- Address violations of Market rules and, if the violation endangers the operation of the Market or public safety, may recommend to the Board revocation of the vendor's privilege of continued participation in the Market.

### **The Market Year and Membership Categories**

The Market membership year begins on April 1 and ends March 31. Fees are based on two variables:

**Term:** Vendors participating throughout the Market year will annually pay a membership fee of \$60 (prorated for members who join the Market after April 1 with the intention of completing the Market year). Prorated vendor membership fees are as follows:

April through June start date:	\$60
July through September start date:	\$50
October through December start date:	\$40
January through March start date:	\$30

The membership fee for a vendor joining the Market for a product-specific season (as for vendors of watermelons, lemons, or blueberries) will be \$30.

Membership fees may be paid in installments of \$10 or more, payable to the Manager at the close of the Market day, in addition to the following fee based on sales.

**Proceeds:** In addition to the membership fee, vendors will be assessed a daily sales fee in accordance with the following schedule:

\$5	on sales of \$0-\$50
\$10	on sales of \$51-\$100
\$15	on sales of \$101-\$300
\$20	on sales above \$301

Please note: If the vendor chooses to occupy two or more vendor spaces, all sales will be consolidated in determining the fee due. The vendor will be assessed an additional \$5 for each additional booth space occupied (e.g., \$5 for one additional booth, \$10 for two additional booths, etc.)

Daily sales fees are due in full at the closing of the Market day and will be collected by the Manager

### **General Requirements of all Vendors:**

- Each vendor must have a signed and submitted vendor application, including copies of required licenses/permits at the Market at least three weeks (or earlier to allow the Manager to make allowances or exceptions) before the vendor may begin selling.
- The Market is not responsible for product liability, fines, penalties, or the payment of sales taxes or any other taxes for individual vendors.
- Vendors who have been inspected and certified by representatives of the Market may sell at the market. Vendors may be represented at the Market by their employees, agents or family (the names of all sellers must be on the application).
- Vendors are required to bring appropriate equipment to the Market for selling, including tables, chairs, tents, ice-chests, and containers; limited electrical outlets are available.
- Each vendor is required to contact the Manager no later than 24 hours prior to the Market day if the vendor will not be at that Market, which will allow the vendor space to be reassigned.
- In the event of an emergency, each vendor is required to contact the Manager no later than two hours prior to the time the Market opens if the vendor will not be at the Market, which will allow the vendor space to be reassigned.
- Should a vendor fail to timely notify the Manager that he/she will not be at the Market at least two hours before the Market start, the vendor, at the discretion of the Manager, may be charged for his/her space.
- Should the vendor fail to timely contact the Manager on three consecutive Market dates, the vendor will forfeit his/her space, which will be reassigned.
- Normally, Market hours are from 10 a.m. to 2 p.m. Set-up time is 30 minutes before opening time. Vendors must be ready to conduct

business by five minutes prior to opening. All vendors are expected to remain at the Market throughout the hours of operation.

- Vendors must wait for the opening time of Market to begin selling unless an earlier notification is given.
- Handicapped customers will be allowed to shop 15 minutes before Market opening time.
- Vendors must keep the entrance and walkways free and clear for customer access and safety.
- Safety around selling area: Tables and products must not extend into customer aisles. A pre-determined fire lane (3 ft.) must be maintained. Any tents, signs, and posts used must be adequately tied and weighted down.
- Each member should have a sign identifying vendor's name (business/farm) and location.
- Vendors should be dressed appropriately.
- Vendors must conduct themselves in a courteous and professional manner at all times and treat customers and other vendors with respect. Vendors should be attentive to customers.
- All food items should be stored at least 6 inches off the ground. Each vendor must provide a trash container at the vendor's space for public use if offering samples or other waste materials.
- Vendors must remove from the Market discarded products, including unsold produce. Vendors must leave his/her vendor space clean and free of litter, produce and trash.
- All animals brought to Market by customers **MUST** be kept on a leash and away from all food areas.
- Vendors must display all licenses, sales tax certificates, all required forms to sell any/all items they offer at the Market.
- Music will be provided by the Market for entertainment. If not available, reasonable music by a vendor may be offered with the consent of the Manager.
- Vendors are not permitted to smoke in the selling area. No consumption of alcoholic beverages is allowed onsite during Market hours. Illegal drugs are never allowed.

## **Special Requirements for Agricultural Products:**

Market members must:

- Grow the local product that vendor sells.
- Not resell products of any type at the Market, except for value-added products.
- Allow an inspection of the farm or facilities.
- Provide a copy of all required licenses, permits, licenses and insurance policies necessary for vendor's operation, to the Market prior to selling.
- If grown organic, the vendor must be Texas Department of Agriculture certified to be able to advertise that the produce is organically grown and present certification.
- Organic vendors must meet the requirement of the National Organic Program as far as labeling and a copy of the certification must be on file with the Market, and display vendor's booth signs using the word "organic."
- ALL vendors must post their prices in a way that a customer can know the price of items without speaking to the vendor. A printout on the table is acceptable.
- Vendors should keep a fair price on their product. All vendors must respect the prevailing pricing levels set at the Market; "lowballing" is not permitted.
- All vendors will provide their own means of display, necessary bags, approved calibrated scales (if using scales), and keep their space free of trash.
- All produce must be fresh, neat and attractively displayed.
- All vendors may accept the Texas Lone Star card for food purchases (See attached chart for allowable items). Please have customer fill in Lone Star form available at Scented Pleasures space; the form needs to be returned there to be processed. Vendors are paid every Saturday for their Lone Star sales.

## **Approved Agricultural Products:**

- Any vegetables grown by the vendor from seeds, sets, or seedlings.
- Any fruits, nuts (shelled or unshelled), berries grown by the vendor from trees, bushes or vines on the vendor's farm.

- Any plant, trees, fresh and dried flowers, herbs and decorative vegetation grown or legally gathered by the vendor. Nursery and cut flowers requires a state inspection from the Texas Department of Agriculture. All vendors selling flowers and nursery products must also carry a tax identification number for sales tax purposes.
- Bulbs, sprouted seeds and grains propagated by the vendor.
- Mushrooms produced and cultivated by the vendor.
- Eggs produced by the vendor's poultry.
- Fish, meat, or dairy products from animals raised on the vendor's premises.
- Honey produced by the vendor's bees.
- Fresh cut flowers grown by the vendor.
- Firewood from vendor's property.

NOTE: Live animals, such as rabbits, chickens, birds, etc., raised/grown by vendors on their farm/ranch, may be sold at the Market with the approval of the Manager. Domestic animals such as cats and dogs may NOT be sold.

### **Special Requirements for Value-Added Products**

Vendors may sell value-added products if made in accordance with Market rules and approved by the Manager before they are offered for sale at the Market.

Value-added vendor at the Market must:

- Allow for an inspection of the vendor's facilities.
- Hold all required permits, licenses, and insurance policies necessary for the vendor's operation and provide copies to the Manager.

Value-added products may include:

- Dried herbs, spices, dried tea mixes, beans, grains, fruits, nuts and vegetables grown by the vendor and prepared by the vendor in compliance with all health regulations.
- Shelled nuts from the vendor's trees, including those which have been salted, roasted or flavored.
- Dried flower arrangements and wreaths, produced by the vendor.
- Herbal products including salves, lotions, soaps, teas, etc.
- Other products approved by the Manager and consistent with the Market's purpose to give regional producers direct access to customers.

- Jams, preserves, vinegars, salsas, pesto, oils and flavored oils, baked goods and other edible products that have been prepared by the vendor.
- Cottage law produced foods are permitted at the Market with proper licenses and package labels, as space allows.

### **Special Requirements for Artisan Products**

Vendors may sell artisan products if made in accordance with Market rules and approved by the Manager before they are offered for sale at the Market. An artisan vendor at the Market must produce the product to be offered.

Artisan products may include:

- Ceramics and pottery.
- Glass mosaics.
- Painting.
- Hand-made jewelry.
- Photography.
- Fiber art.
- Wood art.
- Metal art.
- Folk art-baskets, cards (hand-drawn, photographic), soaps and candles.

### **Standards of Conduct and Market Etiquette**

All vendors are expected to maintain high standards of honesty and integrity with respect to the representation and sale of their products and to conduct themselves at all times in a professional, courteous, and helpful manner towards customers, other vendors, and the Manager. Vendors are expected to be Market ambassadors, helping to tell its story, supporting vendor recruitment, encouraging public utilization of the Market and effectively representing the “Grow Local” movement.

The Market makes every effort and takes pride in promoting and providing a cohesive, welcoming marketplace and respect for those whose product is their passion. Discord will not be tolerated. It is a privilege and not a right to sell at the Market.

Each member of the Market should recognize that the Market is essentially a cooperative of equal shareholders. It takes collective effort to make the Market a success...in terms of product, of public perception and of securing its place in and value to the community. It requires all to be respectful in dealings with fellow vendors and with Market management.

Issues will inevitably arise. Vendors are encouraged to work through them with the Manager. If the Manager is unable to resolve the problem, the vendor may request an opportunity to be heard by the Board at its next quarterly meeting. If the matter is urgent, however, the vendor may request a special meeting of the Board, called for that purpose.

All customer or vendor comments and/or complaints should be referred directly to the Manager. The Manager will make every attempt to resolve an issue, including discussing the issue with the Board.

## **Rule Violations**

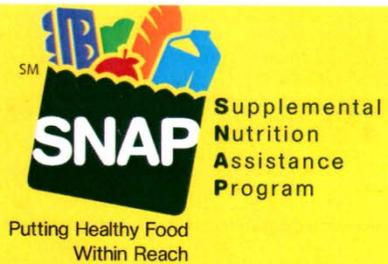
Whenever the Manager believes a vendor has violated the Market rules and regulations, the Manager may talk to the vendor about the rule and the rationale behind it. The Manager may follow up the verbal warning with a written confirmation of the alleged violation with a copy provided to the Board.

Misrepresentation about a vendor's product or discourteous, rude, or disruptive behavior to another vendor or a customer is grounds for immediate suspension from the Market. Other serious break of a Market rule or behavior that undermines the viability or respect of the Market or repeated violations of Market rules may result in suspension or revocation of the vendor's privilege of participating in the Market.

The Board reserves the right to deny the admittance to any vendor's application or to expel any vendor that it believes not in the best interest of the Market.

**For additional information contact:**  
**Market Manager: Robert Fajkus**  
**Home: 830-839-4335 or Cell: 512-237-0553**  
**Email: [sunsethillfarms@gmail.com](mailto:sunsethillfarms@gmail.com)**

# Using SNAP Benefits



## SNAP Benefits CAN Buy:

- Foods for you and your household to eat, such as:
  - breads and cereals;
  - fruits and vegetables;
  - meats, fish and poultry; and
  - dairy products.
- Seeds and plants which produce food for you and your household to eat.

## SNAP Benefits CANNOT Buy:

- Beer, wine, liquor, cigarettes or tobacco.
- Any nonfood items, such as:
  - pet foods;
  - soaps, paper products; and
  - household supplies.
- Vitamins and medicines.
- Food that will be eaten in the store.
- Hot foods.

## Remember:

- Do not exchange SNAP benefits for cash.
- SNAP benefits may not be used to pay a credit account.
- Retailers shall not collect state or local sales taxes on purchases made with SNAP benefits.
- SNAP benefits expand your ability to eat a variety of foods.



**For information on applying for SNAP benefits, call 1-800-221-5689**

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD).



USDA is an equal opportunity provider and employer.  
United States Department of Agriculture • Food and Nutrition Service  
FNS-110 • Revised December 2008



# Bastrop 1832 Farmers Market

## Inspection Report

Date of Inspection: \_\_\_\_\_

Name of farm/business: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Names of individuals at inspection: \_\_\_\_\_

Address of inspection: \_\_\_\_\_

Secondary Location? Y / N -- How used: \_\_\_\_\_

Address of Secondary Location: \_\_\_\_\_

**TYPE OF FARM BUSINESS:** \_\_\_\_\_

**Agriculture Crops:** (List by garden size, rows, number of plants however it works best for the farm. Types of veggies, fruit, etc.) \_\_\_\_\_

**Greenhouse:** \_\_\_\_\_ Yes \_\_\_\_\_ No Size: \_\_\_\_\_

**Eggs?** \_\_\_\_\_ Yes \_\_\_\_\_ No -- # of chickens or other fowl: \_\_\_\_\_

**Bees?** \_\_\_\_\_ Yes \_\_\_\_\_ No -- # of hives: \_\_\_\_\_

**Other farm/animal products you plan to sell (beef, chicken, pork, etc.):** \_\_\_\_\_

**Non-agriculture products:** (Is there an area used to produce products brought to sell at market? Write a brief summary of what the vendor produces.) \_\_\_\_\_

**Note:** The vendor will be charged for a second inspection, should circumstances warrant the inspection.

**Signature of Vendor:** \_\_\_\_\_

**Signature of Inspector:** \_\_\_\_\_

# Bastrop 1832 Farmers Market



# Overview of Property Use Agreement



- Approved August 8<sup>th</sup>, 2017
- A community farmers market benefits the residents, visitors, downtown Bastrop and the City as a whole
- City assumed maintenance of property and utility usage
- \$300 monthly fee
- Allows other entities to utilize property if use meets conditions of facilities
- Main Street Program involvement
- Renews automatically
- Can be cancelled by either party at any time

 **BASTROPTX**  
Heart of the Lost Pines

Exhibit A  
Farmer's Market Operation Area  
Portion of City of Bastrop Property

1 inch = 100 feet  
0 25 50 100  
feet

The accuracy and precision of the geographic data is limited and should be used for informational purposes only. This data does not constitute a warranty or representation of any kind. The City of Bastrop, Louisiana, and its employees, officers, agents, or other representatives, shall not be held liable for any errors or omissions in this data. The City of Bastrop, Louisiana, and its employees, officers, agents, or other representatives, shall not be held liable for any errors or omissions in this data. The City of Bastrop, Louisiana, and its employees, officers, agents, or other representatives, shall not be held liable for any errors or omissions in this data.



# About Bastrop 1832 Farmer's Market

## Vision

To be Bastrop's landmark destination for fresh, local food

## Mission

To provide Bastrop and the surrounding region with locally grown foods and farm products in a direct farm-to-consumer marketing venue that will serve diverse populations, preserve and promote regional agriculture and improve the quality of life in the greater Bastrop area.

## Goals

Continue to increase number of vendors by 25%

Increase total vendor sales by 10% over 2017 figures

Increase number of customers by 20%

Increase community outreach



# Updated Business Plan and action steps for achieving goals...

- Annually evaluating and updating Business Plan
- Performance Targets & Goals
- Recruitment Targets
- Action Steps
- Identifying Partnership Opportunities
- Memberships
- By-Law Revisions
- Outlines Promotions, Marketing, PR and Advertising
- Community Outreach



# Financial Accountability & Steady Growth

Three Year Sales Comparison  
Bastrop 1832 Farmers Market

Month	2016 Vendor Sales	Promotions	2017 Vendor Sales	Promotions	2018 Vendor Sales	Promotions	Music (usually every week)
January	\$17,017	Soup Month	\$11,589	Soup Month	\$18,537	Chili cook off, Tree give away	Music
February	\$18,763	Heart Healthy	\$14,392	Heart Healthy; Valentine's Day	\$20,785	Heart Healthy; Valentine's Day	Music
March	\$20,396	Plant Extravaganza	\$18,846	Plant Extravaganza	\$28,545		Music
April	\$22,512	Fresh fruit and veggies	\$24,769	Fresh fruit and veggies	\$18,148	Fresh fruit and veggies, Dinner on Main	Music
May	\$21,030	Mother's Day	\$20,705	Mother's Day	\$20,253	Mother's Day; Bastrop Music Festival	Music and Music Festival Band on Grounds
<b>YTD</b>	<b>\$99,718</b>		<b>\$90,301</b>		<b>\$106,268</b>		<b>\$15,967/ +% 18</b>
June	\$18,901	Tomato Fest	\$22,743	Tomato Fest		Tomato Fest	Music
July	\$19,483	Grilling Month	\$27,977	Grilling Month		Grilling Month	Music
August	\$13,555	Farmers Market Week	\$12,781	Farmers Market Week; Hurricane Harvey		Farmers Market Week	Music
September	\$11,506	Veggie/Fruit Month	\$21,084	Veggie/Fruit Month		Veggie/Fruit Month	Music
October	\$18,276	Pork/Chili Month	\$15,680	Pork/Chili Month		Pork/Chili Month	Music
November	\$23,910	Harvest Art Fest	\$17,226	No Harvest Art Fest		Event to be decided	Music
December	\$18,468	Christmas Market	\$29,192	Christmas Market/Artisan Event/Music		Christmas Market/Artisan Event/Music	Music
<b>Totals</b>	<b>\$223,817</b>		<b>\$236,984</b>				

2017 Report of Income & Expense Bastrop 1832 Farmers Market

<b>Income</b>			
Membership Dues	\$1,880		
Booth Fees	\$12,587		
Beverage sales	\$300		
Grants	\$1,000		
Freezer fees	\$180 applied to utility		
<b>Total income</b>	<b>\$15,947</b>		
<b>Expenses</b>			
Rent or Utilities	\$2592		Paid both during year at different times
Advertising	\$3164		Face Book, Map Bastropian, etc.
Association Dues	\$529		Chambers of commerce, FARFA, TCFMA
Contract labor	\$3220		
Supplies & repairs	\$2481		
Insurance	\$255		
Donations made	\$925 cash + Gift Certificates for Dinner on Main		Pantry, animal shelter, CATS, Dinner on Main, CASA
Property tax	\$44		
Live music	\$75		
Coupons, gift certificates	\$188		
Web site	\$393		
SNAP expense	\$26		For Lone Star sales of \$1274
<b>Total expenses</b>	<b>\$13,892</b>		
<b>Income</b>	<b>\$15,947</b>		
<b>Expenses</b>	<b>\$13,890</b>		
<b>Operating balance</b>	<b>\$2,055</b>		



# Vendor Recruitment & Retention

- Updated Membership Statement
- Updated Membership Application
- Updated Market Rules & Regulations
- Updated Membership Approval Policies
- Annual Membership Meeting
- Guidelines and accountability for permits, licenses, and insurance policies for vendors
- Farm Inspections



# Community Support



# Demonstrations, Outreach, & Education...



## GRASS-FED BEEF NUTRITION BENEFITS

### 1. Potential Cancer Fighter

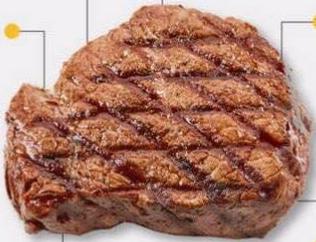
The CLA has proved its ability to fight cancer in multiple animal studies and shows promise for doing the same in humans

### 2. Reduces Heart Disease Risk

The main reasons why grass-fed beef can benefit heart health include less overall fat and unhealthy fat, lower levels of cholesterol, higher levels of omega-3, more CLA, and more heart disease fighting vitamins

### 3. Improves Blood Sugar

Getting enough healthy fat in your diet is extremely helpful to keeping your blood sugar at a healthy level



### 4. More Likely to Be Free of Hormones & Antibiotics

Antibiotic and hormone use in beef is significantly less likely with grass-fed versus grain-fed

### 5. Safer Beef Option

Recent research conducted by Consumer Reports is the biggest study to date demonstrating that choosing grass-fed meat over conventional meat decreases your risk of food poisoning and results in fewer antibiotic-resistant bacteria

### 6. Better for the Environment

Research now shows that traditional grass-based beef production actually benefits the environment by decreasing greenhouse gas emissions, increasing biodiversity of pasture ecosystems and improving quality of run-off water from well-managed pastures

**Dr. Axe**  
FOOD IS MEDICINE



## 10 Good Reasons to Buy Locally Grown

- 1. Locally grown food tastes and looks better.**  
Crops marketed close to home are picked at their peak and usually sold within 24 hours of harvesting. Food imported from far away must travel on trucks or planes and then it is stored in warehouses.
- 2. Local food supports local families.**  
The wholesale prices that farmers get for their products are usually very low, sometimes not more than the cost of producing them. Local farmers who sell directly to consumers eat out the middleman and can get full retail price for their food—which helps farm families be able to afford to continue farming their land.
- 3. Local food builds trust.**  
With all the issues related to food safety and homeland security, there's an assurance that comes from looking a farmer in the eye at the farmers' market, or driving by the fields where your food comes from.
- 4. Local food builds community.**  
When you buy direct from a farmer, you're building a time-honored connection between a buyer and grower and you're supporting a local business. Learning to know the grower who grows your food helps you know more about the place you live. In many cases, it gives you access to a place where you can go to enjoy a bite and the season, and to learn more about how food grows.
- 5. Local food preserves open space.**  
When farmers get paid more for their products from nearby shoppers, they're less likely to sell farmland for development.
- 6. Local food keeps taxes down.**  
According to several studies, farms contribute more in taxes than they require in services, whereas most residential development contributes less in taxes than the cost of required services.
- 7. Local food benefits the environment and wildlife.**  
Massachusetts farmers are leaders in the use of environmentally sound growing practices. Our farms encompass a patchwork of fields, meadows, woods, streams, and ponds that provide essential habitat for wildlife.
- 8. Local food makes a lighter carbon footprint.**  
On average our food travels 1,200 miles from farm to plate. Moreover, each calorie of food produced requires an average of 10 calories of fossil-fuel inputs from travel, refrigeration and processing. Purchasing locally-grown food is a simple way to address the increasing expense of fossil fuels and the adverse effects of global warming from increased carbon emissions.
- 9. Local food preserves genetic diversity.**  
In industrial agriculture, plants are bred for their ability to ripen uniformly, withstand harvesting, survive packing and last a long time on the shelf, so there are only a few varieties in large-scale production. That leaves our food supply vulnerable to disease or disaster. Smaller local farms, in contrast, often grow many different varieties to provide a longer season, an array of colors, and the best flavors.
- 10. Local food is an investment in our future.**  
When you buy locally grown food, you're helping to preserve the strength and character of our community for our children and grandchildren.

Massachusetts Department of Agricultural Resources  
www.mass.gov/da/agresources



# Special Events & Live Music...

## Christmas at the Bastrop 1832 Farmer's Market

SATURDAY, DECEMBER 16TH

10 A.M. TO 4 P.M. 1302 CHESTNUT

SHOP LOCAL

Artisans, Gifts,  
and much more!



**Bastrop C.A.T.S.**  
PRESENTS THE 3RD ANNUAL  
**COOL CAT Chili**  
COOK OFF

SAT. JANUARY 20, 2018  
@  
1832 FARMER'S MARKET  
BASTROP, TX  
11 A.M. TO 2 P.M.

CHILI BY THE BOWL  
WITH ALL THE FIXIN'S

BAKE SALE ITEMS  
FOR DESSERT!

PRIZES!!  
CELEBRITY JUDGES!!

REGISTRATION FOR CHILI CHEFS  
CONTACT [bastropcats4@gmail.com](mailto:bastropcats4@gmail.com)

AWARDS FOR:  
BEST VEGETARIAN CHILI  
BEST OMNIVORE CHILI  
PEOPLE'S CHOICE

ENTRY DEADLINE JAN.17, 2018

ALL PROCEEDS BENEFIT BASTROP C.A.T.S.

BASTROP 1832  
FARMERS MARKET  
PRESENTS

MAY FEST  
AT THE  
MARKET

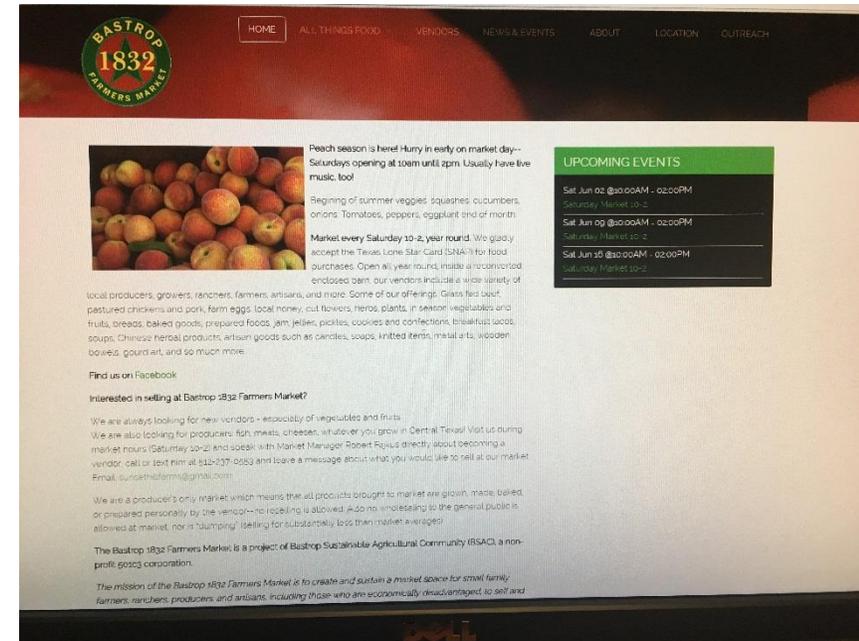
ARTISANS, GIFTS  
AND MUCH MORE

MAY 5TH - 10 A.M. TO 4 P.M.

1302 CHESTNUT



# Getting out the message . . . .



Up Next . . .



# Market Management and Board of Directors . . .

President: Jeff Long, Bastrop Gardens

Vice-President & Market Manager: Robert Fajkus, Sunset Hill Farm

Vendor Board Member: Mike Teinert, Granny's Garden and Grass Fed Beef

Vendor Board Member: Cathy Creamer, Donlee Acres/Gran's Goodies

Vendor Board Member: Patrick & Leslie Creppel, Half Mile Acres

Non-Vendor Board Member: Lois McElwain, Jewelry Artist

Non-Vendor Board Member: Sarah O'Brien, Director, Main Street Program

Secretary/Treasurer/Publicity: Dolores Leeper, Scented Pleasures Gifts



# THE END



A CITY OF BASTROP PRODUCTION COPYRIGHT MMXVII



# STAFF REPORT

**MEETING DATE:** June 12, 2018

**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:** June 12, 2018

**AGENDA ITEM:** 8A

**TITLE:**

Consider action to approve City Council minutes from the May 22, 2018 meeting.

**STAFF REPRESENTATIVE:**

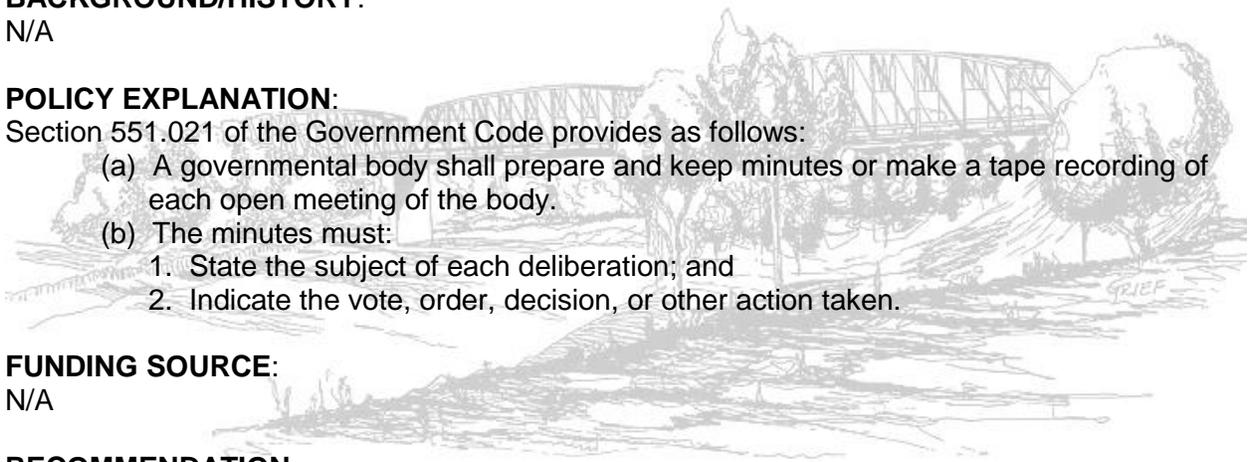
Lynda Humble, City Manager  
Ann Franklin, City Secretary

**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 City Council minutes from the May 22, 2018 meeting.

**ATTACHMENTS:**

- May 22, 2018, DRAFT Regular Meeting Minutes.

**MINUTES OF REGULAR COUNCIL MEETING  
BASTROP CITY COUNCIL  
May 22, 2018**

The Bastrop City Council met in a Regular Meeting on Tuesday, May 22, 2018, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jones, Ennis, Rogers and Peterson. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney Alan Bojorquez.

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

Dr. Kristi Lee, Bastrop Independent School District, led the Pledge of Allegiance.

**INVOCATION**

Minister Ben Hitzfeld, Bastrop Christian Church, gave the invocation.

**PRESENTATIONS – PART 1 OF 2**

4A. A joint proclamation of the City Council of the City of Bastrop, Texas and Bastrop County Commissioners Court recognizing and celebrating June 16, 2018, as Juneteenth Anniversary day.

**Proclamation was read into record by Council Member Nelson.**

4B. A joint proclamation of the City Council of the City of Bastrop, Texas and Bastrop County Commissioners Court recognizing and celebrating May 28, 2018, as Memorial Day.

**Proclamation was read into record by Council Member Jones.**

4C. A proclamation of the City Council of the City of Bastrop, Texas recognizing May 20, 2018 through May 26, 2018 as National Public Works Week in the City of Bastrop, Texas.

**Proclamation was read into record by Mayor Schroeder and received by Curtis Hancock.**

**9. INDIVIDUAL CONSIDERATION – PART 1 OF 2**

**(This item is being moved to the beginning of the agenda to provide an opportunity for the Mayor to administer the Oath of Office to the new members.)**

9B. Consider action to approve Resolution No. R-2018-34 of the City Council of the City of Bastrop, Texas confirming the Youth Advisory Council appointments of the Mayor, as required in Section 3.08 of the City's Charter; providing for a repealing clause; and establishing an effective date.

**Mayor Pro Tem Nelson made a motion to approve Resolution No. R-2018-34, seconded by Council Member Jones, motion was approved on a 5-0 vote.**

**PRESENTATIONS – PART 2 OF 2**

- 4D. Administer Oath of Office to Members of the Youth Advisory Council by Mayor Connie Schroeder.
- 4E. Mayor's Report

#### **ACTIVITIES OF MAYOR SCHROEDER PLANNED EVENTS**

- May 10
  - Travel & Tourism Week Celebration
  - Joint City Council/Planning and Zoning Meeting
- May 11
  - Ribbon Cutting; Highway 71 Overpass
- May 13
  - Mother's Day!
  - May 15
  - Special City Council Meeting
- May 17-20
  - Bastrop Music Festival
- May 17
  - Ribbon Cutting – Texas Tile Works
  - Imagine the Possibilities Tour
  - Annual Police Banquet
- May 21
  - ICSC Las Vegas (BEDC Retail Recruiting)
- May 22
  - Ribbon Cutting – Mattress 1
  - City Council Meeting

#### **UPCOMING EVENTS & CITY MEETINGS**

- May 23/24
  - New Councilmember Orientation
- May 25
  - BEST Breakfast
- May 28
  - Memorial Day
- May 31
  - Quarterly FCI Community Meeting
- June 1
  - First Friday Art Walk
- June 5
  - Ribbon cutting; Sheriff's Office
- June 6
  - Chamber Monthly Luncheon
  - BAIPP Monthly meeting
- June 7
  - Farm Street Opry
- June 9
  - CASA Casino Night
- June 12
  - City Council Meeting

- 4F. Councilmembers' Report  
**Council Member Peterson**
- **Memorial Day Service at Fairview Cemetery, Monday, May 28, 2018 at 10:00 a.m.**

**Council Member Ennis**

- **Complimented the Visit Bastrop group and the volunteers that made the Music Festival this weekend a pleasure.**
- **Paul Quinn AME Church on Walnut has a fried Catfish lunch every month as a fundraiser.**

- 4G. City Manager's Report  
**Nothing to report.**

- 4H. Official Pinning Ceremony for James Altgelt, Director of Public Safety/Police Chief

**RECEPTION FOR NEW DIRECTOR OF PUBLIC SAFETY/POLICE CHIEF – RECESS MEETING FOR 20 MINUTES.**

**Mayor Schroeder recessed the Council Meeting at 7:08 PM**

**Council Member Jones left the meeting at 7:08 PM**

**Mayor Schroeder called the Council Meeting back to order at 7:28 PM**

**WORK SESSION/BRIEFINGS – N/A**

**STAFF AND BOARD REPORTS**

- 6A. Receive presentation on the unaudited Comprehensive Monthly Financial Report for the period ending April 30, 2018  
**Presentation was made by Chief Financial Officer, Tracy Waldron.**

**CITIZEN COMMENTS - NONE**

**CONSENT AGENDA**

**A motion was made by Mayor Pro Tem Nelson 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 Peterson, motion was approved on a 4-0 vote. Council Member Jones was off the dais.**

- 8A. Consider action to approve City Council minutes from the May 8, 2018 regular meeting, May 10, 2018 joint workshop with Planning and Zoning Commission meeting and May 15, 2018 Special Council meeting.

- 8B. Consider action to approve the second reading of Ordinance No. 2018-07 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit for a 120-foot standpipe, on Lot A, Tahitian Village, Unit 1, located at 113 Tahitian Drive, within the

city limits of Bastrop, Texas; as shown in Exhibit A; setting out conditions; including a severability clause; and establishing an effective date.

- 8C. Consider action to approve the second reading of Ordinance No. 2018-06 of the Council of the City of Bastrop, Texas amending the Code of Ordinances, Chapter 2 Titled "ANIMAL CONTROL," Article 2.01 Titled "GENERAL PROVISIONS," Section 2.01.001 Titled "DEFINITIONS"; repealing the provision that established a sanctuary for chickens that are not owned and located in the vicinity of Farm Street and all prior ordinances that are in conflict herewith; as attached in Exhibit A; and providing for findings of fact, enactment, effective date, repealer severability, and proper notice and meeting.
- 8D. Consider action to approve the second reading of Ordinance No. 2018-08 of the City of Bastrop, Texas amending the Code of Ordinances, repealing and replacing Article 1.15 titled "Code of Ethics" and providing for findings of fact, repealer, severability, codification, effective date, proper notice, and meeting.

**9. ITEMS FOR INDIVIDUAL CONSIDERATION – PART 2 OF 2**

- 9A. Consider action to approve Resolution No. R-2018-36 of the City Council of the City of Bastrop, Texas relating to the "Bastrop Economic Development Corporation Sales Tax Revenue Bonds, Series 2018", including the approval of the resolution of the Board of Directors of the Corporation authorizing the issuance of such Bonds; resolving other matters incident and related to the issuance of such Bonds; and providing an effective date.

**Presentation was made by Chief Financial Officer, Tracy Waldron.**

**A motion was made by Council Member Ennis to approve Resolution No. 2018-36, seconded by Council Member Peterson, motion was approved on a 4-0 vote. Council Member Jones was off the dais.**

- 9B. SEE ABOVE.

- 9C. Consider action to approve Resolution R-2018-33 of the City Council of the City of Bastrop, Texas approving a Municipal Maintenance Agreement between the City of Bastrop and the Texas Department of Transportation; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and establishing an effective date.

**This item was postponed to June 12, 2018.**

- 9D. Consider action to approve Resolution No. R-2018-35 of the City Council of the City of Bastrop, Texas approving a Developer's Agreement for Piney Creek Bend Subdivision between the City of Bastrop and KB Homes; attached in Exhibit A; and authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

**Presentation was made by Director of Public Works, Utilities and Leisure Services, Trey Job.**

**A motion was made by Mayor Pro Tem Nelson to approve Resolution No. 2018-35, seconded by Council Member Peterson, motion was approved on a 4-0 vote. Council Member Jones was off the dais.**

**10. EXECUTIVE SESSION – N/A**

**ADJOURNMENT**

**Adjourned at 7:47 p.m. without objection.**

APPROVED:

\_\_\_\_\_  
Mayor Connie B. Schroeder

ATTEST:

\_\_\_\_\_  
City Secretary Ann Franklin

DRAFT



# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 9A

**TITLE:**

Consider action to approve Resolution No. R-2018-43 of the City Council of City of Bastrop, Texas authorizing the City Manager to execute amendments on behalf of the City modifying the deadlines for construction for projects funded by the 2013 Funding Agreement and the 2015 380 Agreement with the Bastrop Fine Arts Guild; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Lynda K. Humble, City Manager

**BACKGROUND/HISTORY:**

On March 22, 2018, City Council held a joint meeting with the Bastrop Economic Development Corporation. A discussion was held with Mark Rose, President of the Lost Pines Art Center, to discuss the default and possible remedy of two (2) agreements between the City of Bastrop and Bastrop Fine Arts Guild and one (1) agreement between the Bastrop Economic Development Corporation and Bastrop Fine Arts Guild.

For purposes of this discussion, there are two (2) funding agreements between the City of Bastrop and the Bastrop Fine Arts Guild, which are summarized as follows:

	<b>Funding Agreement (City)</b>	<b>Second Funding Agreement - 380 (City)</b>
<b>Execution Date</b>	11/22/2011 <i>but actually signed on 5/22/2013 – see Section 2.7</i>	2/18/2015
<b>Agreement Amount</b>	\$100,000	\$300,000
<b>Source of Funds</b>	Hotel Occupancy Tax	General Fund
<b>Project Scope</b>	Section 2.11	Section 2.11
<b>Breach of Contract</b>	Sections 2.11 & 4.3	Section 5.9
<b>Default Date</b>	12/31/2017	12/31/2017

The Bastrop Fine Arts Guild is in default on both funding agreements with the City. The language, which constitutes a breach, is highlighted in yellow for easy reference.

**Funding Agreement (City):**

The City entered into a grant of \$100,000 in Hotel Occupancy Tax (HOT) funds to the Guild to enable the Guild to purchase real property and improve same as the “Lost Pines Art Center Project”, and to operate the Center according to the details and specifications set forth in the Guild concept and Operations plan, included as Exhibit A of the agreement.

**There are several notable terms of this contract:**

**2.11 – “Project”:** means Guild’s planned Lost Pines Art Center to be located on approximately 1.246 acres, more particularly described in Exhibit B, attached hereto. The Project may also identified and referred to as the “Arts Guild Project”, which shall consist of a development as shown by Concept Plan attached hereto as Exhibit A. The Project shall include, at a minimum, the following uses and amenities, a ±9,000 square foot main building that will house: (a) a major art gallery, (b) a lobby/retail gift shop, (c) 1-2 classrooms, (d) multiple leasable artists’ studios, and (e) a leasable, retail specialty wine/coffee shop. In addition, three of the four grain silos will be converted into working artist studios, and the fourth may be used as an efficiency apartment for an artist-in-residency program. The exterior grounds will be landscaped and may include an outdoor sculpture garden.

**4.3 Guild anticipates and commits to constructing the Project in Phases, as follows:**

Phase I	Begins December 31, 2013	Deconstruct portions of existing facilities.
Phase II	December 31, 2015	Construction of main building.
Phase III	Begin December 31, 2016 Ends December 31, 2017	Completed construction of all buildings/facilities.

**5.6 – The City’s Project Funds provide to the Guild shall be utilized solely for the purpose stated herein, related to the Property identified on Exhibit B.**

**5.11 – Successful Operations of Lost Pines Art Center.** In addition to the terms and conditions related to employment, as set forth in Section 6 below, to avoid an Act of Default, the Guild shall successfully operate the Lost Pines Art Center for a minimum period of two (2) years following the Initiation of Operations. Whether the Lost Pines Art Center is successful operating shall be in the sole discretion of the City, but shall generally mean that the Lost Pines Art Center is fully functioning in a manner that reflects positively on the City of Bastrop and its community. In the event the Lost Pines Art Center fails to successfully and continually operate for two (2) years after the Initiation of Operations, the Guild shall be in breach of the Agreement and shall be subject to Section 7. *(Initiation of Operations began on March 1, 2017 with the issuance of a Certificate of Occupancy. The facility must operation for two years until February 28, 2019.)*

**Second Funding Agreement – 380 (City):**

The City entered into a grant of \$300,000 from the General Funds, authorized by Chapter 380 Texas Local Government Code, to the Guild to promote local economic development and to stimulate business and commercial activity and around the City through the Guild project and center to purchase real property and improve same as the “Lost Pines Art Center Project”, and to operate the Center according to the details and specifications set forth in the Guild concept and Operations plan, included as Exhibit A of the agreement.

**There are several notable terms of this contract:**

**2.11 – “Project”:** means Guild’s planned Lost Pines Art Center to be located on approximately 1.246 acres, more particularly described in Exhibit A, attached hereto. The Project may also identified and referred to as the “Arts Guild Project”, which shall consist of a development as shown by Building Plan attached hereto as Exhibit B. The Project shall include, at a minimum, the following uses and amenities, a ±9,000 square foot main building that will house: (a) a major art gallery, (b) a lobby/retail gift shop, (c) 1-2 classrooms, (d) multiple leasable artists’ studios,

and (e) a leasable, retail specialty wine/coffee shop. In addition, three of the four grain silos will be converted into working artist studios, and the fourth may be used as an efficiency apartment for an artist-in-residency program. The exterior grounds will be landscaped and may include an outdoor sculpture garden.

**4.3 Guild anticipates and commits to constructing the Project in Phases, as follows:**

Phase I	Completed	Deconstruct portions of existing facilities.
Phase II	December 31, 2016	Construction of main building.
Phase III	Begin December 31, 2016 Ends December 31, 2017	Completed construction of all buildings/facilities.

**7.2 – Voluntary Termination by Guild.** The City recognizes that, under certain circumstances, the Guild may determine that it desires to terminate its obligations under this Second Agreement, prior to the end of the ten (10) year term of this Second Agreement for various reasons, including, for example: (1) ceasing to operate the Center in the City; (2) no longer remaining a 501 (C) (3); as defined in this Second Agreement; or (3) other reasons determined by the Guild. In the event of such circumstances, the Guild may withdraw from the Second Agreement by repaying the City a pro-rata portion of the Project Funds granted by the City, as detailed in the table shown immediately below. For purposes of calculating the amount due to the City, in the event of such a withdrawal, the date that the Center is issued a Certificate of Occupancy for the Center by the City will be the initial effective date, noted below.

Effective Dates (Original Contract)	Effective Dates (Issuance of C.O.)	End of Year Number	Percentage Due to City	Approx. Amount Due to City
February 2015 to February 2016	March 2017 to March 2018	1	100%	\$300,000
February 2016 to February 2017	March 2018 to March 2019	2	90%	\$270,000
February 2017 to February 2018	March 2019 to March 2020	3	80%	\$240,000
February 2018 to February 2019	March 2020 to March 2021	4	70%	\$210,000
February 2019 to February 2020	March 2021 to March 2022	5	60%	\$180,000
February 2020 to February 2021	March 2022 to March 2023	6	50%	\$150,000
February 2021 to February 2022	March 2023 to March 2024	7	40%	\$120,000
February 2021 to February 2022	March 2024 to March 2025	8	30%	\$90,000
February 2021 to February 2022	March 2025 to March 2026	9	20%	\$60,000
February 2021 to February 2022	March 2026 to March 2027	10	10%	\$30,000
February 2021 to February 2022	March 2027 to March 2028	11	0%	\$0

**POLICY EXPLANATION:**

As noted in the minutes from the March 22, 2018 minutes, the following direction was given to City Staff:

In Section 2.11 – Project, City of Bastrop agreement with the Arts Guild

- Sentence 3, eliminate the conversion of the silos to working artist studios.
- Sentence 3, eliminate the use of the silo as an efficiency apartment.
- Sentence 3, the City of Bastrop will extend the deadline to September 20, 2018. **(Should read September 30, 2018)**
- Sentence 4, the City of Bastrop will extend the deadline to July 30, 2018.

The assurance is that the Art Guild will not get any more public money until they have clearly met the purpose of the agreement. The City Manager was asked to work with Mr. Rose to ensure clarity of the revisions to the scope were documented in writing.

The language submitted by Mr. Rose is as follows, and is included in the attached amendments:

***“The exterior of the four silos will be refurbished. Walls and roofs will be patched and doors will function. One silo will be equipped with glass blowing equipment and an outside bleacher, covered by an awning, for purposes of viewing the glass blowing production. The other three silos will be useable as unconditioned space for art demonstrations and classes suitable for unconditioned space such as, but not limited to, sculpture, wood working, ceramics, alcohol inks. TCEQ requirements will be met in the reconditioning of silo space. Interior silo space will maintain their historical look to compliment the outdoor space and the modern design of the Art Center. The sculpture garden is substantially complete. The stage will be covered and minor landscaping, such as plantings along the sidewalk, will be installed.”***

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2018-43 of the City Council of City of Bastrop, Texas authorizing the City Manager to execute amendments on behalf of the City modifying the deadlines for construction for projects funded by the 2013 Funding Agreement and the 2015 380 Agreement with the Bastrop Fine Arts Guild; and establishing an effective date.

**ATTACHMENTS:**

- Resolution No. R-2018-43
- Amendment #1 to 2013 Funding Agreement
- Amendment #1 to 2015 380 Agreement

**RESOLUTION NO. R-2018-43**

**A RESOLUTION OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENTS ON BEHALF OF THE CITY MODIFYING THE DEADLINES FOR CONSTRUCTION FOR PROJECTS FUNDED BY THE 2013 FUNDING AGREEMENT AND THE 2015 380 AGREEMENT WITH THE BASTROP FINE ARTS GUILD; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Bastrop ("City") and the Board of Directors of the Bastrop Fine Arts Guild ("Guild") entered into a Funding Agreement on May 22, 2013; and

**WHEREAS**, the City and the Guild entered into a 380 Agreement on February 18, 2015; and

**WHEREAS**, partial progress has been made toward the completion of construction of the facilities, but additional time is necessary; and

**WHEREAS**, the City Council finds it to be reasonable, prudent and in the public interest to modify the two contracts.

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

**Section 1:** The City Council hereby approve Amendment #1 to the Funding Agreement.

**Section 2:** The City Council hereby approve Amendment #1 to the 380 Agreement.

**Section 3:** The City Council hereby authorizes the City Manager to execute both documents on behalf of the City of Bastrop.

**Section 4:** The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act.

**Section 5:** This Resolution becomes effective immediately.

**DULY RESOLVED & ADOPTED** by the City Council of the City of Bastrop, TX, on this, the 12<sup>th</sup> day of June, 2018.

**APPROVED:**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

Amendment #1 to the  
380 Agreement  
between the Bastrop Fine Arts Guild  
and the City of Bastrop

This Amendment #1 to the Funding Agreement between the City of Bastrop, an incorporated municipality (“City”), and the Bastrop Fine Arts Guild, a nonprofit corporation (“Guild”), the Agreement finally executed on February 18, 2015.

**WHEREAS**, the City and the Guild entered into a “Second Funding Agreement” on or about February 18, 2015 (“380 Agreement”); and

**WHEREAS**, the Guild has received local Hotel Occupancy Tax funding provided as consideration under the 380 Agreement, but has only made partial progress toward completion of the Project; and

**WHEREAS**, the Guild has committed an Act of Default, as defined by Section 7 of the 380 Agreement, through the Guild’s failure to comply with one or more of the requirements of the 380 Agreement, that being completion of portions of the Project, as defined by Section 2.11 of the Agreement; and

**WHEREAS**, the City has provided the Guild with Notice of Default by the Guild, in accordance with the 380 Agreement; and

**WHEREAS**, City and the Guild seek to modify the 380 Agreement in a manner that enables the Guild to continue construction and complete the Project, albeit in accordance with a modified timeline; and

**WHEREAS**, this Amendment is consistent with Section 9.15 of the 380 Agreement.

**NOW, THEREFORE**, in consideration of the mutual benefits described in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Guild agree as follows:

**1. Amendment.** Conflicting deadlines or current defaults notwithstanding, Article 4 [Construction Plan and Phasing] of the Agreement is hereby amended by adding Section 4.3.1 as follows:

**4.3.1 Phase IV.** September 30, 2018, shall be the deadline for completion of construction of all buildings and facilities of Project described in Section 2.11 of the Agreement, that being:

The exterior of the four silos will be refurbished. Walls and roofs will be patched and doors will function. One silo will be equipped with glass blowing equipment and an outside bleacher, covered by an awning, for purposes of viewing the glass blowing

production. The other three silos will be useable as unconditioned space for art demonstrations and classes suitable for unconditioned space such as, but not limited to, sculpture, wood working, ceramics, alcohol inks. TCEQ requirements will be met in the reconditioning of silo space. Interior silo space use will change over time as programs develop and needs change, but the exterior of the silos will maintain their historical look to compliment the outdoor space and the modern design of the Art Center. The sculpture garden is substantially complete. The stage will be covered and minor landscaping, such as plantings along the sidewalk, will be installed.

2. **Substantial Compliance.** Nothing herein shall be construed as the City's acceptance of substantial compliance in lieu of full compliance of default by the Guild.
3. **Reservation of Remedies.** Nothing herein shall be construed as waiving or modifying the remedies available to the City under the 380 Agreement, including repayment of the funding by the Guild.
4. **Additional Public Money.** The Guild will not be eligible for additional funding with public money until the purpose of this agreement has been met.

This Amendment #1 shall be effective immediately upon execution by all parties.

**City of Bastrop:**

**Bastrop Fine Arts Guild:**

by: \_\_\_\_\_

Lynda Humble  
City Manager

June \_\_\_\_, 2018

by: \_\_\_\_\_

Mark Rose  
President

June \_\_\_\_, 2018

Amendment #1 to the  
Funding Agreement  
between the City of Bastrop  
and the Bastrop Fine Arts Guild

This Amendment #1 to the Funding Agreement between the City of Bastrop, an incorporated municipality (“City”), and the Bastrop Fine Arts Guild, a nonprofit corporation (“Guild”), the Agreement finally executed on May 22, 2013.

**WHEREAS,** the City and the Guild entered into a Funding Agreement on or about May 22, 2013; and

**WHEREAS,** the Guild has received the funding provided as consideration under the Agreement, but has only made partial progress toward completion of the Project; and

**WHEREAS,** the Guild has committed an Act of Default, as defined by Section 2.1 of the Agreement, through the Guild’s failure to timely, fully, and completely comply with one or more of the requirements of the Agreement, that being completion of portions of the Project, as defined by Section 2.11 of the Agreement; and

**WHEREAS,** the City has provided the Guild with Notice of Default by the Guild, in accordance with the Agreement; and

**WHEREAS,** City and the Guild seek to modify the Agreement in a manner that enables the Guild to continue construction and complete the Project, albeit in accordance with a modified timeline; and

**WHEREAS,** this Amendment is consistent with Section 9.1 of the Agreement.

**NOW, THEREFORE,** in consideration of the mutual benefits described in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Guild agree as follows:

**1. Amendment.** Conflicting deadlines or current defaults notwithstanding, Article 4 [Construction Plan and Phasing] of the Agreement is hereby amended by adding Section 4.4 as follows:

**4.4. Phase IV.** September 30, 2018, shall be the deadline for completion of construction of all buildings and facilities of Project described in Section 2.11 of the Agreement, that being:

The exterior of the four silos will be refurbished. Walls and roofs will be patched and doors will function. One silo will be equipped with glass blowing equipment and an outside bleacher, covered by an awning, for purposes of viewing the glass blowing production. The other three silos will be useable as unconditioned space for art

demonstrations and classes suitable for unconditioned space such as, but not limited to, sculpture, wood working, ceramics, alcohol inks. TCEQ requirements will be met in the reconditioning of silo space. Interior silo space use will change over time as programs develop and needs change, but the exterior of the silos will maintain their historical look to compliment the outdoor space and the modern design of the Art Center. The sculpture garden is substantially complete. The stage will be covered and minor landscaping, such as plantings along the sidewalk, will be installed.

2. **Substantial Compliance.** Nothing herein shall be construed as the City's acceptance of substantial compliance in lieu of full compliance of default by the Guild.
3. **Reservation of Remedies.** Nothing herein shall be construed as waiving or modifying the remedies available to the City under the Agreement, including repayment of the funding by the Guild.
4. **Additional Public Money.** The Guild will not be eligible for additional funding with public money until the purpose of this agreement has been met.

This Amendment #1 shall be effective immediately upon execution by all parties.

**City of Bastrop:**

by: \_\_\_\_\_

Lynda Humble  
City Manager

June \_\_\_\_, 2018

**Bastrop Fine Arts Guild:**

by: \_\_\_\_\_

Mark Rose  
President

June \_\_\_\_, 2018



# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 9B

**TITLE:**

Consider action to approve Resolution R-2018-33 of the City Council of the City of Bastrop, Texas approving a Municipal Maintenance Agreement between the City of Bastrop and the Texas Department of Transportation; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Trey Job, Managing Director of Public Works & Leisure Services

**BACKGROUND/HISTORY:**

This is an updated Municipal Maintenance Agreement, which will replace year 2000 version. This Agreement includes expanded language detailing what highway frontage roads, etc., the City will be responsible for mowing and landscaping. Specifically, they include:

Non-Controlled Access Highways

- SH 21: From State Hwy 95 to east Bastrop City limit
- SH 95: From State Hwy 71 to norther Bastrop City limit
- SH 304: From State Hwy 71 to southern Bastrop City limit
- SL 150: From State Hwy 71 west to State Hwy 71 east
- FM 969: From State Hwy 71 to norther Bastrop City limit
- FM 20: From State Hwy 71 to southern Bastrop City limit

Controlled Access Highways

- State Hwy 71 at Loop 150/Tahitian Village
- State Hwy 71 at State Hwy 95
- State Hwy 71 at Loop 150/Childers Dr.
- State Hwy 71 at State Hwy 304
- State Hwy 71 at FM 20
- State Hwy 95 at State Hwy 21/Loop 150

**POLICY EXPLANATION:**

Chapter 311 of the Transportation Code give the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of state highways within and through its corporate limits.

**FUNDING SOURCE:**

This project will be funded through the Innovation Fund and will continue to be budgeted annually.

**RECOMMENDATION:**

Consider action to approve Resolution R-2018-33 of the City Council of the City of Bastrop, Texas approving a Municipal Maintenance Agreement between the City of Bastrop and the Texas Department of Transportation; attached as Exhibit A; authorizing the City Manager to execute all necessary documents; and establishing an effective date.

**ATTACHMENTS:**

- Resolution
- Municipal Maintenance Agreement



**RESOLUTION NO. R-2018-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A MUNICIPAL MAINTENANCE AGREEMENT BETWEEN THE CITY OF BASTROP AND THE TEXAS DEPARTMENT OF TRANSPORTATION; ATTACHED AS EXHIBIT A; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; 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 has an interest in maintaining State Highways within and through the City of Bastrop and Bastrop County; and

**WHEREAS**, The City of Bastrop originally entered into a Municipal Maintenance Agreement with the Texas Department of Transportation in 2000; and

**WHEREAS**, The Municipal Maintenance Agreement includes language detailing what Highway frontage roads, etc., the City of Bastrop will be responsible for mowing and landscaping; and

**WHEREAS**, The City of Bastrop has recognized the need for an updated Municipal Maintenance Agreement with the Texas Department of Transportation; and

**WHEREAS**, Pursuant to Chapter 311 of the Transportation Code gives the City of Bastrop exclusive dominion, control and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

**WHEREAS**, the City Council finds that a very significant public interest is served by the completion of a Municipal Maintenance 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 Municipal Maintenance Agreement between the City of Bastrop and the Texas Department of Transportation. (Exhibit A)

**Section 2:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 12<sup>th</sup> day of June, 2018.

**APPROVED:**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney



# MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of \_\_\_\_\_ (population \_\_\_\_\_, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

## WITNESSETH

**WHEREAS**, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

**WHEREAS**, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

**WHEREAS**, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

**WHEREAS**, the City has requested the State to assist in the maintenance and operation of State highways within such City:

## AGREEMENT

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

## COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:
  - A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.
  - B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.
2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.
3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

## GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.
2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.
3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.
4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.
5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements.
6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

when having the  
appropriate resources  
available may

7. The City ~~shall~~ enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.
8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.
9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.
10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.
11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.
12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

## **NON-CONTROLLED ACCESS HIGHWAYS**

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

### **State's Responsibilities (Non-Controlled Access)**

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.
2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.
3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.
5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.
6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.
7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.
8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

#### **City's Responsibilities (Non-Controlled Access)**

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.
2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.
3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).
4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.
5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.
6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.
7. Perform mowing and litter pickup.
8. Sweep and otherwise clean the pavement.
9. Perform snow and ice control.

#### **CONTROLLED ACCESS HIGHWAYS**

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

### **State's Responsibilities (Controlled Access)**

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.
2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.
3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.
4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.
5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.
6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.
7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

### **City's Responsibilities (Controlled Access)**

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.
2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.
3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.
4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.
5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

**TERMINATION**

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures, the City of \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Texas Department of Transportation, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_

CITY OF \_\_\_\_\_

BY \_\_\_\_\_

(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY \_\_\_\_\_

(District Engineer)

\_\_\_\_\_ District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

**NOTE:** To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

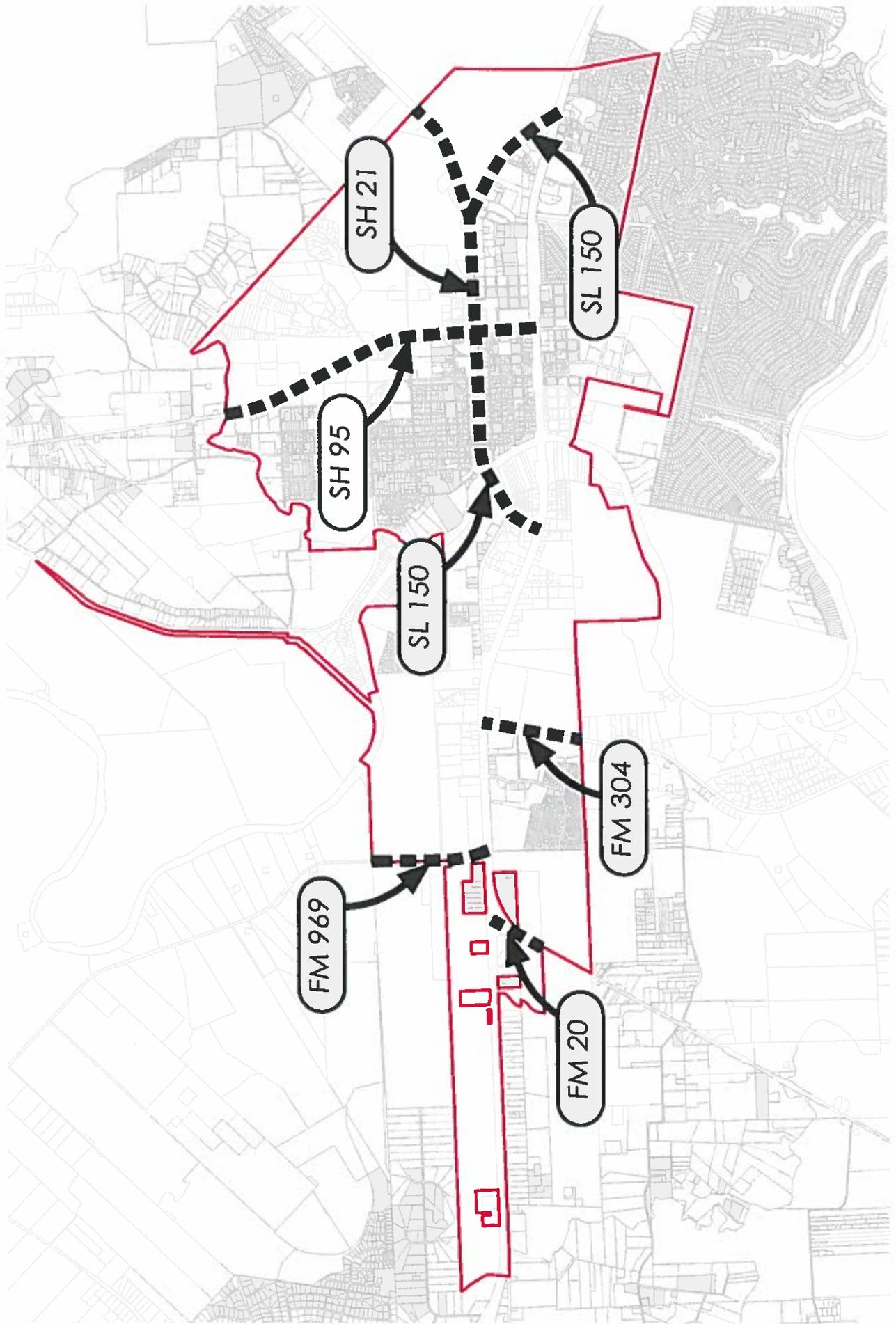
## EXHIBIT A

**TABLE I  
NON-CONTROLLED ACCESS HIGHWAYS  
(See Figure A-1)**

HWY	Description
SH 21	From State Highway 95 to east Bastrop City limit
SH 95	From State Highway 71 to northern Bastrop City limit
SH 304	From State Highway 71 to southern Bastrop City limit
SL 150	From State Highway 71 west to State Highway 71 east
FM 969	From State Highway 71 to northern Bastrop City limit
RM 20	From State Highway 71 to southern Bastrop City limit

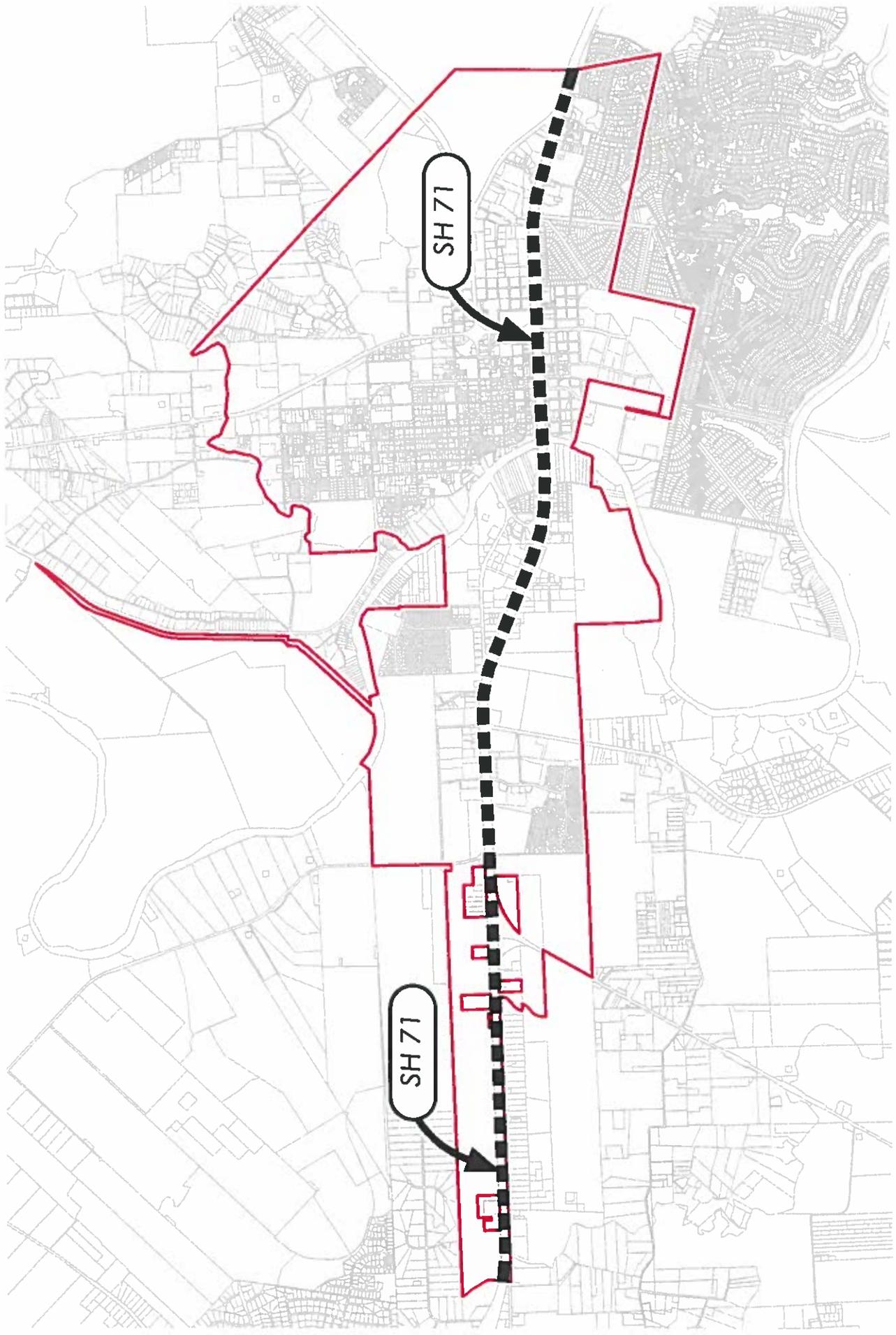
  

Maintenance Activity/Facility-Type	Responsibility	
	State	City
Traffic control signs and pavement striping/markings, highway routing signs.	<b>X</b>	
All pavement base and surface maintenance, repair, reconstruction, and resurfacing.	<b>X</b>	
Assist with mowing, sweeping, cleaning, and litter control to supplement City resources when requested by the City and if State resources are available.	<b>X</b>	
Assist with snow and ice control to supplement City resources when requested by the City and if State resources are available.	<b>X</b>	
All pedestrian and bicycle assets including pedestrian bridges, pedestrian rail, sidewalks, curb ramps, shared use path, bike lanes, bikeways or trails.		<b>X</b>
Drainage facilities outside of normal highway right-of-way.		<b>X</b>
All duties not specifically delineated as being State's responsibility.		<b>X</b>



**EXHIBIT B**  
**TABLE II**  
**CONTROLLED ACCESS HIGHWAYS**  
**(See Figure B-1)**

SH 71	From east city limit to west city limit		
Maintenance Activity/Facility-Type		Responsibility	
		State	City
1. Main lanes, main lane bridges and entrance/exit ramps:		X	
Normal route markings, directional and destination signs and pavement striping/markings.		X	
All pavement base and surface maintenance, repair, reconstruction, and resurfacing.		X	
Drainage facilities		X	
Snow and ice control		X	
Mowing		X	
Litter and debris control.		X	
2. Frontage roads, median between main lane and frontage road, area between frontage road and right-of-way line:			
Same as above except:			
Assist with mowing and litter/debris control to supplement City resources when requested by the City and if State resources are available.		X	
3. Frontage roads, median between main lane and frontage road, area between frontage road and right-of-way line:			
Mowing and landscaping at intersections			X
State Highway 71 at Loop 150/Tahitian Village			X
State Highway 71 at State Highway 95			X
State Highway 71 at Loop 150/Childress Dr.			X
State Highway 71 at State Highway 304			X
State Highway 71 at Farm to Market 20			X
State Highway 95 at State Highway 21 / Loop 150			X



## Signal Agreement

Loop 150 (Chestnut Street) and Pecan Street



## Texas Department of Transportation

P.O. BOX 15426 | AUSTIN, TEXAS 78761-5426 | (512) 832-7000 | WWW.TXDOT.GOV

December 6, 2013

Mike Talbot, City Manager  
City of Bastrop  
1311 Chestnut Street  
Bastrop, Texas 78602

Dear Mr. Talbot:

The Texas Department of Transportation (TxDOT) would like to enter an agreement with the City of Bastrop to modify the signal at the intersection of Loop 150 (Chestnut St.) and Pecan St. We are in the process of upgrading the existing signal design to new mast arm signals. However, limited state right of way at the above intersection requires that we use city right of way along Pecan Street to install signal poles and equipment.

With your concurrence for the use of the right of way, TxDOT will be responsible for the installation, maintenance and operation of these signals, including the relocation of these signals, should that ever be necessary.

The authority to enter this agreement can be found in the Municipal Maintenance Agreement of 2000. This agreement allows the City and State to determine the maintenance responsibilities of each entity. Specifically, it addresses *"Traffic control devices, such as signs, traffic signals ... in respect to type of device, points of installation, and necessity will be fixed by agreement with the State after traffic and Engineering surveys have been made."* See the attached exhibit for the locations and types of devices to be installed within the city's right of way.

By your signature below, the City of Bastrop will allow TxDOT to install and maintain signal equipment within the right of way of Pecan St. at the intersection of Loop 150. After signing each of these duplicate letters please retain one for your files and return the other for our files. You may retain the attached exhibit for your files. Should you have any questions, please contact Wayne Rehnberg, P.E. at (512) 832-7019.

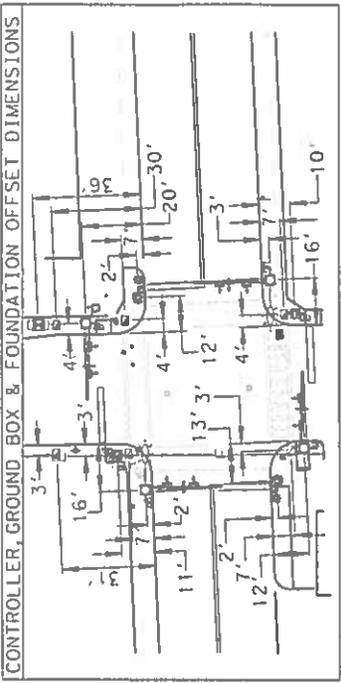
Sincerely,

Greg A. Malatek P.E.  
Austin District Engineer

The City of Bastrop agrees to the conditions stated in this letter:

Mike Talbot, City Manager  
City of Bastrop

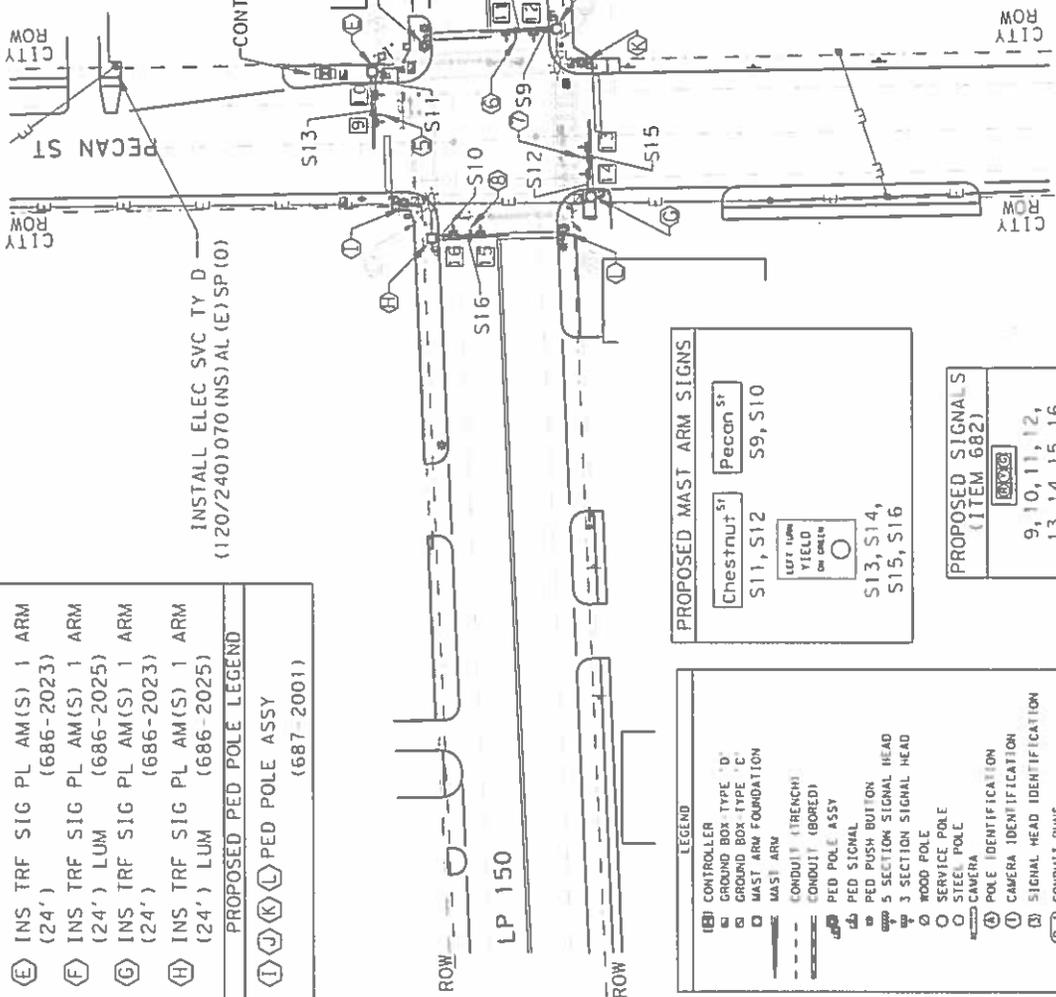
cc: Roy M. Dill, P.E., Bastrop Area Engineer, TxDOT, Austin District  
Imelda L. Barrett, P.E., Director of Transportation Operations, TxDOT, Austin District



CONTROLLER, GROUND BOX & FOUNDATION OFFSET DIMENSIONS

PROPOSED MAST ARMS	
(E)	INS TRF SIG PL AM(S) 1 ARM (24') (686-2023)
(F)	INS TRF SIG PL AM(S) 1 ARM (24') LUM (686-2025)
(G)	INS TRF SIG PL AM(S) 1 ARM (24') (686-2023)
(H)	INS TRF SIG PL AM(S) 1 ARM (24') LUM (686-2025)
PROPOSED PED POLE LEGEND	
(I)	J(K)(L) PED POLE ASSY (687-2001)

INSTALL ELEC SVC TY D (120/240)070(NS)/AL(E)SP(10)



PROPOSED LAYOUT  
LP 150 at  
Pecan Street  
Bastrop County

STATE	FEDERAL AID PROJECT NO.	DATE
TX	6	11/11/13
COUNTY	NO. OF SHEETS	PROJECT NO.
Bastrop	14	LP 150



© 2013 by Texas Department of Transportation; all rights reserved

PROPOSED MAST ARM SIGNS	
Chestnut St	Pecan St
S11, S12	S9, S10
LEFT TURN YIELD ON GREEN	
S13, S14, S15, S16	

PROPOSED SIGNALS (ITEM 682)	
9, 10, 11, 12, 13, 14, 15, 16	

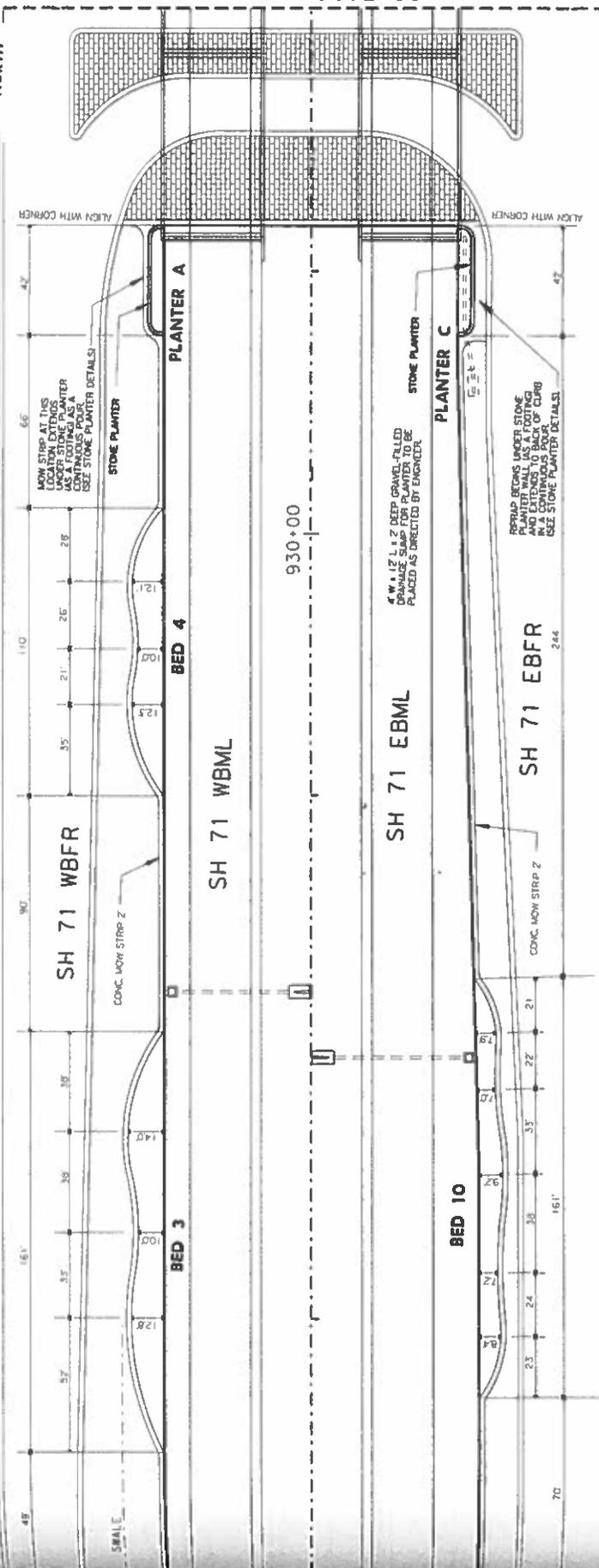
LEGEND	
(E)	CONTROLLER
(G)	GROUND BOX TYPE 'D'
(C)	GROUND BOX TYPE 'C'
(D)	MAST ARM FOUNDATION
(F)	MAST ARM
(---)	CONDUIT (TRENCH)
(---)	CONDUIT (BORED)
(J)(K)(L)	PED POLE ASSY
(S)	PED SIGNAL
(P)	PED PUSH BUTTON
(H)	5 SECTION SIGNAL HEAD
(W)	3 SECTION SIGNAL HEAD
(O)	WOOD POLE
(S)	SERVICE POLE
(O)	STEEL POLE
(C)	CAMERA
(A)	POLE IDENTIFICATION
(I)	CAMERA IDENTIFICATION
(S)	SIGNAL HEAD IDENTIFICATION
(R)	CONDUIT RUNS
(L)	LUMINAIRE
(A)	ANTENNA

Project Layout /  
Landscaping Layout

State Highway 71 at State Highway 304



MATCHLINE STA. 932+00



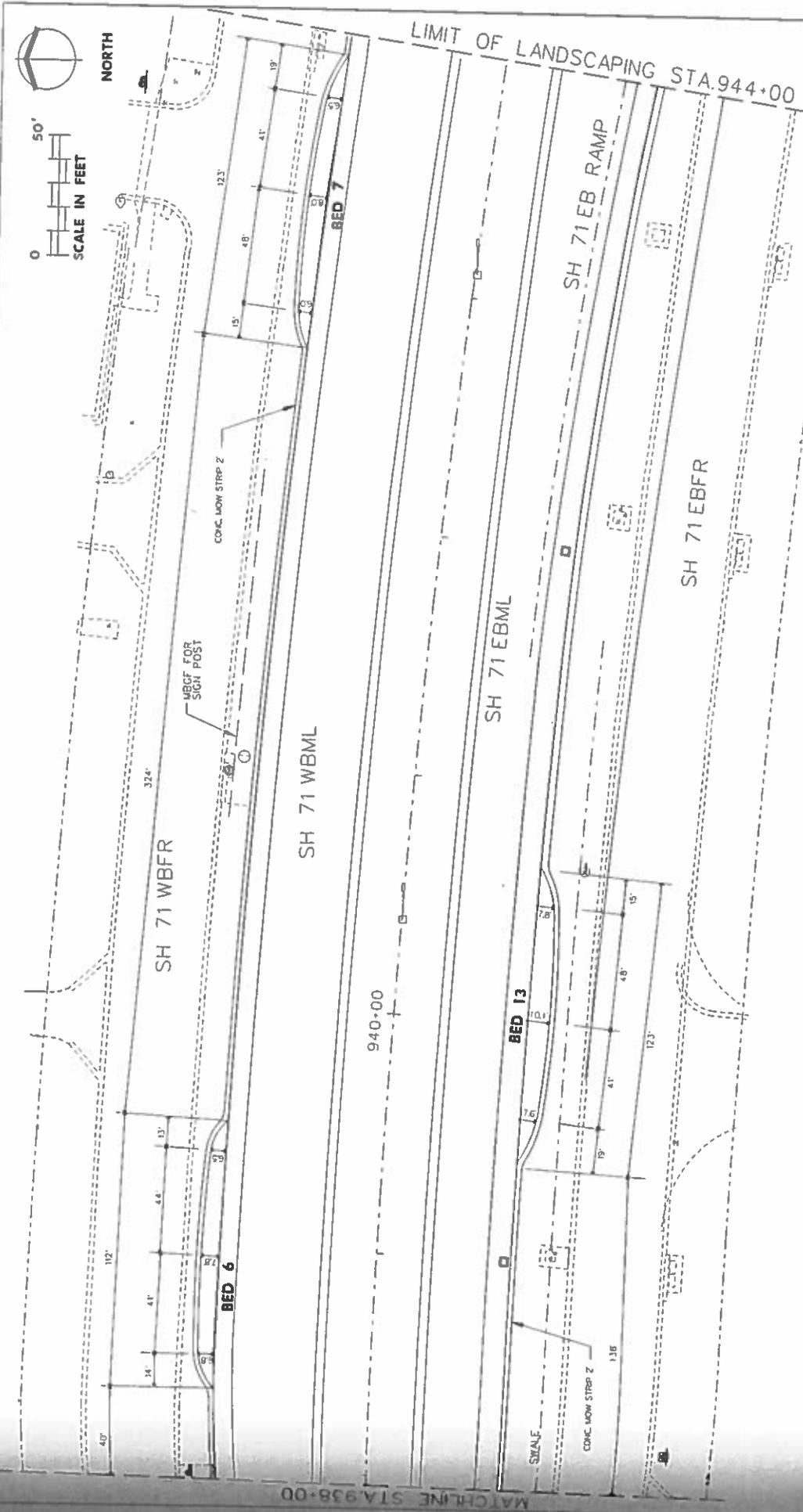
- NOTES:**
1. PLANTING BED AREAS SHALL BE Laid OUT IN SMOOTH CURVES.
  2. ALL BED DIMENSIONS ARE MADE TO THE INSIDE OF THE MOW STRIP.
  3. CONTRACTOR SHALL MARK BED AREAS FOR ENGINEERS APPROVAL.
  4. CONTRACTOR SHALL REMOVE EXISTING VEGETATION FROM PLANTING BED AREAS DESCRIBED IN THE GENERAL NOTES.
  5. IF BED LAYOUT CONFLICT WITH OTHER ELEMENTS, CONTACT ENGINEER FOR DIRECTION.

**BED LAYOUT**  
SHEET 2 OF 4  
Texas Dept. of Transportation  
PROJECT NO. 115  
COUNTY BASTROP  
CONTRACT DATE 08/01/05





SCALE IN FEET  
0 50'



**NOTES:**

1. PLANTING BED AREAS SHALL BE LAD OUT IN SMOOTH CURVES.
2. ALL BED DIMENSIONS ARE MADE TO THE INSIDE OF THE MOW STRIP.
3. CONTRACTOR SHALL MARK BED AREAS FOR ENGINEER'S APPROVAL.
4. CONTRACTOR SHALL REMOVE EXISTING VEGETATION FROM PLANTING BED AREAS AS DIRECTED BY THE GENERAL NOTES.
5. IF BED LAYOUT CONFLICT WITH OTHER ELEMENTS, CONTACT ENGINEER FOR DIRECTION.

**BED LAYOUT**

SHEET 4 OF 4  
© 2006 Texas Department of Transportation

PROJECT	10285	NO. PROJECT	00
STATE	TEXAS	STIP PROJECT	00218
SECTION	14	CONTRACT	000
DATE	02/25/04	DESIGNER	003
		DATE	02/25/04
		BY	003
		CHECKED	003
		DATE	02/25/04
		BY	003
		CHECKED	003
		DATE	02/25/04

January 25, 2017

Texas Department of Transportation  
Bastrop Area Office  
174 Highway 21 East,  
Bastrop, Texas 78602



**RE: Letter of Commitment  
SH 71 Corridor Landscaping Project**

To Whom It May Concern:

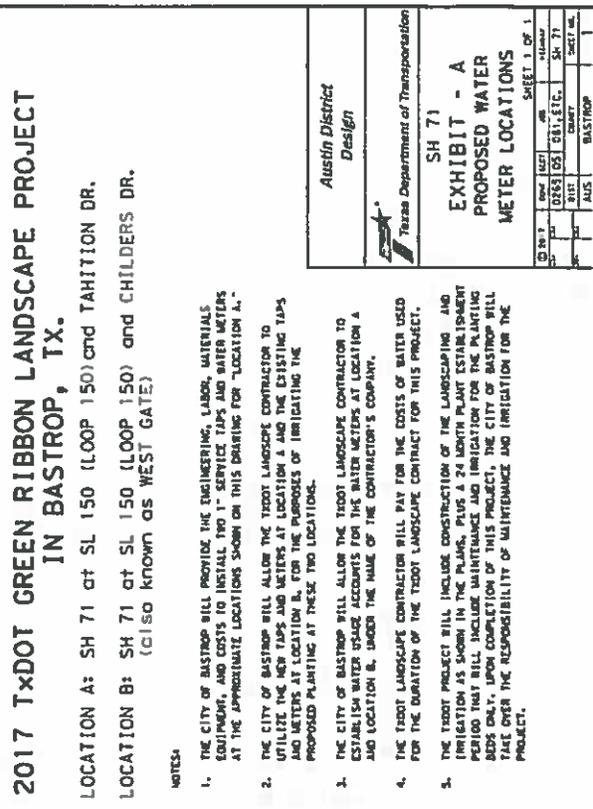
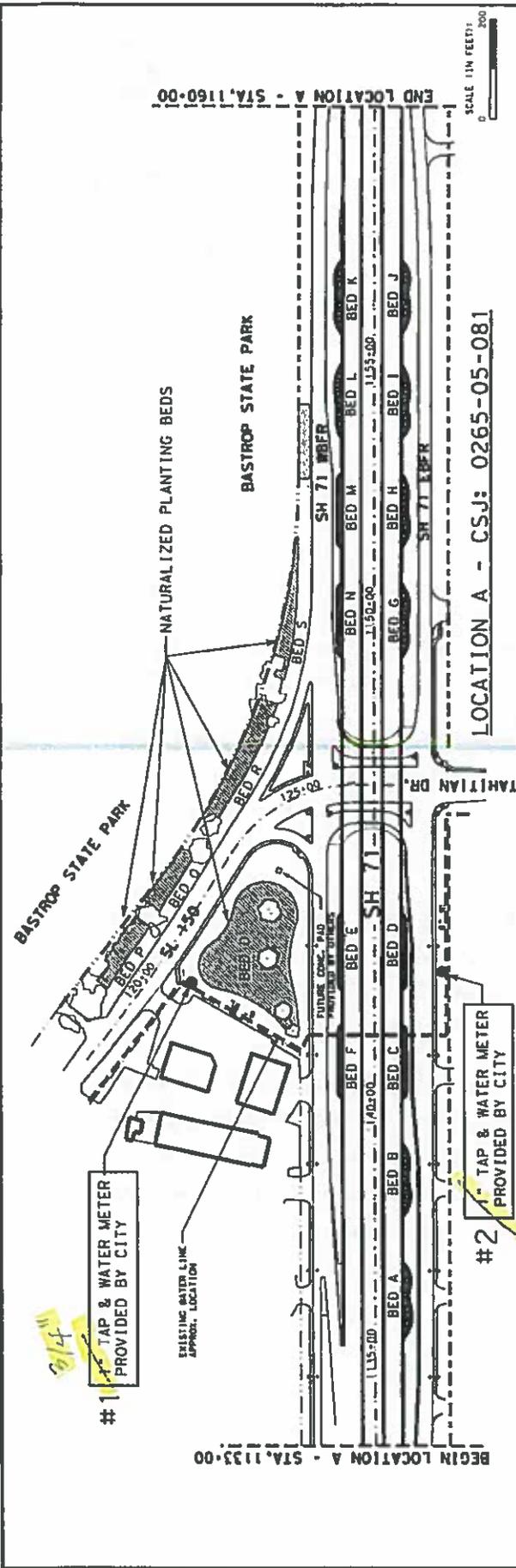
As part of its support for the above-referenced project, The City of Bastrop agrees to the following:

1. Provide the engineering, labor, materials, equipment, and costs to install two 3/4" service taps and water meters at the approximate locations shown for PROJECT LOCATION A on EXHIBIT A.
2. Allow the TxDOT landscape contractor to utilize the new taps and meters at PROJECT LOCATION A, and the existing taps and meters at PROJECT LOCATION B, for the purposes of irrigating the proposed landscape project.
3. Allow the TxDOT landscape contractor to establish water usage accounts, under the name of the contractor's company, for the water meters at both project locations. The TxDOT landscape contractor will pay the City of Bastrop for the costs of water used for the duration of the contract.
4. Upon completion of the contract, the City of Bastrop will assume the responsibility for maintaining and irrigating the project. The City of Bastrop agrees to keep the plantings in an acceptable and presentable condition for the public and for the safe operations of the highway. This includes the immediate stoppage and repair of irrigation leaks, water spills, or maintenance issues that negatively impact highway safety, as well as providing an immediate response to complaints or concerns from the public.

Sincerely,

A handwritten signature in cursive script, appearing to read "Marvin Townsend".

Marvin Townsend  
City Manager, City of Bastrop



**2017 TxDOT GREEN RIBBON LANDSCAPE PROJECT  
IN BASTROP, TX.**

LOCATION A: SH 71 at SL 150 (LOOP 150) and TAHITIAN DR.  
LOCATION B: SH 71 at SL 150 (LOOP 150) and CHILDERS DR.  
(also known as WEST GATE)

**NOTES:**

1. THE CITY OF BASTROP WILL PROVIDE THE ENGINEERING, LABOR, MATERIALS, EQUIPMENT, AND COSTS TO INSTALL TWO (2) 1" SERVICE TAPS AND WATER METERS AT THE APPROXIMATE LOCATIONS SHOWN ON THIS DRAWING FOR "LOCATION A."
2. THE CITY OF BASTROP WILL ALLOW THE TxDOT LANDSCAPE CONTRACTOR TO UTILIZE THE NEW TAPS AND METERS AT LOCATION A AND THE EXISTING TAPS AND METERS AT LOCATION B, FOR THE PURPOSES OF IRRIGATING THE PROPOSED PLANTING AT THESE TWO LOCATIONS.
3. THE CITY OF BASTROP WILL ALLOW THE TxDOT LANDSCAPE CONTRACTOR TO ESTABLISH WATER USAGE ACCOUNTS FOR THE WATER METERS AT LOCATION A AND LOCATION B, UNDER THE NAME OF THE CONTRACTOR'S COMPANY.
4. THE TxDOT LANDSCAPE CONTRACTOR WILL PAY FOR THE COSTS OF WATER USED FOR THE DURATION OF THE TxDOT LANDSCAPE CONTRACT FOR THIS PROJECT.
5. THE TxDOT PROJECT WILL INCLUDE CONSTRUCTION OF THE LANDSCAPING AND IRRIGATION AS SHOWN IN THE PLANS, PLUS A 24 MONTH PLANT ESTABLISHMENT PERIOD THAT WILL INCLUDE MAINTENANCE AND IRRIGATION FOR THE PLANTING BEDS ONLY. UPON COMPLETION OF THIS PROJECT, THE CITY OF BASTROP WILL TAKE OVER THE RESPONSIBILITY OF MAINTENANCE AND IRRIGATION FOR THE PROJECT.

Austin District Design	
Texas Department of Transportation	
SH 71	
EXHIBIT - A	
PROPOSED WATER	
METER LOCATIONS	
DATE	SHEET 1 OF 1
BY	DESIGNER
CHECKED	DATE
APPROVED	PROJECT NO.
AUS	BASTROP

## Project Layout /

State Highway 71 at Farm to Market 20

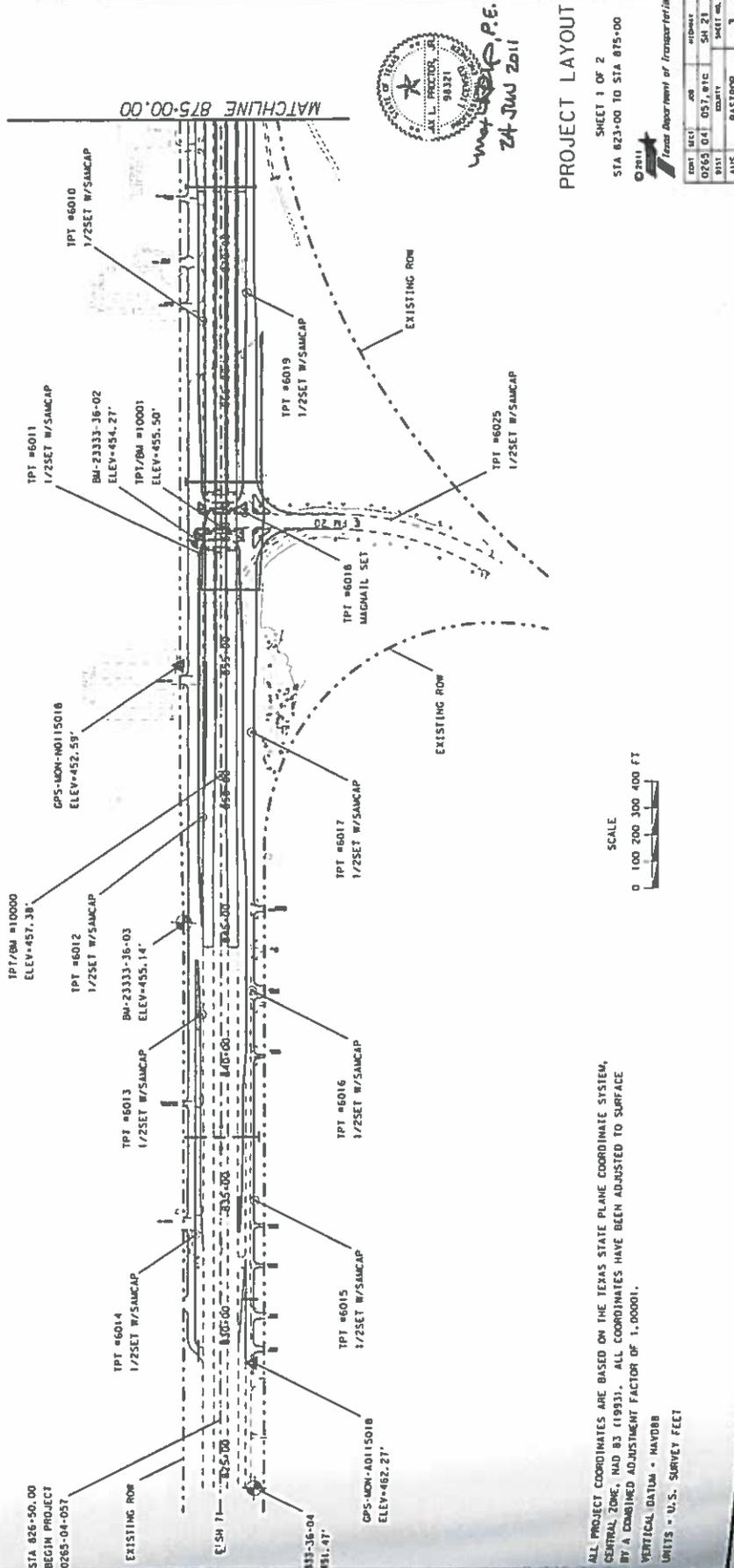
1\0265-04-054.dwg VPS&NO3-RDRTY\PROJECT1.dwg  
9/31/09 AM

**PROJECT BENCHMARK LIST (VERTICAL ONLY)**

- NO. 23333-36-023 "SQUARE" CUT IN TOP OF CONCRETE HEADWALL LOCATED AT THE INTERSECTION OF SH 71 AND FM 20, NORTH SIDE OF SH 71, +/- 20 FEET NORTH OF WESTWARD EDGE OF PAVEMENT, +/- 65 FEET SOUTH OF WIRE FENCE. ELEV. 454.27'
- NO. 23333-36-033 IS A RAILROAD SPIRE IN POWER POLE ON THE NORTH RIGHT-OF-WAY LINE OF SH 71, +/- 72.2 FEET OFF OF EDGE OF PAVEMENT, APPROXIMATELY 1500 FEET WEST OF FM 20. ELEV. 455.14'
- NO. 23333-36-04 IS A SQUARE CUT IN TOP OF HEADWALL OF A 3' X 4' CULVERT LOCATED 7/10 MI. WEST OF THE S.H. 71 / S.H. 20 INTERSECTION, BEING 52.2 FEET NORTH-EAST OF A POWER POLE, 14 FEET SOUTH OF THE S.H. 71 SOUTH FRONTAGE EDGE OF PAVEMENT, AND 65.4 FEET EAST OF A DRIVE DRIVE. ELEV. 451.47'

**SECONDARY CONTROL POINTS - SURFACE COORDINATES**

POINT #	Y	X	Z	DESCRIPTION
6010	10016730.80	3233302.80	449.37	IPT1: 1/2SET SAMCAP
6011	10016698.89	3232433.86	456.24	IPT1: 1/2SET SAMCAP
6012	10016660.25	3231454.26	456.83	IPT1: 1/2SET SAMCAP
6013	10016633.84	3230718.38	455.61	IPT1: 1/2SET SAMCAP
6014	10016622.81	3229899.75	456.47	IPT1: 1/2SET SAMCAP
6015	10016409.78	3230033.71	452.07	IPT1: 1/2SET SAMCAP
6016	10016451.30	3230081.06	456.05	IPT1: 1/2SET SAMCAP
6017	10016489.11	3231779.77	451.20	IPT1: 1/2SET SAMCAP
6018	10016547.11	3232598.57	455.48	IPT1: MAIL - MAGSET
6019	10016569.76	3233414.66	447.16	IPT1: 1/2SET SAMCAP
6025	10016003.40	3232592.26	471.87	IPT1: 1/2SET SAMCAP
10000	10016598.27	3231612.91	457.38	IPT1: COT-SPIN SET/STA-850+55
10001	10016634.36	3232542.21	455.50	IPT1: COT-SPIN SET/STA-859+85



**PROJECT LAYOUT**  
SHEET 1 OF 2  
STA 826+50 TO STA 875+00  
Texas Department of Transportation  
COUNTY: 057, B1C: county, SHEET NO.: SH 21, SHEET NO.: 3  
AUS: BASTROP

ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 (1983). ALL COORDINATES HAVE BEEN ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00001.  
VERTICAL DATUM - NAVD88  
UNITS - U.S. SURVEY FEET

W. J. PROCTOR & ASSOCIATES, INC.  
24 JUN 2011

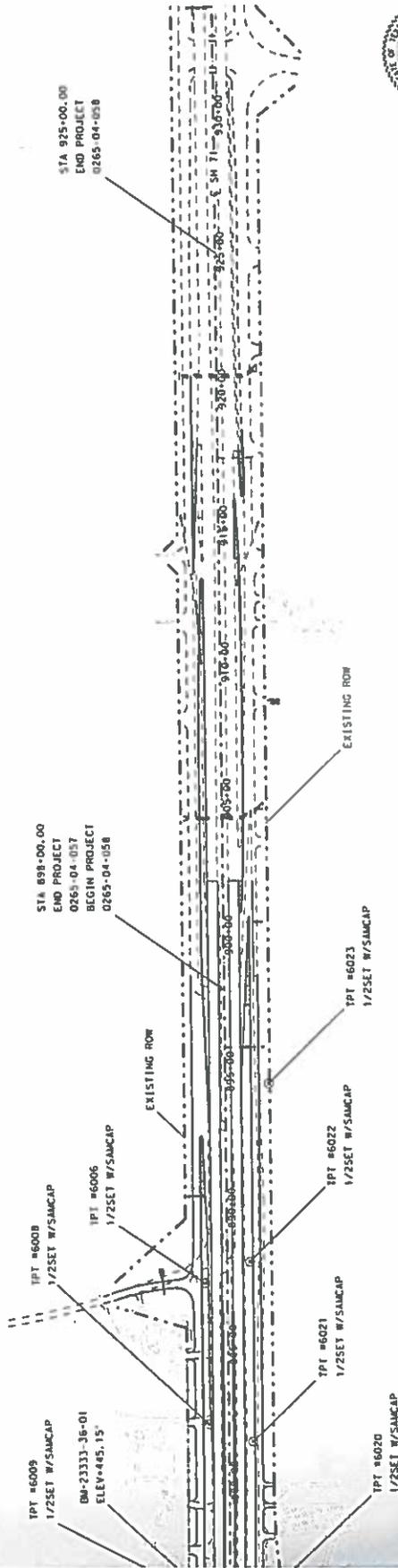
0265-04-004 REV A PLS SEE 103-R017A PROJECT L2.dgn  
9/04/31 AM

OBJECT BENCHMARK LIST (VERTICAL ONLY)

1. 23333-36-01: "SQUARE" CUT IN CONCRETE DRIVEWAY FOR BLUEBONNET  
ELECTRIC COMPANY, NORTH SIDE OF FM 71, +/- 1500 FEET EAST OF +/- 1200  
FEET WEST OF FM 869.  
E.V. 445.15'

SECONDARY CONTROL POINTS - SURFACE COORDINATES

POINT #	Y	X	Z	DESCRIPTION
5000	10016743.62	3235355.09	415.39	TPT#C01-SPIN SET/STA-808+00
6006	10016822.28	3235280.83	417.74	TPT#1/2SET SAMCAP
6008	10016791.86	3234764.07	437.62	TPT#1/2SET SAMCAP
6009	10016762.46	3234095.65	445.54	TPT#1/2SET SAMCAP
6020	10016545.55	3234143.10	442.02	TPT#1/2SET SAMCAP
6021	10016630.34	3234705.20	443.27	TPT#1/2SET SAMCAP
6022	10016660.07	3235363.32	409.68	TPT#1/2SET SAMCAP
6023	10016610.75	3236017.59	388.95	TPT#1/2SET SAMCAP
6024	10017439.42	3235116.26	412.65	TPT#C01-SPIN SET/STA-876+06
10002	10016697.27	3234161.99	445.36	TPT#C01-SPIN SET/STA-876+06



WILL L. PROCTOR, JR.  
LICENSED SURVEYOR  
98321  
MAY 24 2011

**PROJECT LAYOUT**

SHEET 2 OF 2

STA 875+00 TO STA 934+00

END PROJECT  
0265-04-008

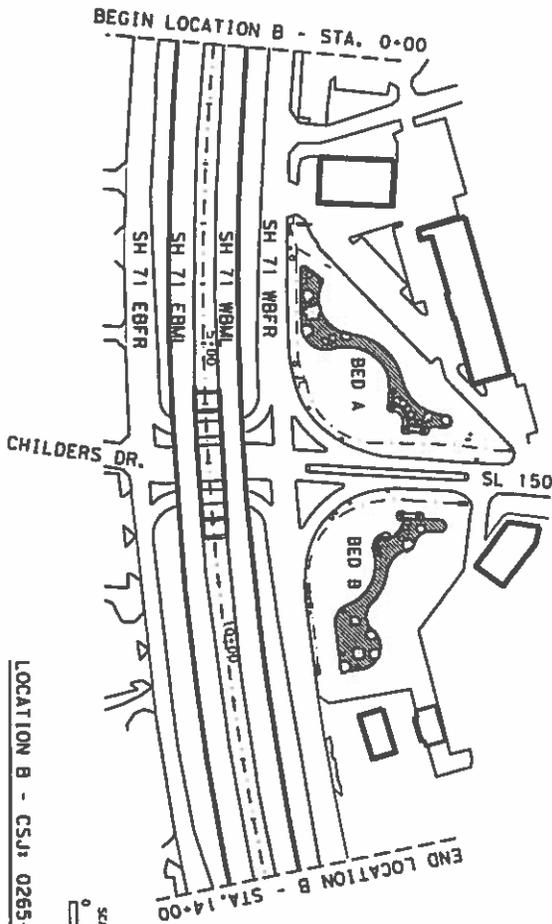
Texas Department of Transportation

DATE	BY	CHKD	SH
02/25/04	037	076	21
PROJECT			SHEET NO.
AUS			BASTROP
			4

ALL PROJECT COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, MAD 83 (1983). ALL COORDINATES HAVE BEEN ADJUSTED TO SURFACE BY A COMBINED ADJUSTMENT FACTOR OF 1.00001.  
VERTICAL DATUM = NAVD83  
UNITS = U.S. SURVEY FEET

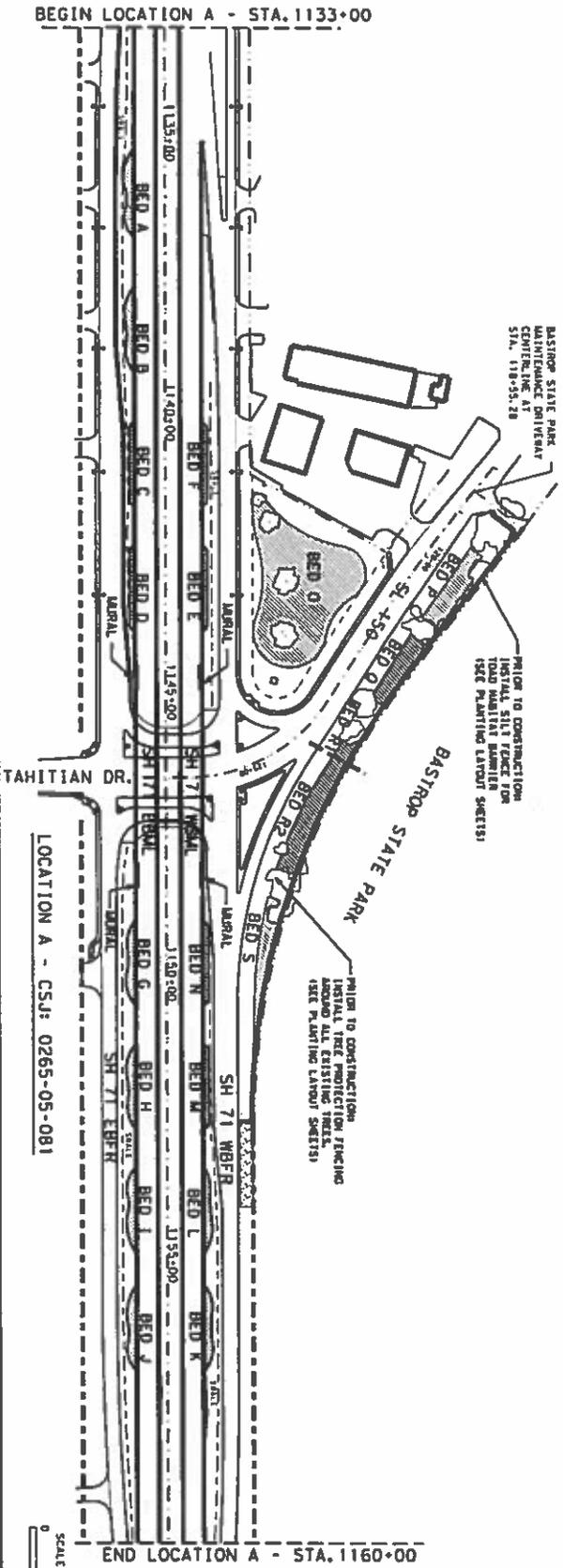
## Project Layout /

State Highway 71 at Lp 150 / Tahitian Drive



LOCATION B - CSJ: 0265-04-065

SCALE (1/4" = 1'-0")



LOCATION A - CSJ: 0265-05-081

SCALE (1/4" = 1'-0")

- SITE CONDITIONS AND MEASUREMENTS**
- BE ADVISED THAT DITCHES, TRENCHES, SLOPES, JURISDICTIONS, AND OTHER POTENTIAL CONFLICTS MAY NOT BE SHOWN ON THE PLANS. EXAMINE THE SITE PRIOR TO CONSTRUCTION AND REPORT AREAS OF POTENTIAL EROSION AND OTHER CONFLICTS, FOR DIRECTION, PLACE AND EROSION CONTROL DEVICES AND ADJUST BED LOCATIONS, AS DIRECTED.
  - BED LAYOUT DIMENSIONS ARE MEASURED FROM FACE OF CURB, UNLESS SHOWN OTHERWISE. LAYOUT BEDS BEFORE ERADICATING TREES TO INSURE THAT BEDS ARE PLACED TO MINIMIZE POTENTIAL EROSION AND BLOWOUT.
- TREE PROTECTION**
- REFER TO TRP-16 AND TREE PROTECTION DETAILS SHEET
- PRIOR TO CONSTRUCTION, PROVIDE AND SECURELY INSTALL SAFETY FENCING AROUND THE CRITICAL ROOT ZONES FOR EACH EXISTING TREE ON TREE GROUPING. THE CRITICAL ROOT ZONE LIMITS ARE MEASURED AT 1 FOOT DISTANCE FROM TRUNK FOR EVERY 1 INCH OF TRUNK DIAMETER.
  - DO NOT ALLOW THE FOLLOWING ACCESS, ACTIVITIES, OR STORAGE WITHIN THE CRITICAL ROOT ZONES:
    - VEHICLES, EQUIPMENT, OR MATERIAL STOCKPILES
    - MATERIAL, TILLAGE, OR TRENCHING
    - HARROWING, CHEMICALS, PRODUCTS, AND OTHER CONTAMINANTS
  - PROTECT THE FOLLOWING ACTIVITIES AFTER PLANT BEDS ARE PREPARED:
    - ERADICATE TREE PROTECTION FENCING
    - DO NOT TILL OR INCORPORATE COMPOST
    - SPRINKLE IN ROOT ZONE PROTECT PLANT, ONLY
    - DO NOT CUT ROOTS 1 INCH DIAM OR GREATER
    - PREPARE WITH DRIP TUBING SECURED TO GROUND. DO NOT TRENCH IN CRITICAL ROOT ZONES
    - APPLY MULCH AT SPECIFIED DEPTH TO COVER DRIP TUBING
4. ACTUAL LOCATIONS OF EXISTING TREES MAY BE DIFFERENT THAN SHOWN. EXAMINE SITE TO DETERMINE ACTUAL LOCATIONS OF EXISTING TREES. REPORT MAJOR OBSTRUCTIONS OR CONFLICTS FOR DIRECTION.



Austin District  
 Design

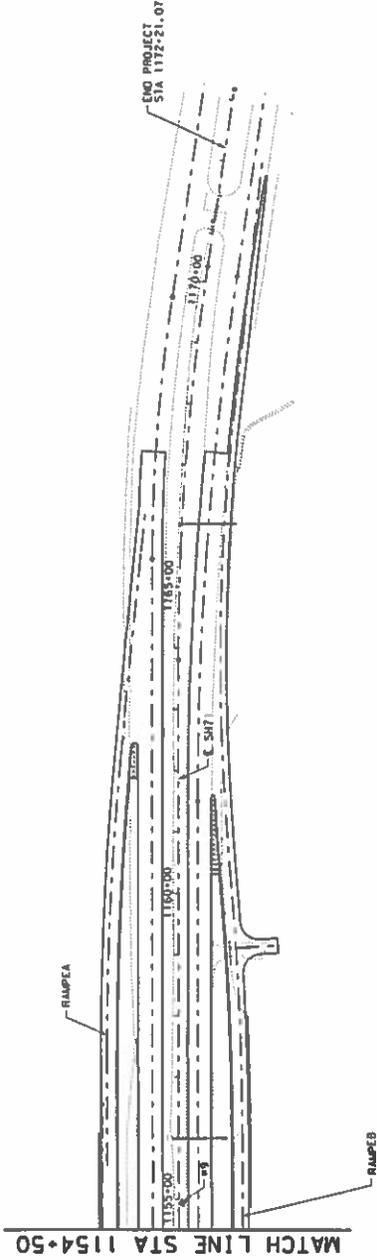
Texas Department of Transportation

SH 71  
 SITE PLAN  
 LOCATION A & B

DATE	04/25/17	DESIGNER	AS
DATE	02/05/15	DESIGNER	AS
DATE	01/11/15	DESIGNER	AS
DATE	01/11/15	DESIGNER	AS

SHEET 1 OF 2





◆ BOREHOLE LOCATIONS



© 2012 Texas Department of Transportation  
 TEXAS DEPARTMENT OF TRANSPORTATION  
 1001 RICHARDSON AVENUE, SUITE 1000  
 AUSTIN, TEXAS 78701-3139

DATE: 01/10/2012  
 SCALE: 1" = 200'

S. H. 71  
 PROJECT LAYOUT

SHEET 2 OF 2

PROJECT NO.	FEDERAL AID PROJECT NO.	SECTION
6	HP 2012 (437)	5
STATE	DIST.	COUNTY
TEXAS	14	BASTROP
CONTRACT NO.	SHEET NO.	SECTION NO.
0265	071	S. H. 71

**Project Layout /  
Landscaping Layout**

**State Highway 71 at  
Hasler Blvd and Lp 150**

INTERSECTION OF  
SH 71 AND SH 304

PC POINT  
P + 127,000.00  
ELEVATION = 5847.75  
AZIMUTH POINT  
P + 127,000.00  
ELEVATION = 5847.75

NOTES: COORDINATES AND BEARINGS ARE STATE PLANE  
COORDINATE, CURVE DATA ROAD EXISTENT,  
RATES TO SURFACE BY A FACTOR OF 1.0000.

INTERSECTION OF  
SH 71 AND HASLER BLVD

INTERSECTION OF  
SH 71 AND LP 150 WEST

COLORADO RIVER BRIDGE



*John M. Reines*  
JOHN M. REINES P.E.  
04-13-03  
DATE

STATE HIGHWAY 71  
PROJECT LAYOUT

N. T. S.

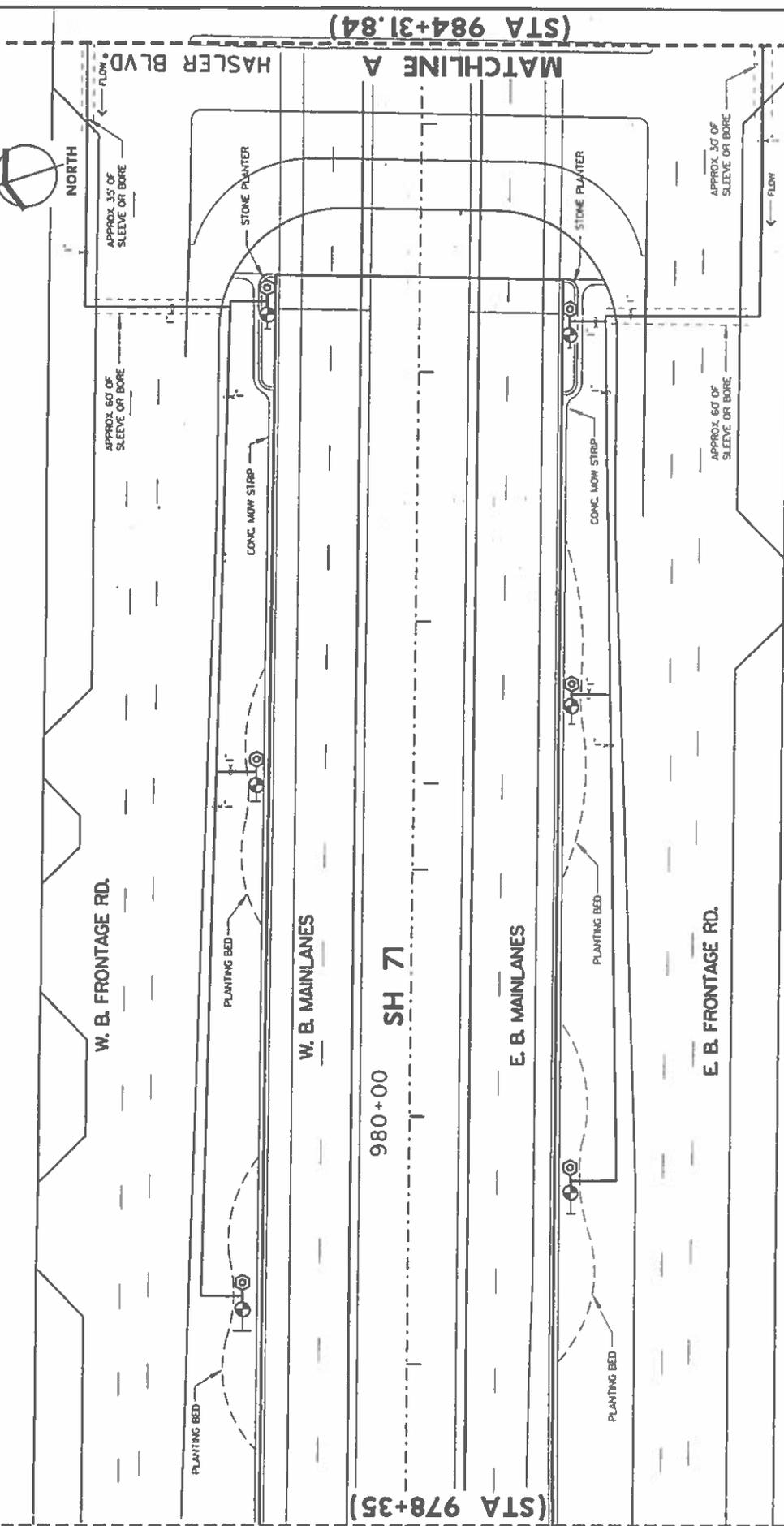
SHEET NO.	1
PROJECT NO.	20021849, ETC., 74
DATE	04/13/03
SCALE	AS SHOWN
DESIGNED BY	BASTROP
CHECKED BY	
DATE	
PROJECT NO.	20021849, ETC., 74

**BEGINNING STATION FOR LANDSCAPE PLANTING**

(STA 978+35)

980+00 SH 71

(STA 984+31.84)



**LEGEND**

- WATER METER SUPPLIED BY CITY
- QUICK COUPLER
- DRPP VALVE ASSEMBLY
- SLEEVE OR BORE
- CITY WATER MAIN
- MAIN LINE
- LATERAL LINE
- DRIP LINE TUBING

**NOTES**

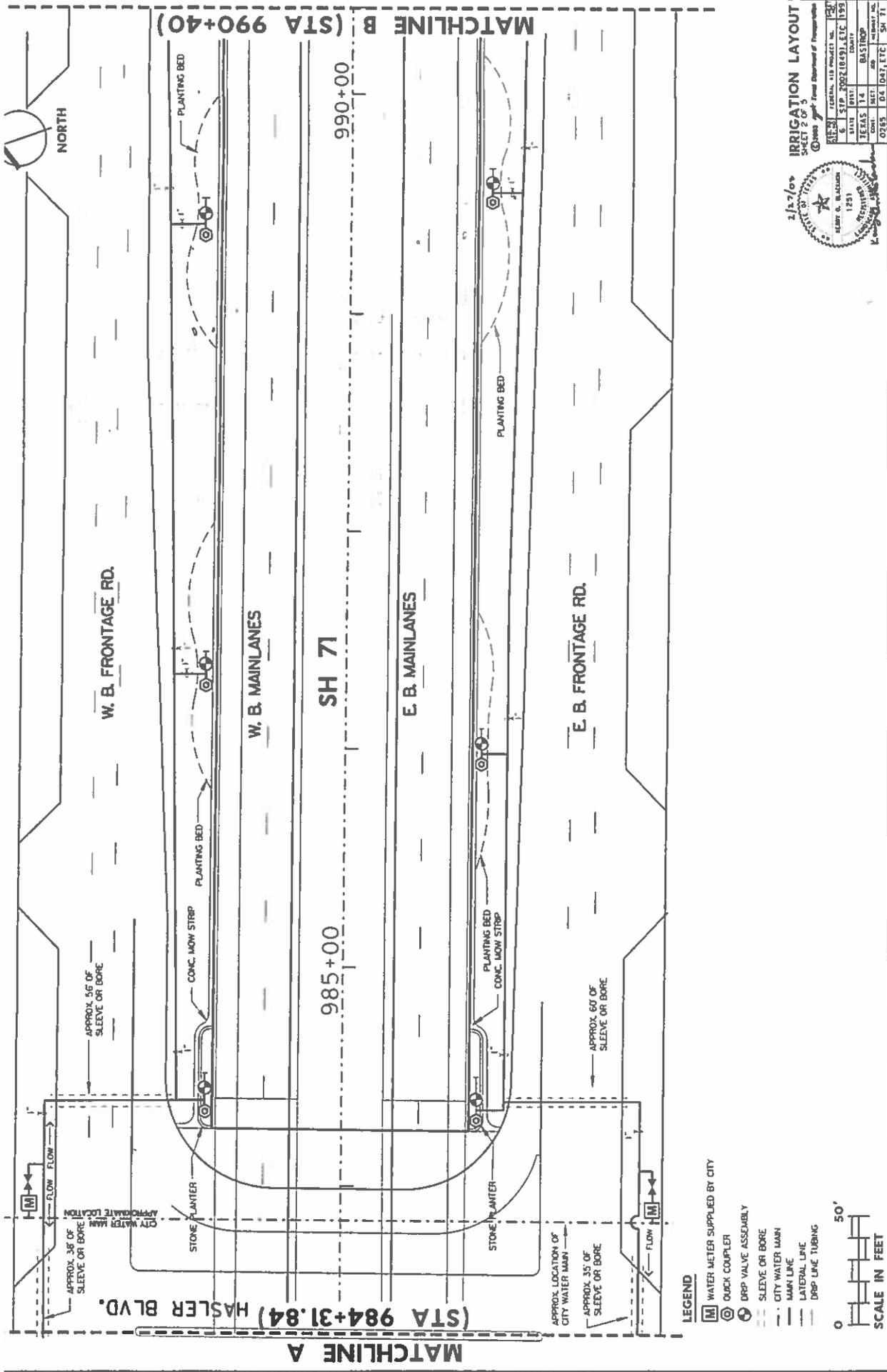
1. ALL PIPE BETWEEN THE WATER METER AND THE VALVE SHALL BE 1" SCH. 40 PVC.
2. PIPE DOWNSTREAM OF THE VALVES SHALL BE 1/2" SCH. 40 PVC.



**IRRIGATION LAYOUT**  
SHEET 1 OF 5  
© 2003 From Department of Transportation  

PROJECT NO.	0265
SECTION	04 D&T, ETC
SHEET NO.	SH 71
DATE	04/15/03
DESIGNED BY	0265
CHECKED BY	0265
APPROVED BY	0265
DATE	04/15/03
PROJECT NO.	0265
SECTION	04 D&T, ETC
SHEET NO.	SH 71





NORTH

MATCHLINE B (STA 990+40)

W. B. FRONTAGE RD.

W. B. MAINLANES

SH 71

E. B. MAINLANES

E. B. FRONTAGE RD.

985+00

990+00

APPROX. 36' OF SLEEVE OR BORE

HASLER BLVD. (STA 984+31.84)

STONE PLANTER

CONC. MOW STRIP

PLANTING BED

PLANTING BED

STONE PLANTER

CONC. MOW STRIP

PLANTING BED

PLANTING BED

APPROX. LOCATION OF CITY WATER MAIN

APPROX. 35' OF SLEEVE OR BORE

APPROX. 60' OF SLEEVE OR BORE

LEGEND

- [M] WATER METER SUPPLIED BY CITY
- [C] QUICK COUPLER
- [V] DRP VALVE ASSEMBLY
- SLEEVE OR BORE
- CITY WATER MAIN
- MAIN LINE
- LATERAL LINE
- DRP LINE TUBING



2/27/09

IRRIGATION LAYOUT  
SHEET 2 OF 5

© 2009 by Texas Department of Transportation

DESIGNER	GENERAL, ALL PROJECTS	DATE	12/07
DRAWN BY	SPR, PRR, (BSP), ETC. 199	SCALE	AS SHOWN
CHECKED BY	REVALS 134	PROJECT NO.	0785
DATE	07/11	SHEET	2 OF 5
BY	SH 71	DATE	07/11

2/27/09

STATE OF TEXAS  
COUNTY OF TARRANT  
CITY OF FORT WORTH  
1251  
HARRY A. BLACKBURN  
REGISTERED PROFESSIONAL ENGINEER  
No. 1251



NORTH

MATCHLINE C (STA 996+65)

W. B. FRONTAGE RD.

W. B. MAINLANES

SH 71

995+00

E. B. MAINLANES

E. B. FRONTAGE RD.

MATCHLINE B (STA 990+40)



LEGEND

- WATER METER SUPPLIED BY CITY
- QUICK COUPLER
- DRP VALVE ASSEMBLY
- SLEEVE OR BORE
- CITY WATER MAIN
- MARK LINE
- LATERAL LINE
- DRIP LINE TUBING

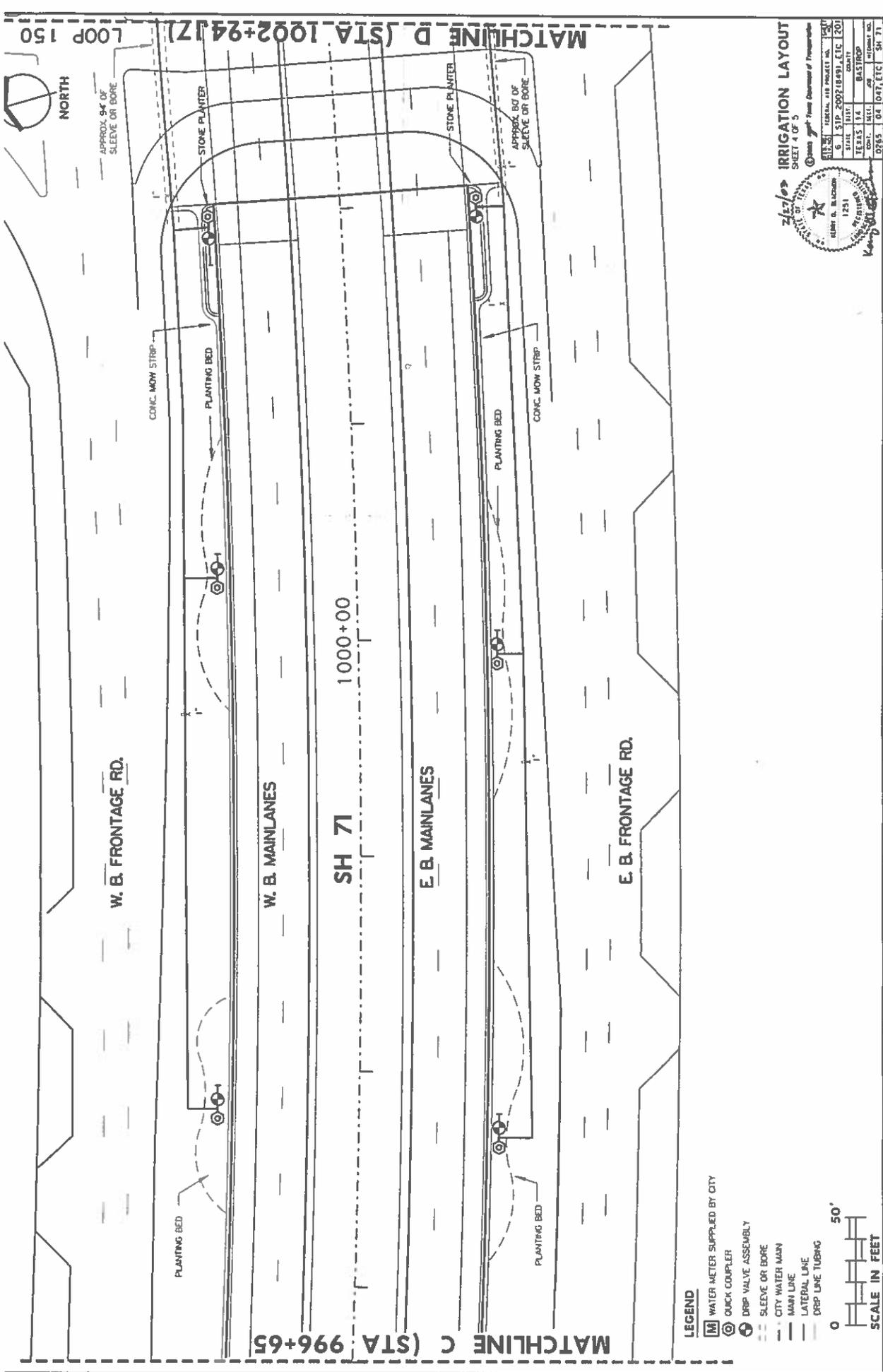


IRRIGATION LAYOUT

SHEET 3 OF 3



STATE	TEXAS	PROJECT NO.	137
CITY	HOUSTON	DATE	SEP. 2002 (B&S), ETC 1005
COUNTY	HARRIS	DESIGNED BY	BASTROP
PROJECT	IRRI	CHECKED BY	
SCALE	AS SHOWN	DATE	
BY		DATE	



MATCHLINE D (STA 1002+94 JZ)

MATCHLINE C (STA 996+65)

W. B. FRONTAGE RD.

W. B. MAINLANES

SH 71 1000+00

E. B. MAINLANES

E. B. FRONTAGE RD.



APPROX. 94' OF SLEEVE OR BORE

APPROX. 80' OF SLEEVE OR BORE

- LEGEND**
- WATER METER SUPPLIED BY CITY
  - QUICK COUPLER
  - DRP VALVE ASSEMBLY
  - SLEEVE OR BORE
  - CITY WATER MAIN
  - MAIN LINE
  - LATERAL LINE
  - DRP LINE TUBING
- 0 50' SCALE IN FEET

**IRRIGATION LAYOUT**  
SHEET 4 OF 5

2/27/03

© 2003 Texas Department of Transportation

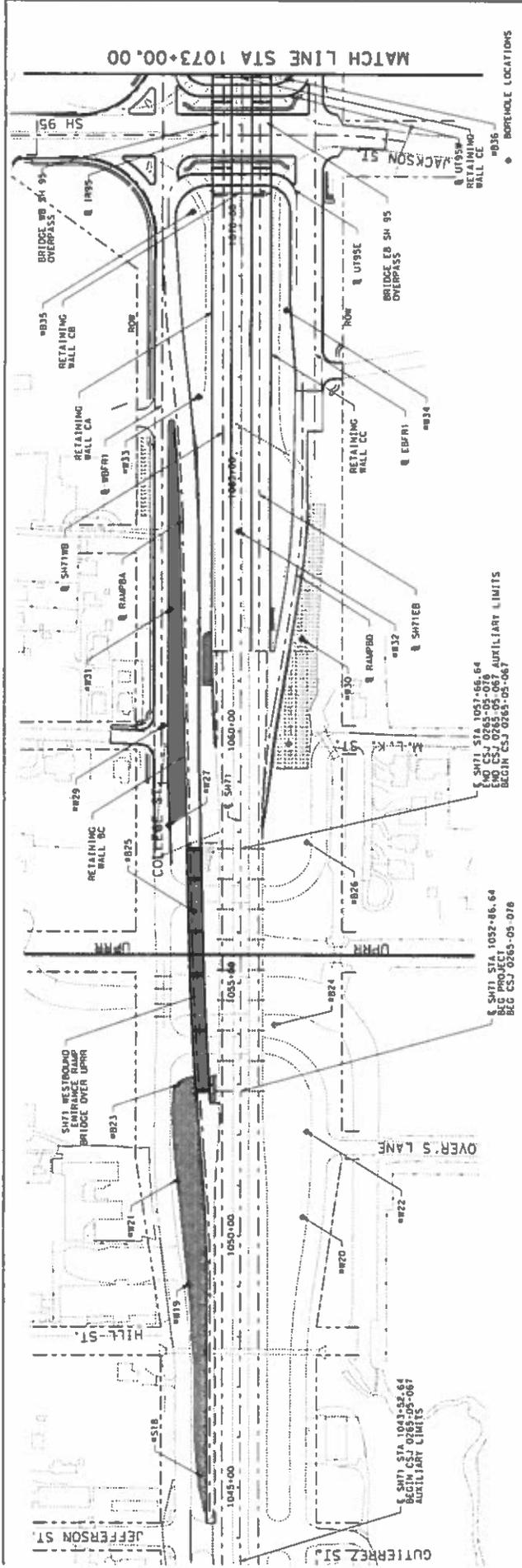
PROJECT NO.	0285
SECTION	DR, IRT, ETC
SHEET NO.	SH 71
DATE	12/31
DESIGNED BY	BLANKENHORN
CHECKED BY	BLANKENHORN
APPROVED BY	BLANKENHORN
STATE	TEXAS
COUNTY	BASTROP
FEDERAL AID PROJECT NO.	6 SIP 2002(8.09) LC 201





## Project Layout

State Highway 71 at State Highway 95



STATE OF TEXAS  
CHASE W. MYERS  
91805  
LICENSED PROFESSIONAL ENGINEER  
CIVIL

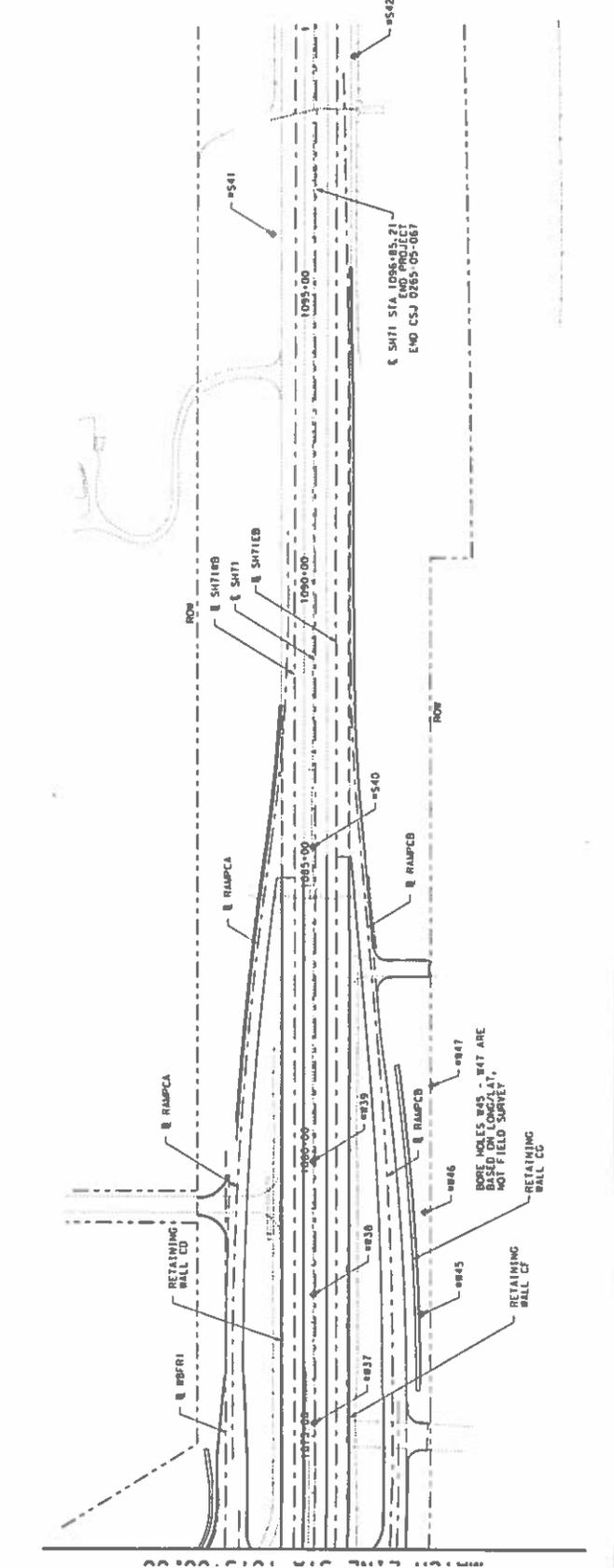
Texas Department of Transportation

CHASCO ENGINEERING & ARCHITECTURE, INC.  
10000 WEST LOOP SOUTH, SUITE 1000  
HOUSTON, TEXAS 77042

S. H. 71  
PROJECT  
LAYOUT  
SHT1

SHEET 1 OF 1

DATE	DESCRIPTION
6/1/12	FINAL BIDDING PROJECT NO. 0-1001-001
6/1/12	SIP 2012 (620) 5
STATE	TEXAS
DISTRICT	14
COUNTY	BASTROP
PROJECT NO.	0-1001-001
CONTRACT NO.	0-1001-001





# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 9C

**TITLE:**

Consider action to approve Resolution No. R-2018-38 of the City Council of the City of Bastrop, Texas, amending Chapter 4, Section 6 of the City of Bastrop Personnel Policies Manual regarding Emergency Duty Pay “Extra Duty” and “On-Call” procedures as attached as Exhibit A; providing for a repealing clause; and providing an effective date.

**STAFF REPRESENTATIVE:**

Tanya Cantrell, PHR, Human Resources Director

**BACKGROUND/HISTORY:**

The Human Resources Department has received several inquiries from staff regarding the current Emergency Duty Pay “Extra Duty” and “On-Call” policy. The employees requested that “On-Call” employees receive pay at 1-1/2 times their regular hourly rate for call backs that happen during a week that includes a City recognized holiday. Current policy provides that “On-Call” employees receive pay at their regular hourly rate until they reach 40 hours worked for the week. Human Resources staff conducted a survey of like cities and competitors and found that all but one provided pay at 1-1/2 times their regular hourly rate for call backs during weeks that included a holiday.

**POLICY EXPLANATION:**

- Section 3.01, Powers and Duties, of the City Charter states that the City Council shall fix the salaries and compensation of the City officers and employees, which will be accomplished with the Approval of Resolution R-2018-38.
- Approval of Resolution R-2018-38 will allow the City of Bastrop to remain competitive with employee compensation.
- Based on a cost analysis, the budgetary impact is minimal and expected to be less than \$1,500 per year.

**FUNDING SOURCE:**

General Fund  
Water/Wastewater Fund  
Bastrop Power & Light Fund

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2018-38 of the City Council of the City of Bastrop, Texas, amending Chapter 4, Section 6 of the City of Bastrop Personnel Policies Manual regarding Emergency Duty Pay “Extra Duty” and “On-Call” procedures as attached as Exhibit A; providing for a repealing clause; and providing an effective date.

**ATTACHMENTS:**

- Resolution R-2018-38

**RESOLUTION NO. R-2018-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING CHAPTER 4, SECTION 6 OF THE PERSONNEL POLICIES MANUAL REGARDING EMERGENCY DUTY PAY “EXTRA DUTY” AND “ON-CALL” PROCEDURES AS ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, each city should have a personnel manual directed to its employees to provide guidance on the duties and responsibilities of the city and the employees; and

**WHEREAS**, the City Council of the City of Bastrop finds it to be in the public’s interest, and necessary for the public’s health, safety and welfare, that the Personnel Policies Manual be updated from time to time to reflect current state and federal law and city practices related to city employees; and

**WHEREAS**, the City Council of the City of Bastrop finds it to be in the public’s interest and the interest of the City to modify the payment procedures for “On-Call” City employees; and

**WHEREAS**, the City Council finds that it is reasonable and prudent for this amended Personnel Policies Manual to be adopted.

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

**Section 1:** The City Council hereby approves the amended Personnel Policies Manual, Chapter 4, Section 6, which is attached as Exhibit A.

**Section 2:** On adoption, call back time on a City holiday will be paid at time and a half.

**Section 3:** The City Council approves the funds necessary for these personnel actions, as provided in the budget for the current fiscal year.

**Section 4:** The City Council directs City staff to work with the City Manager and Human Resources Department to acknowledge the amended Personnel Policies Manual and receive training and information on the amended Personnel Policies Manual.

**Section 5:** The City Council directs City staff to work with the Human Resources Department to implement this change to payment procedures.

**Section 6:** 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 7:** 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  
12<sup>th</sup> day of June, 2018.**

**APPROVED:**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

CITY OF BASTROP, TEXAS

**PERSONNEL POLICIES MANUAL**

May 2005

Updated June 28, 2012 (Chapter 2, Section 8: Referral & Selection)

Updated March 26, 2013 (Chapter 11, Section 5: Meals)

Updated December 13, 2013 (Chapter 5, Section 14: Modified Work Duty Program)

Updated June 1, 2015 (Chapter 10, Section 1: Medical/Dental Insurance)

Updated December 1, 2017 (Chapter 5, Section 5: Catastrophic Leave Policy)

Updated May 8, 2018 (Chapter 7, Section 8: Appeals of Disciplinary Action)

**CHAPTER 4: PERFORMANCE EVALUATION AND COMPENSATION**

**SECTION 6: EMERGENCY DUTY PAY, "EXTRA DUTY" AND "ON-CALL" PROCEDURES**

**ON-CALL & CALL BACK COMPENSATION**

The City provides for after-hour service needs by allowing some departmental operations to designate certain non-exempt employees to be on-call. Employees designated to be on-call are expected to respond to departmental after-hour service needs as required by procedures established by their Department.

**DEFINITIONS:**

**On-Call:** A condition outside normally scheduled work hours, in which a non-exempt employee is continuously available by telephone, is fit for duty, and is able to respond and report to work within a specified time period. On-Call does not include previously scheduled overtime or holiday time.

**Call-Back:** An unscheduled or emergency Call-Back in which a non-exempt employee is required to return to work outside of officially scheduled work hours. Call-Back may occur after leaving the job site, or during a holiday or a regular work day. Call-Back does not include overtime or holiday work scheduled in advance.

**RETURN TO WORK PROVISIONS:**

After regularly scheduled working hours, On-Call employees are free to pursue personal activities but must respond to a Call-Back (via phone or radio) within the designated guidelines set by their Department. Employees designated as On-Call must be fit, both mentally and physically, to accomplish On-Call services needed within the time frame required. An employee is considered officially scheduled and designated as On-Call only when approved by the supervisor in accordance with procedures established by the Department.

## **COMPENSATION:**

**Regular On-Call Time Worked:** On-Call status is not considered time worked and is not compensable unless the employee actually responds to a call. On-Call employees called back to the workplace will be paid at their regular rate of pay for their actual hours worked and are guaranteed a minimum of 2 hours pay for each call-back within the same 24 hours after their regularly scheduled working hours or on a regular day off. Time worked immediately after regularly scheduled working hours at the request or approval of the supervisor will not be considered call-back and will be paid at the employee's regular rate of pay until overtime requirements are met. On-Call employees who do not return to the workplace but who handle a workplace issue by phone and/or email, will be paid for actual time spent on the phone or the computer. In all cases, employees must report their actual hours worked on their time sheets.

**Holiday On-Call Time Worked:** An employee who's On-Call scheduled work week includes a City holiday and who is called back to the workplace on the holiday or anytime during their On-Call scheduled work week, will be paid at the rate of 1-1/2 times their regular hourly rate of pay for any Call-Back.

**Exempt Employees:** Employees who are exempt from overtime are not eligible for compensation under the provisions of this policy. Exempt employees will accrue 8 hours Compensatory time for each emergency event worked.

**Departmental Policies:** Each Department has its own internal procedures for handling On-Call services. Departments may establish guidelines for varying levels of response to call-back situations depending on the nature and importance of the services to be completed.



# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 9D

**TITLE:**

Consider action to approve Resolution No. R-2018-40 of the City Council of the City of Bastrop, Texas, approving an easement allowing TxDOT to construct the slope of the overpass in the City's rights-of-way, as attached as Exhibit A; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Trey Job, Managing Director of Public Works & Leisure Services

**BACKGROUND/HISTORY:**

As part of the next phase of the expansion of Highway 71 over the Colorado River, the Texas Department of Transportation will be performing slope modifications in the easement area near the intersection of Highway 71 and Lovers Lane. This License Agreement will allow the Texas Department of Transportation to place concrete riprap from the new roadway modification to the Gills Branch channel to reduce maintenance needs in this area.

**POLICY EXPLANATION:**

Title 7, subchapter C, section 791.028 (b) of the Government Code states that local government may contract with another local government, a state agency, or a transportation corporation to pay jointly all or part of the costs of a highway project, including the cost of an easement or interest in land required for or beneficial to the project.

**FUNDING SOURCE:**

There is no funding required for this project. All expenses for the slope modifications will be borne by TxDOT.

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2018-40 of the City Council of the City of Bastrop, Texas, approving an easement allowing TxDOT to construct the slope of the overpass in the City's rights-of-way, as attached as Exhibit A; authorizing the City Manager to execute all necessary documentation; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution
- License Agreement

**RESOLUTION NO. R-2018-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN EASEMENT ALLOWING TXDOT TO CONSTRUCT THE SLOPE OF THE OVERPASS IN THE CITY'S RIGHTS-OF-WAY, AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTATION; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

**WHEREAS**, The City Manager is responsible for the proper administration of all affairs of the City; and

**WHEREAS**, The City of Bastrop has an interest in maintaining drainage areas, such as Gills Branch, within and through the City of Bastrop and Bastrop County; and

**WHEREAS**, The City of Bastrop has recognized the need of a License Agreement with the Texas Department of Transportation; and

**WHEREAS**, Pursuant to Title 7, subchapter C, Section 791.028 (b) of the Government Code, a local government may contract with another local government, a state agency, or a transportation corporation to pay jointly all or part of the costs of a highway project, including the cost of an easement or interest in land required for or beneficial to the project; and

**WHEREAS**, the City Council finds that a very significant public interest is served by the completion of a License 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 License Agreement between the City of Bastrop and the Texas Department of Transportation. (Exhibit A)

**Section 2:** All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 3:** That this Resolution shall take effect immediately upon its passage, and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 12th day of June, 2018.

**APPROVED:**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney



**LICENSE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That City of Bastrop referred to as, "Grantor", in consideration for the mutual benefit received by both parties and other good and valuable consideration paid by the Texas Department of Transportation, does hereby grant to The State of Texas, its agents, contractors, successors and assigns, hereinafter referred to as "State", a license agreement for the purpose of embankment and concrete riprap in, along, upon and across the property located in the County of Bastrop, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows: TxDOT will place concrete riprap from the new roadway to the existing Gills Branch channel to reduce maintenance needs in this area.

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument this \_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

---

**Acknowledgement**

State of Texas  
County of Travis

This instrument was acknowledged before me on \_\_\_\_\_ by

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

---

---

**Corporate Acknowledgment**

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_

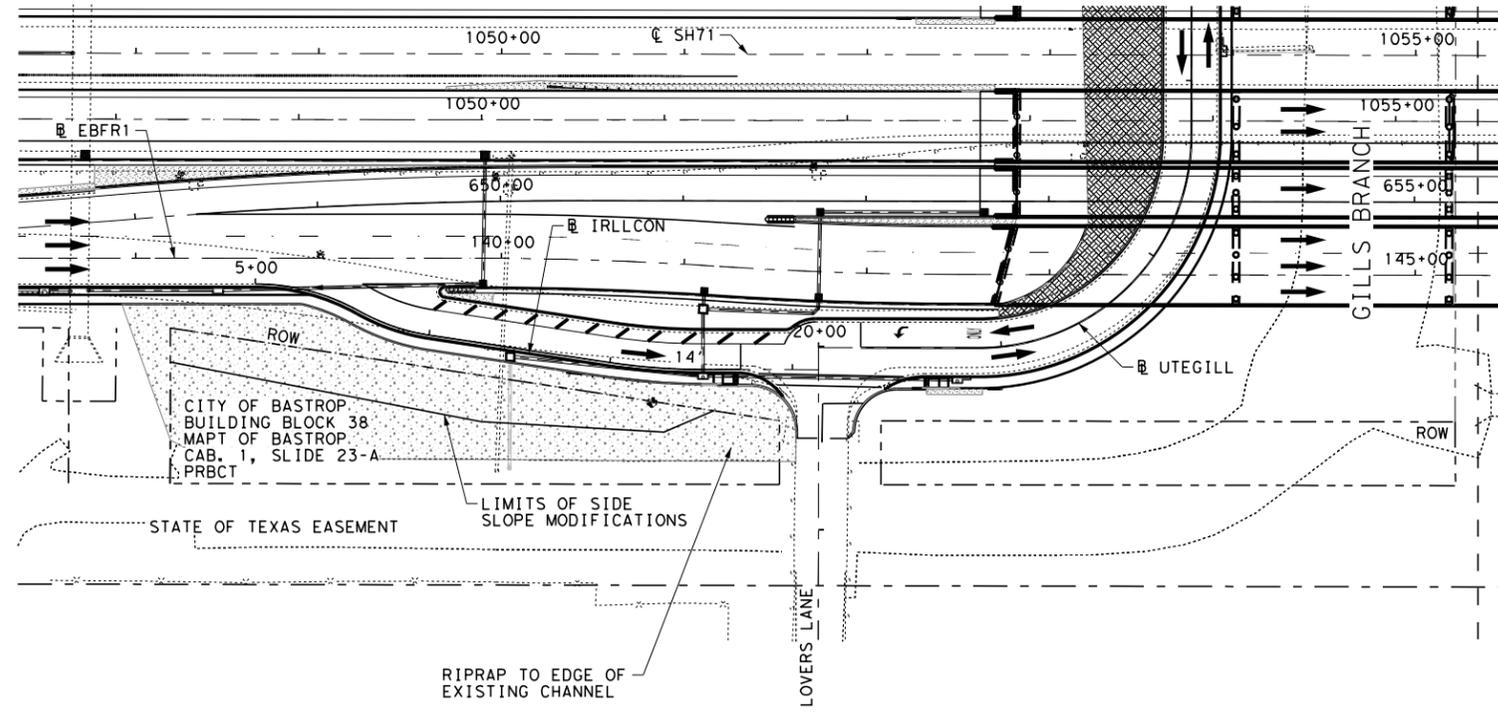
by \_\_\_\_\_, \_\_\_\_\_

of \_\_\_\_\_, a \_\_\_\_\_

corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public's Signature

\\bridgefarmer\internal\basnashares\Projects\0358\01\PM\07\_Outgoing\TxDOT\2018\_04\_25-Slope Easement\0265-05-076-Exhibit A Slope Easement.dgn 5/17/2018 10:30:47 AM



**LEGEND**

- 4" CLASS B CONCRETE RIPRAP
- RIGHT OF WAY
- CONTROL OF ACCESS
- PROP TRAVEL LANE

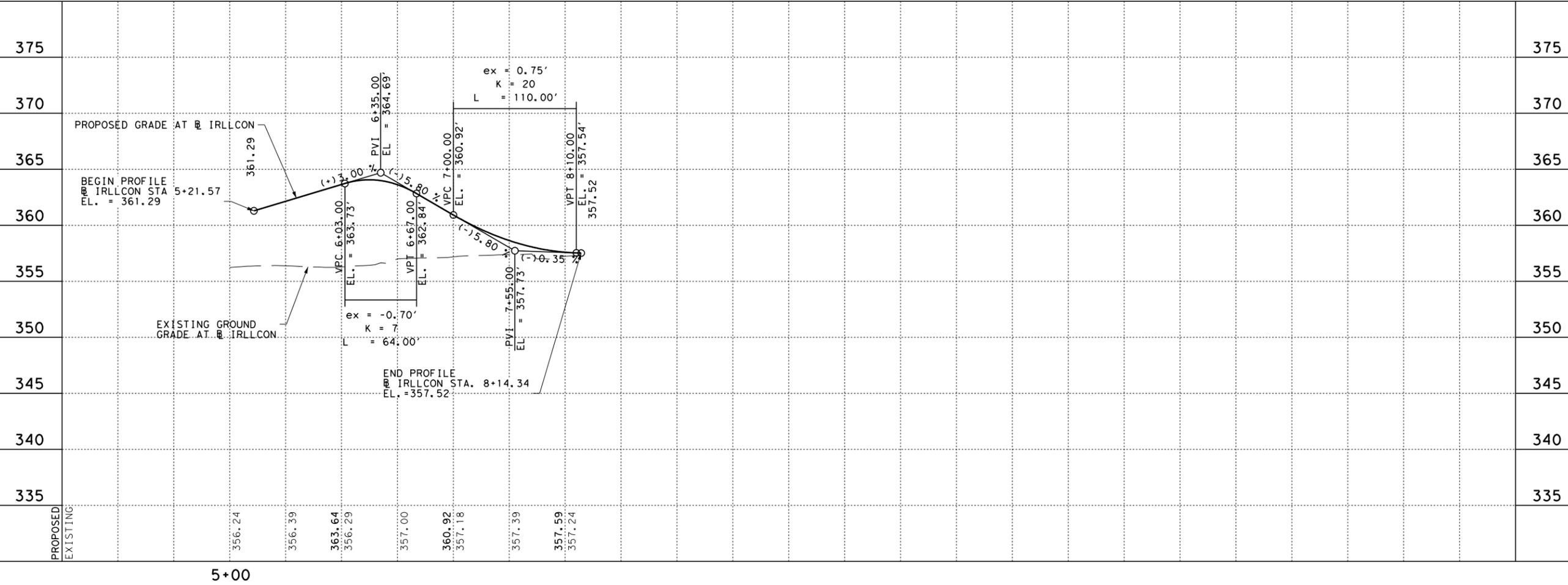
- NOTES:
1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT, LIP OF GUTTER, OR NOMINAL FACE OF RAIL UNLESS NOTED OTHERWISE.
  2. SUPERELEVATION TRANSITIONS ARE PARABOLIC UNLESS NOTED OTHERWISE.
  3. FOLLOW AUSTIN DISTRICT STANDARD ENTRANCE AND EXIT RAMP DETAILS FOR GORE DETAILS.

CITY OF BASTROP  
 BUILDING BLOCK 38  
 MAPT OF BASTROP  
 CAB. 1, SLIDE 23-A  
 PRBCT

STATE OF TEXAS EASEMENT

LIMITS OF SIDE SLOPE MODIFICATIONS

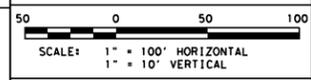
RIPRAP TO EDGE OF EXISTING CHANNEL



**90% SUBMITTAL**  
 BRIDGEFARMER & ASSOCIATES, INC  
 TBPE REGISTRATION NO. 264  
**PRELIMINARY**  
 FOR REVIEW ONLY  
 CHASE W. MYERS P.E., 94895  
 MAY 2018



**BRIDGEFARMER & ASSOCIATES, INC.**  
 CONSULTING ENGINEERS  
 TBPE REGISTRATION NO. 264



**S. H. 21**  
**EXHIBIT A**  
**LICENSE AREA**

SHEET 1 OF 1

FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
6	SEE TITLE SHEET	185
STATE	DIST.	COUNTY
TEXAS	14	BASTROP
CONT.	SECT.	JOB
0265	04	062, ETC
		HIGHWAY NO.
		S. H. 21



# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 9E

**TITLE:**

Consider action to approve Resolution No. R-2018-41 of the City Council of the City of Bastrop, Texas, amending a contract for the construction of a 16" Water Line to M&C Fonseca Construction Company, Inc., in the amount of \$86,458.00 (Eighty-six thousand four hundred fifty-eight dollars) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the Change Order; and establishing an effective date.

**STAFF REPRESENTATIVE:**

Trey Job, Managing Director of Public Works & Leisure Services

**BACKGROUND/HISTORY:**

The City began developing a long-term water supply in 2013. Once the decision was reached by the Bastrop City Council to purchase 6,000 acre feet of water from a nearby development known as XS Ranch, the City began filing the required paper work to receive a permit from the Lost Pines Ground Water Conservation District. After approximately two years of contested case hearing and a ruling from an Administrative Law Judge, the City was issued a permit in October of 2016 to withdraw 2,000 acre feet of water from the Simsboro aquifer at a rate of 1,500 gallons per minute. The well was designed with funds issued from a previous bond issue. The contract was awarded to M&C Fonseca Construction Co., Inc. on July 25, 2017, and executed on November 21, 2017.

Because of the delay, staff realized the importance of providing continued water service to the public is the number one priority. The 16" water line will connect Zones 2 and 3, which will provide redundancy in the ability to serve the public, as well as improved fire protection to the west of the Colorado River.

M&C Fonseca Construction Co., Inc. is requesting the change order due to quantity adjustments including a change in the billed overage for the river bore, the addition of a 2" Combination Air Release Valve, and uncased bores on the far west side of the project.

**POLICY EXPLANATION:**

The City is required to maintain its infrastructure for all utilities and is given authority to do so in the Local Government Code. Not only is the authority to maintain our infrastructure found in the Local Government Code, but it can be found in the State Water Code as well. The authority, and responsibility to regulate water and wastewater utilities has been given to Texas Commission on Environmental Quality, and all Public water systems are required to follow the rules and regulations.

**FUNDING SOURCE:**

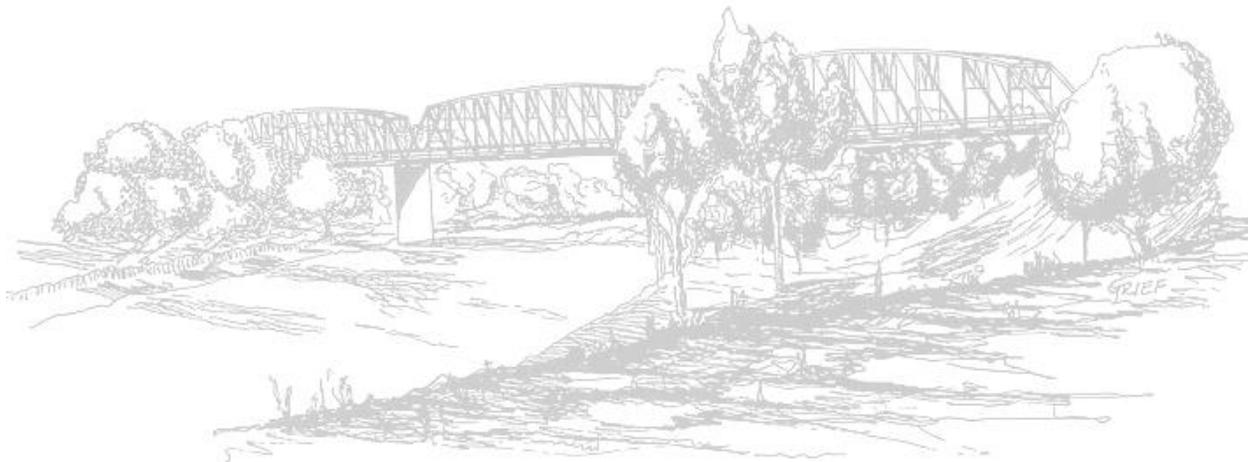
The funds were allocated in the Fiscal Year 2016-17 budget year. This change order does not exceed 25% of the total contract price. It is a 4.5% increase

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2018-41 of the City Council of the City of Bastrop, Texas, amending a contract for the construction of a 16" Water Line to M&C Fonseca Construction Company, Inc., in the amount of \$86,458.00 (Eighty-six thousand four hundred fifty-eight dollars) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the Change Order; and establishing an effective date.

**ATTACHMENTS:**

- Resolution
- Exhibit A - Change Order No. 1



**RESOLUTION NO. R-2018-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING A CONTRACT FOR THE CONSTRUCTION OF A 16" WATER LINE TO M&C FONSECA CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$86,458.00 (EIGHTY-SIX THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE CHANGE ORDER; 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 has the steadfastness to ensure a quality water source is developed for future generations; and

**WHEREAS**, The City Council approved the contract for the construction of the water line on July 25, 2017; and

**WHEREAS**, The City Council recognizes the importance of connecting Zones 2 and 3, which will provide redundancy in the ability to serve the public; and

**WHEREAS**, The City of Bastrop is required to maintain its infrastructure and is given authority to do so in the Local Government Code; and

**WHEREAS**, The authority, and responsibility, to regulate water and wastewater utilities has been given to the Texas Commission on Environmental Quality, and all Public water systems are required to follow the rules and regulations; and

**WHEREAS**, The City Council acknowledges the need for improved fire protection west of the Colorado River;

**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 change order for quantity adjustments to the original contract for the construction of a 16" water line and all ancillary components in the amount of \$86,458.00. (Exhibit A)

**Section 2:** That the City Council of the City of Bastrop has found M&C Fonseca Construction Company, Inc. to be a subject matter expert in the field of water line improvements.

**Section 3:** M&C Fonseca Construction Co., Inc. is requesting the change order due to quantity adjustments including a change in the billed overage for the river bore, the addition of a 2" Combination Air Release Valve, and uncased bores on the far west side of the project.

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

**Section 5:** 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 June, 2018.**

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney

# Change Order

No. 1

Date of Issuance: May 3, 2018 Effective Date: \_\_\_\_\_

Project: 16" Water Line Improvements	Owner: City of Bastrop	Owner's Contract No.:
Contract:	Date of Contract: November 21, 2017	
Contractor: M&C Fonseca Construction Co., Inc.	Engineer's Project No.: 16-6518	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Quantity adjustments

**Attachments (list documents supporting change):**

See attached quantity breakdown spreadsheet.

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 2,033,216.00

Increase from previously approved Change Orders No. N/A to No. N/A:

\$ 0.00

Contract Price prior to this Change Order:

\$ 2,033,216.00

Increase of this Change Order:

\$ 86,458.00

Contract Price incorporating this Change Order:

\$ 2,119,674.00

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:  Working days  Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Increase of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: [Signature]  
Engineer (Authorized Signature)

Date: 5/3/18

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 5/21/18

**Change Order No. 1**  
**16" Water Line Improvements**  
**City of Bastrop**

**Changes to Existing Line Items - Remove Lass St.**

Item	Item Description	Current Quantity	Units	Unit Price	Change in Quantity (+/-)	New Total Quantity	Change in Contract Price
1	16" C-905 PVC Water Line	11,596.0	LF	\$54.00	(328)	11,268.0	(\$17,712.00)
6	2" Copmbination Air Release	5.0	EA	\$2,000.00	1	6.0	\$2,000.00
7	Uncased Bore - 20" HDPE	1,385	LF	\$438.00	156	1,541	\$68,328.00
8	16" Certa-Lok via Uncased Bore	1,372	LF	\$189.00	186	1,558.0	\$35,154.00
13	Trench Safety System	11,596	LF	\$4.00	(328)	11,268.0	(\$1,312.00)
Subtotal							\$86,458.00

**New Items** (Item without a unit price from original bid or previous change order)

Item	Item Description	Units	Unit Price	Quantity	Change in Contract Price

Original Contract Price	\$2,033,216.00
Previous Change Order(s)	\$0.00
Contract Price Prior to this Change Order	\$2,033,216.00
Proposed Net Change	\$86,458.00
Contract Price with Approval	\$2,119,674.00
Cumulative % Change in Contract	4.25%

**Notes:**

1. Item No. 1 shall be adjusted based on the following:
  - TXDOT altered the following locations prior to commencing construction resulting in the following:
    - Increase of 25 LF because Tolliver St. crossing (Sta 55+00) was open cut rather than bored.
    - Reduction of 18 LF at MLK Dr. because the bore length was lengthend.
    - Reduction due to new concrete slope paving between Sta 55+26 and Sta 57+19, 193 LF.
  - Actual entrance and exit points of the directional bore under the Colorado River. This results in a deduction to Item No. 1 of 142 LF for the horizontal adjustment.  
 SUMMARY: 25-18-193-142 = (328 LF)
- 2 One additional air release/vacuum valve assembly to be added near Sta 29+60. The combination of directionally drilling under the river from the west and directionally drilling under Jefferson Street and Pecan Street from the east created an isolated high point in the line.
3. Per verbal agreement at a meeting on 5/3/28 between City of Bastrop, BEFCO Engineering and M&C Fonseca Construction Co., the City will add an additional 156 LF to Item No. 7.
4. Item No. 8 shall be adjusted based on the following:
  - Adjustment required due to TXDOT improvements prior to construction. See Note 1.  
 SUMMARY: 18+193-25= 186 LF



# STAFF REPORT

**MEETING DATE:** June 27, 2018

**AGENDA ITEM:** 9F

**TITLE:**

Consider action to approve Resolution No. R-2018-42 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to enter into a 75-Year Land Lease Agreement with Bastrop County in the amount of \$102,366 for property in the City's Mayfest Park for a Community Center to be built by Bastrop County; providing for a repealing clause and establishing an effective date.

**STAFF REPRESENTATIVE:**

Trey Job, Managing Director of Public Works and Leisure Services

**BACKGROUND/HISTORY:**

On February 14, 2017, the City Council approved a 75-Year lease with Bastrop County for 2.35 acres of land located at Mayfest Park to be used as emergency shelter and multi-use facility of approximately 12,000 square feet. However, Bastrop County was then notified that they would not be eligible to receive funding for their multi-use facility, if they had executed a lease prior to approval by the General Land Office. Therefore, the lease was terminated on June 27, 2017, by the City Council of Bastrop, Texas.

Bastrop County has now received funding for the proposed multi-use facility and have requested a 75-year lease of the property described in Exhibit A of the Land Lease Agreement. Compensation for the 75-Year lease is \$102,366.

**POLICY EXPLANATION:**

This resolution if passed continues the policy previously set by City Council to assist other local governmental entities with projects that are mutually beneficial.

**FUNDING SOURCE:**

N/A

**RECOMMENDATION:**

Consider action to approve Resolution No. R-2018-42 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to enter into a 75-Year Land Lease Agreement with Bastrop County in the amount of \$102,366 for property in the City's Mayfest Park for a Community Center to be built by Bastrop County; providing for a repealing clause and establishing an effective date.

**ATTACHMENTS:**

- Resolution
- Land Lease Agreement

## RESOLUTION R-2018-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A 75-YEAR LAND LEASE AGREEMENT WITH BASTROP COUNTY IN THE AMOUNT OF ONE HUNDRED TWO THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS AND 00 CENTS (\$102,366.00) FOR PROPERTY IN THE CITY'S MAYFEST PARK FOR A COMMUNITY CENTER TO BE BUILT BY BASTROP COUNTY; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, On February 14, 2017, the City Council approved a 75-Year lease with Bastrop County for 2.35 acres of land located at Mayfest Park to be used as emergency shelter and multi-use facility of approximately 12,000 square feet. Compensation for the 75-Year lease is \$102,366; and

**WHEREAS**, Bastrop County was notified that they would not be eligible to receive funding for their multi-use facility, if they have an executed lease prior to approval by the Texas General Land Office.

**WHEREAS**, therefore, the City of Bastrop terminated the Land Lease Agreement with Bastrop County dated February 17, 2017, on June 27, 2017; and

**WHEREAS**, the necessary approval has been received, and Bastrop County has requested a 75-Year Land Lease Agreement for 2.35 acres of property in the City's Mayfest Park for a one-time lease payment of \$102,366.00 for a Community Center to be built by Bastrop County.

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

**Section 1:** That the City Council authorizes the City Manager to enter into a Land Lease Agreement with Bastrop County for a 75-Year lease with Bastrop County for 2.35 acres of land located at Mayfest Park to be used as emergency shelter and multi-use facility of approximately 12,000 square feet.

**Section 2:** That the City Council authorizes the City Manager to execute all documentation required to enter into a 75-Year Land Lease Agreement with Bastrop County for 2.35 acres of property in the City's Mayfest Park for a one-time lease payment of \$102,366.00 for a Community Center to be built by Bastrop County, now that the appropriate authorization is granted by the Texas General Land Office.

**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 12<sup>th</sup> day of June, 2018.

**APPROVED:**

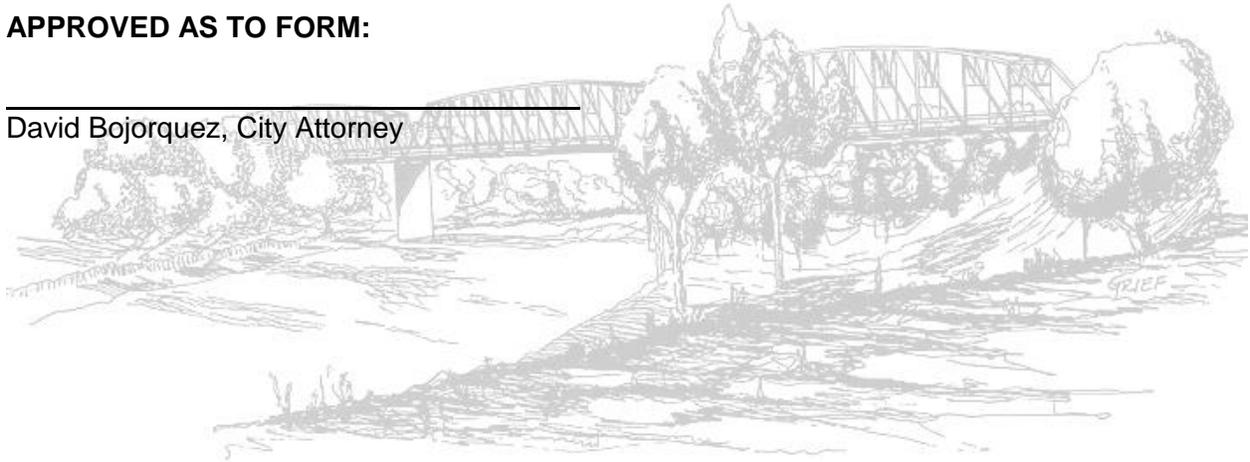
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Bojorquez, City Attorney



**LAND LEASE AGREEMENT**

PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 272.005, this land lease ("Lease") is made and entered into as of the 1st day of May, 2020, by and between City and County, as described in the following basic lease information. City and County hereby agree as follows:

Deleted: \_\_\_\_\_  
Deleted: \_\_\_\_\_  
Deleted: 17

**ARTICLE 1--BASIC LEASE INFORMATION**

1.1 Defined Terms. In addition to the terms, which are defined elsewhere in this Lease, the following terms shall have the following meaning:

- (a) CITY: City of Bastrop, Texas, a home rule Texas City, hereinafter "City",
- (b) CITY'S ADDRESS: 1311 Chestnut St., Bastrop, Texas 78602
- (c) COUNTY: Bastrop County, Texas, HEREINAFTER "County",
- (d) COUNTY'S ADDRESS: 804 Pecan Street, Bastrop, Texas 78602
- (e) LAND: Approximately 2.35 acres of land which is described and depicted in Exhibit A attached hereto and incorporated herein by this reference, and which is a part of the parcel of real property owned by City and located in Bastrop County at Mayfest Park between Loop 150 East and State Highway 71.
- (f) PERMITTED USE: The Land may be used for an emergency shelter/multiuse facility of approximately 11,884 square feet with approximately 121 all-weather parking spaces.
- (g) TERM: The term of the lease shall be for 75 years.
- (h) COMPENSATION: One single rent payment from County to City of \$ 102,366.00 to be paid prior to initiation of construction.

Deleted: 12,000  
Deleted: 150

**ARTICLE 2--AGREEMENT AND USE**

2.1 Lease. City hereby leases to County the land, and County leases the land from City, according to the terms and conditions of this Lease Agreement.

2.2 Use. County shall use the land only for the Permitted Use. County shall not allow land to be used for any unlawful purposes and will not commit waste or create any nuisance. County shall not erect signs or other improvements on the land without approval of City, which approval may be withheld at the sole discretion of City, unless such signs are required by state or federal law, in which case such approval shall not be unreasonably withheld or delayed. County will keep and maintain the improvements in good condition and repair. County will keep the land free from all trash, debris, and waste. County agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the leased site or improvements in violation of any law or regulation. This paragraph shall survive the termination of the Agreement. City will provide County with access to the land, subject to limitations in Section 2.5 of this agreement. City will have the right to enter leased premises with prior notice to County. Notwithstanding anything to the contrary contained in this Lease Agreement, if, in the exercise of any rights hereunder, County, its licensee, or agents cause damage to the City's Property,

County shall, within 10 days after receipt of a statement from City evidencing the amount of such damage, pay City the costs to repair such damage. The cost of repair shall include a reasonable sum to compensate City for its direct and indirect staff time in obtaining quotes for the repair work and preparing the cost statement to County.

2.3 Delivery of Possession. City will deliver possession of the Land to County within 30 days of the date of this Agreement. The property will be transferred "AS-IS" in its present condition. County acknowledges neither City nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Land for the conduct of County's business or as to the physical condition of the Land, nor has the City or its agents or employees agreed to undertake any alterations or construct any improvements to the Land.

**Formatted:** Font color: Auto

**Formatted:** Font color: Auto

**Deleted:** radio tower (shown on Exhibit A) and all appurtenances will be removed by the City at the City's cost prior to delivery of possession. Otherwise, the

2.4 Governmental Approvals. County shall, at its sole cost and expense apply for and obtain all licenses, permits and approvals required by any local, state or federal governmental authorities for its use of the Land. City shall cooperate with County to obtain all necessary governmental approvals, provided however, City shall not be required to expend any money in such cooperation. County understands and agrees that County's right to use the Land is contingent upon County obtaining and continually maintaining in full force and effect all governmental approvals. In the event any governmental approvals issued to County are canceled, expire, lapse, or are otherwise withdrawn or terminated by any governmental authority so the County will be unable to use the Land for its intended purposes, this lease shall automatically terminate.

2.5 Access. County shall be provided access to the Land, across City's Property in a location mutually agreed by both City and County. Any improvements provided for access to County's facility will be installed and maintained by County.

2.6 Free from Liens. County shall pay as due all claims for work done on, and for services rendered or material furnished to its facilities, free and clear of all liens. In the event a mechanic's or materialmen's lien is filed, County shall be in default under this Lease and, if same is not discharged within three business days, City may terminate this Lease. County may not encumber its interest in the Lease.

#### ARTICLE 3--UTILITIES AND TAXES

3.1 Utilities. County shall, at its sole cost and expense, arrange for electricity, water, gas, and other utilities necessary for County's operations directly from such providers. County shall be billed directly for the use of such services, and shall promptly pay the same when due.

3.2 Taxes. Both the County and the City are exempt from taxes.

3.3 Limitation on Liability. City will not be in default under this Lease or be liable to County or any other person, for direct or consequential damages, or otherwise, for any failure to supply any electricity, water, gas, security or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

#### ARTICLE 4—INSURANCE

4.1 County's Insurance. At all times during the Term, County will carry and maintain, at County's expense, the following insurance in the amounts specified below or such other amounts as City may

from time to time reasonably request. A Certificate of Insurance shall be supplied to City on an annual basis for proof of insurance. Such certificate shall bear a legend whereby the carrier undertakes to give City at least thirty days' prior notice of cancellation of coverage and shall show City as an "Additional Named Insured".

(a) Bodily injury and property damage liability insurance, with a combined single occurrence limit of not less than \$2,000,000. All such insurance will be equivalent to coverage offered by a Commercial General Liability form including, without limitation, personal injury, death of persons, or damage to property occurring in, on, or about the Land.

(b) insurance covering the Improvements, and any other personal property owned by County or any Licensee located on or about the Land, and any leasehold improvements to the Land, in an amount not less than the full replacement cost. Property forms will provide coverage on a broad form basis insuring against "all risks of direct physical loss."

(c) worker's compensation coverage insuring against and satisfying County's and any Licensee's obligations and liabilities under the worker's compensation laws of Texas.

#### ARTICLE 5--MAINTENANCE; REQUIREMENTS OF LAW

5.1 Maintenance. County shall at all times throughout the Term, at its sole cost and expense, maintain and repair the Land, the Improvements, and all trade fixtures and personal property of County located thereon. County understands that City is a retail public utility and a primary purpose of the City, including, but not limited to the Property, is to provide continuous and adequate water service to its members. Nothing in this Lease shall be construed to limit or constrain City from making improvements to the Property, including technical improvements, required by the City to fulfill its primary purpose. In the event of a conflict between this paragraph and the Lease, this paragraph shall control.

5.2 Compliance with Laws. For the purposes of this Section 7.2, "Applicable Laws" means all laws, statutes, ordinances and governmental rules, regulations, or requirements now in force or in force after the Commencement Date, the requirements of any board of fire underwriters or other similar body constituted now or after the Commencement Date, and any direction or permanent occupancy certificate issued pursuant to any law by any public officer or officers, as well as the provisions of all recorded documents affecting the Land. At its sole cost and expense, County will promptly comply with Applicable Laws insofar as they relate to (a) County's use, occupancy, or alteration of the Land; (b) the condition of the Land resulting from County's use, occupancy, or alteration of the Land; or (c) alterations to the Land required as a result of County's status under Applicable Laws.

#### ARTICLE 6--DEFAULT

6.1 Events of Default. The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default":

(a) County defaults if it fails to pay \$102,366 in Section 1.1(h), and such default continues for 30 days after written notice from City and if after such written notice any rent is not paid when due, an Event of Default will be considered to have occurred without further notice;

(b) County vacates or abandons the Premises;

(c) If any part of the Premises is taken upon execution or by other process of law directed against County, or are taken upon or subject to any attachment by any creditor of County or claimant against County, and said attachment is not discharged or disposed of within fifteen days after its levy;

(d) County purports to assign this Lease, or sublet all or a portion of the Premises, in violation of the terms hereof;

(e) Failure on the part of the County to comply with any of the provisions of this lease shall be grounds for termination of the Lease.

#### ARTICLE 7—GENERAL

7.1 Limitation on Liability. County specifically agrees to look solely to City's interest in the Land for the recovery of any judgments from City. It is agreed that City (and its officers, directors and employees) will not be personally liable for any such judgments. The provisions contained in the preceding sentences are not intended to, and will not, limit any right that County might otherwise have to obtain injunctive relief against City.

7.2 Notices. All notices and other communications required or permitted under this Lease shall be in writing and shall be given (a) by United States first class mail, postage prepaid, registered or certified, return receipt requested; (b) by hand delivery (including by means of a professional messenger service); or (c) by delivery from a nationally recognized overnight delivery service that routinely issues receipts, which notice shall be addressed to the party to whom such notice is being given, at their address set forth in Section 1.1 above. Any such notice or other communication shall be deemed to be effective when actually received or rejected. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

7.3 Inspection. City reserves the right to enter, at any time, the Land to inspect the same.

7.4 No Waiver. The waiver by either City or County of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.

7.5 Authority. County and the party executing this Lease on behalf of County represent to City that such party is authorized to do so by requisite action of the Bastrop County Commissioners Court.

7.6 Governing Law. This Lease shall be governed by and construed pursuant to the laws of the State of Texas.

7.7 Captions. The captions of the various Articles and Sections of this Lease are for convenience only and do not necessarily define, limit, describe or construe the contents of such Articles or Sections.

7.8 Recordation. County shall record this Lease in the public records.

7.9 Severability. If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease shall not be affected by such finding, and in lieu of each provision of this Lease

Deleted: .

that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

7.10 Entire Agreement; Amendment. This Lease contains the entire agreement between City and County. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by City and County.

7.11 Attorney's Fees - If any action is instituted by either party to this Lease Agreement to enforce any of the terms of this Lease or the License Agreement, the prevailing party shall be entitled to receive its reasonable attorneys' fees, expert witness fees, costs, and expenses.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Executed on the \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_ at Bastrop, Texas.

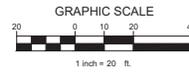
\_\_\_\_\_  
Judge Paul Pape  
Bastrop County Judge

\_\_\_\_\_  
Lynda Humble  
Bastrop City Manager

- Deleted: January
- Deleted: 2017
- Formatted: Underline
- Deleted: R. Marvin Townsend

FINAL DRAFT

# EXHIBIT A



- LEGEND**
- HEAVY DUTY CONCRETE PAVEMENT PER DETAIL.
  - LIGHT DUTY CONCRETE PAVEMENT PER DETAIL.
  - STANDARD DUTY CONCRETE PAVEMENT PER DETAIL.
  - CONCRETE SEWALK PER DETAIL.
  - FULL-DEPTH SAWCUT CONNECT TO EXISTING PAVEMENT WITH LONGITUDINAL BUTT JOINT.
  - PROPOSED CONCRETE CURB AND GUTTER.
  - PROPOSED FIRE LANE.

**PAVING NOTES**

1. EXISTING TOPOGRAPHIC SURVEY AND LOCATION OF PHYSICAL FEATURES WERE OBTAINED FROM A TOPOGRAPHIC SURVEY PERFORMED BY BEFCO ENGINEERING, INC.
2. ALL PARKING STRIPING SHALL BE 4" WIDE UNLESS OTHERWISE NOTED.
3. UNLESS OTHERWISE NOTED, REFER TO GEOTECHNICAL REPORT FOR SUBGRADE COMPACTION AND MOISTURE CONTENT REQUIREMENTS.
4. INSTALLATION AND PLACEMENT OF IRRIGATION SLEEVES AND UTILITY CONDUITS SHALL BE IN ACCORDANCE TO THE ARCHITECT'S LANDSCAPE PLANS AND/OR MEP PLANS.
5. SIDEWALKS SHALL HAVE A SLOPE NO GREATER THAN 2% AND A CROSS SLOPE NOT GREATER THAN 2% UNLESS OTHERWISE NOTED.
6. SAWED JOINTS SHALL BE SPACED AT INTERVALS OF 15 FEET MAXIMUM AND AT ALL RADIUS RETURNS. SAWED JOINTS SHALL BE PERPENDICULAR TO ALL CURVES. JOINTS SHALL BE SAWED WITHIN 12 HOURS AFTER CONCRETE IS POURED.
7. SAWED JOINTS SHALL MATCH THE EXISTING PAVEMENT JOINT PATTERN WHERE NEW PAVEMENT IS CONSTRUCTED ADJACENT TO EXISTING CONCRETE PAVEMENT.
8. ALL MANHOLES, INLETS, LIGHT BASES, AND OTHER STRUCTURES SHALL BE ISOLATED FROM THE NEW PAVEMENT WITH PREFORMED ASPHALTIC EXPANSION MATERIAL.
9. ADJUST EXISTING TOP OF MANHOLE RIMS AND EXISTING WATERLINE VALVE BOXES TO FINISHED GRADE ELEVATIONS.
10. FOR PAVING PATTERNS, FINISHES AND MATERIALS REFER TO ARCHITECTURAL DRAWINGS.
11. NEW IRRIGATION SLEEVES SHOWN HEREON ARE FOR REFERENCE ONLY AND SHOULD BE CONSIDERED APPROXIMATE. REFER TO LANDSCAPE DRAWINGS FOR EXACT LOCATIONS.



**GWT ARCHITECTS**  
 509 PECAN STREET  
 SUITE 100  
 FORT WORTH, TX 76102  
 817-593-9544  
[www.gwtarchitects.com](http://www.gwtarchitects.com)

**BASTROP COMMUNITY CENTER**  
 15 AMERICAN LEGION DRIVE  
 BASTROP, TEXAS 78602

2017-008-00  
 DEC 2017

PAVING PLAN

**C3.0**

**BENCHMARKS:**  
**BM "PROPERTY CORNER"**  
 1/2" IRON ROD FOUND AT SOUTHWEST CORNER OF TRACT BEARS:  
 UNDISTURBED 1/4" IRON ROD FOUND BEARS:  
 S01109211 E. 399.45'  
 S89°52'30" W. 2.84'  
**BM #289**  
 FOR SPIKE IN UTILITY POLE:  
 ELEV. 522.82'  
**BM #22**  
 CHISELED SQUARE IN CONCRETE TOWER FOOTING:  
 ELEV. 524.82'

**INTERIM REVIEW DOCUMENTS**

NOT APPROVED FOR RECORD  
 PRINT OR REPRODUCE  
 WITHOUT PERMISSION  
 FROM GWT ARCHITECTS

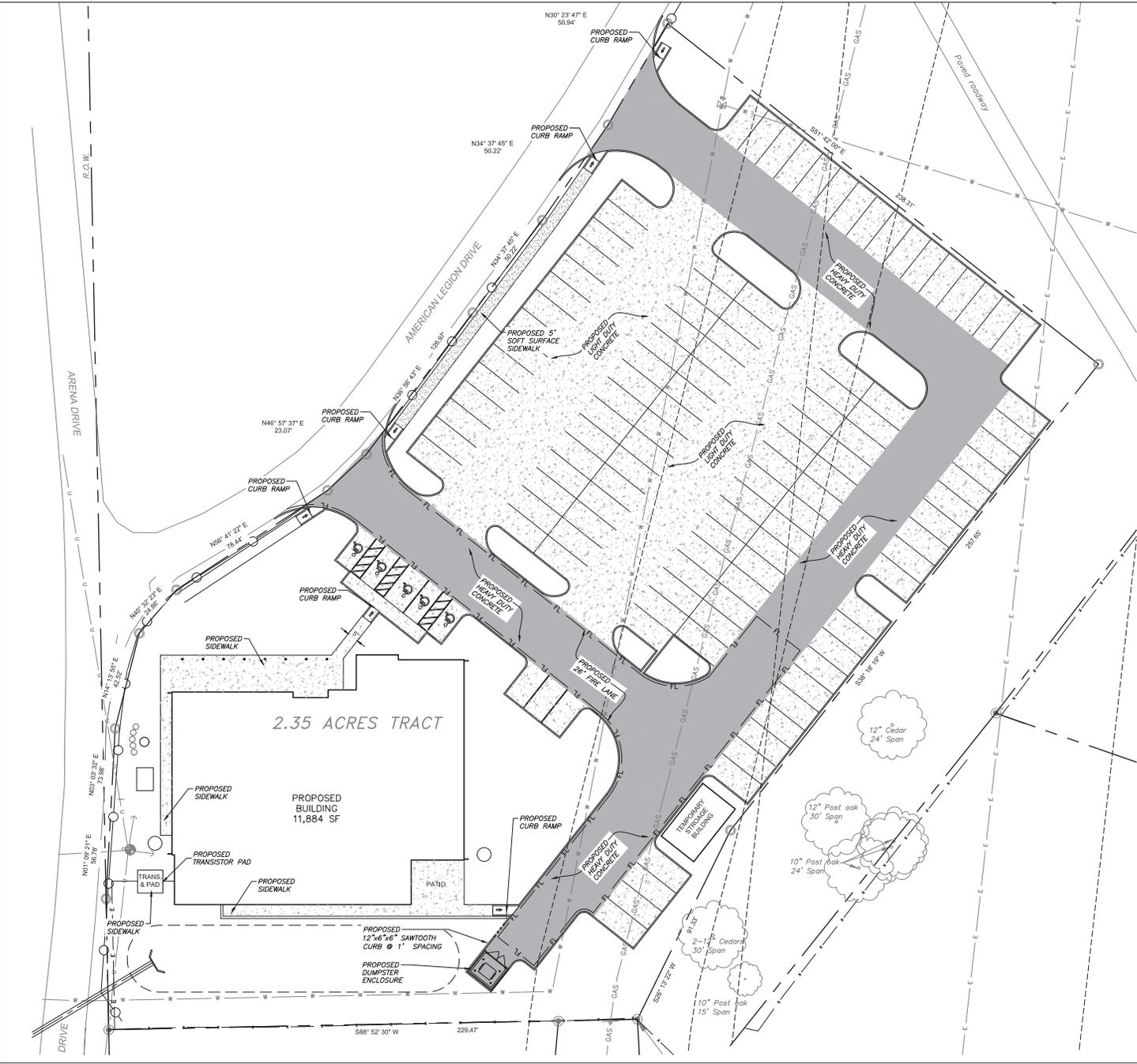
PREPARED BY: JENNIFER L. HARRIS  
 DATE: 11-20-2017

Design the built environment

**BEFCO ENGINEERING, LLP**

1800 EAST STREET  
 SUITE 200  
 FORT WORTH, TEXAS 76104  
 PROJECT NO. 17-008-00

DATE PLOTTED: 12/15/2017  
 TIME: 10:45:00 AM  
 USER: JHARRIS





# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 9G

**TITLE:**

Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-12 of the City Council of the City of Bastrop, Texas, rezoning Lots 1 & 2 of the Lee-Jackson & Fowler Subdivision (1.717 acres) from Form-based Code Character Zone CMU, Commercial Mixed Use, to C-1, Commercial 1, and 0.398 acres of Bastrop Town Tract Abstract 11 and 2.046 acres of Building Block 12 East of Water Street from C-2, Commercial 2 to C-1, Commercial 1, LOCATED AT the Northeast corner of SH 95 and Chestnut Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; establishing an effective date and move to include on the June 26, 2018 agenda for second reading.

**STAFF REPRESENTATIVE:**

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

**ITEM DETAILS:**

Site Address: Northeast corner of Chestnut and SH 95 (Attachment 6)  
Total Acreage: 4.22 acres  
Legal Description: Lots 1 & 2 of the Lee-Jackson & Fowler Subdivision (1.717 acres)  
0.398 acres of Bastrop Town Tract, Abstract 11  
2.046 acres of Building Block 12 East of Water Street

Property Owners: Bob Patterson; Marvin E & Anne P Beck  
Agent Contact: David Meyer, Jr./QuikTrip

Existing Use: Vacant/Undeveloped  
Existing Zoning: FBC - CMU, Form-based Code - Commercial Mixed Use (1.717 acres)  
C-2, Commercial 2 (2.44 acres)

Requested Zoning: C-1, Commercial 1  
Future Land Use: Neighborhood Commercial

**BACKGROUND/HISTORY:**

The applicant has applied to rezone the five tracts on the northeast corner of SH 95 and Chestnut Street to C-1, Commercial 1, with the intent to build a convenience store with fuel sales. Currently, two tracts are zoned CMU, Commercial Mixed Use in the Form-based Code, which was adopted in 2015. Prior to the FBC, the entire corner was zoned C-2, Commercial 2.

Fuel sales are allowed within the CMU district, but the applicant would like to use the development standards that allow for site layout requirements better suited for fuel sales. The C-1 district will accommodate this use, while providing a narrower list of by-right uses than C-2 zoning and is consistent with the Neighborhood Commercial Future Land Use Designation.

The five tracts will have go through the subdivision process to create one lot, which also necessitates bringing the area into one zoning district. Through the platting process, any street and utility improvements will be reviewed. Through the site development process, pedestrian access with sidewalks along SH 95 and Chestnut Street, front yard landscaping and parking lot screening will required.

**PUBLIC COMMENTS:**

Property owner notifications were sent to 16 adjacent property owners on May 11, 2018. At the time of this report, one response was received and is opposed to the rezoning. (Attachment 3)

**POLICY EXPLANATION:**

Staff recommends the amendment of the zoning district to C-1, Commercial 1. Moving to C-1 is a parallel shift/downzone from the CMU and C-2 districts that are already in place. Allowing C-1 will bring most of the corner under the same zoning district and allow the developer to use the standards of the C-1 district to arrange the site in a fashion that is conducive to a retail sales and service use.

The authority to establish zoning districts and a process for amending boundaries is outlined in the Texas Local Government Code Section 211. City zoning districts govern the use and development of land, buildings, and structures as a measure necessary to the orderly development of the community.

Texas Local Government Code

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

*Notice was published in the Bastrop Advertiser on May 12, 2018 and notice was sent to property owners within 200 feet of the property boundary.*

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

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

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

*The notice process was adopted in the Bastrop Code of Ordinances.*

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

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

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

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

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

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

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

#### City of Bastrop Code of Ordinances

Section 10 – Changes and Amendments to All Zoning Ordinances and Districts contains the process for amending the zoning map. Changes shall only be made:

A. To correct any error in the regulations or map.

*The existing zoning district was adopted through the appropriate process. The current owner wishes to develop these lots as a commercial use, which requires a zoning amendment to rezone the entire development area to the same zoning district.*

B. To recognize changed or changing conditions or circumstances in a particular locality.

*The applicant plans to plat five existing tracts into one, which would result in a split zoned tract. This rezoning request will move the area into one district.*

C. To recognize changes in technology, the style of living, or manner of conducting business.

*This does not apply. The request follows the existing development pattern in the area.*

D. To change the property to uses in accordance with the approved Comprehensive Plan.

*The requested zoning change to C-1 is consistent with the Future Land Use designation of Neighborhood Commercial shown in the Comprehensive Plan (Attachment 5).*

In making a determination regarding a requested zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

1. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole.

*Primary permitted uses allowed by right within the C-1 district include many uses in the Recreational and Entertainment Uses, Educational, Institutional and Special Uses, Office and Professional Uses, and Retail and Service Uses categories, and some in the Automobile and Related Uses category, including convenience store with fuel. These uses are appropriate considering the surrounding development is primarily commercial and the property is adjacent to SH 95 and Chestnut Streets, which are both major collector streets.*

2. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings.

*The proposed change is in accord and shall not adversely affect the existing public schools, streets, or utilities in the area. The area will be required to go through the subdivision process and any additional street or utility improvements needed to serve the development (if any) will be determined and required through that process.*

3. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances, which may make a substantial part of such vacant land unavailable for development.

*There is vacant land classified as commercial in the vicinity and elsewhere in the city. Some of the vacant residential land in the vicinity is hindered by lack of utility infrastructure (water, wastewater, and/or electric), which requires a longer platting process and increases the cost of development. Other vacant residential land in the vicinity is not for sale. East of SH 95, commercial development may be hindered by terrain challenges, lack of developed street or utility infrastructure, or requires additional regulation by the Lost Pines Habitat Conservation Plan (LPHCP). Retail sale and services that are allowed in commercial districts have a specific target area, and commercially zoned property south of 71 or on the west side of the city would not be affected by this property.*

4. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.

*Over the last 10 years commercial tracts along SH 95 and Chestnut Street have been developed at a steady rate, with a gas station and new shopping center to the south at SH 95 and SH 71, additions to the restaurant and gas station across the street, and retail services along Chestnut.*

5. How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved.

*The area is already zoned for commercial uses. This amendment would be a parallel shift/downzone from the current districts, so the change will not affect other areas designated for similar development.*

6. Any other factors which will substantially affect the public health, safety, morals, or general welfare.

*None.*

**PLANNING & ZONING RECOMMENDATION:**

The P&Z Commission recommended **denial** of the rezoning request by a vote of 5-2.

Concerns:

- The Commission did not want to remove the northeast corner of SH 95 and Chestnut from the Form-based Code area by removing the Commercial Mixed Use zoning.
- The Commission did not feel that a convenience store/fuel station use was appropriate for a gateway intersection to the city.
- Members of the public stated concerns about the existing traffic and future traffic generated by a fuel station.

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

**RECOMMENDATION:**

Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-12 of the City Council of the City of Bastrop, Texas, rezoning Lots 1 & 2 of the Lee-Jackson & Fowler Subdivision (1.717 acres) from Form-based Code Character Zone CMU, Commercial Mixed Use, to C-1, Commercial 1, and 0.398 acres of Bastrop Town Tract Abstract 11 and 2.046 acres of Building Block 12 East of Water Street from C-2, Commercial 2 to C-1, Commercial 1, LOCATED AT the Northeast corner of SH 95 and Chestnut Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; establishing an effective date and move to include on the June 26, 2018 agenda for second reading.

**ATTACHMENTS:**

- Ordinance
- Exhibit A: Location Map
- Attachment 1: Letter from Applicant
- Attachment 2: Surrounding Property Owners Notification
- Attachment 3: Zoning Map
- Attachment 4: Future Land Use Map
- Attachment 5: Aerial Location Map

## ORDINANCE 2018- 12

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING LOTS 1 & 2 OF THE LEE-JACKSON & FOWLER SUBDIVISION (1.717 ACRES) FROM FORM-BASED CODE CHARACTER ZONE CMU, COMMERCIAL MIXED USE, TO C-1, COMMERCIAL 1, AND 0.398 ACRES OF BASTROP TOWN TRACT ABSTRACT 11 AND 2.046 ACRES OF BUILDING BLOCK 12 EAST OF WATER STREET FROM C-2, COMMERCIAL 2 TO C-1, COMMERCIAL 1, LOCATED AT THE NORTHEAST CORNER OF SH 95 AND CHESTNUT STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Quiktrip (hereinafter referred to as “Applicant”) submitted a request on behalf of the owners Marvin and Anne Beck, and Bob Patterson, for a rezone of Lots 1 & 2 of the Lee-Jackson & Fowler Subdivision (1.717 acres), 0.398 acres of Bastrop Town Tract Abstract 11 and 2.046 acres of Building Block 12 East of Water Street, within the City limits of Bastrop, Texas, hereinafter referred to as “the Property”; and

**WHEREAS**, a location map is attached hereto as Exhibit “A” (the “Property”); and

**WHEREAS**, the Property is currently zoned as Form-based Code CMU – Commercial Mixed Use and C-2, Commercial 2; and

**WHEREAS**, pursuant to Section 10.4 of the City’s Zoning Ordinance, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on May 31, 2018; and

**WHEREAS**, after notice and hearing, the Planning and Zoning Commission has recommended denial of the proposed request by a vote of 5-2; and

**WHEREAS**, the City Council of the City of Bastrop held a public hearing on June 12, 2018 to consider the Applicant’s request; and

**WHEREAS**, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds by a vote three-fourths of all members that it is in the public interest to **approve** the rezoning.

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

**Section 1:** The Property, situated in Lots 1 & 2 of the Lee-Jackson & Fowler Subdivision (1.717 acres), 0.398 acres of Bastrop Town Tract Abstract 11 and 2.046 acres of Building Block 12 East of Water Street located at the northeast corner of SH 95 and Chestnut Street, within the city limits of Bastrop, Texas as more particularly shown and described on attachments Exhibit "A", shall be rezoned to district C-1, Commercial 1.

**Section 2:** If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

**Section 3:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 12<sup>th</sup> day of June 2018.

READ and APPROVED on the Second Reading on the \_\_\_ day of \_\_\_ 2018.

**APPROVED:**

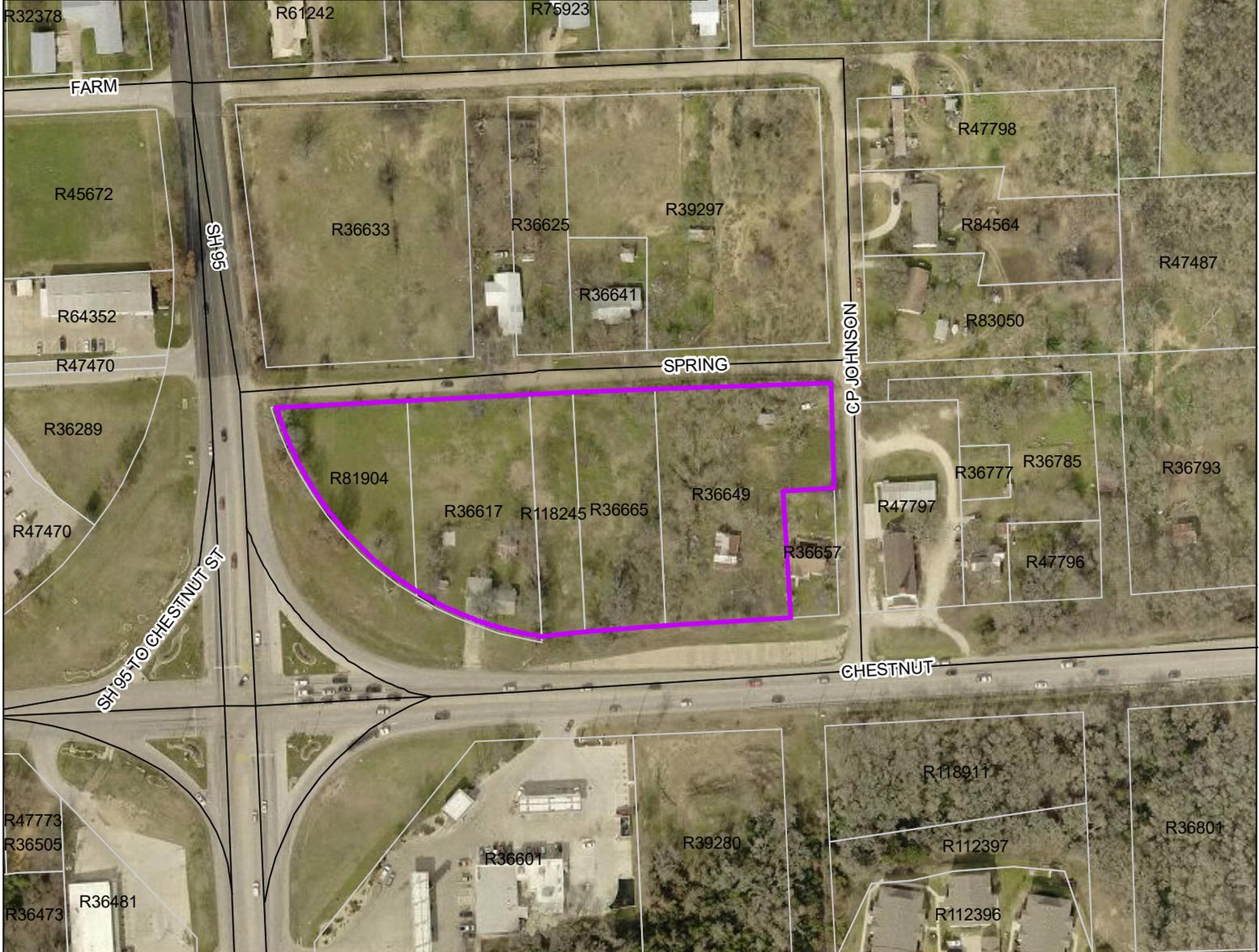
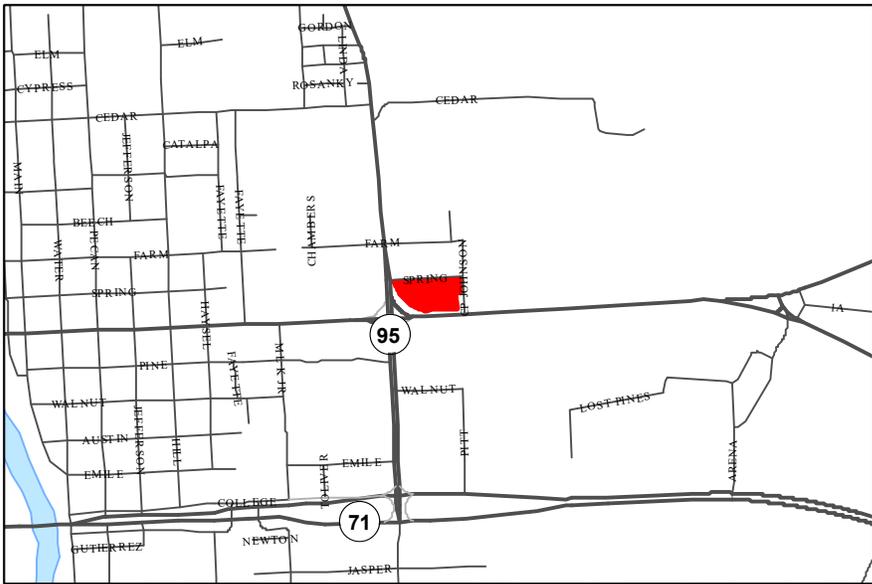
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney



1 inch = 200 feet

**Exhibit A**  
**Location Map**  
**Zoning Map Amendment**  
**Bastrop Town Tract A11 0.398 Acres**  
**Building Block 112 E W ST 2.046 Acres**



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: 11/17/2017

QuikTrip® Corporation



*AUSTIN DIVISION*  
1 Chisholm Trail Road  
Suite 450  
Round Rock, TX 78681  
(704) 604-3475

*David Meyer, Jr.*  
*Real Estate Project Manager*

April 30, 2018

City of Bastrop Planning and Zoning Commission

1311 Chestnut St,

Bastrop, Texas 78602

Attn: Planning and Zoning Commission

***RE: Zoning Explanation Letter***

To Whom It May Concern:

Please accept this letter as an appropriate explanation for the proposed zoning change of the tract of land, approximately 4.229 acres, at the NEC of Hwy 95 & Chestnut St, to be zoned from Commercial-2/Commercial Mixed Use to Commercial-1. The change in zoning was a recommendation from Planning Staff and is also to help provide uniformity in zoning for the entire 4.229 acre tract of land.

Please feel free to reach out to me directly with any questions you may have.

Respectfully,

David Meyer, Jr.  
Real Estate Project Manager- QuikTrip Corp.  
 **A Fortune 100 "Best Companies to Work For"**  
1 Chisholm Trail Road,  
Suite 450  
Round Rock, TX 78681  
(704) 604-3475 - Direct Line  
[dmeyerjr@quiktrip.com](mailto:dmeyerjr@quiktrip.com) - Email

-----  
**PROPERTY OWNER'S RESPONSE**

As a property owner within 200': (please check one)

- I am in favor of the request.
- I am opposed to the request.
- I have no objection to the request.

Property Owner Name: Carlton Harris  
Property Address: 1103 C. P. Johnson Ln.  
Phone (optional): \_\_\_\_\_  
Mailing Address: same  
Email (optional): \_\_\_\_\_  
Property Owner's Signature: CHH

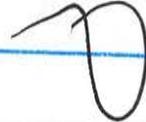
Comments: (Optional)

\_\_\_\_\_

\_\_\_\_\_

**RECEIVED**

**MAY 23 2018**

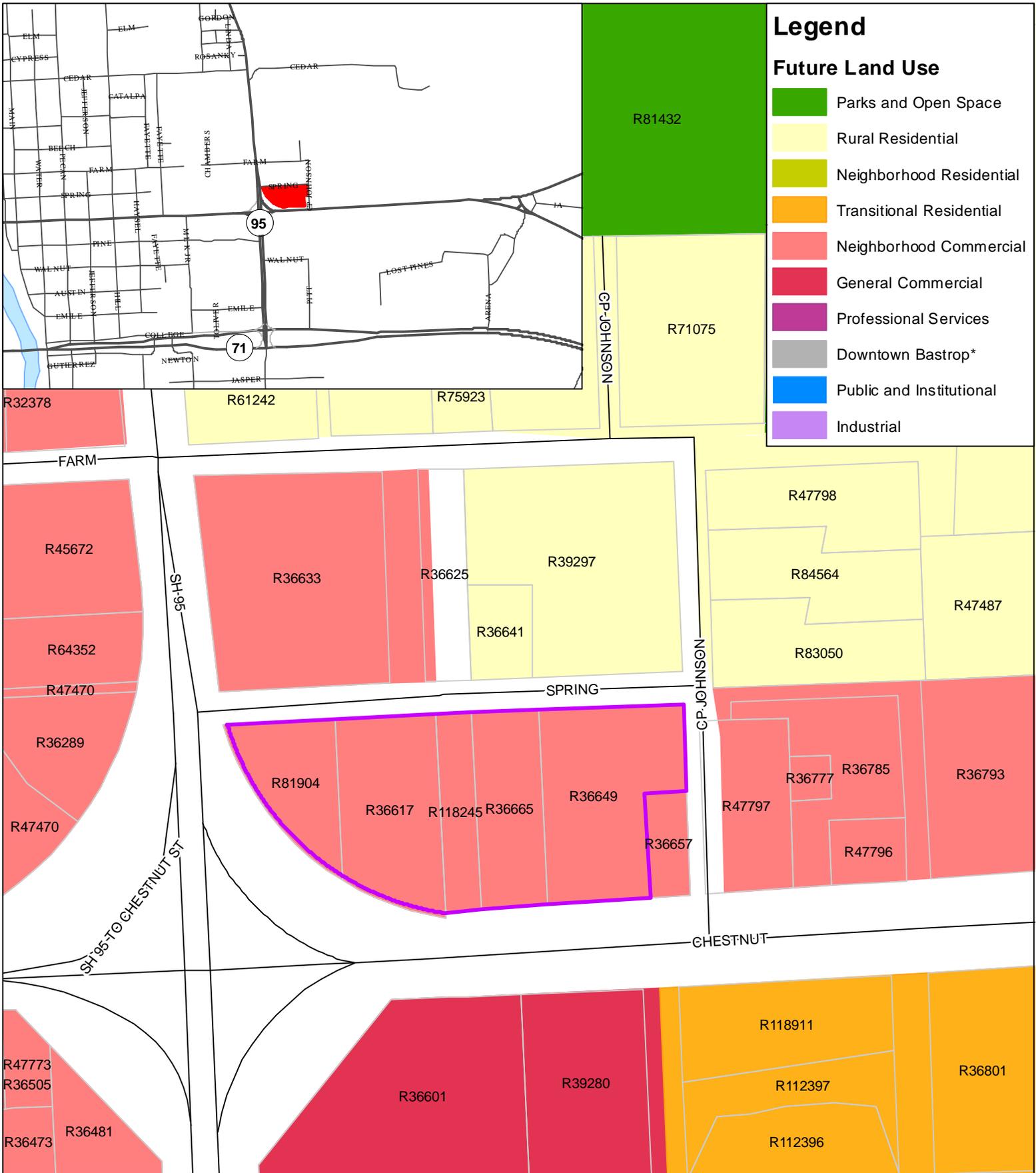
By 

Please provide reply to the address below, via fax (512) 332-8829, or email: [plan@cityofbastrop.org](mailto:plan@cityofbastrop.org)

PLANNING & DEVELOPMENT

1311 Chestnut Street • PO Box 427 • Bastrop, Texas 78602 • 512.332.8840 • [www.cityofbastrop.org](http://www.cityofbastrop.org)





**Attachment 5**  
**Future Land Use Map**  
**Zoning Map Amendment**  
**Bastrop Town Tract A11 0.398 Acres**  
**Building Block 112 E W ST 2.046 Acres**

1 inch = 200 feet



The accuracy and precision of this cartographic data is limited and should be used for information planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Date: 11/17/2017

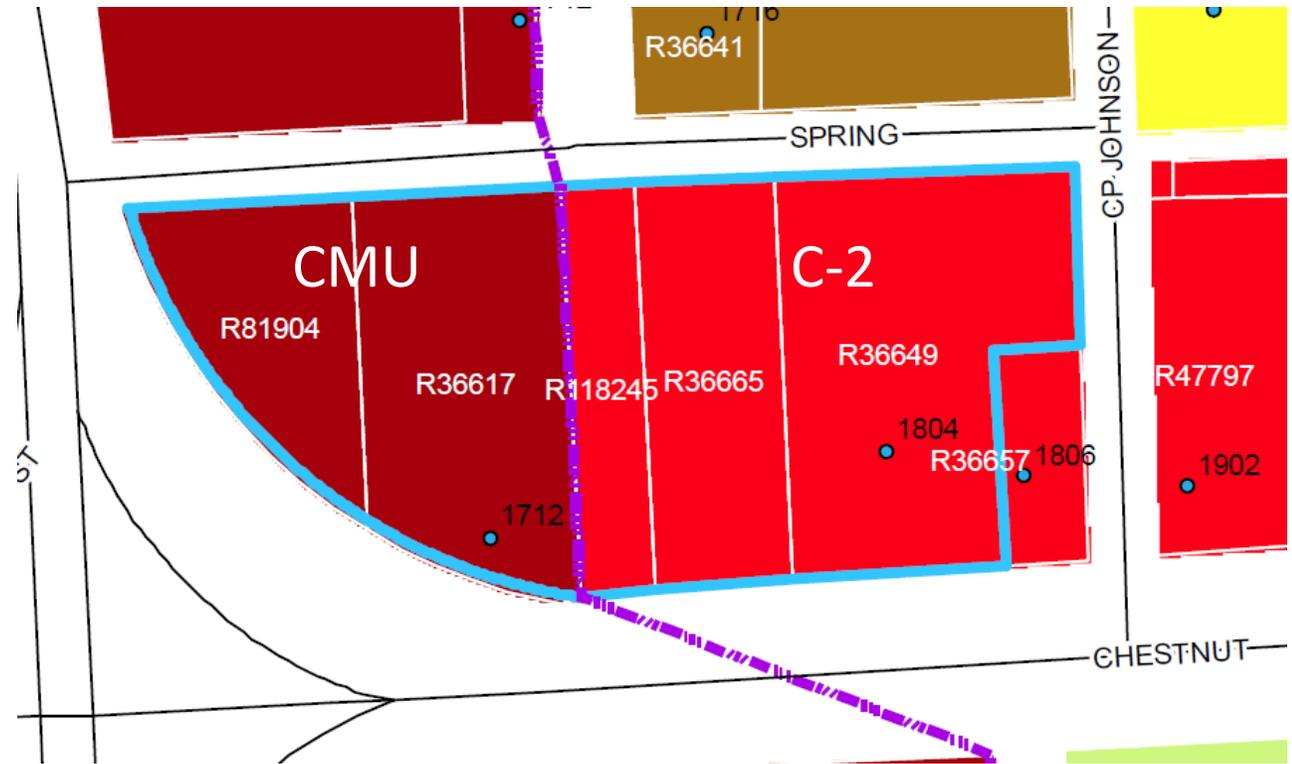


Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-12 of the City Council of the City of Bastrop, Texas, rezoning Lots 1 & 2 of the Lee-Jackson & Fowler Subdivision (1.717 acres) from Form-based Code Character Zone CMU, Commercial Mixed Use, to C-1, Commercial 1, and 0.398 acres of Bastrop Town Tract Abstract 11 and 2.046 acres of Building Block 12 East of Water Street from C-2, Commercial 2 to C-1, Commercial 1, LOCATED AT the Northeast corner of SH 95 and Chestnut Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; including a severability clause; establishing an effective date and move to include on the June 26, 2018 agenda for second reading.



# Request

- Change the zoning for 5 parcels to C-1, Commercial 1
- Currently
  - 2 parcels CMU, Commercial Mixed Use
  - 3 parcels C-2, Commercial 2



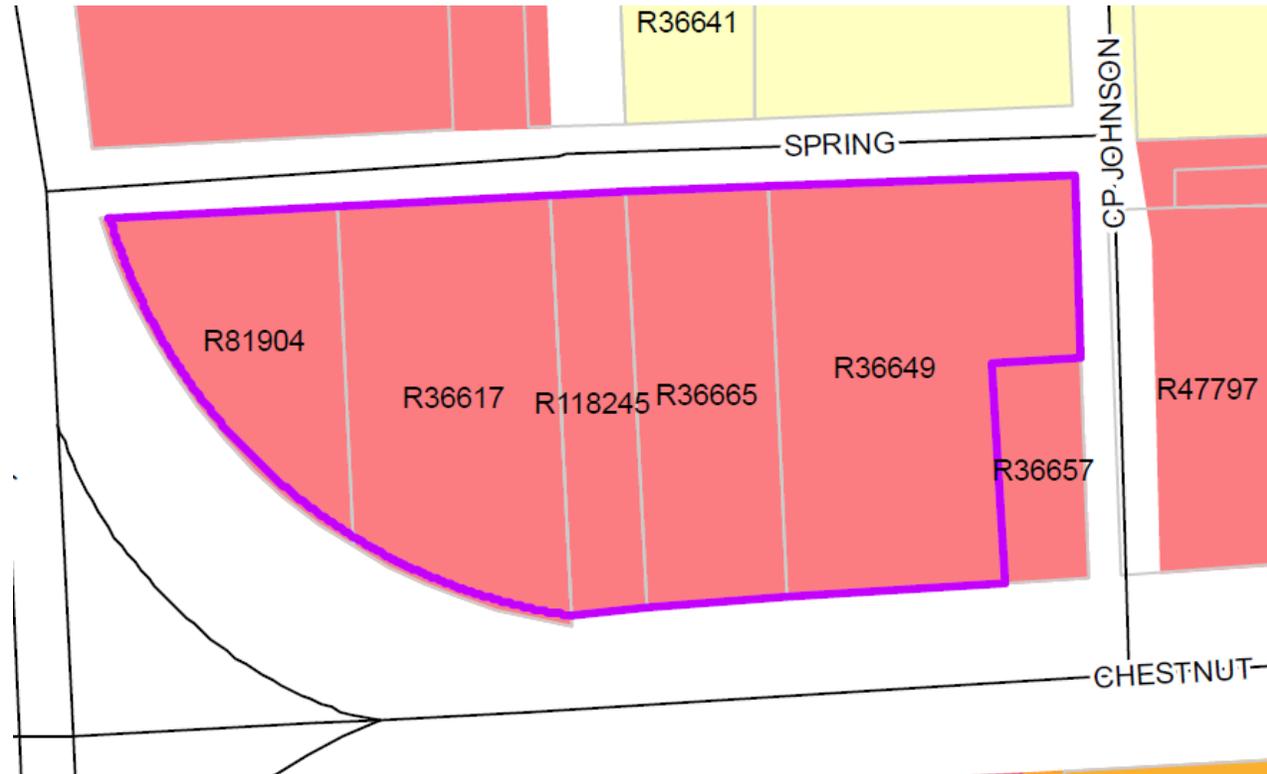
# Location

- NE Corner of Chestnut and SH 95



# Future Land Use

- Neighborhood Commercial



# Section 10 – Changes and Amendments to All Zoning Ordinances and Districts

Changes shall only be made:

A. To correct any error in the regulations or map.

*The existing zoning district was adopted through the appropriate process. The current owner wishes to develop these lots as a commercial use, which requires a zoning amendment to rezone the entire development area to the same zoning district.*

B. To recognize changed or changing conditions or circumstances in a particular locality.

*The applicant plans to plat five existing tracts into one, which would result in a split zoned tract. This rezoning request will move the area into one district.*

C. To recognize changes in technology, the style of living, or manner of conducting business.

*This does not apply. The request follows the existing development pattern in the area.*

D. To change the property to uses in accordance with the approved Comprehensive Plan.

*The requested zoning change to C-1 is consistent with the Future Land Use designation of Neighborhood Commercial shown in the Comprehensive Plan*



# Determination Factors

1. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole.

*Use is already permitted in C-2 and CMU. Commercial uses are appropriate at major roadway intersections.*

2. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings.

*The proposed change is in accord and shall not adversely affect the existing public schools, streets, or utilities in the area. The area will be required to go through the subdivision process and any additional street or utility improvements needed to serve the development (if any) will be determined and required through that process.*



# Determination Factors cont.

3. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances, which may make a substantial part of such vacant land unavailable for development.

*There is vacant land classified as commercial in the vicinity and elsewhere in the city, however some is hindered by lack of utility infrastructure, which requires a longer platting process and increases the cost of development.*

*East of SH 95, commercial development may be hindered by terrain challenges, or requires additional regulation by the Lost Pines Habitat Conservation Plan (LPHCP).*

4. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.

*Over the last 10 years commercial tracts along SH 95 and Chestnut Street have be developed at a steady rate, with a gas station and new shopping center to the south at SH 95 and SH 71, additions to the restaurant and gas station across the street, and retail services along Chestnut.*



# Determination Factors cont.

5. How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved.

*The area is already zoned for commercial uses. This amendment would be a parallel shift/downzone from the current districts, so the change will not affect other areas designated for similar development.*

6. Any other factors which will substantially affect the public health, safety, morals, or general welfare.

*None.*



# Staff Recommendation

- Recommend approval to City Council for the rezone for the northeast corner of SH 95 and Chestnut Street to C-1, Commercial 1, from CMU, Commercial Mixed Use and C-2, Commercial 2.



# Planning & Zoning Commission Recommendation

The P&Z Commission recommended **denial** of the rezoning request by a vote of 5-2.

## Concerns:

- The Commission did not want to remove the northeast corner of SH 95 and Chestnut from the Form-based Code area by removing the Commercial Mixed Use zoning.
- The Commission did not feel that a convenience store/fuel station use was appropriate for a gateway intersection to the city.
- Members of the public stated concerns about the existing traffic and future traffic generated by a fuel station.



# Next Steps

- If the City Council approves the first reading, the item will be placed on the June 26<sup>th</sup> agenda for second reading.
- ***NOTE: Since the Planning & Zoning Commission recommended denial of the zoning request, the City Council must have a minimum vote of 4 out of 5 members to approve the zoning request.***





# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 9H

**TITLE:**

Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-11 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit for a brewery, distillery, or winery use on 0.046 acres of Building Block 3 West of Water Street, located at 809 Main Street, and 0.184 acres of Building Block 3 West of Water Street, located at 705 Pine Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; setting out conditions; including a severability clause; establishing an effective date, and move to include on the June 26, 2018 agenda for second reading.

**STAFF REPRESENTATIVE:**

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

**ITEM DETAILS:**

Site Address: 705 Pine Street and 809 Main Street (Exhibit A)  
Total Acreage: 0.644 acres  
Legal Description: 0.046 acres of Building Block 3 West of Water Street (809 Main Street) and 0.184 acres of Building Block 3 West of Water Street (705 Pine Street)

Property Owner: Thomas and Judi Hoover  
Applicant Contact: Stephen and Cheri Todee

Existing Use: Vacant Retail Commercial Building  
Existing Zoning: DMU, Downtown Mixed Use and HMS, Historic Main Street (Attachment 4)  
Future Land Use: Downtown Bastrop

**BACKGROUND/HISTORY:**

The Copper Shot Distillery is currently in business at 604 Chestnut Street. The applicant is looking to move to a bigger site to expand production and seating availability. (Attachment 2).

**POLICY EXPLANATION:**

The purpose of conditional uses is to allow certain uses in districts that under some circumstances would not be compatible with other permitted uses, but may be compatible if certain conditions and development restrictions are met. A Conditional Use Permit (CUP) is adopted by Ordinance, similar to a standard zoning request, with public hearings at Planning & Zoning Commission and City Council meetings, as well as two ordinance readings at separate City Council meetings.

Per Section 33.2 Conditional Use Permit Regulations, the Planning and Zoning Commission

and City Council may consider the following for approval of a requested CUP:

1. The use is harmonious and compatible with surrounding existing uses or proposed uses;

*Small scale production businesses and assembly space is compatible with the surrounding uses of historic downtown offices, retail, and restaurants.*

2. The activities requested by the applicant are normally associated with the permitted uses in the base district;

*Small scale production businesses and assembly space is compatible with the Downtown Mixed Use and Historic Main Street zoning districts.*

3. The nature of the use is reasonable;

*Small retail breweries, distilleries and wineries are a reasonable size and scale use for the downtown.*

4. Any negative impact on the surrounding area has been mitigated;

*The production operations of the use will not produce any noxious emissions or noise. The wastewater discharge will comply with the City of Bastrop utility requirements in Chapter 13, Article 13.03, Sections 1 – 10, which regulates the discharge of water in public sewers.*

6. That any additional conditions specified ensure that the intent of the district purposes are being upheld.

*No additional criteria are required.*

#### **PUBLIC COMMENTS:**

Property owner notifications were mailed to 18 adjacent property owners on May 11, 2018. At the time of this report, three responses in favor were received. (Attachment 3).

#### **PLANNING & ZONING RECOMMENDATION:**

The Planning & Zoning Commission recommended approval of the Conditional Use Permit by a vote of 7-0.

#### **RECOMMENDATION:**

Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-11 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit for a brewery, distillery, or winery use on 0.046 acres of Building Block 3 West of Water Street, located at 809 Main Street, and 0.184 acres of Building Block 3 West of Water Street, located at 705 Pine Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; setting out conditions; including a severability clause; establishing an effective date, and move to include on the June 26, 2018 agenda for second reading.

**ATTACHMENTS:**

- Ordinance
- Exhibit A: Property Location Map
- Attachment 1: Letter from Applicant
- Attachment 2: Conceptual Site Plan
- Attachment 3: Property Owner's Notification
- Attachment 4: Zoning Map



**ORDINANCE 2018-11**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR A BREWERY, DISTILLERY, OR WINERY USE ON 0.046 ACRES OF BUILDING BLOCK 3 WEST OF WATER STREET, LOCATED AT 809 MAIN STREET, AND 0.184 ACRES OF BUILDING BLOCK 3 WEST OF WATER STREET, LOCATED AT 705 PINE STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBIT A; SETTING OUT CONDITIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Stephen and Cheri Todee (the “Applicant”) submitted a request for a Conditional Use Permit (CUP) for a brewery, distillery or winery use on 0.046 acres of Building Block 3 West of Water Street, located at 809 Main Street, and 0.184 acres of Building Block 3 West of Water Street, located at 705 Pine Street, within the City limits of Bastrop, Texas, hereinafter referred to as “the Property”; and

**WHEREAS**, a location map is attached hereto as Exhibit “A” (the “Property”); and

**WHEREAS**, the Property is currently zoned as Form-base Code HMU, Historic Mixed Use and DMU, Downtown Mixed Use; and

**WHEREAS**, pursuant to Section 10.4 of the City’s Zoning Ordinance, notice of the CUP was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the CUP request on May 31, 2018; and

**WHEREAS**, after notice and hearing, the Planning and Zoning Commission, by a unanimous vote, recommended approval of the proposed request, subject to certain conditions set forth herein; and

**WHEREAS**, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds by a majority vote of all members that it is in the public interest to approve the CUP.

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

**Section 1:** A Conditional Use Permit for a brewery, distillery and winery use, situated in on 0.046 acres of Building Block 3 West of Water Street, located at 809 Main Street, and 0.184 acres of Building Block 3 West of Water Street, located at 705 Pine Street, within the city limits of Bastrop, Texas as more particularly shown on Exhibit “A”, shall be and is hereby approved with the following conditions to:

- a. Construction shall be in conformance with the City of Bastrop regulations.
- b. All necessary permits for the proposed development shall be acquired prior to occupying the building.
- c. A Building Permit shall be applied for and secured within one year from the date the Conditional Use Permit is granted (second reading of the ordinance).
- d. The wastewater discharge will comply with the City of Bastrop utility requirements in Chapter 13, Article 13.03, Sections 1 – 10, which regulates the discharge of water in public sewers.

**Section 2:** If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

**Section 3:** This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 12<sup>th</sup> day of June 2018.

READ and APPROVED on the Second Reading on the \_\_\_ day of \_\_\_ 2018.

**APPROVED:**

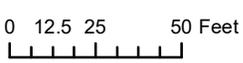
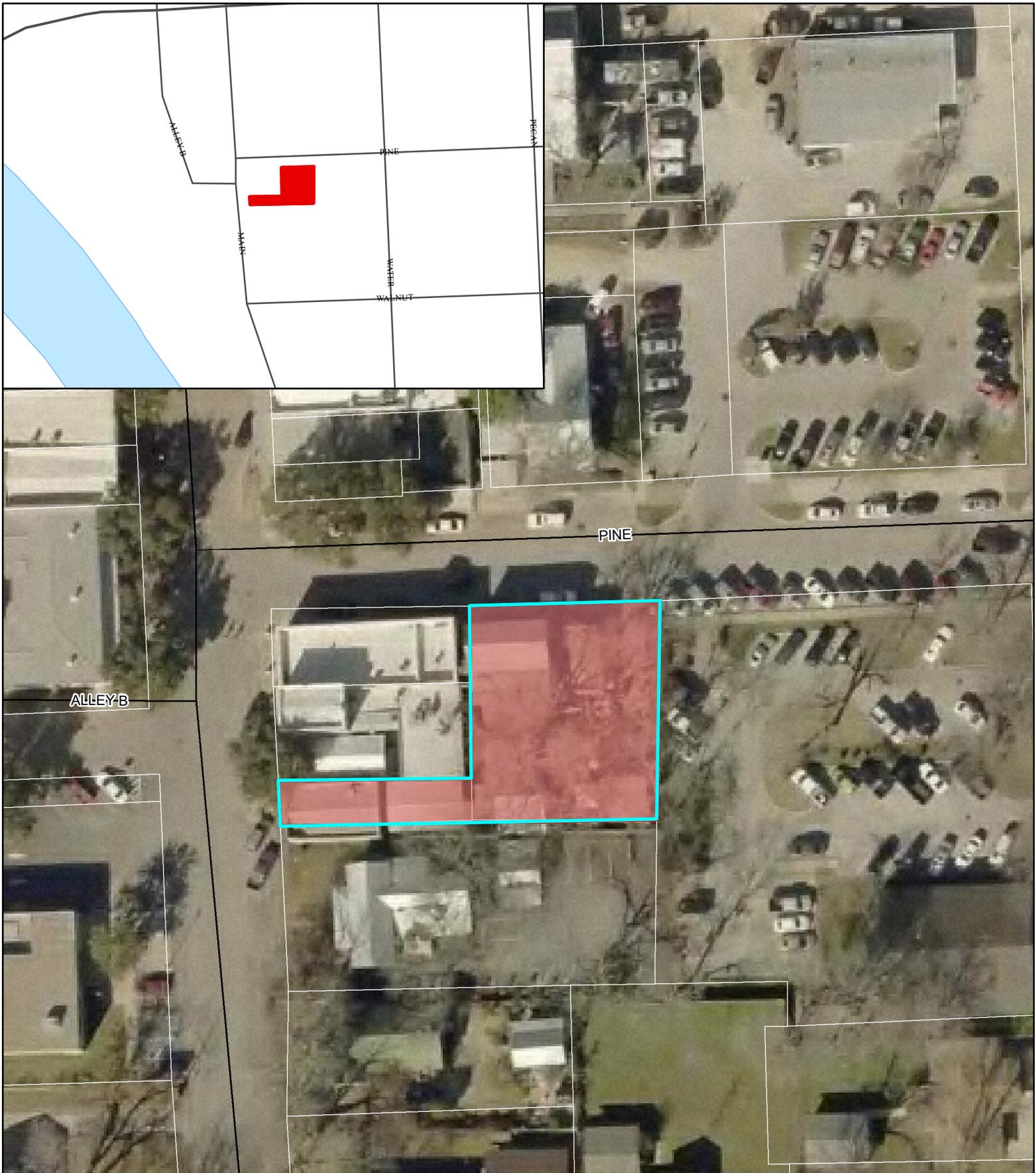
\_\_\_\_\_  
Connie B. Schroeder, Mayor

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Alan Bojorquez, City Attorney



**Location Map**  
**Conditional Use Permit (CUP)**  
**Portion of Building Block 3 West of Water St**  
**705 Pine St and 809 Main St**



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: 5/11/2018



April 26, 2018

Planning/Zoning Commission and City Council,

Copper Shot Distillery would like to relocate its business to the "Tavern" at 809 Main Street across from Wells Fargo Bank. The building is already setup to accomodate our type of business and make the start up a lot easier for us. We wanted to take some time to clarify/remind what our business is allowed to do and how it will continue to operate.

We distill spirits and have a tasting room for customers to try our products. Copper Shot cannot sell more than two bottles per person every 30 days and is only allowed ½ oz tasting up to 2 oz served per person. So with that being said, " we are NOT a bar." The still we use is operated as small craft of only 100 gallons and yields 7-16 gallons of product per run depending on the proof that we run it at. Our still only runs 2 – 3 days a week. Our tasting room is open 7 days a week. Mon – Thur noon – 9:00 pm. Friday and Saturday 11:00 am – 10:00 pm. Sunday Noon – 5:00 pm (no bottle sales on Sunday) Our still is electric, no open flame or hazard.

Our operation at its max has never used more than 500 gallons of water in a week and 300 gallons of waste water going into the sewer system. The sewer water is grain free. Our grains are mostly corn and are picked up by a local farmer. We currently collect rain water off our building to subside water usage. We plan on installing a rain water collection at this new location as well.

This new location will greatly help our business with expansion and the downtown main street foot traffic. Thank you for your time and consideration in approving our conditional use permit, for the property.

Sincerely,

  
Stephen and Cheri Todee

Owners of Copper Shot Distillery Inc

Copper Shot Distillery Inc

Copper Shot Distillery will be manufacturing its own alcohol spirits. i.e. Vodka, Whiskey, moonshine  
A mixed beverage use permit is needed for the tasting room. Mixed Beverage taxes and sales tax are collected from this business to help contribute to the city.

## Conceptual Site Plan for Copper Shot Distillery

Relocating of Copper Shot Distillery to 809 Main Street building to be used as the tasting room, 960 sq.ft. The connecting back deck/patio, 570 sq.ft. The stable barn located 3 ft east of the back deck/patio at 705-~~D~~<sup>C</sup> Pine Street will be used as our distilling/bottling room. 440 sq.ft. A screened in perimeter made of 6' wooden panels will be enclosing the entire property per TABC, with an emergency fire exit. Entire facility will be closed off to all adjacent properties.

Property is currently applying for a Mixed Beverage Use Permit.

Parking for business – there is 2 open spaces in front of building on the street. Two public parking areas off of Pine/Water Street.

Means of ingress is double front doors off of Main Street. Means of egress is an exit thru the perimeter screen gate, that leads out to Pine Street.

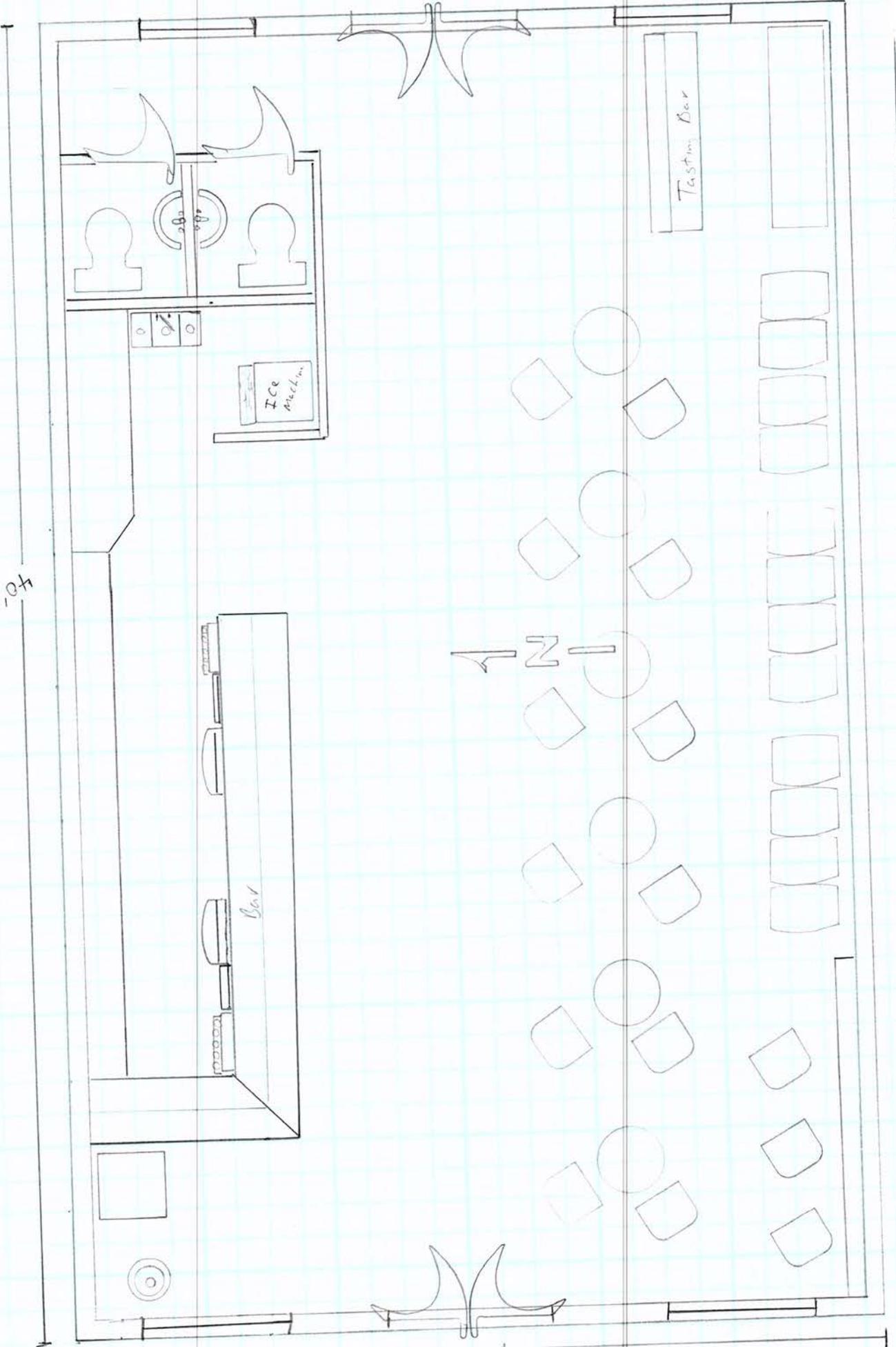
Visual screening – Bulk of Alcohol will be distilled and stored in the stable/barn located at 705-~~D~~<sup>C</sup> Pine St.

Bottles for sale and used for tastings will be present at 809 Main St.

Barrels will also be stored at 809 Main St.

# Tasting Room

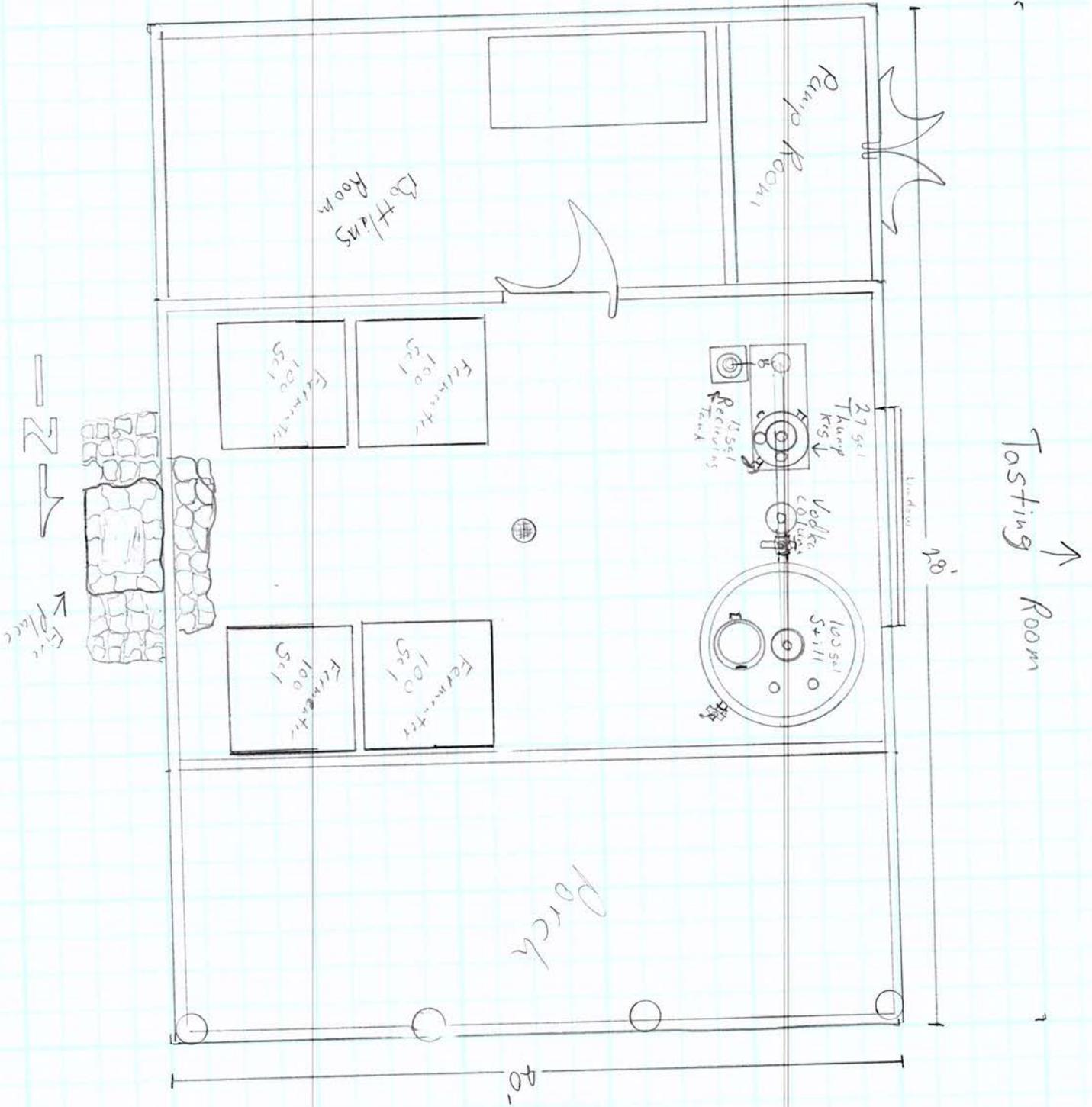
40'

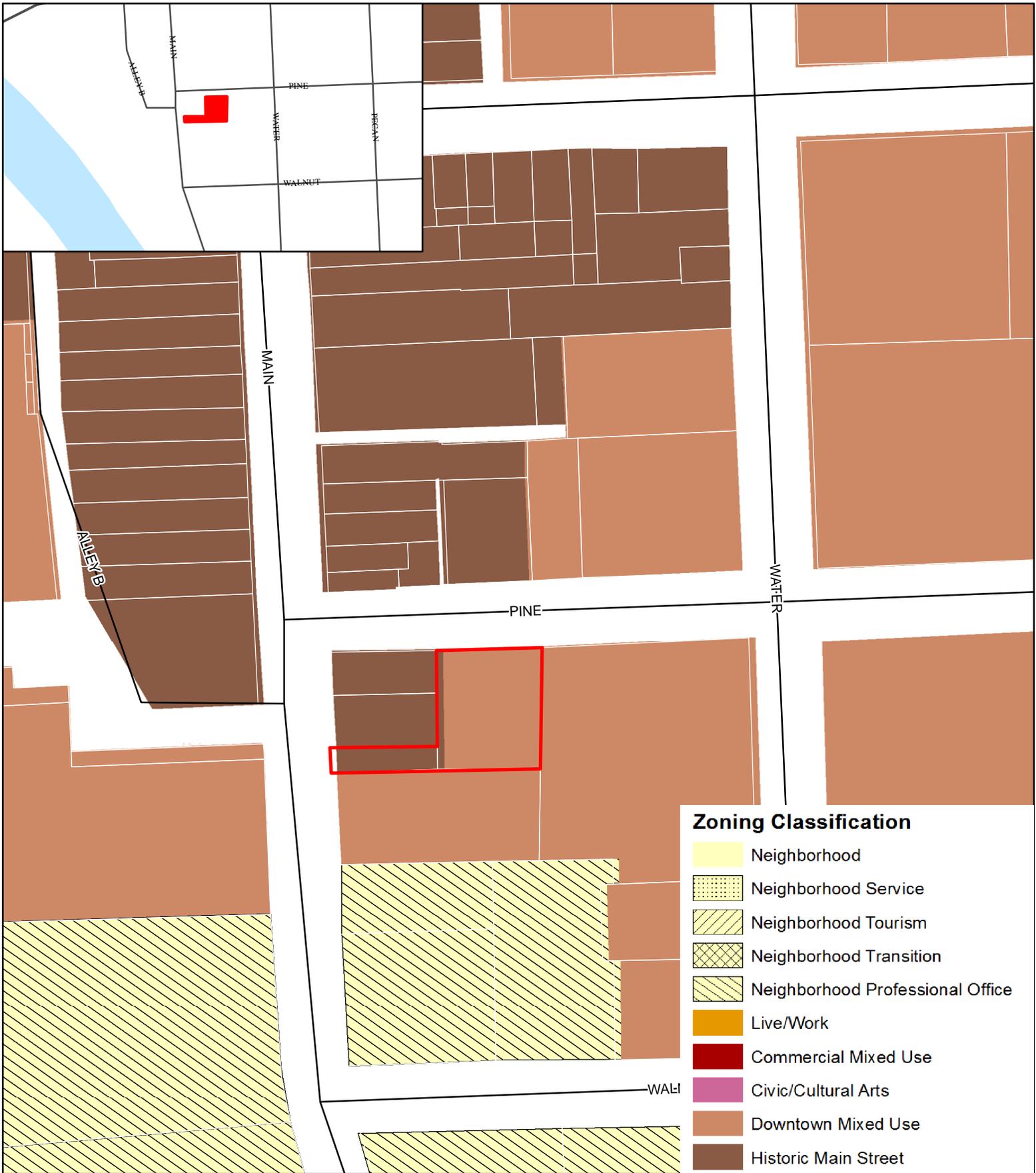


Main St →

24'7"

# Still House





1 inch = 100 feet

Attachment 4  
Zoning Map  
Conditional Use Permit  
Copper Shot Distillery



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: 5/25/2018

Notice of Pending Conditional Use Permit Approval  
City of Bastrop  
Planning & Zoning Commission  
And City Council



Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, May 31, 2018 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, June 12, 2018 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on the request for a Conditional Use Permit to allow a distillery, brewery, distillery and winery use on Building Block 3 West of Water Street (0.046 acres), an area zoned HMS, Historic Main Street (809 Main Street), and Building Block 3 West of Water Street (0.184 acres), an area zoned DMU, Downtown Mixed Use (705 Pine Street) within the city limits of Bastrop.

Applicant/Owner: Cheri Todee/Tommy and Judith Hoover  
Address: 809 Main Street and 705 Pine Street  
Legal Description: Building Block 3 West of Water Street (0.046 acres) and Building Block 3 West of Water Street (0.184 acres)

**The site location map and a letter from the property owner is attached for reference.**

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances CUP Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, [plan@cityofbastrop.org](mailto:plan@cityofbastrop.org), or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.

X-----  
**PROPERTY OWNER'S RESPONSE**

As a property owner within 200': (please check one)

- I am in favor of the request.
- I am opposed to the request.
- I have no objection to the request.

Property Owner Name: Frederic Taylor  
Property Address: 809 main street Bastrop, TX 78602  
Phone (optional): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email (optional): \_\_\_\_\_  
Property Owner's Signature: [Signature]

Comments: (Optional)

**RECEIVED**

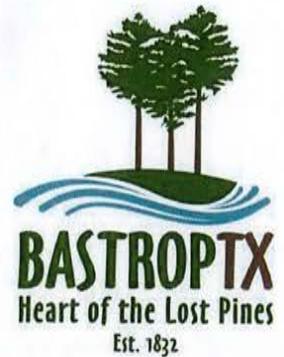
**MAY 14 2018**

By [Signature]

Please provide reply to the address below, via fax (512) 332-8829, or email: [plan@cityofbastrop.org](mailto:plan@cityofbastrop.org)

PLANNING & DEVELOPMENT

**Notice of Pending Conditional Use Permit Approval**  
**City of Bastrop**  
**Planning & Zoning Commission**  
**And City Council**



Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, May 31, 2018 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, June 12, 2018 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on the request for a Conditional Use Permit to allow a distillery, brewery, distillery and winery use on Building Block 3 West of Water Street (0.046 acres), an area zoned HMS, Historic Main Street (809 Main Street), and Building Block 3 West of Water Street (0.184 acres), an area zoned DMU, Downtown Mixed Use (705 Pine Street) within the city limits of Bastrop.

Applicant/Owner: Cheri Todee/Tommy and Judith Hoover  
Address: 809 Main Street and 705 Pine Street  
Legal Description: Building Block 3 West of Water Street (0.046 acres) and Building Block 3 West of Water Street (0.184 acres)

**The site location map and a letter from the property owner is attached for reference.**

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances CUP Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, [plan@cityofbastrop.org](mailto:plan@cityofbastrop.org), or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.

X

**PROPERTY OWNER'S RESPONSE**

As a property owner within 200': (please check one)

- I am in favor of the request.
- I am opposed to the request.
- I have no objection to the request.

**RECEIVED**

**MAY 17 2018**

Property Owner Name: Judith & Thomas Hoover BY [Signature]  
Property Address: 705 Pine St + 601 Chestnut  
Phone (optional): \_\_\_\_\_  
Mailing Address: 1316 Wilson St  
Email (optional): \_\_\_\_\_  
Property Owner's Signature: [Signature]

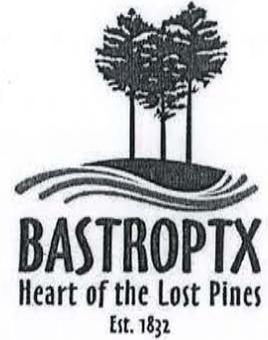
Comments: (Optional)

This business has operated at The Crossing for 15 months and is a very successful attraction and sales for revenue for Bastrop.

Please provide reply to the address below, via fax (512) 332-8829, or email: [plan@cityofbastrop.org](mailto:plan@cityofbastrop.org)

PLANNING & DEVELOPMENT

Notice of Pending Conditional Use Permit Approval  
City of Bastrop  
Planning & Zoning Commission  
And City Council



Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, May 31, 2018 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, June 12, 2018 at 6:30 p.m.** in the **City Hall Council Chambers located at 1311 Chestnut Street, Bastrop, Texas** on the request for a Conditional Use Permit to allow a distillery, brewery, distillery and winery use on Building Block 3 West of Water Street (0.046 acres), an area zoned HMS, Historic Main Street (809 Main Street), and Building Block 3 West of Water Street (0.184 acres), an area zoned DMU, Downtown Mixed Use (705 Pine Street) within the city limits of Bastrop.

Applicant/Owner: Cheri Todee/Tommy and Judith Hoover  
Address: 809 Main Street and 705 Pine Street  
Legal Description: Building Block 3 West of Water Street (0.046 acres) and Building Block 3 West of Water Street (0.184 acres)

**The site location map and a letter from the property owner is attached for reference.**

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances CUP Regulations. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, [plan@cityofbastrop.org](mailto:plan@cityofbastrop.org), or visit the office at 1311 Chestnut Street, Bastrop, Texas.

For additional information, please visit or call the Planning & Development offices.

X

-----  
**PROPERTY OWNER'S RESPONSE**

As a property owner within 200': (please check one)

- I am in favor of the request.  
 I am opposed to the request.  
 I have no objection to the request.

Property Owner Name: Joe Grady Tsch  
Property Address: 906 & 908 Main  
Phone (optional): 512  
Mailing Address: 906 main  
Email (optional): Jrc @ tsch law corp  
Property Owner's Signature: [Signature]

Comments: (Optional)

RECEIVED

MAY 21 2018

By [Signature]

Please provide reply to the address below, via fax (512) 332-8829, or email: [plan@cityofbastrop.org](mailto:plan@cityofbastrop.org)

PLANNING & DEVELOPMENT

Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-11 of the City Council of the City of Bastrop, Texas, granting a Conditional Use Permit for a brewery, distillery, or winery use on 0.046 acres of Building Block 3 West of Water Street, located at 809 Main Street, and 0.184 acres of Building Block 3 West of Water Street, located at 705 Pine Street, within the city limits of Bastrop, Texas; as shown in Exhibit A; setting out conditions; including a severability clause; establishing an effective date, and move to include on the June 26, 2018 agenda for second reading.



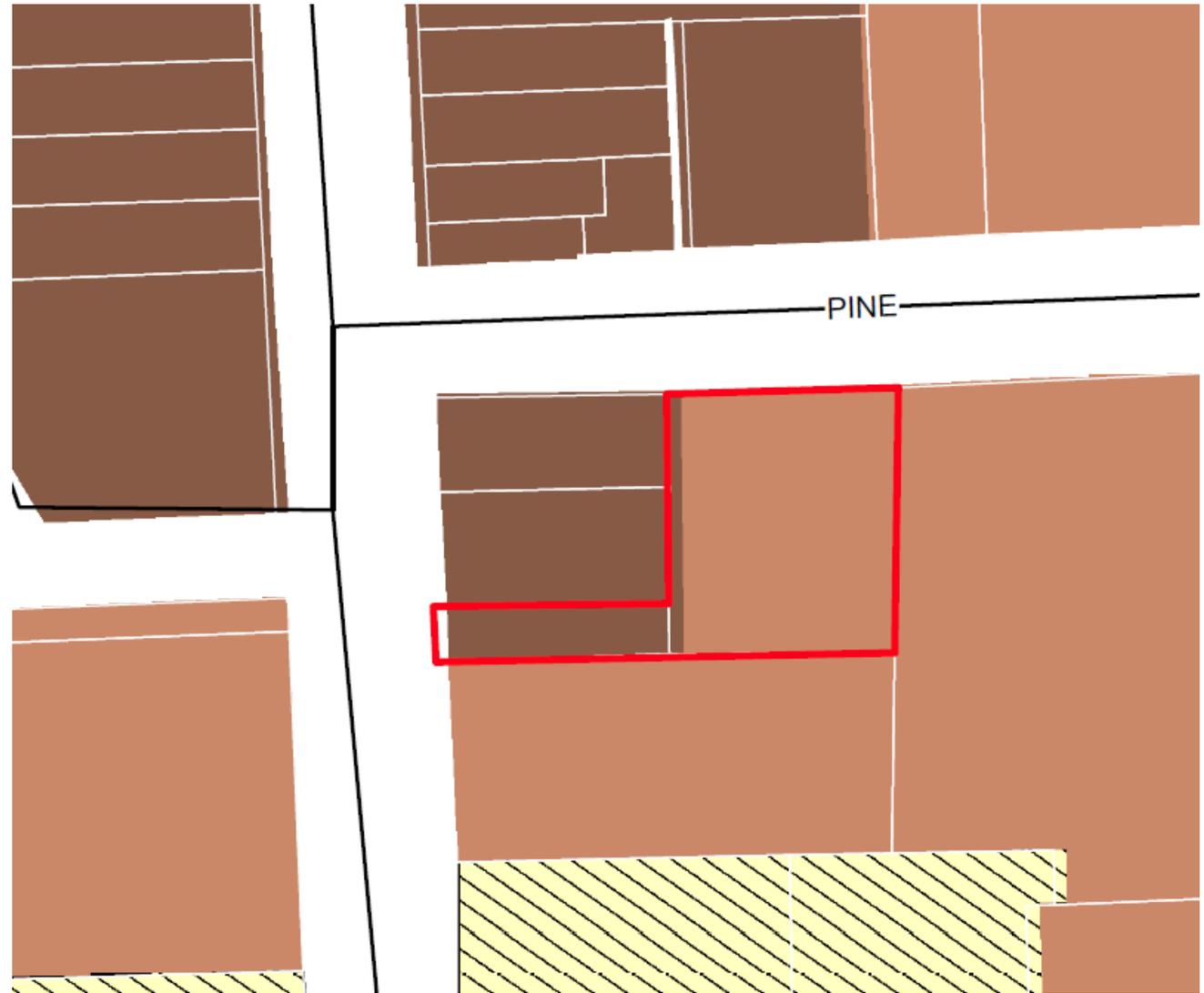
# Request

- Approve a Conditional Use Permit to allow a distillery use
- Relocating to a larger site to expand seating and production



# Zoning

- Downtown Mixed Use – DMU
- Historic Main Street – HMS
- A CUP is required for distilleries, wineries, and brewhouses



# Location

- 809 Main St
  - Tasting room & patio
- 705 Pine Street
  - Distillery & viewing area



# Section 33.2 Conditional Use Permit Regulations

1. The use is harmonious and compatible with surrounding existing uses or proposed uses;  
*Small scale production businesses and assembly space is compatible with the surrounding uses of historic downtown offices, retail, and restaurants.*
2. The activities requested by the applicant are normally associated with the permitted uses in the base district;  
*Small scale production businesses and assembly space is compatible with the Downtown Mixed Use and Historic Main Street zoning districts.*
3. The nature of the use is reasonable;  
*Small retail breweries, distilleries and wineries are a reasonable size and scale use for the downtown.*
4. Any negative impact on the surrounding area has been mitigated;  
*The production operations of the use will not produce any noxious emissions or noise. The wastewater discharge will comply with the City of Bastrop utility requirements in Chapter 13, Article 13.03, Sections 1 – 10, which regulates the discharge of water in public sewers.*
5. That any additional conditions specified ensure that the intent of the district purposes are being upheld.

*Additional criteria on next slide*



# CUP Conditions

1. Construction shall be in conformance with the City of Bastrop regulations.
2. All necessary permits for the proposed development shall be acquired prior to occupying the building.
3. A Building Permit shall be applied for and secured within one year from the date the Conditional Use Permit is granted (second reading of the ordinance).
4. The wastewater discharge will comply with the City of Bastrop utility requirements in Chapter 13, Article 13.03, Sections 1 – 10, which regulates the discharge of water in public sewers.



# Recommendation

- Recommend approval Conditional Use Permit to allow a brewery, distillery and winery use, with the included conditions.



# Planning & Zoning Commission Recommendation

The Planning & Zoning Commission recommended approval of the Conditional Use Permit by a vote of 7-0.



# Recommendation

- Recommend approval Conditional Use Permit to allow a brewery, distillery and winery use, with the included conditions.



# Next Steps

- If the City Council approves the first reading, the item will be placed on the June 26<sup>th</sup> agenda for second reading.





# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 9I

**TITLE:**

Hold public hearing and consider action to approve Resolution No. R-2018-39 of the City Council of the City of Bastrop, Texas, approving a Subdivision Variance, for street improvements related to the Farms End Estate Subdivision, being 2.94 acres of Farm Lot 67 East of Main Street, located at 1706, 1708, and 1712 Farm Street, within the city limits of Bastrop, Texas; repealing all conflicting resolutions; and providing an effective date.

**STAFF REPRESENTATIVE:**

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

**ITEM DETAILS:**

Site Address: 1706, 1708, 1712 Farm Street (Attachment 1)  
Total Acreage: 2.946 acres  
Legal Description: 2.946 acres of Farm Lot 67 East of Main Street

Property Owner\  
Applicant Contact: Ronald and Carole Reynolds

Existing Use: Single-Family Residential  
Existing Zoning: CMU, Commercial Mixed Use and MF-1,  
Multifamily 1  
Future Land Use: Rural Residential

**BACKGROUND/HISTORY:**

The property owner has filed a plat to officially subdivide three lots into three residential lots. There are currently three lots, and with the plat, the property boundaries will be revised. The area borders two dedicated rights-of-way, Farm Street and CP Johnson Lane. CP Johnson Lane adjacent to this plat is not improved. Per the Subdivision Ordinance, a subdivider is required to improve the portion of the ROW adjacent to their property, which requires the property owner to either build or provide fiscal surety for 50 percent of the road improvements. With subdivisions, each owner is responsible for their “proportional share.” The other half of the road improvements would be required of the property to the east, when it is developed. The property owner is requesting a subdivision variance, on the basis that they are not increasing the number of lots or intensity of use.

**POLICY EXPLANATION:**

Per Section 9 – Variance of the Subdivision Ordinance, when a subdivider can show that a provision of these regulations would cause necessary hardship if strictly adhered to, and where, because of some condition peculiar to the site, and when in the opinion of the City Council, a departure may be made without destroying the intent of such provisions the City Council may

authorize a variance.

*C.P. Johnson Lane is a 32-foot wide unimproved right-of-way. The property owner will not be taking access off of the road, and the road currently dead-ends into the Fairview Cemetery. The number of lots will not be increasing with the subdivision, just reconfigured. Due to these reasons, the owner qualifies for a subdivision variance. The city will retain the ROW as an alternative access into the cemetery for maintenance use.*

**PLANNING & ZONING RECOMMENDATION:**

The P&Z Commission recommended approval of the subdivision variance by a vote of 7-0.

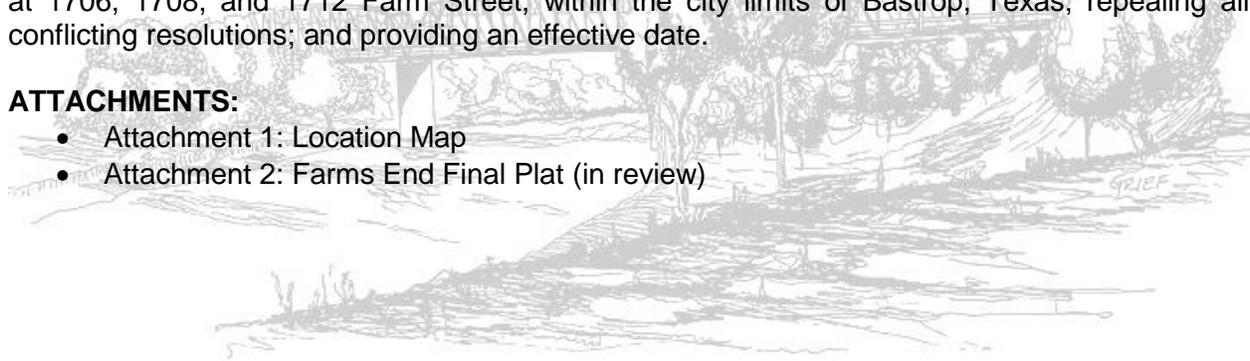
The Commission questioned if this process would still be necessary under the new subdivision ordinance. Staff clarified that it would, but the final decision would go to Planning & Zoning instead of City Council.

**RECOMMENDATION:**

Hold public hearing and consider action to approve Resolution No. R-2018-39 of the City Council of the City of Bastrop, Texas, approving a Subdivision Variance, for street improvements related to the Farms End Estate Subdivision, being 2.94 acres of Farm Lot 67 East of Main Street, located at 1706, 1708, and 1712 Farm Street, within the city limits of Bastrop, Texas; repealing all conflicting resolutions; and providing an effective date.

**ATTACHMENTS:**

- Attachment 1: Location Map
- Attachment 2: Farms End Final Plat (in review)



**RESOLUTION NO. R-2018-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A SUBDIVISION VARIANCE, FOR STREET IMPROVEMENTS RELATED TO THE FARMS END ESTATE SUBDIVISION, BEING 2.94 ACRES OF FARM LOT 67 EAST OF MAIN STREET, LOCATED AT 1706, 1708, AND 1712 FARM STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to the City of Bastrop Subdivision Ordinance, Section 9 - Variances, the City Council is able to waive required subdivision regulations when the requirements cause an unnecessary hardship to the subdivider and the variance does not depart from the intent of the code; and

**WHEREAS**, Ronald and Carole Reynolds. ("the Applicant") have requested a subdivision variance to waive the requirement to construct or provide fiscal surety for the improvement of 50 percent of C.P. Johnson Lane; and

**WHEREAS**, the Final Plat for Farms End Estates, the subdivision filed by the applicant, is not creating new residential lots, and does not need to take access from C.P. Johnson Lane; and

**WHEREAS**, the C.P. Johnson Lane north of Farm Street does not continue and ends at the Fairview Cemetery; and

**WHEREAS**, at the May 31, 2018 regular meeting, the Planning & Zoning Commission recommended approval of the subdivision variance, finding that the street improvements causes an unnecessary hardship to the applicant; and

**WHEREAS**, the City Council finds that the street improvements causes an unnecessary hardship to the applicant.

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

**Section 1.** A subdivision variance, for street improvements for C. P. Johnson Lane, related to the Farms End Estate Subdivision, being 2.94 acres of Farm Lot 67 East of Main Street, located at 1706, 1708, and 1712 Farm Street, within the city limits of Bastrop, Texas is hereby approved.

**Section 2:** All orders, ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 12<sup>th</sup> day of June, 2018.

**CITY OF BASTROP, TEXAS**

APPROVED:

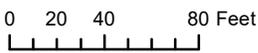
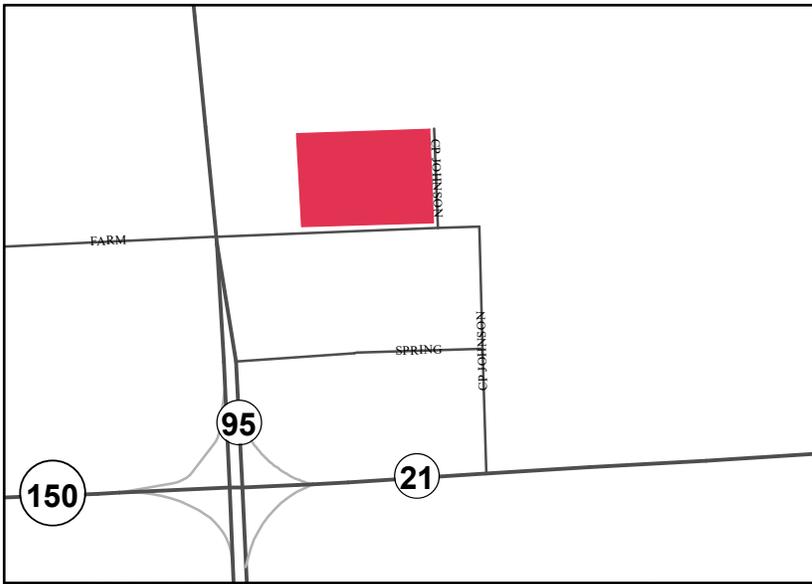
\_\_\_\_\_  
Connie B. Schroeder, Mayor

ATTEST:

\_\_\_\_\_  
Ann Franklin, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan Bojorquez, City Attorney



### Location Map Subdivision Variance Farms End Estates



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: 5/25/2018



Hold public hearing and consider action to approve Resolution R-2018-39 of the City Council of the City of Bastrop, Texas, approving a Subdivision Variance, for street improvements related to the Farms End Estate Subdivision, being 2.94 acres of Farm Lot 67 East of Main Street, located at 1706, 1708, and 1712 Farm Street, within the city limits of Bastrop, Texas; repealing all conflicting resolutions; and providing an effective date.



# Request

- To waive the subdivision requirement to improve or post fiscal surety for road improvements during the subdivision process.



# Location



# Policy – Subdivision Ordinance, Section 9

- Provision of these regulations would cause necessary hardship if strictly adhered
  - *The estimated cost for 50% of the C.P. Johnson Lane improvements would be \$60,000.*
  - *The subdivision is not creating a new amount of lots, just reconfiguring the existing three lots.*
- Some condition peculiar to the site, a departure may be made without destroying the intent of the code.
  - *The roadway does not continue and ends at the cemetery.*
  - *The city wants to retain the right-of-way for maintenance access for the city.*



# Staff Recommendation

- Recommend approval of the subdivision variance to waive the requirement of Section 5.20 – Streets, to improve or post fiscal surety for the construction of 50 percent of C.P. Johnson Lane, between Farm Street and Fairview Cemetery .



# Planning & Zoning Commission Recommendation

The P&Z Commission recommended approval of the subdivision variance by a vote of 7-0.

The Commission questioned if this process would still be necessary under the new subdivision ordinance. Staff clarified that it would, but the final decision would go to Planning & Zoning instead of City Council.



# Next Steps

- The subdivision variance will be noted on the final plat for Farms End Estates Subdivision.





# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 9J

**TITLE:**

Consider action to approve Resolution No. R-2018-38 of the City Council of the City of Bastrop, Texas, approving the Preliminary Plat known as The Colony MUD 1A, Section 3, Phase A & B, being 100.289 acres of the Jose Manuel Bangs Survey, Abstract 5, located east of FM 969 and west of the Colorado River, within the Extra-Territorial Jurisdiction of Bastrop, Texas; as shown in 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: East of FM 969 and west of the Colorado River (Attachment 1)  
Total Acreage: 100.289 acres  
Legal Description: 100.289 acres of the Jose Manuel Bangs Survey, Abstract 5  
Property Owner: Rick Neff/Hunt Communities Bastrop, L.L.C.  
Agent Contact: Christine Methvin, Carlson, Brigance, and Doering, Inc.  
Existing Use: Vacant/Undeveloped  
Existing Zoning: None. Extra-Territorial Jurisdiction, The Colony MUD  
Adopted Plan: Second Amendment to the Colony MUD Consent Agreement  
Future Land Use: Neighborhood Residential

**BACKGROUND/HISTORY:**

The applicant has submitted a new Preliminary Plat for The Colony MUD 1A, Section 3, Phases A and B. The plat is creating 231 single-family detached lots, and 11 associated landscape/drainage/open space lots (Exhibit A). The proposed single-family lots follow the lot standards adopted in the Consent Agreement.

Lot Standard	Minimum Dimensions (feet)	Lot Size (square feet)
Colony - S	50 ft. by 110 ft.	6,000

The subdivision will have 17.588 acres of right-of-way that will be maintained by the MUD with nine new residential (50' ROW) streets and one collector (100' ROW) that serve the subdivision.

Traffic Impact and Streets

The Preliminary 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 to the south and to the adjacent developed property to the north. 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 Preliminary Plat is consistent with the recommendations of that analysis. Improvements along FM 969 are proposed to be built with the previous 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

Stormwater runoff generated within the property will be routed through an underground storm sewer network, 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:**

Notifications were mailed to eight adjacent property owners on May 11, 2018 (Attachment 2). At the time of this report, no comments have been received.

#### **POLICY EXPLANATION:**

Preliminary Plats are reviewed by the Planning & Zoning Commission and a recommendation is provided. The plat and P&Z report are then forwarded to City Council for final approval.

#### 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 plat complies with the Future Land Use Plan, which shows Neighborhood Residential in this area. The plat includes 231 single-family lots that will provide 231 single-family detached units. There are also seven common lots that provide open space, drainage and landscaped areas and four lots of park space for this plat.*

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 subdividing an undeveloped 100.289-acre tract into 231 single-family lots. Public improvements within the subdivision (streets, drainage, and other utilities) will be dedicated to the Colony Municipal Utility District 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;

*The preliminary 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;

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

- (3) a bond required under Section 212.0106, if applicable, is filed with the municipality; and

*Before the Final Plat can be approved, the City Engineer must approve the Public Improvement Construction Plan. 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 preliminary plat complies with the requirements of the adopted Subdivision Ordinance and Consent Agreement.*

#### Code of Ordinances Chapter 10 – Subdivisions

- Section 4.10 – Standard Procedure – Preliminary Plat

4.10.1. The subdivider shall submit a preliminary plat of the entire area being subdivided. Prior to the plat being placed before the Commission for consideration, the plat must be accepted as administratively complete by the Director of Planning and Development. A plat that contains the detailed information set forth in paragraphs 4.10.1 and 4.10.2 is considered administratively complete.

*Planning and Engineering staff have reviewed The Colony MUD 1A, Section 3, Phase A and B Preliminary Plat for compliance with subdivision and utility standards and have deemed the plat administratively complete.*

#### **PLANNING & ZONING RECOMMENDATION:**

The P&Z Commission recommended approve of the preliminary plat by a vote of 7-0.

#### Questions/Comments:

How is drainage being conveyed?

The drainage for this section is being conveyed through the street infrastructure directly to the Colorado River without any detention.

When are the additional acceleration/deceleration lanes going to be provided?

They are under construction now with the improvements for The Colony MUD 1A, Section 1.

#### **RECOMMENDATION:**

Consider action to approve Resolution No. R-2018-38 of the City Council of the City of Bastrop, Texas, approving the Preliminary Plat known as The Colony MUD 1A, Section 3, Phase A & B, being 100.289 acres of the Jose Manuel Bangs Survey, Abstract 5, located east of FM 969 and west of the Colorado River, within the Extra-Territorial Jurisdiction of Bastrop, Texas; as shown in Exhibit A; repealing all conflicting resolutions; and providing an effective date.

**ATTACHMENTS:**

- Exhibit A: Preliminary Plat
- Attachment 1: Location Map
- Attachment 2: Surrounding Property Notification



**RESOLUTION NO. R-2018-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE PRELIMINARY PLAT KNOWN AS THE COLONY MUD 1A, SECTION 3, PHASE A & B, BEING 100.289 ACRES OF THE JOSE MANUEL BANGS SURVEY, ABSTRACT 5, LOCATED EAST OF FM 969 AND WEST OF THE COLORADO RIVER, WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF BASTROP, TEXAS; AS SHOWN 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 Bastrop L.L.C. ("the Applicant") has submitted a Preliminary Plat for The Colony MUD 1A, Section 3, Phase A & B, a residential subdivision; and

**WHEREAS**, the Preliminary Plat is consistent with the Comprehensive Plan designation of Neighborhood Residential and requirements of the Second Amendment to the Colony MUD Consent Agreement; and

**WHEREAS**, the Preliminary Plat for The Colony MUD 1A, Section 3, Phase A & B was recommended for approval by the Planning & Zoning Commission on May 31, 2018; and

**WHEREAS**, the Bastrop Planning and Development Department has reviewed the above-referenced Preliminary Plat and found it is in compliance with the Subdivision Ordinance, and the Second Amendment to the Colony MUD Consent Agreement standards; 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 Preliminary Plat known as the Colony MUD 1A, Section 3, Phase A & B, being 100.289 acres of the Jose Manuel Bangs Survey, Abstract 5, located east of FM 969 and west of the Colorado River, 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 orders, ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 12<sup>th</sup> day of June, 2018.

**CITY OF BASTROP, TEXAS**

APPROVED:

\_\_\_\_\_  
Connie B. Schroeder, Mayor

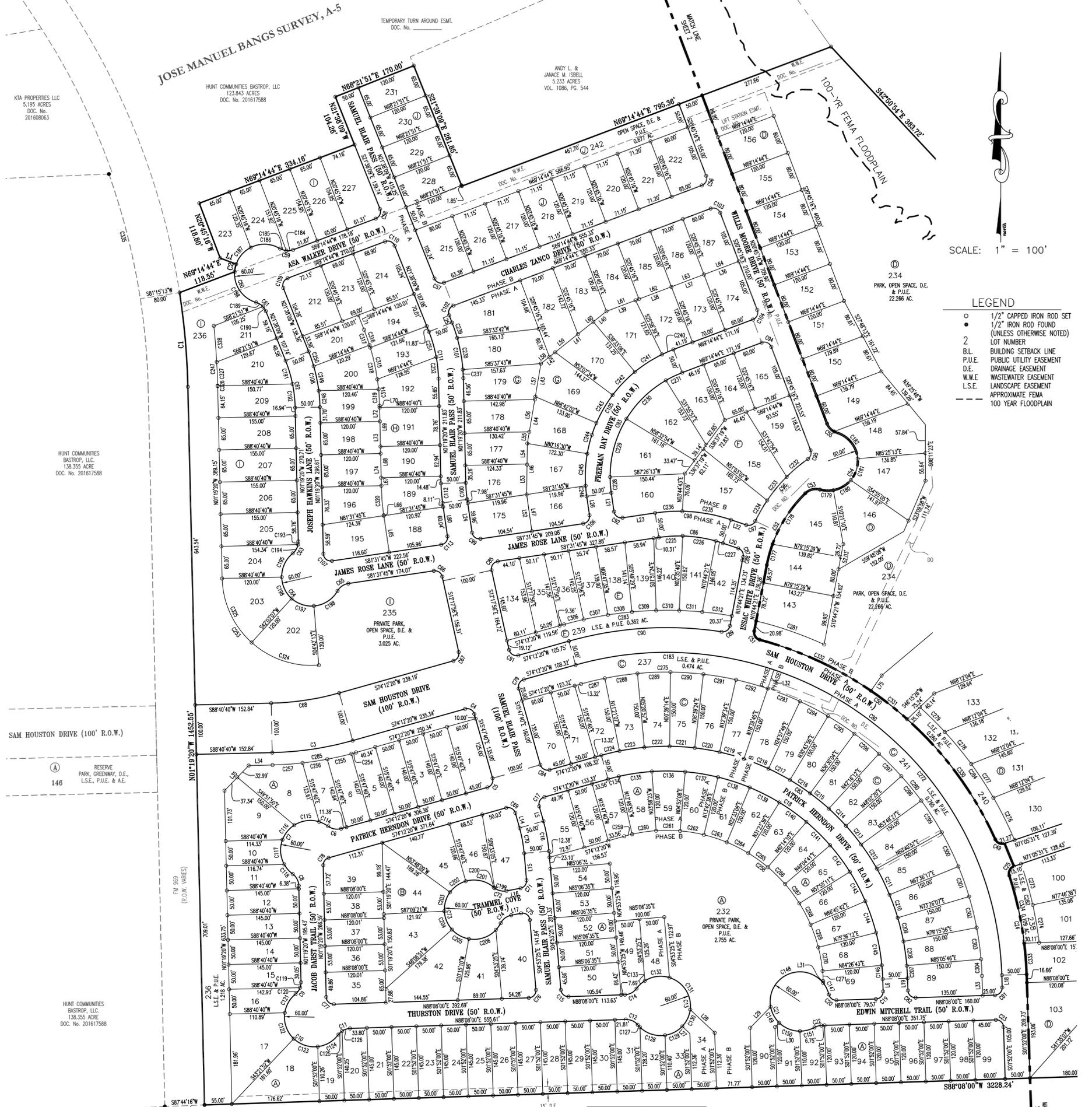
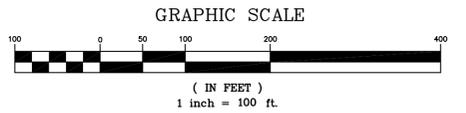
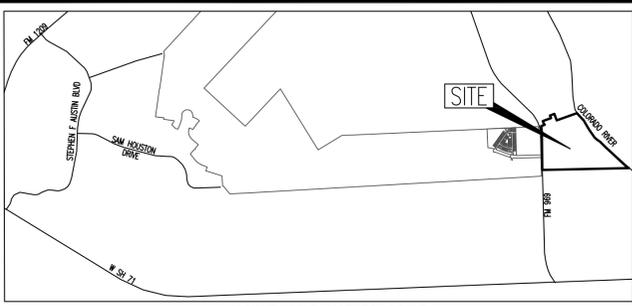
ATTEST:

\_\_\_\_\_  
Ann Franklin, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Alan Bojorquez, City Attorney

# THE PRELIMINARY PLAT OF THE COLONY MUD 1A SECTION 3, PHASE A AND B



- SCALE: 1" = 100'
- LEGEND
- 1/2" CAPPED IRON ROD SET
  - 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
  - 2 LOT NUMBER
  - B.L. BUILDING SETBACK LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - D.E. DRAINAGE EASEMENT
  - W.W.E. WASTEWATER EASEMENT
  - L.S.E. LANDSCAPE EASEMENT
  - - - APPROXIMATE FEMA 100 YEAR FLOODPLAIN

Line #	Length	Direction
L1	34.39	N69°44'13"W
L2	143.52	S51°36'48"E
L3	99.93	S55°51'31"E
L4	120.11	S59°12'57"E
L5	31.37	S15°47'40"E
L6	24.73	S01°52'00"E
L7	45.79	S21°47'56"E
L8	59.49	S01°52'00"E
L9	50.84	S88°08'00"W
L10	82.08	S88°08'00"W
L11	41.75	S21°47'56"E
L12	42.97	N01°05'31"E
L13	47.01	N01°05'31"E
L14	31.37	S15°47'40"E
L15	54.83	S04°53'25"E
L16	28.77	S79°08'00"W
L17	20.39	S79°08'00"W
L18	24.73	S01°52'00"E
L19	24.73	S01°52'00"E
L20	32.52	N01°10'53"W
L21	38.41	S08°18'57"E
L22	32.39	N01°10'53"W
L23	66.51	S81°31'45"W
L24	67.94	S08°18'57"E
L25	15.83	N01°38'09"W
L26	38.63	S08°18'57"E
L27	21.03	S46°31'18"E
L28	67.85	S46°31'18"E
L29	59.14	S44°14'59"W
L30	12.08	S44°14'59"W
L31	3.82	S01°52'00"E
L32	40.00	S18°20'30"W
L33	39.73	S01°52'00"E
L34	48.11	N88°40'40"E
L35	70.34	S43°40'40"W
L36	75.00	S89°14'44"W
L37	70.00	S89°14'44"W
L38	77.30	S89°14'44"W
L39	62.70	S89°14'44"W
L40	33.74	S51°15'49"W
L41	98.44	S51°15'49"W
L42	36.86	S51°15'49"W
L44	95.97	S09°37'00"W
L46	103.25	S00°47'59"W
L47	75.00	S08°01'40"E
L48	75.00	N08°01'40"W
L49	66.20	N09°37'00"E
L50	73.57	N09°37'00"E
L51	61.78	N00°47'59"E
L52	41.48	N00°47'59"E
L53	23.99	N09°37'00"E
L54	66.20	N09°37'00"E
L55	73.57	N09°37'00"E
L56	21.85	N51°15'49"E
L57	73.59	N51°15'49"E
L58	70.00	N51°15'49"E
L59	70.00	N69°14'44"E
L60	70.00	N69°14'44"E
L61	70.00	N69°14'44"E
L62	70.00	N69°14'44"E
L63	70.00	N69°14'44"E
L64	75.00	N69°14'44"E
L65	75.00	N69°14'44"E
L66	6.95	N08°18'57"W
L67	16.30	N01°19'20"W
L68	62.94	N01°19'20"W
L69	78.76	N01°19'20"W
L70	3.70	N01°19'20"W
L71	31.73	N21°38'09"W
L72	31.70	S01°19'20"E
L73	85.00	S01°19'20"E
L74	65.00	S01°19'20"E
L75	37.56	S34°53'47"W
L76	79.98	N56°06'45"E
L77	40.52	N34°48'27"W
L78	40.52	N21°52'56"W
L79	10.19	N35°50'15"E
L80	68.16	S08°18'57"E
L81	38.22	N79°29'22"W

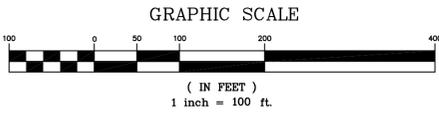
**SHEET NO. 1 OF 3**

**Carlson, Brigance & Doering, Inc.**

FIRM ID #3791 REG. # 10024900

Civil Engineering Surveying  
5501 West William Cannon Austin, Texas 78749  
Phone No. (512) 280-5166 Fax No. (512) 280-5165

# THE PRELIMINARY PLAT OF THE COLONY MUD 1A SECTION 3, PHASE A AND B



- LEGEND**
- 1/2" CAPPED IRON ROD SET
  - 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
  - 2 LOT NUMBER
  - B.L. BUILDING SETBACK LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - D.E. DRAINAGE EASEMENT
  - W.W.E. WASTEWATER EASEMENT
  - L.S.E. LANDSCAPE EASEMENT
  - - - APPROXIMATE FEMA 100 YEAR FLOODPLAIN

SCALE: 1" = 100'

**FLOOD PLAIN NOTE:**

A PORTION OF THIS TRACT LIES WITHIN A DESIGNATED FLOOD HAZARD AREA, THIS TRACT LIES IN ZONE AE, AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION RATE MAP NO. 48021 C 0215E AND 48021 C 0355E, FOR BASTROP COUNTY TEXAS, DATED JANUARY 19, 2006. COMMUNITY NUMBER 481193.

**GENERAL NOTES:**

1. ALL SUBDIVISION PERMITS SHALL CONFORM TO THE CITY OF BASTROP CODE OF ORDINANCES, CONSTRUCTION STANDARDS, AND GENERALLY ACCEPTED ENGINEERING PRACTICES.
2. 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.
3. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BASTROP ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT.
4. ALL WORK, INCLUDING SIGNS, SHALL COMPLY WITH THE CITY OF BASTROP ORDINANCES AND THE CONSENT AGREEMENT FOR THE COLONY MUD NUMBER 1 AND SUBSEQUENT ASSIGNMENT.
5. THE CITY WILL PERFORM A FINAL INSPECTION OF INFRASTRUCTURE, BUT THE CITY WILL NOT "ACCEPT" THE INFRASTRUCTURE, ALSO, FINANCIAL ASSURANCE WILL NOT BE REQUIRED PRIOR TO THE PRELIMINARY PLAT BEING RECORDED, SINCE THE PRELIMINARY PLAT WILL NOT BE RECORDED.
6. 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. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PRELIMINARY PLAT VACATION OR RE-PLATING MAY BE REQUIRED, AT THE OWNERS SOLE EXPENSE, IF PLANS TO CONSTRUCT SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS. BE REVIEWED AND ACCEPTED BY THE CITY OF BASTROP PRIOR TO ANY CONSTRUCTION WITHIN THE SUBDIVISION.
7. BY APPROVING THIS PRELIMINARY 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 THE CITY STANDARDS MAY BE JUST CAUSE FOR THE CITY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS INCLUDING BUILDING PERMITS, SITE PLAN APPROVALS AND/OR CERTIFICATE OF OCCUPANCY.
8. 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).
9. WATER IS PROVIDED BY THE COLONY MUD 1A.
10. WASTEWATER SERVICE IS PROVIDED BY THE COLONY MUD 1A.
11. ELECTRIC SERVICE WILL BE PROVIDED BY BLUEBONNET ELECTRIC.
12. GAS SERVICE WILL BE PROVIDED BY CENTER POINT ENERGY.
13. CABLE SERVICE IS PROVIDED BY THE TIME WARNER CABLE.
14. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
15. WASTEWATER AND WATER SYSTEMS SHALL CONFORM TO TCEQ (TEXAS COMMISSION ON ENVIRONMENTAL QUALITY) REQUIREMENTS.
16. DEVELOPER/OWNER SHALL BE SOLELY RESPONSIBLE FOR ALL RELOCATIONS AND MODIFICATIONS TO EXISTING UTILITIES.
17. FLOOD WARNING: THE DEGREE OF FLOOD WATER PROTECTION REQUIRED BY THE CITY OF BASTROP FLOOD DAMAGE PREVENTION ORDINANCE IS CONSIDERED REASONABLE FOR THE 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 PRELIMINARY PLAT BY THE CITY COUNCIL DOES NOT IMPLY THAT LAND OUTSIDE OF THE AREA OF SPECIAL FLOOD HAZARDS OR USES PERMITTED IN SUCH AREAS WILL BE FREE FROM FLOODING OR FLOOD DAMAGES. NEITHER SHALL ACCEPTANCE OF THIS PRELIMINARY 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 PRELIMINARY PLAT OR ANY ADMINISTRATION DECISION LAWFULLY MADE HEREUNDER.
18. ALL DRAINAGE EASEMENTS, STORM WATER FACILITIES / FEATURE SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
19. ALL EASEMENTS OF RECORD AS INDICATED ON THE MOST RECENT TITLE ROLL DATED: 12-01-2016, CONDUCTED BY CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT OF: NO. 421005324 ISSUED BY CHICAGO TITLE INSURANCE COMPANY FOR THIS PROPERTY ARE SHOWN ON THIS PRELIMINARY PLAT.
20. TEMPORARY OR PERMANENT EASEMENTS ARE TO BE PROVIDED AS REQUIRED AT THE CITY'S SOLE DISCRETION FOR OFF-SITE WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS.
21. PROPERTY OWNERS SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
22. 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 OR AROUND THE LOT, FROM ITS STRUCTURE TO THE DRAINAGE SYSTEM CONSTRUCTED BY THE SUBDIVISION DEVELOPER.
23. PUBLIC UTILITY AND DRAINAGE EASEMENTS WHERE SHOWN HEREON ARE INTENDED TO INDICATE AND EASEMENT FOR CONSTRUCTION, OPERATIONS 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.
24. EVIDENCE OF A MANDATORY OWNER'S ASSOCIATIONS RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS MUST BE SUBMITTED PRIOR TO THE RECORDING OF THE FINAL PLAT.
25. ALL RIGHT-OF-WAYS IN SECTION 3 WILL BE PRIVATE.

STATE OF TEXAS )  
COUNTY OF TRAVIS ) KNOW ALL MEN BY THESE PRESENTS:

I, DOUGLAS R. RUMMEL, JR., P.E. DO HEREBY CERTIFY THAT THE STREETS AND DRAINAGE DESIGN, AS SHOWN HEREON, COMPLIES WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF BASTROP, AND THAT THE 100 YEAR FLOOD PLAN IS AS SHOWN AND WILL BE CONTAINED WITHIN THE DRAINAGE EASEMENT AND OR DRAINAGE RIGHT-OF-WAY, AS SHOWN HEREON.

ENGINEERING BY: DOUGLAS R. RUMMEL, JR., P.E. NO. 97387  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749



STATE OF TEXAS )  
COUNTY OF TRAVIS ) KNOW ALL MEN BY THESE PRESENTS:

THAT I, AARON V. THOMASON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATION OF THE CITY OF BASTROP, COUNTY, TEXAS. ALL EASEMENTS OF RECORD HAVE BEEN IDENTIFIED ON THIS PLAT TO THE BEST OF MY KNOWLEDGE.

SURVEYED BY: AARON V. THOMASON - R.P.L.S. NO. 6214  
CARLSON, BRIGANCE & DOERING, INC.  
5501 WEST WILLIAM CANNON DRIVE  
AUSTIN, TEXAS 78749



**FIELD NOTES**

BEING ALL OF THAT CERTAIN 100.289 ACRE TRACT OF LAND OUT OF THE JOSE MANUEL BANGS, ABSTRACT NO. 5, SITUATED IN BASTROP COUNTY, TEXAS, BEING A PORTION OF A 1258.002 ACRE TRACT OF LAND, BEING MORE PARTICULARLY DESCRIBED AS A 123.943 ACRE TRACT BEING CALLED TRACT 2, CONVEYED TO HUNT COMMUNITIES BASTROP, LLC, RECORDED IN DOCUMENT NUMBER 201617588, OFFICIAL PUBLIC RECORDS OF BASTROP COUNTY, TEXAS (O.P.R.B.C.T.X.), SAID 100.289 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING**, at an iron rod found for the southwestern corner of said Tract 2, also being the northwestern corner of that certain 322.788 acre tract of land conveyed to Lloyd F. Ketha, and also being in the eastern right-of-way line of FM 969 (right-of-way varies), for the **POINT OF BEGINNING** for the herein described tract,

**THENCE**, with the common boundary line of said Tract 2 and said F.M. 969, the following two (2) courses and distances, numbered 1 and 2,

1. N01°19'20"W, a distance of 1452.55 feet to a calculated point, at a point of curvature for a curve to the left, and
2. With said curve to the left, having a radius of 1472.48 feet, an arc length of 191.29 feet, and whose chord bears N05°01'30"W, a distance of 191.15 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE".

**THENCE**, leaving said common boundary line and crossing said Tract 2, the following seven (7) courses and distances, numbered 1 through 7,

1. N69°44'44"E, a distance of 118.55 feet to a 1/2" iron rod set stamped "CBD SETSTONE", at a point of curvature for a curve to the right,
2. With said curve to the right, having a radius of 60.00 feet, an arc length of 16.12 feet, and whose chord bears N11°34'09"W, a distance of 16.08 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
3. N69°44'13"W, a distance of 34.39 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
4. N20°45'16"W, a distance of 118.80 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
5. N69°14'44"E, a distance of 334.16 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
6. N21°38'09"W, a distance of 104.26 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE", and
7. N68°21'51"E, a distance of 170.00 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE", being in an eastern boundary line of said Tract 2, also being in the southwestern boundary line of that certain 5.233 acre tract of land conveyed to Andy L. and Janace M. Isbell in Volume 1086, Page 544 (O.P.R.B.C.T.X.).

**THENCE**, with the common boundary line of said Tract 2 and said 5.233 acre tract, the following two (2) courses and distances, numbered 1 and 2,

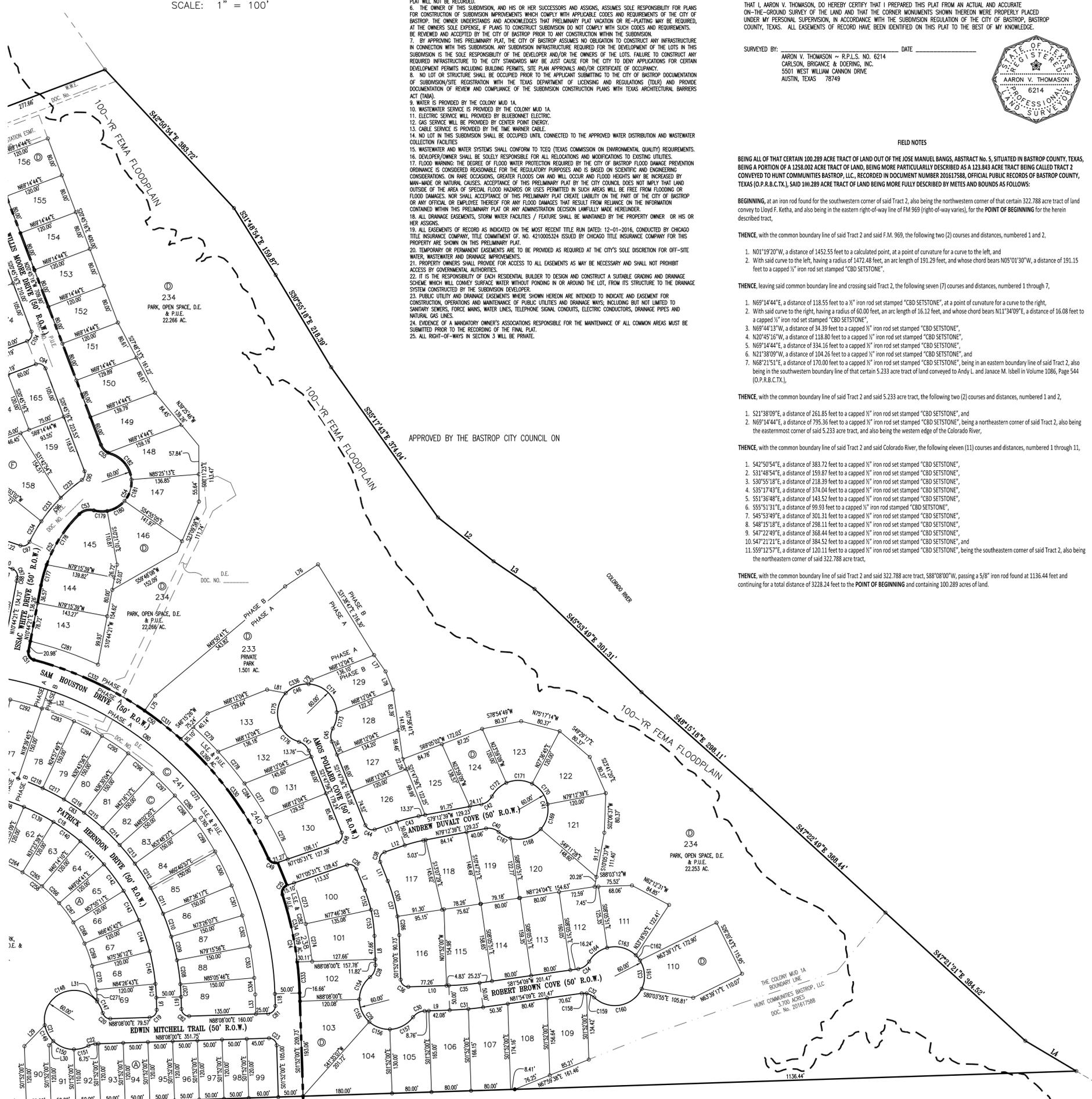
1. S21°38'09"E, a distance of 261.85 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE", and
2. N69°14'44"E, a distance of 795.36 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE", being a northeastern corner of said Tract 2, also being the easternmost corner of said 5.233 acre tract, and also being the western edge of the Colorado River,

**THENCE**, with the common boundary line of said Tract 2 and said Colorado River, the following eleven (11) courses and distances, numbered 1 through 11,

1. S42°50'54"E, a distance of 383.72 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
2. S31°48'54"E, a distance of 159.87 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
3. S30°55'18"E, a distance of 218.39 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
4. S35°17'43"E, a distance of 374.04 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
5. S51°36'48"E, a distance of 143.52 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
6. S55°51'31"E, a distance of 99.93 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
7. S45°53'49"E, a distance of 301.31 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
8. S48°15'18"E, a distance of 298.11 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
9. S47°22'49"E, a distance of 368.44 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE",
10. S47°21'21"E, a distance of 384.52 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE", and
11. S59°12'57"E, a distance of 120.11 feet to a capped 1/2" iron rod set stamped "CBD SETSTONE", being the southeastern corner of said Tract 2, also being the northeastern corner of said 322.788 acre tract,

**THENCE**, with the common boundary line of said Tract 2 and said 322.788 acre tract, S88°08'00"W, passing a 5/8" iron rod found at 1136.44 feet and continuing for a total distance of 3228.24 feet to the **POINT OF BEGINNING** and containing 100.289 acres of land.

APPROVED BY THE BASTROP CITY COUNCIL ON



LLOYD F. KETHA  
322.788 ACRES  
NO RECORDING INFO

**SHEET NO. 2 OF 3**

**Carlson, Brigance & Doering, Inc.**  
FIRM ID #F3791    REG. # 10024900

Civil Engineering 5501 West William Cannon Phone No. (512) 280-5160	Surveying Austin, Texas 78749 Fax No. (512) 280-5165
---	--

THE PRELIMINARY PLAT OF  
**THE COLONY MUD 1A**  
**SECTION 3, PHASE A AND B**

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	191.29	1472.48	N05°01'30"W	191.15	95.78	726°36'
C2	16.12	60.00	N11°34'09"E	16.08	8.11	152°35'
C3	164.18	650.00	N81°26'30"E	163.75	82.53	142°28'20"
C4	23.56	15.00	N67°47'40"W	21.21	15.00	90°00'00"
C5	23.56	15.00	N29°12'20"E	21.21	15.00	90°00'00"
C6	27.40	30.00	S79°37'46"E	26.46	14.74	52°19'48"
C7	188.69	60.00	S36°26'30"W	120.00	36573.58	180°11'17"
C8	27.40	30.00	N27°29'14"W	26.46	14.74	52°19'48"
C9	27.40	30.00	N24°50'34"E	26.46	14.74	52°19'48"
C10	204.38	60.00	S46°34'31"E	118.95	450.69	195°09'50"
C11	27.40	30.00	S61°59'15"W	26.44	14.73	52°17'31"
C12	27.40	30.00	N65°42'05"W	26.46	14.74	52°19'48"
C13	298.10	60.00	N01°52'00"W	73.33	46.32	284°39'37"
C14	27.40	30.00	N61°58'06"E	26.46	14.74	52°19'48"
C15	22.77	15.00	S48°22'42"E	20.65	14.23	86°58'35"
C16	61.85	325.00	N10°20'32"W	61.76	31.02	105°41'15"
C17	23.56	15.00	S28°12'20"W	21.21	15.00	90°00'00"
C18	789.04	435.00	N53°49'50"W	685.23	556.05	103°55'41"
C19	23.56	15.00	N43°08'00"E	21.21	15.00	90°00'00"
C20	20.54	15.00	S52°38'51"E	18.97	12.24	78°26'18"
C21	299.24	60.00	S23°41'51"W	72.43	45.42	285°44'54"
C22	14.30	30.00	S74°28'42"W	14.16	7.29	271°8'37"
C23	23.56	15.00	N46°52'00"W	21.21	15.00	90°00'00"
C24	203.55	725.00	N09°54'35"W	202.88	102.45	16°05'11"
C25	23.56	15.00	S23°34'10"W	21.04	14.75	89°02'41"
C26	22.81	15.00	N65°21'12"W	20.67	14.26	87°06'33"
C27	95.67	275.00	N11°49'58"W	95.19	48.32	19°55'56"
C28	27.40	30.00	N24°17'50"E	26.46	14.74	52°19'48"

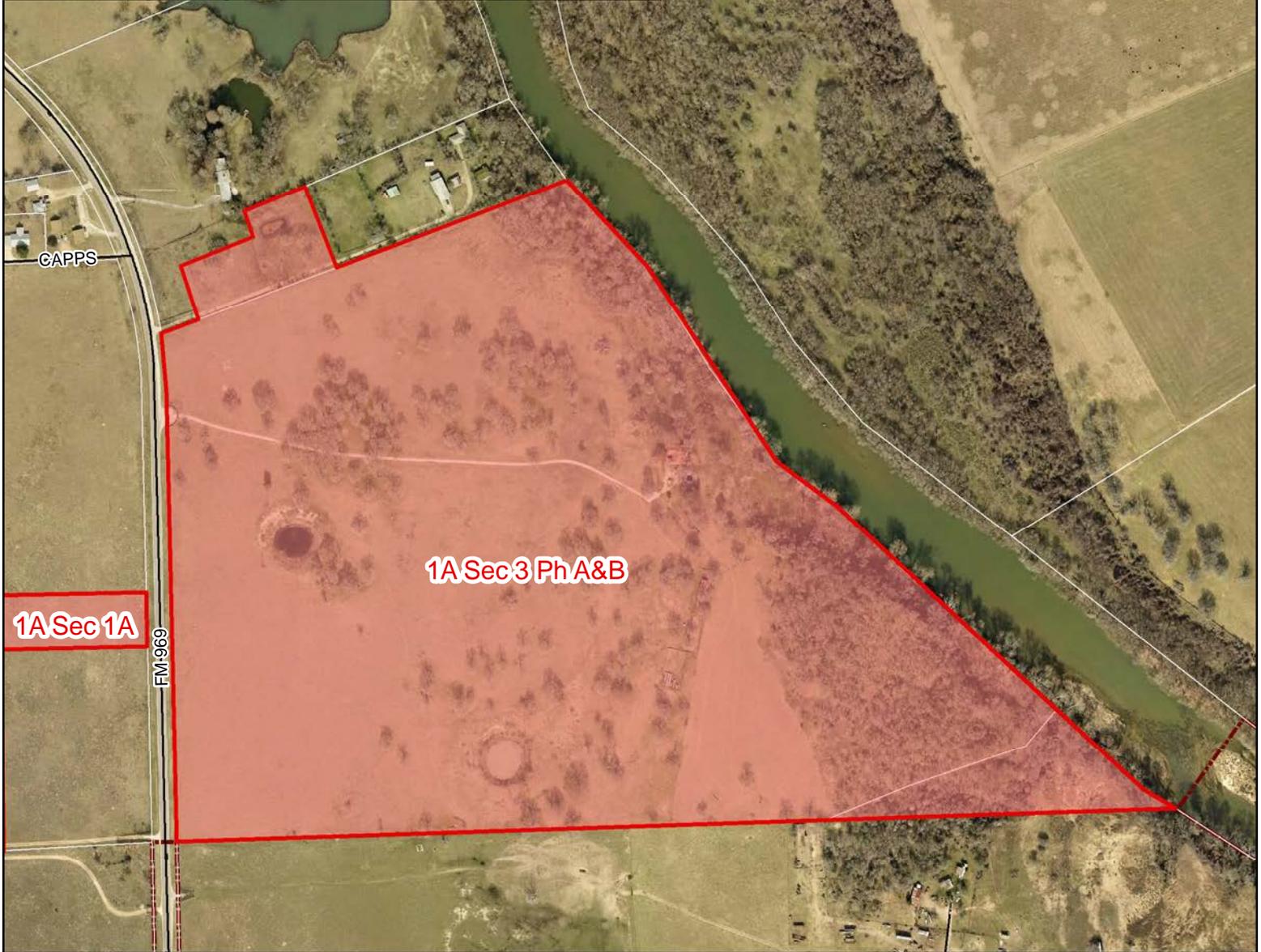
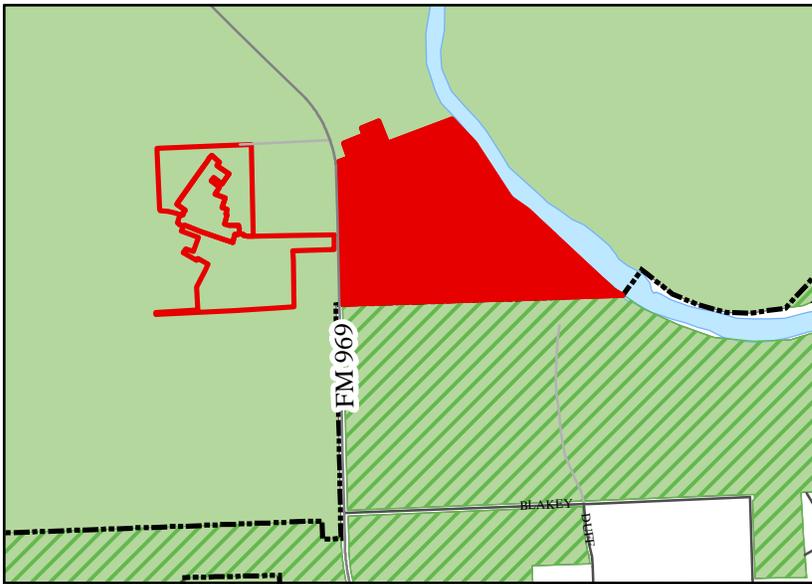
Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C29	203.85	60.00	S48°52'00"E	119.02	466.43	194°39'37"
C30	27.40	30.00	S61°58'06"W	26.46	14.74	52°19'48"
C31	67.97	625.00	N85°01'05"E	67.94	34.02	61°31'51"
C32	27.40	30.00	N71°55'57"W	26.46	14.74	52°19'48"
C33	298.10	60.00	N08°05'51"W	73.33	46.32	284°39'37"
C34	27.40	30.00	N55°44'15"E	26.46	14.74	52°19'48"
C35	62.53	575.00	N85°01'05"E	62.50	31.30	61°31'51"
C36	23.56	15.00	S46°52'00"E	21.21	15.00	90°00'00"
C37	113.06	325.00	N11°49'58"W	112.49	57.11	19°55'56"
C38	24.32	15.00	S24°38'48"W	21.74	15.78	92°53'27"
C39	38.97	275.00	S75°09'05"W	38.93	19.52	87°07'08"
C40	27.40	30.00	N74°37'27"W	26.46	14.74	52°19'48"
C41	298.10	60.00	N10°47'21"W	73.33	46.32	284°39'37"
C42	27.40	30.00	N53°02'44"E	26.46	14.74	52°19'48"
C43	46.05	325.00	S75°09'05"W	46.01	23.06	87°07'08"
C44	22.81	15.00	S62°11'12"E	20.67	14.26	87°06'33"
C45	27.40	30.00	S04°21'58"W	26.46	14.74	52°19'48"
C46	298.10	60.00	S68°12'04"W	73.33	46.32	284°39'37"
C47	27.40	30.00	N47°57'50"W	26.46	14.74	52°19'48"
C48	24.32	15.00	N24°38'48"E	21.74	15.78	92°53'27"
C49	22.19	15.00	S66°31'53"E	20.22	13.69	84°45'13"
C50	644.17	725.00	N49°36'30"W	623.19	345.09	50°54'29"
C51	22.46	15.00	S32°09'42"E	20.42	13.94	85°48'05"
C52	167.08	275.00	S28°08'40"W	164.52	86.21	34°48'38"
C53	31.55	30.00	S75°40'51"W	30.12	17.41	60°15'44"
C54	187.34	60.00	N16°21'49"E	119.99	629.58	178°53'47"
C55	27.40	30.00	S46°55'10"E	26.46	14.74	52°19'48"
C56	23.56	15.00	N24°14'44"E	21.21	15.00	90°00'00"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C57	23.33	15.00	S66°11'43"E	21.05	14.77	89°07'06"
C58	23.79	15.00	N23°48'17"E	21.38	15.23	90°52'54"
C59	27.40	30.00	S84°35'22"E	26.46	14.74	52°19'48"
C60	204.77	60.00	S23°48'17"W	118.90	439.67	195°32'30"
C61	27.40	30.00	N47°48'04"W	26.46	14.74	52°19'48"
C62	97.50	275.00	N11°28'45"W	96.99	49.27	20°18'49"
C63	27.40	30.00	N24°50'34"E	26.46	14.74	52°19'48"
C64	211.33	60.00	S49°53'48"E	117.83	311.45	201°48'32"
C65	27.40	30.00	S55°21'51"W	26.46	14.74	52°19'48"
C66	22.56	15.00	N52°23'05"W	20.49	14.03	86°10'20"
C67	22.65	15.00	N30°57'12"E	20.56	14.11	86°30'15"
C68	138.92	550.00	N81°26'30"E	138.55	69.83	14°28'20"
C69	23.56	15.00	N67°47'40"W	21.21	15.00	90°00'00"
C70	52.34	275.00	N10°20'32"W	52.26	26.25	105°41'15"
C71	22.00	15.00	N37°07'18"E	20.08	13.51	84°01'25"
C72	27.40	30.00	S74°42'05"E	26.46	14.74	52°19'48"
C73	298.10	60.00	S105°02'00"E	73.33	46.32	284°39'37"
C74	27.40	30.00	S52°58'08"W	26.46	14.74	52°19'48"
C75	25.13	15.00	N52°52'42"W	22.29	16.65	95°58'35"
C76	24.35	15.00	N41°37'18"E	21.77	15.81	83°01'25"
C77	23.70	15.00	S46°35'40"E	21.31	15.14	90°32'39"
C78	19.77	15.00	S36°26'30"W	18.37	11.62	75°31'40"
C79	23.56	15.00	S28°12'20"W	21.21	15.00	90°00'00"
C80	1224.37	675.00	N53°49'50"W	1063.29	862.84	103°55'41"
C81	23.56	15.00	N43°08'00"E	21.21	15.00	90°00'00"
C82	23.56	15.00	S46°52'00"E	21.21	15.00	90°00'00"
C83	879.73	485.00	N53°49'50"W	763.99	619.97	103°55'41"
C84	23.56	15.00	S67°47'40"E	21.21	15.00	90°00'00"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C85	24.56	15.00	S34°36'55"W	21.91	16.04	93°49'40"
C86	130.98	275.00	N84°49'34"W	129.75	66.76	271°17'22"
C87	21.77	15.00	N29°36'13"W	19.91	13.31	83°09'20"
C88	7.01	325.00	S11°21'24"W	7.01	3.50	11°44'07"
C89	23.04	15.00	N54°44'21"E	20.84	14.74	88°00'01"
C90	310.44	725.00	S86°28'21"W	308.08	157.64	24°32'02"
C91	24.48	15.00	S59°02'48"E	21.85	15.94	93°29'45"
C92	23.60	15.00	S53°23'36"E	21.24	15.04	90°09'18"
C93	304.58	225.00	S30°27'54"W	281.85	180.78	77°33'41"
C94	23.56	15.00	N65°45'16"W	21.21	15.00	90°00'00"
C95	19.78	15.00	N17°01'14"E	18.38	11.62	75°32'59"
C96	166.25	325.00	S47°08'28"W	164.44	84.98	29°18'30"
C97	21.82	15.00	N67°09'10"E	19.94	13.35	83°19'54"
C98	154.80	325.00	N84°49'34"W	153.34	78.89	271°17'22"
C99	23.60	15.00	S53°23'36"E	21.24	15.04	90°09'18"
C100	33.57	275.00	S04°49'09"E	33.55	16.80	6°59'37"
C101	115.23	325.00	N11°28'45"W	114.62	58.22	20°18'49"
C102	22.61	15.00	S21°21'23"W	20.53	14.08	86°22'14"
C103	23.56	15.00	N65°45'16"W	21.21	15.00	90°00'00"
C104	23.56	15.00	N24°14'44"E	21.21	15.00	90°00'00"
C105	372.27	275.00	S30°27'54"W	344.49	220.95	77°33'41"
C106	23.56	15.00	N36°36'24"E	21.18	14.96	89°50'42"
C107	25.43	15.00	S49°53'48"E	22.49	17.00	97°08'55"
C108	115.23	325.00	N11°28'45"W	114.62	58.22	20°18'49"
C109	23.56	15.00	S23°48'17"W	21.18	15.23	90°52'54"
C110	23.33	15.00	N66°11'43"W	21.05	14.77	89°07'06"
C111	97.50	275.00	N11°28'45"W	96.99	49.27	20°18'49"
C112	39.67	325.00	S04°49'09"E	39.65	19.86	6°59'37"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C113	23.52	15.00	N36°36'24"E	21.18	14.96	89°50'42"
C114	20.31	60.00	N63°09'39"W	20.21	10.25	19°23'55"
C115	52.12	60.00	S82°15'23"W	50.50	27.83	49°46'19"
C116	38.53	60.00	S38°58'23"W	37.87	19.96	36°47'40"
C117	51.64	60.00	S04°04'44"E	50.06	27.54	49°18'34"
C118	26.09	60.00	S41°11'35"E	25.89	13.26	24°55'08"
C119	11.21	30.00	N09°22'52"E	11.14	5.67	21°24'24"
C120	16.19	30.00	N35°32'46"E	16.00	8.30	30°55'25"
C121	44.46	60.00	S29°46'48"W	43.45	23.31	42°27'20"
C122	57.65	60.00	S18°58'29"E	55.46	31.27	55°03'15"
C123	52.51	60.00	S71°34'27"E	50.85	28.07	50°08'41"
C124	49.75	60.00	N59°35'51"E	48.34	26.41	47°30'43"
C125	10.26	30.00	S45°38'34"W	10.21	5.18	19°36'09"
C126	17.12	30.00	S71°47'19"W	16.88	8.80	32°41'22"
C127	6.79	60.00	S42°46'42"E	6.79	3.40	62°02'02"
C128	54.98	60.00	S72°16'12"E	53.07	29.59	52°29'58"
C129	39.80	60.00	N62°28'45"E	39.07	20.66	38°00'07"
C130	38.67	60.00	N25°18'02"E	37.44	19.70	36°21'19"
C131	83.76	60.00	N83°52'11"W	81.21	43.33	79°59'08"
C132	51.63	60.00	S82°29'08"W	50.05	27.54	49°18'14"
C133	23.07	60.00	S46°49'07"W	22.93	11.68	22°01'49"
C134	22.62	435.00	S75°41'43"W	22.62	11.31	2°58'47"
C135	67.13	435.00	S81°36'22"W	67.06	33.63	8°50'31"
C136	67.13	435.00	N89°33'07"W	67.06	33.63	8°50'31"
C137	67.13	435.00	N80°42'37"W	67.06	33.63	8°50'31"
C138	67.13	435.00	N71°52'06"W	67.06	33.63	8°50'31"
C139	67.13	435.00	N63°01'36"W	67.06	33.63	8°50'31"
C140	67.13	435.00	N54°11'05"W	67.06	33.63	8°50'31"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C141	67.13	435.00	N45°20'35"W	67.06	33.63	8°50'31"
C142	67.13	435.00	N36°30'04"W	67.06	33.63	8°50'31"
C143	67.13	435.00	N27°39'34"W	67.06	33.63	8°50'31"
C144	67.13	435.00	N18°49'03"W	67.06	33.6	



0 125 250 500 Feet

Location Map  
Preliminary Plat  
The Colony MUD  
1A Section 3 Phases A & B



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: 5/11/2018

**Notice of Pending Subdivision Approval  
City of Bastrop  
Planning & Zoning Commission and City Council**



Dear Property Owner:

The **Planning & Zoning Commission** will hold a meeting **Thursday, May 31, 2018 at 6:00 p.m.** and the **City Council** will hold a meeting on **Tuesday, June 12, 2018 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** to consider approval of The Colony MUD 1A, Section 3, Phase A and B Preliminary Plat being 100.289 acres out of the Jose Manuel Bangs Survey, A-5, located east of FM 969 within the Statutory Extra-Territorial Jurisdiction of Bastrop, Texas.

Owner/Applicant: Hunt Communities Bastrop, LLC/Rick Neff

Address: East of FM 969

Legal Description: 100.289 acres out of the Jose Manuel Bangs Survey, A-5

Number of Lots: 231 residential, 11 open space and easement lots

**The site location map and preliminary plat 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](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](mailto:plan@cityofbastrop.org), or visit the office at 1311 Chestnut Street, Bastrop, Texas.

Consider action to approve Resolution No. R-2018-38 of the City Council of the City of Bastrop, Texas, approving the Preliminary Plat known as The Colony MUD 1A, Section 3, Phase A & B, being 100.289 acres of the Jose Manuel Bangs Survey, Abstract 5, located east of FM 969 and west of the Colorado River, within the Extra-Territorial Jurisdiction of Bastrop, Texas; as shown in Exhibit A; repealing all conflicting resolutions; and providing an effective date.



# City of Bastrop Subdivision Development Process

We Are Here



## ZONING

- Concept Plan
- Development Standards
- P & Z Recommendation
- City Council Approval
- \*TIA Submitted with Zoning Application

## PRELIMINARY PLAT

- Traffic Impact Analysis (TIA)
- Preliminary Lot Layout
- Preliminary Infrastructure Design
- Preliminary Drainage, Floodplain Analysis
- P & Z Recommendation
- City Council Approval

## CONSTRUCTION PLANS

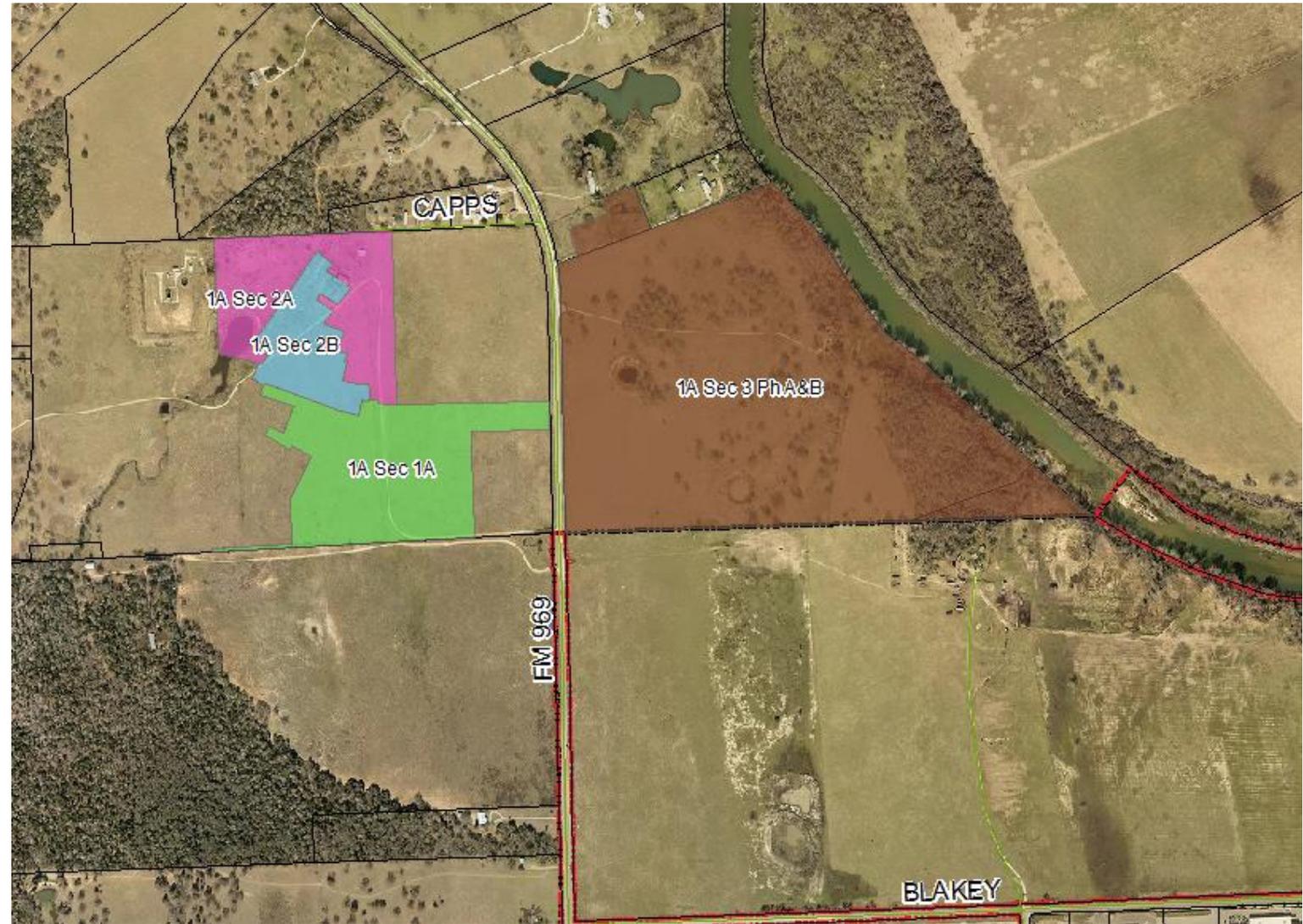
- Final Lot Layout
- Detailed Infrastructure Design
- Detailed Drainage Analysis
- Engineer's Cost Estimate
- Escrow, Fiscal Deposit (if req'd)
- Must be accepted prior to Final Plat approval by City Council

## FINAL PLAT

- City Council Approval
- Complete Improvements
- 2-year Maintenance Bond
- City Acceptance of Improvements
- Record Final Plat
- Home Construction Begins

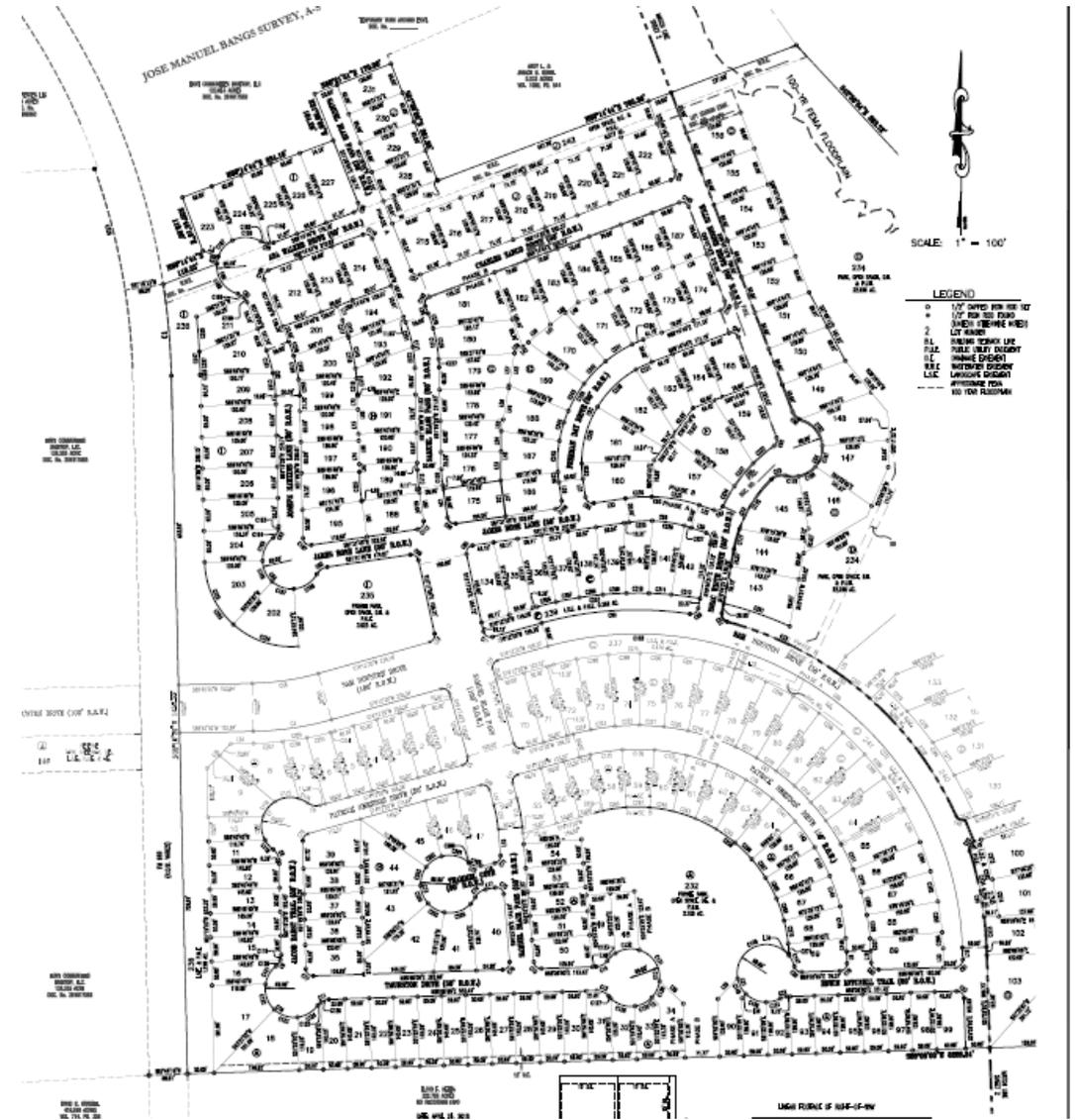
# Location

- East of FM 969 and west of the Colorado River
- 100.289 acres
- In the Statutory Extra-Territorial Jurisdiction



# Preliminary Plat

- Required by the Bastrop Subdivision Ordinance and Texas Local Government Code (LGC).
- Plats that meet the ordinance and LGC must be approved.
- Once approved, construction of infrastructure can begin.



# Site Information

- Size: 100.289 acres
- Existing Use: Undeveloped
- Zoning: None. 1-mile Extra-territorial Jurisdiction
- Lot Standards: Consent Agreement for the Colony Municipal Utility District No. 1
- Land Use: Neighborhood Residential



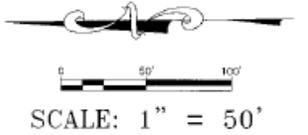
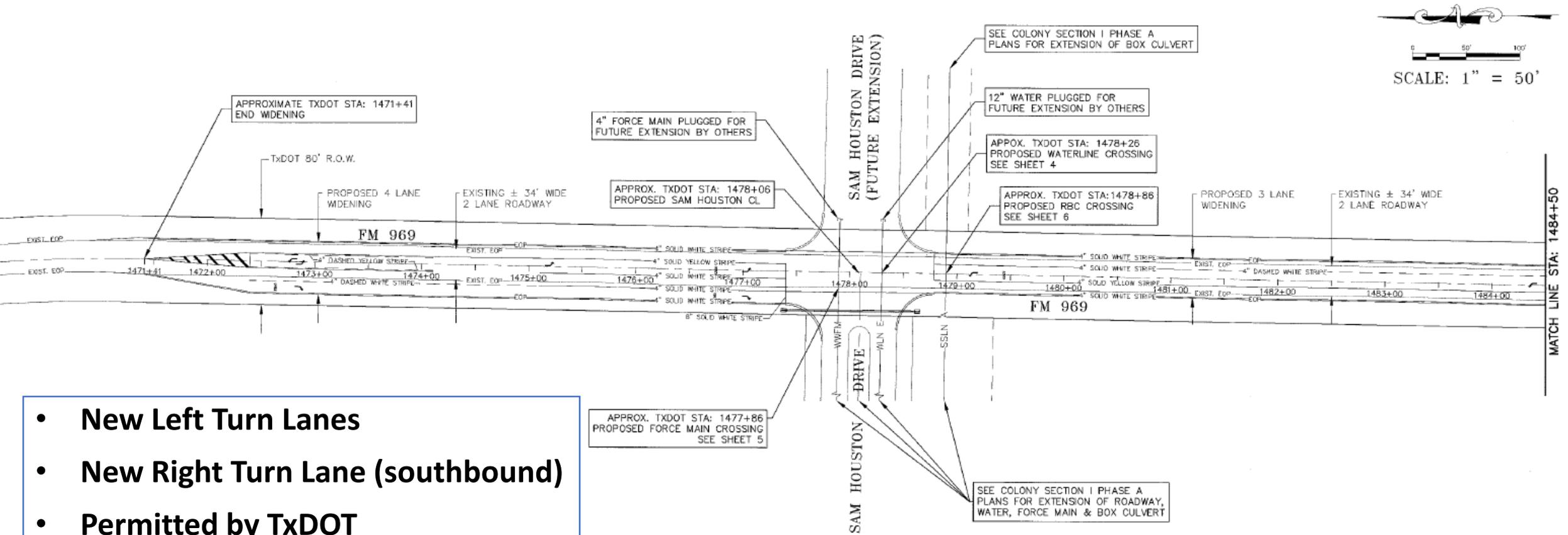
# Lot Standards

- Established in MUD Consent Agreement

Lot Standard	Number of Lots	Minimum Dimensions (feet)	Lot Size (square feet)
<b>Colony – S</b>	231	50 by 110	6,000

- 11 landscape/open space/park lots
- Bastrop Zoning Ordinance
  - Standard Single-Family-7 (SF-7)
    - 60 feet by 110 feet
    - 7,000 square feet

# FM 969 Improvements



- **New Left Turn Lanes**
- **New Right Turn Lane (southbound)**
- **Permitted by TxDOT**
- **Funding for Future Traffic Signal**
  - **Agreement between Developer, City, and TxDOT**



# Staff Recommendation

- Recommend approval of The Colony MUD 1A, Section 3, Phase A and B Preliminary Plat.



# Planning & Zoning Recommendation

The P&Z Commission recommended approve of the preliminary plat by a vote of 7-0.

Questions/Comments:

How is drainage being conveyed?

*The drainage for this section is being conveyed through the street infrastructure directly to the Colorado River without any detention.*

When are the additional acceleration/deceleration lanes going to be provided?

*They are under construction now with the improvements for The Colony MUD 1A, Section 1.*



# Questions?





# STAFF REPORT

**MEETING DATE:** June 12, 2018

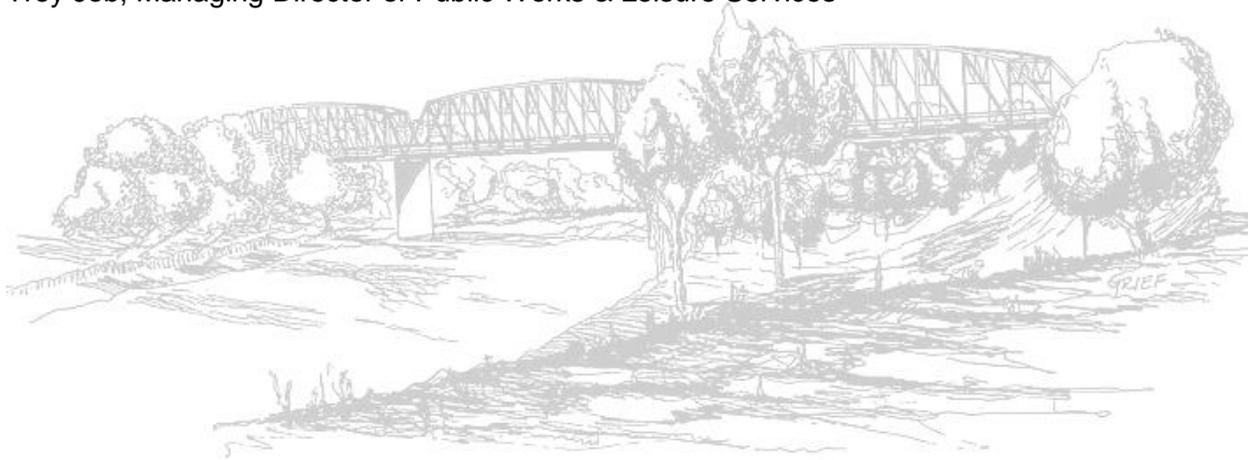
**AGENDA ITEM:** 10A

**TITLE:**

City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to discuss purchase of right-of-way for construction of an 18" water distribution line from Well J to the Willow Street Plant.

**STAFF REPRESENTATIVE:**

Trey Job, Managing Director of Public Works & Leisure Services





# STAFF REPORT

**MEETING DATE:** June 12, 2018

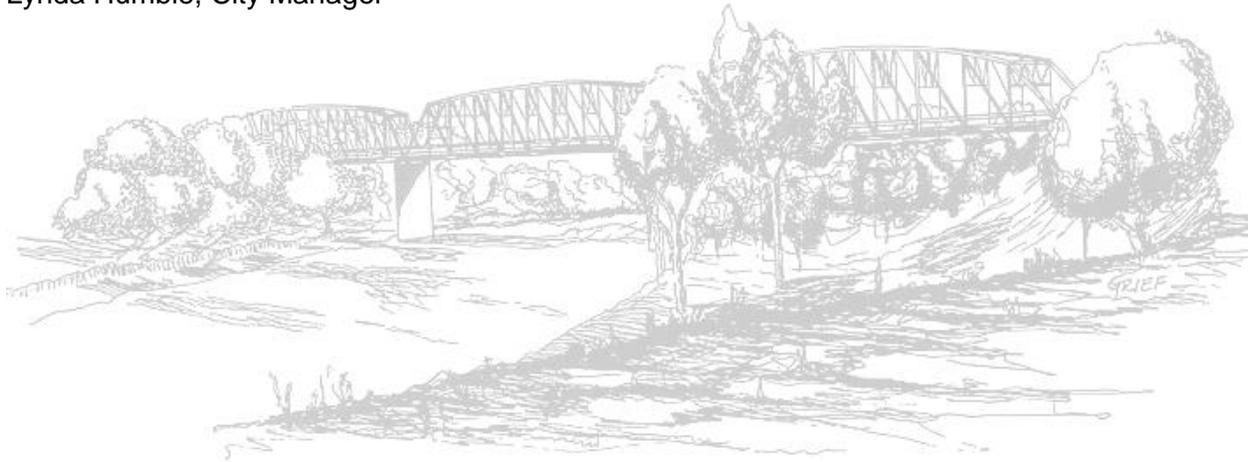
**AGENDA ITEM:** 10B

**TITLE:**

City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to discuss purchase of one (1) piece of property in and around the Downtown area.

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager





# STAFF REPORT

**MEETING DATE:** June 12, 2018

**AGENDA ITEM:** 11

**TITLE:**

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

**STAFF REPRESENTATIVE:**

Lynda Humble, City Manager

