

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



November 18, 2025

Regular City Council Meeting at 5:00 PM

Joint Planning and Zoning Meeting at 6:30 PM

City of Bastrop City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (512) 332-8800 or write 1311 Chestnut Street, 78602, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

The City of Bastrop reserves the right to reconvene, recess, or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

PLEASE NOTE: ANYONE IN ATTENDANCE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE COMPLETED FORM TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING. ALTERNATELY, IF YOU ARE UNABLE TO ATTEND THE COUNCIL MEETING, YOU MAY COMPLETE A CITIZEN COMMENT FORM WITH YOUR COMMENTS AT CITYOFBASTROP.ORG/CITIZENCOMMENT AT LEAST TWO HOURS BEFORE THE MEETING STARTS ON THE REQUESTED DATE. COMMENTS SUBMITTED BY THIS TIME WILL BE GIVEN TO THE CITY COUNCIL DURING THE MEETING AND INCLUDED IN THE PUBLIC RECORD, BUT NOT READ ALOUD. COMMENTS FROM EACH INDIVIDUAL IN ATTENDANCE WILL BE LIMITED TO THREE (3) MINUTES.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE - Matilda Hernandez and Nick Castillo, students from Red Rock Elementary School

TEXAS PLEDGE OF ALLEGIANCE - *Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.*

3. INVOCATION

4. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. Anyone in attendance wishing to address the Council must complete a citizen comment form and give the completed form to the City Secretary prior to the start of the City Council meeting. Alternately, if you are unable to attend the council meeting, you may complete a citizen comment form with your comments at www.cityofbastrop.org/citizencommentform at least two hours before the meeting starts on the requested date. Comments submitted by this time will be given to the City Council during the meeting and included in the public record, but not read aloud. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Manager for research and possible future action.

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

5. CONSENT AGENDA

All matters listed under "Consent Agenda" are considered to be routine by the city council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

5A. Consider and act upon Ordinance No. 2025-82, amending the Bastrop Code of Ordinances, Chapter 1 (General Provisions), Article 1.10 (Boards, Commissions, and Committees), Section 1.10.001 (Parks Board), to add two ex officio positions with qualification criteria; and move to include on the December 9, 2025 agenda for a second reading.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

5B. Consider action to approve Resolution No. R-2025-194 awarding a Community Support Service Agreement to the Lost Pines Art Center for cultural arts programming and operations in the amount of \$167,950; and authorizing the City Manager to execute all necessary documents.

Submitted by: Michaela Joyce, Discover Bastrop Director

5C. Consider action to approve Resolution No. R-2025-195 awarding a Community Support Service Agreement to the Bastrop Opera House for cultural arts and theater services in the amount of \$194,000; and authorizing the City Manager to execute all necessary documents.

Submitted by: Michaela Joyce, Discover Bastrop Director

[5D.](#) Consider action to approve Resolution No. R-2025-196 awarding a Community Support Service Agreement to the Kerr Community Center for historic preservation, cultural arts and programming in the amount of \$50,000; and authorizing the City Manager to execute all necessary documents.

Submitted by: Michaela Joyce, Discover Bastrop Director

[5E.](#) Consider action to approve Resolution No. R-2025-195 awarding a Community Support Service Agreement to the Bastrop County Historical Society for operations and marketing of the Visitor Center in the amount of \$433,825; and authorizing the City Manager to execute all necessary documents.

Submitted by: Michaela Joyce, Discover Bastrop Director

[5F.](#) Consider action to approve Resolution No. R-2025-198 awarding a Community Support Service Agreement to the Bastrop African American Cultural Center for cultural arts and programming in the amount of \$50,000; and authorizing the City Manager to execute all necessary documents.

Submitted by: Michaela Joyce, Discover Bastrop Director

[5G.](#) Consider and act on Resolution No. R-2025-188, authorizing the City Manager to waive fifty percent of the building permit fees for the Bastrop County Development Services building to be located at 203 Jackson Street.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

[5H.](#) Consider and act on Resolution 2025-188 accepting Nani and Oahu streets located in Water Control and Improvement District No. 2 and incorporating them into the list of city-maintained streets.

Submitted by: Sylvia Carrillo-Trevino, ICMA-CPM, City Manager

[5I.](#) Consider and act on Resolution No. R-2025-192, accepting donations to the City of Bastrop Fire Department, from Tractor Supply Company, in the amount of \$500.00; from Bluebonnet Electric Cooperative, in the amount of \$1,000.00.

Submitted by: Andres Rosales, Assistant City Manager

[5J.](#) Consider and act on Resolution No. R-2025-190, approving a professional services contract with Dial Development Services, Ltd. for a not-to-exceed amount of Sixty-Four Thousand, Eight Hundred Dollars (\$64,800.00) for construction inspection services as part of the Pavement Rehabilitation Project.

Submitted by: Andres Rosales, Assistant City Manager

[5K.](#) Consider and act on Resolution No. R-2025-191, approving a permit request to the Texas Department of Transportation (TXDOT) for the closure of Chestnut Street for the 2026 Mardi Gras Parade.

Submitted by: Marco Olivares, Special Events Coordinator

- 5L. Consider and act to approve the Mayor to sign a Letter of Support expressing the City of Bastrop's endorsement of establishing a Texas State University campus or satellite instructional center within the Bastrop community.

Submitted by: Dori Kelley, Business Attraction, Retention, and Expansion Manager

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- 6A. Consider action to approve the first reading of Ordinance No. 2025-84 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the Nov. 25, 2025 City Council agenda for a second reading.

Submitted by: Laura Allen, Assistant Finance Director

7. EXECUTIVE SESSION

- 7A. City Council shall convene into a closed executive session pursuant to Texas Local Government Code Section 551.074 to deliberate the appointment, employment, and evaluation of the City Manager.

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

9. ADJOURNMENT

10. 6: 30 PM - WORK SESSION/JOINT MEETING WITH PLANNING AND ZONING COMMISSION

11. CALL TO ORDER

11A. Call to Order - City Council

11B. Call to Order - Planning and Zoning Commission

12. WORK SESSIONS/JOINT CITY COUNCIL AND PLANNING & ZONING MEETING

- 12A. Development Code Rewrite – Overview, Policy Direction, and Workshop Discussion.

Submitted by: Brittany Epling, Senior Planner

13. ADJOURNMENT

13A. Adjournment - City Council

13B. Adjournment - Planning and Zoning Commission

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: November 12, 2025 at 5:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/ Michael Muscarello
Michael Muscarello, City Secretary



STAFF REPORT

MEETING DATE: October 4, 2025

TITLE:

Consider and act upon Ordinance No. 2025-82, amending the Bastrop Code of Ordinances, Chapter 1 (General Provisions), Article 1.10 (Boards, Commissions, and Committees), Section 1.10.001 (Parks Board), to add two ex officio positions with qualification criteria; and move to include on the December 9, 2025 agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

The Parks Board serves as an advisory body to the City Council on matters related to parks, recreation, trails, open space, and community amenities. It provides recommendations on policy, programming, and improvements that enhance the quality of life in Bastrop.

The existing Parks Board structure consists of seven (7) voting members appointed by City Council. Upon review, staff and Council identified opportunities to strengthen the Board's technical capacity and coordination with regional partners.

To accomplish this, Ordinance No. 2025-82 introduces **two new non-voting ex officio positions:**

1. **Master Gardener Representative** – to provide horticultural and native plant expertise through the Texas A&M AgriLife Extension program.
2. **County Parks Representative** – to enhance coordination between the City and Bastrop County regarding parks and recreational planning.

Each appointment aligns with the City's standard three-year term cycle and continues until a successor is appointed and qualified.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2025-82 to:

1. Amend Section 1.10.001 of the Bastrop Code of Ordinances (Parks Board) to establish two ex officio positions;

2. Define qualification criteria for those positions; and

ATTACHMENTS:

1. Proposed Ordinance
2. Redline Code of Ordinance

ORDINANCE NO. 2025-82

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES, CHAPTER 1 (GENERAL PROVISIONS), ARTICLE 1.10 (BOARDS, COMMISSIONS, AND COMMITTEES), SECTION 1.10.001 (PARKS BOARD), TO ADD TWO EX OFFICIO POSITIONS INCLUDING QUALIFICATION CRITERIA; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop Parks Board advises the City Council on matters related to parks, recreation, open space, and community amenities; and

WHEREAS, the City Council desires to appoint a qualified member to Position No. 2 of the Parks Board; and

WHEREAS, the City Council further finds it beneficial to add two non-voting ex officio positions to provide technical expertise and intergovernmental coordination: one from the Texas Master Gardener community and one representing Bastrop County parks; and

WHEREAS, the City Council desires to establish minimum qualification criteria for those ex officio positions to ensure appropriate subject-matter expertise and representation;

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

Section 1. Amendment to Section 1.10.001 (Parks Board)

Section 1.10.001 of the Bastrop Code of Ordinances is hereby amended as follows. Additions are shown as underlined and deletions as strikethrough, with non-substantive formatting adjusted by the codifier as needed.

A. Establishment; Purpose. The Parks Board is established to advise the City Council and City staff on the planning, development, use, maintenance, and programming of City parks, open space, trails, and recreational facilities. The Board may make recommendations on policies, capital improvements, partnerships, and programming consistent with City Council direction.

B. Composition; Voting Members; Ex Officio Members.

1. Voting Member

The Parks Board shall consist of seven (7) voting members appointed by the City Council for staggered terms as provided in this section and the City's general board provisions.

2. Ex Officio Members (Non-Voting)

In addition to the voting members, there shall be two (2) ex officio, non-voting positions:

Master Gardener Representative (Ex Officio). One ex officio seat reserved for a Master Gardener representative meeting the criteria set forth in subsection D.

County Parks Representative (Ex Officio). One ex officio seat reserved for a Bastrop County parks representative meeting the criteria set forth in subsection D.

Ex officio members may participate in discussions, provide expertise, and serve on subcommittees as assigned, but shall not count toward quorum and shall not vote.

C. Appointments; Terms; Vacancies.

1. Appointments. Voting members are appointed by the City Council in accordance with City procedures. Ex officio members are designated as provided in subsection D.
2. Terms. Voting members' terms shall be three (3) year terms, staggered as currently codified. Ex officio members shall three (3) year terms and at the pleasure of the City Council. Ex officio members may be replaced at any time by the designating entity or by City Council action if the eligibility criteria are no longer met.
3. Vacancies. Vacancies shall be filled in the same manner as the original appointment for the unexpired term.

D. Qualification Criteria for Ex Officio Positions.

1. **Master Gardener Representative (Ex Officio)**

- a. Must be an active member in good standing of a Texas A&M AgriLife Extension Master Gardener Association chapter serving Bastrop County at the time of designation and throughout service.
- b. Should have demonstrated experience in native plants, sustainable landscaping, horticulture education, or public garden stewardship.
- c. The representative shall be nominated by the local Master Gardener chapter leadership and confirmed by the City Secretary as to documentation of eligibility; designation is acknowledged by the City Council.

2. County Parks Representative (Ex Officio)

- a. Must be an employee, officer, or appointed representative designated by Bastrop County with responsibilities that include planning, development, maintenance, or programming of county parks, open space, or recreational facilities within or adjacent to the City of Bastrop.
- b. Should have knowledge of county park assets, planned improvements, and interlocal coordination.
- c. The representative shall be designated by Bastrop County and acknowledged by the City Council; the City Secretary shall verify documentation of eligibility.

Section 1. Repealer

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of conflict only.

Section 2. Severability

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance and the application of the provision to other persons or circumstances are not affected.

Section 3. Codification

The City Council intends that this ordinance be codified in the Bastrop Code of Ordinances, Chapter 1, Article 1.10, Section 1.10.001, and authorizes the City's codifier to make non-substantive formatting and numbering changes to implement this ordinance.

Section 4. Effective Date

This ordinance shall take effect immediately upon its passage and adoption in accordance with the City Charter and applicable law.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on the first reading on this the 18th day of November, 2025.

DULY ORDAINED AND ADOPTED by the Bastrop City Council on the first reading on this the 9th day of December, 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.



Sec. 1.10.001 Parks board.

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

- (1) There is hereby created a parks board of the city, which shall be referred to as the Parks and Recreation Board. Any references in the City Code to the Parks Board shall mean the Parks and Recreation Board. The rules for appointment of members, the number of members comprising the Board, the length of member terms, board residency requirements, and the rules for filling board vacancies are set forth in this chapter of the City Code, section 1.04.002. ~~In their discretion, the Parks Board may also 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.~~ 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 Parks Board shall consist of seven (7) voting members and three (3) ex officio, non-voting members appointed by the City Council for staggered terms as provided in this section and in the City's general board provisions. One voting member position 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. One ex officio position shall be designated for a Master Gardener representative, and one ex officio position shall be designated for a Bastrop County Parks representative. The Parks Board may also 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.~~

(b) *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; Ord. No. 2019-44, § 2(Exh. A), 11-26-19; Ord. No. 2024-07, § 2(Att. A), 3-12-24)

RESOLUTION NO. R-2025-194

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING LOST PINES ART CENTER AND PROVIDING PROGRAMS TO CITIZENS AND TOURISTS, AT A COST OF ONE HUNDRED SIXTY-SEVEN THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$167,950.00) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council recognizes the Lost Pines Art Center as an art and cultural organization; and

WHEREAS, The City Council recognizes the Lost Pines Art Center provides regionally and nationally known art exhibits in the Center; and

WHEREAS, Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent; and

WHEREAS, The City of Bastrop has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our return on investment; and

WHEREAS, The Comprehensive Plan places emphasis on enhancing the visitor experience; and

WHEREAS, The Comprehensive Plan also states that Bastrop's continued emphasis on cultural arts, historic preservation, and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region; and

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing, and staffing an art center to the Lost Pines Art Center, at a cost of One Hundred Sixty-Seven Thousand Nine Hundred and Fifty and 00/100 dollars (\$167,950.00) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Lost Pines Art Center as the leading provider in art and culture programs to visitors and residents.

SECTION 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 18th day of November 2025.

CITY OF BASTROP, TEXAS

Ishmel Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal & Zech, P.C.



STAFF REPORT

MEETING DATE: November 18, 2025

TITLE:

Consider action to approve Resolution No. R-2025-194 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing, and providing of cultural art, to the Lost Pines Art Center, at a cost of One Hundred Sixty-Seven Thousand and Nine Hundred and Fifty and 00/100 dollars (\$167,950.00). attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Michaela Joyce, Discover Bastrop Director

BACKGROUND/HISTORY:

The Lost Pines Art Center has received HOT funding going back to FY 2013 through FY 2017 and again in FY 2020 through FY 2025. Council appropriated the above amount with the FY 2026 Budget.

POLICY EXPLANATION:

The Lost Pines Art Center plans to continue to effectively market and promote the Lost Pines Art Center as part of the overall Bastrop visitor experience. The FY 2026 Community Support Service Agreement outlines specific deliverables and reflects the services that the Lost Pines Art Center stated would be provided as part of their funding request.

FUNDING SOURCE:

Hotel Tax Fund (Page 127 of the FY2026 Budget Book)

RECOMMENDATION:

The Discover Bastrop Director recommends approval of Resolution No. 2025-194 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services for operating, marketing, and staffing of the Lost Pines Art Center and providing programs to citizens and tourists, at a cost of One Hundred Sixty-Seven Thousand and Nine Hundred and Fifty and 00/100 dollars (\$167,950.00) as attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No-R-2025-194
- Community Support Service Agreement



COMMUNITY SERVICES FUNDING AGREEMENT FY 2025 - 2026

This Community Services Grant Funding Agreement ("Agreement") is made by and between the **City of Bastrop, Texas**, a Texas home-rule municipal corporation, ("City"), and Lost Pines Art Center, a Texas non-profit corporation ("Organization"). The City and Organization are also referred to collectively in this Agreement as the "Parties" and singularly as a "Party." The Parties intend that this Agreement will supersede and replace all previously adopted and finalized Agreements in their entirety, if any.

NOW, IN CONSIDERATION of the mutual covenants to be performed by the Parties and other valuable consideration hereby acknowledged, therefore, be it mutually agreed as follows:

1. SCOPE OF SERVICES

- A. Proposed & Modified Services Plan.** Organization shall utilize the grant funds conveyed herein to provide services to the Bastrop community in accordance with the proposal attached as *Exhibit "A"*, which has been accepted by the City, and as may have been modified in accordance with *Exhibit "B"*.
- B. Staffing.** Organization shall use its best efforts to secure sufficient number of employees and volunteers to accomplish the responsibilities set forth in this Agreement. Organization shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement. Organization acknowledges that no personnel engaged by the Organization shall be construed as agents, employees or officers of the City.
- C. Nondiscrimination:** Organization shall provide services under this Agreement free of discrimination or retaliation due to a person's race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, religion, parental status, or marital status. Any restrictions on services based on age, physical ability or mental ability shall be directly relevant to legitimate safety concerns in accordance with written Organization policies and procedures.

2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed One Hundred Sixty-Seven Thousand and Nine Hundred Fifty and 00/100 dollars (\$167,950.00).
- 8. Disbursals.** The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

3. ACCOUNTABILITY

- A. Funding Source Identification.** Organization shall prominently include the City of Bastrop on all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media. Such materials will also include the line, "Funding for this program was made possible through a grant from the City of Bastrop."
- 8. Written Reports.** Organization shall submit to the Community Engagement Director written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October. Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:
- (1) Services:** a description of the services provided during the preceding quarter; and
 - (2) Financial Statement:** a financial statement for the reporting period that indicates how the Organization expended grant funds; and
 - (3) Promotions:** copies of promotional materials distributed.
 - (4) Data:** such data as deemed necessary to adequately measure the Organizations impact on increasing visitors to the area and recognition to the city as cultural art destination
- C. Oversight of Expenditures.** Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.
- D. Comingling.** Organization shall properly segregate grant funds and shall not comingle grant funds with other financial assets of the Organization.

- E. Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.
- F. Audit.** Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records
- G. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.
- H. Hotel Occupancy Tax Policy.** Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2025-2026, which commences October 1st, 2025 and ends September 30th, 2026 / a term of 1 year (365 days), unless earlier terminated as provided herein.
- B. Suspension of Payments.**
- (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
- (2) Comingling.** Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

- (3) Records.** Organization's failure to provide the City with copies of financial records mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
- (4) Reports.** Organization's failure to timely submit reports mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
- (5) Notice.** Notice of suspension shall be sent by the City to the Organization with an explanation and opportunity for the Organization to cure the infraction within 30 days.
- (6) Breach.** Failure to remedy the infraction within 30 days shall be grounds for the City to declare the Organization in breach and terminate this Agreement as provided herein.
- C. Termination.** In the event that the Organization fails to abide by any of the terms of this Agreement, the City may terminate the Agreement and any obligations of the City hereunder, as set forth herein, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.
- D. Ineligibility for Future Funding.** Organization's failure to remedy the infraction upon receipt of notice this Agreement may render the Organization ineligible for future funding by the City.
- E. Good Standing.** The Organization hereby represents that it is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.
- F. Future Appropriations.** Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), at the time of execution of this Agreement, may be inferred to indicate that the City will provide any funds in the future. The Organization acknowledges that funding by the City shall be decided on a fiscal year basis and will be determined by the City Council based upon its evaluation of the City's budget and considering all fiscal needs confronting the City, including needs related to the proposed community services.

G. Notices. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
 Attn: Michaela Joyce
 1311 Chestnut St.
 Bastrop, Texas 78602

Notices to the Organization shall be sent in accordance with *Exhibit "C"*.

- H. Assignment.** No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall constitute breach of this Agreement.
- I. Governing Law & Venue.** This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.
- J. Indemnity.** Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representatives, consultants, and employees from any and all claims, losses, causes of action and damages, suits, and liability for the gross negligence and willful misconduct of Organization, including all expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or from damage to any property, arising from or in connection with the operations of Organization, or its officers, agents and employees, carried out in furtherance of this Agreement.
- K. Insurance.** The Organization shall maintain a comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.
- L. Inclusiveness:** This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.
- M. Severability:** If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

N. Effective Date. The City and the Organization make and execute this Agreement to be effective upon the _____ day of _____, 2025.

IN WITNESS, WHEREOF:

CITY:

ORGANIZATION:

by: _____
Sylvia Carrillo, City Manager
City of Bastrop
Date of Execution: _____

by: _____
Executive Director
Lost Pines Art Center
Date of Execution: _____

ATTEST:

by: _____
Michaela Muscarello, City Secretary
City of Bastrop

Exhibit "A"



Lost Pines Art Center 2025-26 Program Schedule

Year-Round:

- **First Weekend:** In collaboration with CAC and Main Street, we are developing our programming for these monthly downtown events. Included will be Art After Dark, and other offerings during the weekend. We work currently with Main Street for such events as Mardi Gras, Bird City Weekend, and Lost Pines Christmas.
- **Art Shows:** We will continue to show current works from our Membership of over 150 artists. We will also continue our curated shows, open to artists from all over Texas. Showing and selling artwork is one way we can pursue our mission of providing opportunities for artists, as well as for the public, who can view and appreciate these works. Our member art shows play a vital role in strengthening the local economy by providing individual artists with direct opportunities to showcase and sell their work. These exhibitions attract both residents and visitors, who in turn support surrounding restaurants, shops, and hotels, contributing to increased economic activity in the city.
- **Classes/Experiences:** We provide unique and accessible workshops for all ages year-round. Our "Experiences" give the public a chance to try something unique in a short, one day session. Experiences are perfect for our out of town guests, who can drop in for a session and delve into their creativity.
- **Glassblowing:** Our most popular "Experience" sessions are in glassblowing. Teens and adults can take a 20-30 minute class in creating a blown glass piece with our resident instructor who makes the class fun and approachable. We also offer demonstrations during events, and daily viewing sessions of glass artists at work. Our artists are always eager to share their process and their love for glass.
- **Silo Programs:** We are eager to begin our new Programs in Ceramics and Blacksmithing. These will be held in our historic Silos alongside the Glassblowing Studio. (*Glass Silo*) Once the two silos are renovated, we will begin workshops and demonstrations, which will attract many visitors and students.
- **Sundays:** After hearing from our visitors and community, we have decided to add a couple of docent positions to be open Sundays. We also know this is a big shopping day for tourists, and we are happy to provide "giftable" art and merchandise in our gift shop.

- **Booths at Area Events:** We will continue our collaboration with City Parks and Rec and other organizations around town to host a booth of activities at public events throughout the year. We enjoyed our time at the City's Boo Bash, Movie Nights in the Park and other events this past year.

Spring/Summer:

- **Youth Programs:** We are expanding our offerings for youth and teens. March is National Youth Art Month, and we plan to offer events and activities that promote young artists and creatives that month. After two years of successful art camps, we will offer more next summer for youth and teens, as well as weekly art sessions led by our expert instructors. Drop-ins will be welcome for our out of town guests in need of a fun activity for their kids.
- **Annual Spring Gala:** We were thrilled to revive our signature fundraising event, the Spring Gala. This event featured a live auction, raffles and more with a colorful, spring-themed backdrop. Our donors and guests are looking forward to next year.
- **Senior Arts Series:** Through fundraising, we are able to offer low cost classes for our Seniors in the Community and out of town guests looking for a fun and relaxing session of creativity. These sessions are held all summer.

Fall/Winter:

- **Bastrop Art Fest:** This is our signature event featuring artists and craft vendors, artist demonstrations, hands-on activities, cultural highlights and performances. This event draws a crowd from all over Texas, looking for a unique and memorable experience. Our next event is scheduled for November 1st.
- **Lost Pines Christmas:** Each year, we are part of this downtown event, featuring a curated art show, workshops and other activities to celebrate the holidays.

LOST PINES ART CENTER	
HOT Funds Budget 2025-26	
	
Advertising	
Advertising	6000
Office/General	
Comm-email system	750
Supplies/Office Supplies	1500
Total Office/General	2250
Payroll Expenses	103,825
Program Coordination/ Program Developer	
Program Expenses	
Classes/Experiences/Tourism Packages	5000
Festival-Show Expenses	6000
Glassblowing Silo	15,000
Receptions-Art Show Expenses	3000
First Weekend/CAC Collaboration	3000
Youth/Teen Camps/Programs	4000
Total Program Expenses	36,000
Subcontract Staffing	
Glass Silo Salary	7800
Instructor Pay	3700
Weekend Support	19,233
Programs/Events Assistant	20,453
Total Subcontract Staffing	51,186
Total Expense	199,261



Lost Pines Art Center
Budget Notes/Other Sources of Funding

The proposed budget will fund 12 months of programming in regards to the development, coordination and production of our vast array of activities and events. We are adding a part time staff position to assist the administrator in coordinating our programs and with communications.

We are adding more programs, such as Ceramics, Fired Arts and Blacksmithing to expand our diverse selection of classes and demonstrations during events. Our Program and Events Assistant will be necessary for added coordination of these programs. More funding for supplies will be needed as well, to create classes within these programs.

Production costs and supplies have increased overall from last year, but we have kept the proposed budget as frugal as we can.

Other Sources of Funding:

- Annual Gala Fundraiser
- Membership
- Event Sponsorships
- Donations on our website; (program-specific, such as Art After Dark)
- Donation Box/Donation QR Code visible at events/entrances
- Grants
- Art Show Fees/Art Sales
- Classes
- Programs and Events Revenue
- Online Giving Campaigns (*Giving Tuesday, etc.*)

Exhibit "B"

Page 127-128 of the approved FY25-26 budget.

CONTRACTUAL SERVICES							
PAUL QUINN BELL TOWER	\$0	\$0	\$0	\$0	-	\$25,000	-
VISITOR CENTER	\$0	\$0	\$0	\$235,454	-	\$293,632	-
SHARED SERVICES - IT	\$0	\$0	\$0	\$0	-	\$8,049	-
ADMINISTRATIVE SUPPORT	\$291,427	\$291,427	\$294,404	\$269,870	-8%	\$461,246	57%
AFRICAN AMERICAN MUSUEM	\$0	\$0	\$50,000	\$50,000	0%	\$50,000	0%
BASTROP HISTORICAL SOCIETY	\$187,434	\$101,673	\$127,298	\$127,298	0%	\$140,193	10%
BASTROP OPERA HOUSE	\$169,991	\$169,991	\$324,000	\$194,000	-40%	\$194,000	-40%
CITY SHARED SERVICES	\$101,673	\$187,434	\$235,454	\$0	-100%	\$0	-100%
CONTRACTUAL SERVICES	\$40,000	\$80,398	\$40,000	\$69,296	73%	\$40,000	0%
CREDIT CARD PROCESSING FEES	\$3,500	\$1,640	\$0	\$2,763	-	\$0	-

	ORIGINAL BUDGET	ACTUAL	ORIGINAL BUDGET	ACTUAL		PROPOSED FY 25-26 BUDGET	
	FY2024	FY2024	FY2025	FY2025	FY25 Budget vs. FY25 Actual (%)	FY2026	FY25 Budget vs. FY26 Budget (%)
DESTINATION MARKETING CORP	\$1,293,700	\$1,031,200	\$1,116,950	\$1,053,950	-6%	\$0	-100%
EQUIPMENT RENTAL	\$7,500	\$836	\$7,500	\$1,163	-84%	\$10,000	33%
LEGAL SERVICES	\$2,000	\$11,470	\$5,000	\$104	-98%	\$5,000	0%
LOST PINES ART LEAGUE	\$149,109	\$149,109	\$167,950	\$167,950	0%	\$167,950	0%
PROFESSIONAL SERVICES	\$705,910	\$210,756	\$155,000	\$381,482	146%	\$267,500	73%

Exhibit "C"

CITY'S MODIFIED SERVICES PLAN

Present 12 months' worth of programs annually (October - September) designed to appeal to tourists and attract overnight visitation to City Council.

Details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Discover Bastrop. All artwork, images and details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Discover Bastrop. All artwork, images, and marketing details must be provided to Discover Bastrop 30 days before the event.

Maintain an active social media and online digital presence.

With written goals for growth of following, reach, and engagement. Include claiming your google listing, yelp, trip advisor, and similar listings.

Develop an annual marketing and or strategic plan that addresses identifying additional funding sources for sustainability.

Develop and present an annual operating budget to the City.

In partnership with **Discover** Bastrop, develop a visitor intercept survey to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.

Collect and maintain monthly year-over-year traffic counts and primary market origin data from visitors.

Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Discover Bastrop.

Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.

Actively participate with the City of Bastrop, Main Street Advisory Board, and Cultural Arts Committee to develop and foster a thriving cultural arts destination.

Follow all applicable local, state and federal laws related to building improvements and

expenditures of Hotel Occupancy Tax funds.

Receive all site, building, and sign permits including certificates of occupancy by the entity before starting any new improvements or renovations.

Exhibit "D"

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Lost Pines Art Center
Attn: Chloe Brevelle
1204 Chestnut Street
Bastrop, Texas 78602

RESOLUTION NO. R-2025-195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING BASTROP OPERA HOUSE AND PROVIDING PROGRAMS TO CITIZENS AND TOURISTS, AT A COST OF ONE HUNDRED NINETY-FOUR THOUSAND AND 00/100 DOLLARS (\$194,000.00) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council recognizes the Bastrop Opera House as an art and cultural organization; and

WHEREAS, The City Council recognizes the Bastrop Opera House provides regionally and nationally known shows; and

WHEREAS, Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent; and

WHEREAS, The City of Bastrop has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our return on investment; and

WHEREAS, The Comprehensive Plan places emphasis on enhancing the visitor experience; and

WHEREAS, The Comprehensive Plan also states that Bastrop's continued emphasis on cultural arts, historic preservation, and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region; and

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing, and staffing an art center to the Bastrop Opera House, at a cost of One Hundred Ninety-Four Thousand and 00/100 dollars (\$194,000.00) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Bastrop Opera House as a leading provider in art and culture programs to visitors and residents.

SECTION 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 18th day of November 2025.

CITY OF BASTROP, TEXAS

Ishmel Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal & Zech, P.C.



STAFF REPORT

MEETING DATE: November 18, 2025

TITLE:

Consider action to approve Resolution No. R-2025-195 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and the providing of cultural art and theater services to the Bastrop Opera House, at a cost of One Hundred Ninety Four Thousand and 00/100 Dollars (\$194,000.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michaela Joyce, Discover Bastrop Director

BACKGROUND/HISTORY:

The city has been supporting the Bastrop Opera House through Hotel Occupancy Tax since 2003. The Opera House has increased its programming over the last several years and is a draw for tourists in our community. The council appropriated the above amount with the FY 2026 Budget.

POLICY EXPLANATION:

The Bastrop Opera House plans to continue to effectively market and promote the Bastrop Opera House as part of the overall Bastrop visitor experience. The FY 2026 Community Support Service Agreement outlines specific deliverables and reflects the services that the Bastrop Opera House stated would be provided as part of their funding request.

FUNDING SOURCE:

Hotel Tax Fund (**Page 127 of the FY 2025 Budget Book**)

RECOMMENDATION:

The Discover Bastrop Director recommends approval of Resolution No. R-2025-195 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and the providing of cultural art and theater services to the Bastrop Opera House, at a cost of One Hundred Ninety-four Thousand and 00/100 Dollars (\$194,000.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

1. Resolution No. R-2025-195
2. Community Service Support Agreement



COMMUNITY SERVICES FUNDING AGREEMENT

FY 2025 - 2026

This Community Services Grant Funding Agreement ("Agreement") is made by and between the **City of Bastrop, Texas**, a Texas home-rule municipal corporation, ("City"), and Bastrop Opera House, a Texas non-profit corporation ("Organization"). The City and Organization are also referred to collectively in this Agreement as the "Parties" and singularly as a "Party." The Parties intend that this Agreement will supersede and replace all previously adopted and finalized Agreements in their entirety, if any.

NOW, IN CONSIDERATION of the mutual covenants to be performed by the Parties and other valuable consideration hereby acknowledged, therefore, be it mutually agreed as follows:

1. SCOPE OF SERVICES

- A. Proposed & Modified Services Plan.** Organization shall utilize the grant funds conveyed herein to provide services to the Bastrop community in accordance with the proposal attached as *Exhibit "A"*, which has been accepted by the City, and as may have been modified in accordance with *Exhibit "B"*.
- B. Staffing.** Organization shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. Organization shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement. Organization acknowledges that no personnel engaged by the Organization shall be construed as agents, employees or officers of the City.
- C. Nondiscrimination:** Organization shall provide services under this Agreement free of discrimination or retaliation due to a person's race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, religion, parental status, or marital status. Any restrictions on services based on age, physical ability or mental ability shall be directly relevant to legitimate safety concerns in accordance with written Organization policies and procedures.

2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed One Hundred and Ninety-four Thousand and 00/100 Dollars (\$194,000.00).
- 8. Disbursals.** The City shall remit payment to the Organization of the grant funds due annually as an installment.

3. ACCOUNTABILITY

- A. Funding Source Identification.** Organization shall prominently include the City of Bastrop all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media. Such materials will also include the line, "Funding for this program was made possible through a grant from the City of Bastrop."
- 8. Written Reports.** Organization shall submit to the Community Engagement Director written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October. Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:
- (1) Services:** a description of the services provided during the preceding quarter; and
 - (2) Financial Statement:** a financial statement for the reporting period that indicates how the Organization expended grant funds; and
 - (3) Promotions:** copies of promotional materials distributed.
- C. Oversight of Expenditures.** Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.

- D. Comingling.** Organization shall properly segregate grant funds and shall not comingle grant funds with other financial assets of the Organization.
- E. Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.
- F. Audit.** Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records
- G. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.
- H. Hotel Occupancy Tax Policy.** Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2025-2026, which commences October 1st, 2025 and ends September 30th, 2026 / a term of 1 year (365 days), unless earlier terminated as provided herein.
- B. Suspension of Payments.**
- (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
- (2) Comingling.** Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(3) Records. Organization's failure to provide the City with copies of financial records mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(4) Reports. Organization's failure to timely submit reports mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(5) Notice. Notice of suspension shall be sent by the City to the Organization with an explanation and opportunity for the Organization to cure the infraction within 30 days.

(6) Breach. Failure to remedy the infraction within 30 days shall be grounds for the City to declare the Organization in breach and terminate this Agreement as provided herein.

C. Termination. In the event that the Organization fails to abide by any of the terms of this Agreement, the City may terminate the Agreement and any obligations of the City hereunder, as set forth herein, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.

D. Ineligibility for Future Funding. Organization's failure to remedy the infraction upon receipt of notice this Agreement may render the Organization ineligible for future funding by the City.

E. Good Standing. The Organization hereby represents that it is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.

F. Future Appropriations. Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), at the time of execution of this Agreement, may be inferred to indicate that the City will provide any funds in the future. The Organization acknowledges that funding by the City shall be decided on a fiscal year basis and will be determined by the City Council based upon its evaluation of the City's budget and considering all fiscal needs confronting the City, including needs related to the proposed community services.

G. Notices. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
 Attn: Michaela Joyce
 1311 Chestnut St.
 Bastrop, Texas 78602

Notices to the Organization shall be sent in accordance with *Exhibit "C"*.

- H. Assignment.** No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall constitute breach of this Agreement.
- I. Governing Law & Venue.** This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.
- J. Indemnity.** Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representatives, consultants, and employees from any and all claims, losses, causes of action and damages, suits, and liability for the gross negligence and willful misconduct of Organization, including all expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or from damage to any property, arising from or in connection with the operations of Organization, or its officers, agents and employees, carried out in furtherance of this Agreement.
- K. Insurance.** The Organization shall maintain a comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.
- L. Inclusiveness:** This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.
- M. Severability:** If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

N. Effective Date. The City and the Organization make and execute this Agreement to be effective upon the _____ day of _____, 2025.

IN WITNESS, WHEREOF:

CITY:

ORGANIZATION:

by: _____
Sylvia Carrillo, City Manager
City of Bastrop
Date of Execution: _____

by: _____
Executive Director
Bastrop Opera House
Date of Execution: _____

ATTEST:

by: _____
Michael Muscarello, City Secretary
City of Bastrop

Exhibit "A"

Newsletter Campaigns: Currently, there are 3,520 people who receive our regular email blast.

Other Sources of Income:

- Season Sponsors
- Individual and Cooperate Donations
- Income through advertising in season playbill
- Income from ticket sales
- Income from Academy tuition
- We are actively pursuing grants for the arts

Upcoming Season Schedule

Our season opens in October 2025 and closes end of September 2026.

2025-2026 Season

The upcoming season will consist of eight major productions. Many of these productions are Tony award-winning productions that the Bastrop Opera House is privileged to have received the rights to produce on our stage.

Special Productions: Cabaret and Dinner shows, 8 Youth Productions, Summer Theatre Camp Musical, special events

Budget Relevant to HOT Fund Request

Production Projects:	\$130,167
Production Project Technical Support:	\$42,000
Production Equipment:	\$10,000
Advertising & Marketing:	\$40,000
TOTAL Requested:	\$222,167

This year’s request represents a \$27,742 increase over last year’s allocation. This increase is directly tied to our strategic efforts to expand tourism and grow our economic impact in Bastrop. Costs for production rights and materials have risen significantly, and we are producing more large-scale shows that draw regional attention. Additionally, we are investing more heavily in technical support and equipment to elevate the quality of our productions and enhance the visitor experience.

A significant portion of the increase also supports a broader and more aggressive marketing campaign aimed at attracting out-of-town audiences. Last season, we saw a measurable increase in tourism-related activity, with more patrons traveling from outside Bastrop to attend shows, many of whom spent money at local restaurants, shops, and hotels. By expanding our reach through advertising and maintaining high-caliber productions, we expect to continue this upward trend, further strengthening the Opera House’s role as a cultural and economic driver in the community.

Exhibit "B"
Page 127-128 of the approved FY25-26 budget.

CONTRACTUAL SERVICES							
PAUL QUINN BELL TOWER	\$0	\$0	\$0	\$0	-	\$25,000	-
VISITOR CENTER	\$0	\$0	\$0	\$235,454	-	\$293,632	-
SHARED SERVICES - IT	\$0	\$0	\$0	\$0	-	\$8,049	-
ADMINISTRATIVE SUPPORT	\$291,427	\$291,427	\$294,404	\$269,870	-8%	\$461,246	57%
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BASTROP OPERA HOUSE	\$169,991	\$169,991	\$324,000	\$194,000	-40%	\$194,000	-40%
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CREDIT CARD PROCESSING FEES	\$3,500	\$1,640	\$0	\$2,763	-	\$0	-

	ORIGINAL BUDGET	ACTUAL	ORIGINAL BUDGET	ACTUAL	PROPOSED FY 25-26 BUDGET		
	FY2024	FY2024	FY2025	FY2025	FY25 Budget vs, FY25 Actual (%)	FY2026	FY25 Budget vs, FY26 Budget (%)
DESTINATION MARKETING CORP	\$1,293,700	\$1,031,200	\$1,116,950	\$1,053,950	-6%	\$0	-100%
EQUIPMENT RENTAL	\$7,500	\$836	\$7,500	\$1,163	-84%	\$10,000	33%
LEGAL SERVICES	\$2,000	\$11,470	\$5,000	\$104	-98%	\$5,000	0%
LOST PINES ART LEAGUE	\$149,109	\$149,109	\$167,950	\$167,950	0%	\$167,950	0%
PROFESSIONAL SERVICES	\$705,910	\$210,756	\$155,000	\$381,482	146%	\$267,500	73%

Exhibit "C"

CITY'S MODIFIED SERVICES PLAN

Present 12 months' worth of programs annually (October – September) designed to appeal to tourists and attract overnight visitation to City Council.

All artwork, images and details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Discover Bastrop. All artwork, images, and marketing details must be provided to Discover Bastrop 30 days before the event.

Maintain an active social media and online digital presence with written goals for growth of following, reach, and engagement. Include claiming your google, yelp, trip advisor, and similar listings.

Develop an annual marketing plan for the promotion of the arts and activities at the Opera House.

Develop an annual marketing and strategic plan that addresses identifying additional funding sources for sustainability.

Develop and present an annual operating budget to the City.

In partnership with Discover Bastrop, develop an intercept survey of guests to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.

Maintain and collect monthly year-over-year ticket sales and primary market origin of ticket holders' data.

Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Discover Bastrop.

Work with the City of Bastrop and Discover Bastrop to create "programming" that would be available for groups and conventions.

Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.

Actively participate with the City of Bastrop and Cultural Arts Commission to develop and foster a thriving Cultural Arts District.

Any work to be performed on the Bastrop Opera House historic structure utilizing Hotel Occupancy Tax must comply with all regulations: local, state and federal. All work must also comply with the Secretary of the Interior's standards for rehabilitation. To ensure compliance proposed work must be submitted to the Bastrop Main Street Program prior to work commencing and may require up to 60 days for approval depending on the Texas Historical Commission's project reviewer's schedule.

Receive all site, building and sign permits including certificates of occupancy by the entity before starting any new improvements or renovations.

Exhibit "D"

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Bastrop Opera House
Attn: Lisa Holcomb
711 Spring Street
Bastrop, Texas 78602

RESOLUTION NO. R-2025-196

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING KERR COMMUNITY CENTER AND PROVIDING PROGRAMS TO CITIZENS AND TOURISTS, AT A COST OF FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council recognizes the Kerr Community Center an historic and cultural organization; and

WHEREAS, The City Council recognizes the Kerr Community Center provides regionally and nationally known shows and programing; and

WHEREAS, Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent; and

WHEREAS, The City of Bastrop has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our return on investment; and

WHEREAS, The Comprehensive Plan places emphasis on enhancing the visitor experience; and

WHEREAS, The Comprehensive Plan also states that Bastrop's continued emphasis on cultural arts, historic preservation, and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region; and

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing, and staffing an art center to the Kerr Community Center, at a cost of Fifty Thousand and 00/100 dollars (\$50,000.00) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Kerr Community Center as a leading provider in history and culture programs to visitors and residents.

SECTION 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 18th day of November 2025.

CITY OF BASTROP, TEXAS

Ishmel Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal & Zech, P.C.



STAFF REPORT

MEETING DATE: November 18, 2025

TITLE:

Consider action to approve Resolution No. R-2025-196 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and the providing of cultural art and historic preservation services to the Kerr Community Center, at a cost of Fifty Thousand and 00/100 Dollars (\$50,000.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michaela Joyce, Discover Bastrop Director

BACKGROUND/HISTORY:

The city has previously supported the Kerr Community Center through Hotel Occupancy Tax. The Kerr Center has increased its programming over the last several years and is a draw for tourists in our community. The council appropriated the above amount with the FY 2026 Budget.

POLICY EXPLANATION:

The Kerr Center plans to continue to effectively market and promote the Center as part of the overall Bastrop visitor experience. The FY 2026 Community Support Service Agreement outlines specific deliverables and reflects the services that the Kerr Center stated would be provided as part of their funding request.

FUNDING SOURCE:

Hotel Tax Fund (**Page 127 of the FY 2025 Budget Book**)

RECOMMENDATION:

The Discover Bastrop Director recommends approval of Resolution No. R-2025-196 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and the providing of cultural art and theater services to the Kerr Community Center, at a cost of Fifty Thousand and 00/100 Dollars (\$50,000.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

1. Resolution No. R-2025-196
2. Community Service Support Agreement



COMMUNITY SERVICES FUNDING AGREEMENT

FY 2025 - 2026

This Community Services Grant Funding Agreement ("Agreement") is made by and between the **City of Bastrop, Texas**, a Texas home-rule municipal corporation, ("City"), and Kerr Community Center, a Texas non-profit corporation ("Organization"). The City and Organization are also referred to collectively in this Agreement as the "Parties" and singularly as a "Party." The Parties intend that this Agreement will supersede and replace all previously adopted and finalized Agreements in their entirety, if any.

NOW, IN CONSIDERATION of the mutual covenants to be performed by the Parties and other valuable consideration hereby acknowledged, therefore, be it mutually agreed as follows:

1. SCOPE OF SERVICES

- A. Proposed & Modified Services Plan.** Organization shall utilize the grant funds conveyed herein to provide services to the Bastrop community in accordance with the proposal attached as *Exhibit "A"*, which has been accepted by the City, and as may have been modified in accordance with *Exhibit "B"*.
- B. Staffing.** Organization shall use its best efforts to secure sufficient numbers of employees and volunteers to accomplish the responsibilities set forth in this Agreement. Organization shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purposes of this Agreement. Organization acknowledges that no personnel engaged by the Organization shall be construed as agents, employees or officers of the City.
- C. Nondiscrimination:** Organization shall provide services under this Agreement free of discrimination or retaliation due to a person's race, ethnicity, nationality, religion, gender, gender identity, sexual orientation, religion, parental status, or marital status. Any restrictions on services based on age, physical ability or mental ability shall be directly relevant to legitimate safety concerns in accordance with written Organization policies and procedures.

2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).
- 8. Disbursals.** The City shall remit payment to the Organization of the grant funds due annually as an installment.

3. ACCOUNTABILITY

- A. Funding Source Identification.** Organization shall prominently include the City of Bastrop all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media. Such materials will also include the line, "Funding for this program was made possible through a grant from the City of Bastrop."
- 8. Written Reports.** Organization shall submit to the Community Engagement Director written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October. Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:
- (1) Services:** a description of the services provided during the preceding quarter; and
 - (2) Financial Statement:** a financial statement for the reporting period that indicates how the Organization expended grant funds; and
 - (3) Promotions:** copies of promotional materials distributed.
- C. Oversight of Expenditures.** Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.

- D. Comingling.** Organization shall properly segregate grant funds and shall not comingle grant funds with other financial assets of the Organization.
- E. Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.
- F. Audit.** Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records
- G. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.
- H. Hotel Occupancy Tax Policy.** Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2024-2025, which commences October 1st, 2025 and ends September 30th, 2026 / a term of 1 year (365 days), unless earlier terminated as provided herein.
- B. Suspension of Payments.**
- (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
- (2) Comingling.** Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(3) Records. Organization's failure to provide the City with copies of financial records mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(4) Reports. Organization's failure to timely submit reports mandated under this Agreement shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(5) Notice. Notice of suspension shall be sent by the City to the Organization with an explanation and opportunity for the Organization to cure the infraction within 30 days.

(6) Breach. Failure to remedy the infraction within 30 days shall be grounds for the City to declare the Organization in breach and terminate this Agreement as provided herein.

C. Termination. In the event that the Organization fails to abide by any of the terms of this Agreement, the City may terminate the Agreement and any obligations of the City hereunder, as set forth herein, with absolutely no penalty or claim against the City by the Organization. Notice of termination shall negate the City's obligation to remit a scheduled payment (if any). Upon termination for failure to cure the misappropriation of grant funds, Organization is obligated to reimburse the City for all funds misappropriated by the Organization in violation of this Agreement.

D. Ineligibility for Future Funding. Organization's failure to remedy the infraction upon receipt of notice this Agreement may render the Organization ineligible for future funding by the City.

E. Good Standing. The Organization hereby represents that it is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it. Organization shall notify the City of any change in such status within 30 days of Organization's receipt of notification.

F. Future Appropriations. Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), at the time of execution of this Agreement, may be inferred to indicate that the City will provide any funds in the future. The Organization acknowledges that funding by the City shall be decided on a fiscal year basis and will be determined by the City Council based upon its evaluation of the City's budget and considering all fiscal needs confronting the City, including needs related to the proposed community services.

G. Notices. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered mail, postage prepaid and addressed as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
 Attn: Michaela Joyce
 1311 Chestnut St.
 Bastrop, Texas 78602

Notices to the Organization shall be sent in accordance with *Exhibit "C"*.

- H. Assignment.** No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall constitute breach of this Agreement.
- I. Governing Law & Venue.** This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.
- J. Indemnity.** Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representatives, consultants, and employees from any and all claims, losses, causes of action and damages, suits, and liability for the gross negligence and willful misconduct of Organization, including all expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or from damage to any property, arising from or in connection with the operations of Organization, or its officers, agents and employees, carried out in furtherance of this Agreement.
- K. Insurance.** The Organization shall maintain a comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.
- L. Inclusiveness:** This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.
- M. Severability:** If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

N. Effective Date. The City and the Organization make and execute this Agreement to be effective upon the _____ day of _____, 2025.

IN WITNESS, WHEREOF:

CITY:

ORGANIZATION:

by: _____
Sylvia Carrillo, City Manager
City of Bastrop
Date of Execution: _____

by: _____
Kerr Community Center
Date of Execution: _____

ATTEST:

by: _____
Michaela Muscarello, City Secretary
City of Bastrop

Exhibit "A"

From: [Administrator Kerr](#)
To: [Elisa Puentes](#)
Subject: 2026 Sister Moses Dance Project Budget for Kerr Community Center
Date: Tuesday, June 24, 2025 12:51:28 PM

CAUTION: This email originated outside the City of Bastrop, TX email system. Please maintain caution when opening links or attachments.

2026 Sister Moses Dance Project Budget for Kerr Community Center

Desert Dance Company \$25,000
Airfare. \$15,000
Housing. \$10,000
Publicity/Program. \$ 5,000
Local Transportation. \$. 2,500
Catering/Refreshments. \$. 3,000

Total. \$60,000

Exhibit "B"
Page 127-128 of the approved FY25-26 budget.

CONTRACTUAL SERVICES TOTAL	\$2,961,744	\$2,245,367	\$2,533,356	\$2,562,605	1%	\$1,673,570	-34%
OTHER CHARGES							
BUSINESS DEVELOPMENT	\$3,000	\$311	\$3,000	\$3,160	5%	\$3,000	0%
DUES, SUBSCRIPTIONS & PUB	\$4,010	\$3,969	\$4,010	\$8,663	116%	\$37,010	823%
KERR CENTER	\$0	\$0	\$40,000	\$40,000	0%	\$50,000	25%
PROMOTIONAL ADVERTISING	\$14,500	\$7,467	\$5,500	\$3,554	-35%	\$15,500	182%
SPECIAL ADV & MARKETING	\$0	\$0	\$0	\$0	-	\$100,000	-
SPECIAL EVENT EXPENSE	\$1,000	\$45,800	\$1,000	\$35,208	3,421%	\$1,000	0%
SPONSOR COMM EVENTS	\$35,500	\$42,038	\$76,000	\$87,751	15%	\$138,000	82%
TRAVEL & TRAINING	\$10,250	\$11,086	\$12,250	\$6,817	-44%	\$18,250	49%
OTHER CHARGES TOTAL	\$68,260	\$110,672	\$141,760	\$185,153	31%	\$362,760	156%
OTHER SERVICES							

Exhibit "C"

CITY'S MODIFIED SERVICES PLAN

Present 12 months' worth of programs annually (October – September) designed to appeal to tourists and attract overnight visitation to City Council.

All artwork, images and details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Discover Bastrop. All artwork, images, and marketing details must be provided to Discover Bastrop 30 days before the event.

Maintain an active social media and online digital presence with written goals for growth of following, reach, and engagement. Include claiming your google, yelp, trip advisor, and similar listings.

Develop an annual marketing plan for the promotion of the arts and activities at the Opera House.

Develop an annual marketing and strategic plan that addresses identifying additional funding sources for sustainability.

Develop and present an annual operating budget to the City.

In partnership with Discover Bastrop, develop an intercept survey of guests to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.

Maintain and collect monthly year-over-year ticket sales and primary market origin of ticket holders' data.

Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Discover Bastrop.

Work with the City of Bastrop and Discover Bastrop to create "programming" that would be available for groups and conventions.

Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.

Actively participate with the City of Bastrop and Cultural Arts Committee to develop and foster a thriving Cultural Arts District.

Any work to be performed on the Bastrop County African American Cultural Center historic structure utilizing Hotel Occupancy Tax must comply with all regulations: local, state and federal. All work must also comply with the Secretary of the Interior's standards for rehabilitation. To ensure compliance proposed work must be submitted to the Bastrop Main Street Program prior to work commencing and may require up to 60 days for approval depending on the Texas Historical Commission's project reviewer's schedule.

Receive all site, building and sign permits including certificates of occupancy by the entity before starting any new improvements or renovations.

Exhibit "D"

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Kerr Community Center
Attn:
1308 Walnut St.
Bastrop, Texas 78602

RESOLUTION NO. R-2025-195

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING Bastrop County Historical Society, at a cost of Four Hundred Thirty-Three Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$433,825.00) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council recognizes the Bastrop County Historical Society as an historical organization; and

WHEREAS, The City Council recognizes the Bastrop County Historical Society provides regionally and nationally known exhibits and programing; and

WHEREAS, Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent; and

WHEREAS, The City of Bastrop has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our return on investment; and

WHEREAS, The Comprehensive Plan places emphasis on enhancing the visitor experience; and

WHEREAS, The Comprehensive Plan also states that Bastrop's continued emphasis on cultural arts, historic preservation, and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region; and

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing, and staffing an art center to Bastrop County Historical Society, at a cost of Four Hundred Thirty-Three Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$433,825.00) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Bastrop County Historical Society as a leading provider in historic preservation programs to visitors and residents.

SECTION 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 18th day of November 2025.

CITY OF BASTROP, TEXAS

Ishmel Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal & Zech, P.C.



STAFF REPORT

MEETING DATE: November 18, 2025

TITLE:

Consider action to approve Resolution No. R-2025-195 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and the providing of cultural art and theater services to the Bastrop County Historical Society, at a cost of Four Hundred Thirty-Three Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$433,825.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michaela Joyce, Discover Bastrop Director

BACKGROUND/HISTORY:

The City has been supporting the Bastrop County Historical Society through Hotel Occupancy Tax since 2003 and the Visitor Center since 2006. The organization has increased its programming over the last several years and is a draw for tourists in our community. Council appropriated the above amount with the FY 2026 Budget.

POLICY EXPLANATION:

The Bastrop County Historical Society plans to continue to effectively market and promote the Bastrop County Historical Society as part of the overall Bastrop visitor experience. The FY 2026 Community Support Service Agreement outlines specific deliverables and reflects the services that the organization stated would be provided as part of their funding request.

FUNDING SOURCE:

Hotel Tax Fund **(Page 127 of the FY 2025 Budget Book)**

RECOMMENDATION:

The Discover Bastrop Director recommends approval of Resolution No. R-2025-197 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and the providing of cultural art and theater services to the Bastrop County Historical Society, at a cost of Four Hundred Thirty-Three Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$433,825.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

1. Resolution No. R-2025-197
2. Community Service Support Agreement

2. FUNDING

- A. Amount.** The City shall provide the Organization grant funds in an amount not to exceed Four Hundred Thirty-Three Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$433,825.00). The breakdown is as follows: Two Hundred Ninety-Three Thousand Six Hundred Thirty-Two and 00/100 Dollars (\$293,632.00) for the Visitor Center, and One Hundred Forty Thousand One Hundred Ninety-Three and 00/100 Dollars (\$140,193.00).
- 8. Disbursals.** The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

3. ACCOUNTABILITY

- A. Funding Source Identification.** Organization shall prominently include the City of Bastrop all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media. Such materials will also include the line, "Funding for this program was made possible through a grant from the City of Bastrop."
- 8. Written Reports.** Organization shall submit to the Community Engagement Director written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July, and October. Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:
- (1) Services:** a description of the services provided during the preceding quarter; and
 - (2) Financial Statement:** a financial statement for the reporting period that indicates how the Organization expended grant funds; and
 - (3) Promotions:** copies of promotional materials distributed.
 - (4) Data:** such data as deemed necessary to adequately measure the Organizations impact on increasing visitors to the area and recognition to the city as cultural art destination
- C. Oversight of Expenditures.** Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use, and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.

- D. Comingling.** Organization shall properly segregate grant funds and shall not comingle grant funds with other financial assets of the Organization.
- E. Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.
- F. Audit.** Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records
- G. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.
- H. Hotel Occupancy Tax Policy.** Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2025-2026, which commences October 1st, 2025 and ends September 30th, 2026 / a term of 1 year (365 days), unless earlier terminated as provided herein.
- B. Suspension of Payments.**
- (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
- (2) Comingling.** Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

N. Effective Date. The City and the Organization make and execute this Agreement to be effective upon the _____ day of _____, 2025.

IN WITNESS, WHEREOF:

CITY:

ORGANIZATION:

by: _____
Sylvia Carrillo, City Manager
City of Bastrop

by: _____
Executive Director
Bastrop County Historical
Society

Date of Execution: _____

Date of Execution: _____

ATTEST:

by: _____
Michaela Muscarello, City Secretary
City of Bastrop

Exhibit "B"
Page 127-128 of the approved FY25-26 budget.

CONTRACTUAL SERVICES							
PAUL QUINN BELL TOWER	\$0	\$0	\$0	\$0	-	\$25,000	-
VISITOR CENTER	\$0	\$0	\$0	\$235,454	-	\$293,632	-
SHARED SERVICES - IT	\$0	\$0	\$0	\$0	-	\$8,049	-
ADMINISTRATIVE SUPPORT	\$291,427	\$291,427	\$294,404	\$269,870	-8%	\$461,246	57%
AFRICAN AMERICAN MUSUEM	\$0	\$0	\$50,000	\$50,000	0%	\$50,000	0%
BASTROP HISTORICAL SOCIETY	\$187,434	\$101,673	\$127,298	\$127,298	0%	\$140,193	10%
BASTROP OPERA HOUSE	\$169,991	\$169,991	\$324,000	\$194,000	-40%	\$194,000	-40%
CITY SHARED SERVICES	\$101,673	\$187,434	\$235,454	\$0	-100%	\$0	-100%
CONTRACTUAL SERVICES	\$40,000	\$80,398	\$40,000	\$69,296	73%	\$40,000	0%
CREDIT CARD PROCESSING FEES	\$3,500	\$1,640	\$0	\$2,763	-	\$0	-

	ORIGINAL BUDGET	ACTUAL	ORIGINAL BUDGET	ACTUAL		PROPOSED FY 25-26 BUDGET	
	FY2024	FY2024	FY2025	FY2025	FY25 Budget vs, FY25 Actual (%)	FY2026	FY25 Budget vs, FY26 Budget (%)
DESTINATION MARKETING CORP	\$1,293,700	\$1,031,200	\$1,116,950	\$1,053,950	-6%	\$0	-100%
EQUIPMENT RENTAL	\$7,500	\$836	\$7,500	\$1,163	-84%	\$10,000	33%
LEGAL SERVICES	\$2,000	\$11,470	\$5,000	\$104	-98%	\$5,000	0%
LOST PINES ART LEAGUE	\$149,109	\$149,109	\$167,950	\$167,950	0%	\$167,950	0%
PROFESSIONAL SERVICES	\$705,910	\$210,756	\$155,000	\$381,482	146%	\$267,500	73%

Exhibit “C”

CITY'S MODIFIED SERVICES PLAN

Present 12 months' worth of programs annually (October – September) designed to appeal to tourists and attract overnight visitation to City Council.

All artwork, images and details regarding the individual programs such as "performances," "classes," or "exhibits" for the contract period including ticket prices and purchasing methods must have specific program details received by Discover Bastrop. All artwork, images, and marketing details must be provided to Discover Bastrop 30 days before the event.

Maintain an active social media and online digital presence with written goals for growth of following, reach, and engagement. Include claiming your google listing, yelp, trip advisor, and similar listings.

Develop an Annual Marketing and or strategic plan that addresses identifying additional funding sources for sustainability

Develop and present an annual operating budget to the City.

In partnership with Discover Bastrop, develop a visitor intercept survey to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.

Collect and maintain monthly year-over-year traffic counts and primary market origin data from visitors.

Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Discover Bastrop.

Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.

Actively participate with the City of Bastrop, Main Street Advisory Board, and Cultural Arts Commission to develop and foster a thriving cultural arts destination.

Follow all applicable local, state and federal laws related to building improvements and expenditures of HOT.

Provide volunteer assistance for goodie bag stuffing and distribution to meeting

Exhibit "D"

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Bastrop County Historical Society
Attn: Glenda Dayton, Interim Director
904 Main Street
Bastrop, Texas 78602

RESOLUTION NO. R-2025-198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING BASTROP AFRICAN AMERICAN CULTURAL CENTER AND PROVIDING PROGRAMS TO CITIZENS AND TOURISTS, AT A COST OF FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council recognizes the Bastrop African American Cultural Center an art and cultural organization; and

WHEREAS, The City Council recognizes the Bastrop African American Cultural Center provides regionally and nationally known shows and programing; and

WHEREAS, Chapter 351 of the Tax Code provides the requirements on how HOT funds may be spent; and

WHEREAS, The City of Bastrop has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our return on investment; and

WHEREAS, The Comprehensive Plan places emphasis on enhancing the visitor experience; and

WHEREAS, The Comprehensive Plan also states that Bastrop's continued emphasis on cultural arts, historic preservation, and tourism development through coordinated policies will lead to hundreds of millions in economic activity for the region; and

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing, and staffing an art center to the Bastrop African American Cultural Center, at a cost of Fifty Thousand and 00/100 dollars (\$50,000.00) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the Bastrop African American Cultural Center as a leading provider in art and culture programs to visitors and residents.

SECTION 3. All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters

resolved herein.

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 18th day of November 2025.

CITY OF BASTROP, TEXAS

Ishmel Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

Denton Navarro Rocha Bernal & Zech, P.C.



STAFF REPORT

MEETING DATE: November 18, 2025

TITLE:

Consider action to approve Resolution No. R-2025-198 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and the providing of cultural art and theater services to the Bastrop African American Cultural Center (BAACC), at a cost of Fifty Thousand and 00/100 Dollars (\$50,000.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Michaela Joyce, Discover Bastrop Director

BACKGROUND/HISTORY:

The city has previously supported the Bastrop African American Cultural Center through Hotel Occupancy Tax. The BAACC has increased its programming over the last several years and is a draw for tourists in our community. The council appropriated the above amount with the FY 2026 Budget.

POLICY EXPLANATION:

The BAACC plans to continue to effectively market and promote the Museum as part of the overall Bastrop visitor experience. The FY 2026 Community Support Service Agreement outlines specific deliverables and reflects the services that the BAACC stated would be provided as part of their funding request.

FUNDING SOURCE:

Hotel Tax Fund (**Page 127 of the FY 2025 Budget Book**)

RECOMMENDATION:

The Discover Bastrop Director recommends approval of Resolution No. R-2025-198 of the City Council of the City of Bastrop, Texas awarding a Community Support Service Agreement for services associated with operating, marketing, and the providing of cultural art and theater services to the Bastrop African American Cultural Center, at a cost of Fifty Thousand and 00/100 Dollars (\$50,000.00) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the agreement; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

1. Resolution No. R-2025-198
2. Community Service Support Agreement

- D. Comingling.** Organization shall properly segregate grant funds and shall not comingle grant funds with other financial assets of the Organization.
- E. Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.
- F. Audit.** Organization shall have its records and accounts audited annually and shall prepare an annual financial statement based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records
- G. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.
- H. Hotel Occupancy Tax Policy.** Hotel Occupancy Taxes. Organization shall comply with the requirements in Chapter 351 of the Texas Tax Code in the use of hotel occupancy taxes.

4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2024-2025, which commences October 1st, 2025 and ends September 30th, 2026 / a term of 1 year (365 days), unless earlier terminated as provided herein.
- B. Suspension of Payments.**
- (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.
- (2) Comingling.** Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

N. Effective Date. The City and the Organization make and execute this Agreement to be effective upon the _____ day of _____, 2024.

IN WITNESS, WHEREOF:

CITY:

ORGANIZATION:

by: _____
Sylvia Carrillo, City Manager
City of Bastrop

by: _____
Executive Director
Bastrop County African American
Cultural Center

Date of Execution: _____

Date of Execution: _____

ATTEST:

by: _____
Michaela Muscarello, City Secretary
City of Bastrop

Exhibit "A"

BCAACC 2026 HOT FUNDS BUDGET	
HOT FUND REQUEST	\$100,000
Salary/FTE(1)	\$ 60,000.00
Benefits Pkg	\$ 5,000.00
Exhibits	\$ 4,000.00
Website	\$ 6,500.00
Event Printing	\$ 4,000.00
Event Advertising	\$ 10,000.00
Events	\$ 10,500.00
TOTAL	\$ 100,000.00

Exhibit "B"

Page 127-128 of the approved FY25-26 budget.

CONTRACTUAL SERVICES							
PAUL QUINN BELL TOWER	\$0	\$0	\$0	\$0	-	\$25,000	-
VISITOR CENTER	\$0	\$0	\$0	\$235,454	-	\$293,632	-
SHARED SERVICES - IT	\$0	\$0	\$0	\$0	-	\$8,049	-
ADMINISTRATIVE SUPPORT	\$291,427	\$291,427	\$294,404	\$269,870	-8%	\$461,246	57%
AFRICAN AMERICAN MUSUEM	\$0	\$0	\$50,000	\$50,000	0%	\$50,000	0%
BASTROP HISTORICAL SOCIETY	\$187,434	\$101,673	\$127,298	\$127,298	0%	\$140,193	10%
BASTROP OPERA HOUSE	\$169,991	\$169,991	\$324,000	\$194,000	-40%	\$194,000	-40%
CITY SHARED SERVICES	\$101,673	\$187,434	\$235,454	\$0	-100%	\$0	-100%
CONTRACTUAL SERVICES	\$40,000	\$80,398	\$40,000	\$69,296	73%	\$40,000	0%
CREDIT CARD PROCESSING FEES	\$3,500	\$1,640	\$0	\$2,763	-	\$0	-

	ORIGIINAL BUDGET	ACTUAL	ORIGIINAL BUDGET	ACTUAL	PROPOSED FY 25-26 BUDGET		
	FY2024	FY2024	FY2025	FY2025	FY25 Budget vs, FY25 Actual (%)	FY2026	FY25 Budget vs, FY26 Budget (%)
DESTINATION MARKETING CORP	\$1,293,700	\$1,031,200	\$1,116,950	\$1,053,950	-6%	\$0	-100%
EQUIPMENT RENTAL	\$7,500	\$836	\$7,500	\$1,163	-84%	\$10,000	33%
LEGAL SERVICES	\$2,000	\$11,470	\$5,000	\$104	-98%	\$5,000	0%
LOST PINES ART LEAGUE	\$149,109	\$149,109	\$167,950	\$167,950	0%	\$167,950	0%
PROFESSIONAL SERVICES	\$705,910	\$210,756	\$155,000	\$381,482	146%	\$267,500	73%

Exhibit "D"

NOTICE TO ORGANIZATION

Notices required under the terms of this Agreement shall be sent to the Organization as follows:

Bastrop County African American
Cultural Center
Attn:
1303 Pine Street
Bastrop, Texas 78602



STAFF REPORT

MEETING DATE: November 18, 2025

TITLE:

Consider and act on Resolution No. R-2025-188, authorizing the City Manager to waive fifty percent of the building permit fees for the Bastrop County Development Services building to be located at 203 Jackson Street.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM, City Manager

BACKGROUND/HISTORY:

Bastrop County is currently constructing a Development Service Facility at 203 Jackson Street. As part of this project, Bastrop County has requested that the City waive fifty percent of the permit fees associated with the building permit, which is approximately \$41,823.98 in permit fees.

Exhibit #1

Fee Name	Amount	Proposed Amount
Commercial Permit Fee - M.E.	\$46,467.75	\$23,233.88
Inspection Fee - M.E.	\$20,910.48	\$10,455.24
Admin Fee - M.E.	\$2,323.39	\$1,161.70
Technology Fee (Per Application) C	\$6.00	\$3.00
Plan Review Fee - M.E.	\$13,940.33	\$6,970.17
Total:	\$83,647.95	\$41,823.98

This support of this request reflects the collaborative relationship between Bastrop County and the City of Bastrop.

FISCAL IMPACT:

Varies

RECOMMENDATION:

Approve Resolution No. R-2025-188 waiving fifty percent of the building permit fees for the Bastrop County Development Services building.

ATTACHMENTS:

- Resolution R-2025-188
- Exhibit A: Bastrop County Memo Requesting the Waiver of Fees

RESOLUTION NO. R-2025-188

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING THE CITY MANAGER TO WAIVE FIFTY PERCENT OF THE BUILDING PERMIT FEES FOR THE BASTROP COUNTY DEVELOPMENT SERVICES BUILDING LOCATED AT 203 JACKSON STREET; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Bastrop County is constructing a new development services facility at 203 Jackson Street to meet the development service needs resulting from the increased growth in the County; and

WHEREAS, Bastrop County has requested a waiver of fifty percent of the building permit fees for this project; and

WHEREAS, this project is being developed to directly serve the residents of Bastrop County and provide essential public services; and

WHEREAS, the City Council finds that waving fifty percent of the building permit fees for this particular facility is in the public's interest and reflects the City's ongoing support for development and growth in the County;

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

Section 1. The City Council hereby authorizes the waiver of fifty percent of the building permit fees for the Bastrop County Development Services facility.

Section 2. This waiver applies only to building permit fees and does not extend to other regulatory or third-party fees that may be required by law.

Section 3. Should any provision of this Resolution be found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

Section 4. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED by the City Council of the City of Bastrop, Texas, on this 18th day of November 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.





Bastrop County Development Services
Tanli Sun, P.E. MBA – County Engineer

211 Jackson St
Bastrop, Texas 78602
512.581.4071
tan-li.sun@co.bastrop.tx.us

September 25, 2025

City of Bastrop
Attn: Sylvia Carrillo, City Manager
Andres Rosales, Assistant City Manager
1311 Chestnut Street
Bastrop Texas 78602

Subject: Permit Fee Waiver/Reduction Request

Dear Ms. Carrillo and Mr. Rosales

As Bastrop County is working on the expansion of our facilities to accommodate the regional growth, we are in the process of permitting for the construction a new Development Services building. As this project is being developed to directly serve the residents of Bastrop County and provide essential public services, we respectfully request consideration for a waiver/reduction of the associated commercial development fee, see Exhibit #1 attached. We recognize the importance of these fees in supporting the City's operations. At the same time, since this project will enhance community resources and benefit residents across the county, we hope that an adjustment can be made given the county is not a commercial for-profit organization. Please let us know of any requirements or documentation that may be needed to support our request, and if this is something that requires the approval of city council, we'd be happy to present this for discussion if needed.

Thank you for your consideration, and we look forward to the continued fruitful partnerships between the City and the County in this fast growing region.

With Regards,

Tanli Sun, P.E. MBA
Bastrop County Engineer

CC: Clara Beckett, Commissioner Precinct 2
Butch Carmack, Commissioner Precinct 1
Leon Scaife, Bastrop County Purchasing Agent

Exhibit #1

Fee Name	Amount	Proposed Amount
Commercial Permit Fee - M.E.	\$46,467.75	\$23,233.88
Inspection Fee - M.E.	\$20,910.48	\$10,455.24
Admin Fee - M.E.	\$2,323.39	\$1,161.70
Technology Fee (Per Application) C	\$6.00	\$3.00
Plan Review Fee - M.E.	\$13,940.33	\$6,970.17
Total:	\$83,647.95	\$41,823.98

INVOICE

Invoice ID 25-002162



INVOICE FOR

Joseph Eichstaedt
 PGAL
 3601 S Congress Ave.
 Ste D100
 Austin, TX 78704

INVOICE FROM

City of Bastrop, TX
 Planning Department
 1311 Chestnut Street
 Bastrop, TX 78602

FEE NAME	ACCOUNT NO.	AMOUNT
Commercial Permit Fee - M.E.	108-00-00-4020	\$ 46,467.75
Inspection Fee - M.E.	108-00-00-4012	\$ 20,910.48
Admin Fee - M.E.	108-00-00-4019	\$ 2,323.39
Technology Fee (Per Application) C	108-00-00-4025	\$ 6.00
Plan Review Fee - M.E.	108-00-00-4019	\$ 13,940.33
AMOUNT DUE		\$83,647.95

Issue Date
 September 19, 2025

Due Date
 September 22, 2025

Project Name
 Bastrop County
 Development Services -
 Building Permit New (C)

Project ID
 25-001659

Department
 Building Department

Project Address
 203 Jackson St, Bastrop,
 TX USA 78602

This document is for payment purposes only and is not the permit



STAFF REPORT

MEETING DATE: November 18, 2025

TITLE:

Consider and act on Resolution 2025-188 accepting Nani and Oahu streets located in Water Control and Improvement District No. 2 and incorporating them into the list of city maintained streets.

AGENDA ITEM SUBMITTED BY:

Submitted by: Sylvia Carrillo-Trevino, ICMA-CM, CPM

BACKGROUND/HISTORY:

On January 14, 2025, the City of Bastrop and Bastrop County Water Control and Improvement District #2 (WCID) entered into an interlocal agreement that would allow a partnership between WCID and the City to repair and complete both Nani and Oahu streets, both jointly in the City limits and WCID. Once complete, these street become part of City maintenance and relieve the property owners in this district of a street tax that has been paid to complete these streets, a rare tax reduction when two governmental entities work together.

This agenda item seeks to accept both streets as complete and add to the city's maintained streets. This would also complete the interlocal agreement entered into in 2024.

FISCAL IMPACT:

None – Cost of future repairs, unknown.

RECOMMENDATION:

Approve as submitted

ATTACHMENTS:

1. Resolution
2. Background Information from the January 14, 2025 meeting.

RESOLUTION NO. R-2025-188

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, ACCEPTING NANI STREET AND OAHU STREET LOCATED WITHIN WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2 (WCID #2) AS COMPLETE; INCORPORATING THEM INTO THE LIST OF CITY-MAINTAINED STREETS; AUTHORIZING THE CITY MANAGER TO TAKE ANY NECESSARY ACTION TO UPDATE CITY RECORDS; PROVIDING FOR A REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, on January 14, 2025, the City of Bastrop and Bastrop County Water Control and Improvement District No. 2 (WCID #2) entered into an interlocal agreement to partner in the repair and completion of Nani Street and Oahu Street, which are located partially within the City limits and partially within WCID #2; and

WHEREAS, the partnership between the City and WCID #2 was intended to complete long-standing infrastructure improvements and relieve impacted property owners of a street assessment tax previously collected for the completion of these roads, resulting in a rare reduction of a local tax burden through intergovernmental cooperation; and

WHEREAS, all improvements and construction activities required under the interlocal agreement have now been successfully completed, and Nani Street and Oahu Street meet the standards necessary for acceptance as public streets to be maintained by the City; and

WHEREAS, acceptance of these streets into the City's maintained street system is necessary to finalize and close out the interlocal agreement executed in 2024; and

WHEREAS, the City Council finds that accepting Nani Street and Oahu Street into the list of City-maintained streets promotes the public health, safety, and welfare of the residents of the City of Bastrop.

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

SECTION 1. The City Council hereby accepts Nani Street and Oahu Street, located within Water Control and Improvement District No. 2, as complete and meeting the requirements for public dedication and maintenance.

SECTION 2. Nani Street and Oahu Street are hereby incorporated into the official list of City-maintained streets.

SECTION 3. The City Manager is authorized to take all necessary steps to update City records, inventories, maps, and maintenance schedules to reflect the acceptance of these streets.

SECTION 4. This Resolution shall not be construed to repeal any prior ordinance or resolution except to the extent of any conflict. All other ordinances or resolutions of the City shall remain in full force and effect.

SECTION 5. If any provision of this Resolution is found to be invalid or unenforceable, such invalidity shall not affect the remaining provisions, and the Resolution shall be construed as though the invalid portion had not been included.

SECTION 6. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED on this the 18th day of November, 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.





STAFF REPORT

MEETING DATE: January 14, 2025

TITLE:

Consider and act on Resolution No. R-2025-02, approving an Interlocal Agreement for road improvements with Bastrop County Water Control and Improvement District No. 2 (BCWCID 2); as attached in Exhibit A; authorizing the execution of all necessary documents; providing for repeal; and providing for an effective date.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop and the Bastrop County Water Control and Improvement District No. 2 are authorized under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, to enter interlocal contracts for the provision of governmental functions, including the construction, installation, maintenance and improvement of public roads. Staff recommends to City Council the desire to enter into the Interlocal Agreement for Road Improvements with BCWCID No. 2. The Interlocal Agreement which sets for the terms and conditions pursuant to which BCWCID No. 2 will complete certain road improvements and the City will reimburse BCWCID No. 2 for certain costs of such road improvements.

The roads for this project are Nani Lane, N. Oahu Court, and S. Oahu Court. This roads will be improved and accepted by the City.

FISCAL IMPACT:

Bastrop County WCID No. 2 will perform the work with established crews. The cost of materials for the identified streets will be approved by the City Manager each year. The list of streets and costs will be identified and included in the street maintenance budget.

RECOMMENDATION:

Authorize the City Manager to execute an Interlocal Agreement with the Bastrop County Water Control and Improvement District No. 2 for the maintenance and improvement of certain streets, as in attached Exhibit A of the Interlocal Agreement.

ATTACHMENTS:

1. Resolution No. R-2025-02
2. Interlocal Agreement to be executed

RESOLUTION NO. R-2025-02

RESOLUTION APPROVING INTERLOCAL AGREEMENT WITH BCWCID NO. 2

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING AN INTERLOCAL AGREEMENT FOR ROAD IMPROVEMENTS WITH THE BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2; AUTHORIZING THE EXECUTION OF THE INTERLOCAL AGREEMENT; PROVIDING FOR REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop (“City”) and the Bastrop County Water Control and Improvement District No. 2 (“BCWCID No. 2”) are authorized under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, to enter interlocal contracts for the provision of governmental functions, including the construction, installation, maintenance and improvement of public roads; and

WHEREAS, the City Council desires to enter into the Interlocal Agreement for Road Improvements with BCWCID No. 2 (“Interlocal Agreement”), as attached as Exhibit “A,” which sets for the terms and conditions pursuant to which BCWCID No. 2 will complete certain road improvements and the City will reimburse BCWCID No. 2 for certain costs of such road improvements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bastrop:

Section 1: The City Council authorizes the execution of the Interlocal Agreement (attached and incorporated herein as Exhibit “A”).

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

Section 3: 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 4: This Resolution shall take effect immediately upon its passage.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, Texas,
on this, the 14th day of January 2025.

APPROVED:

Lyle Nelson, Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

INTERLOCAL AGREEMENT FOR ROAD IMPROVEMENTS

(2024-2025)

STATE OF TEXAS	§	BASTROP COUNTY WCID2
COUNTY OF	§	AND
BASTROP	§	THE CITY OF BASTROP, TEXAS

THE BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT #2 (“BCWCID2”), a political subdivision of the State of Texas, and the CITY OF BASTROP, TEXAS, (“City”), a Texas Home-Rule Municipality, hereby enter into this Interlocal Agreement for Road Improvements (“Agreement”). BCWCID2 and the City are individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

Recitals

WHEREAS, BCWCID2 has an interest in protecting the health and safety of its citizens within Bastrop County, and the City has an interest in protecting the health and safety of citizens of the City of Bastrop; and

WHEREAS, consistent with its authority under Texas Special District Local Laws Code Chapter 11001, and Texas Transportation Code Chapter 251 and 253, BCWCID2 also has an interest in improving and maintaining the roads in BCWCID2’s jurisdiction, including any such roads located within the unincorporated sections of Bastrop County, within the City’s extraterritorial jurisdiction (“ETJ”) or within the city limits; and

WHEREAS, consistent with its authority under Texas Transportation Code Chapter 311, the City also has an interest in improving and maintaining the streets within the city limits, and roads located in the City’s ETJ, and roads within the unincorporated sections of Bastrop County that are an integral part of or form a connecting link with city streets; and

WHEREAS, Texas Government Code Section 791.032 authorizes a local government such as BCWCID2 to enter into an interlocal contract with the City to finance the construction, improvement, maintenance, or repair of streets or alleys in the City, including portions of the municipality's streets or alleys that are not an integral part of or a connecting link to other roads or highways; and

WHEREAS, a number of the roads previously constructed within BCWCID2 that are now located within either the ETJ or city limits of the City are in poor condition, create potential hazards to public safety, and are in need of repairs and improvements; and

WHEREAS, both BCWCID2 and the City have previously adopted master plans for road

and/or street improvements within their respective jurisdictions and desire to coordinate efforts under this Agreement for improvements to the public roads identified in **Exhibit “A”** attached hereto (the “Project”); and

WHEREAS, the Parties desire to enter into this Agreement in order to set forth the terms and conditions pursuant to which: (i) BCWCID2 will endeavor to complete the Project roads prior to September 30, 2025; (ii) the City will reimburse certain costs incurred by BCWCID2 in connection therewith; and (iii) the City will accept the roads located in the City limits upon completion of construction of the improvements.

NOW THEREFORE, the Parties, for and in consideration of the covenants and agreements herein set forth, to be kept and performed by them respectively, have agreed to and do hereby agree together as follows:

AGREEMENT

1. Purpose

Pursuant to Chapter 791 of the Texas Government Code, BCWCID2 and the City are local governments and desire to enter into this Agreement for the purpose of providing governmental functions in which the Parties are mutually interested and with each Party performing functions they would be authorized to perform individually; specifically: financing, project management, design, construction installation and maintenance of the Project, and will promote the public health, safety and welfare.

2. General Agreement

- A. BCWCID2 and the City hereby agree to cooperate in good faith and as further set forth in this Agreement for purposes of undertaking and using good faith efforts to complete the Project prior to September 30, 2025. The Parties mutually acknowledge and agree that the completion of the Project improvements by this deadline by BCWCID2 will be subject to the availability of funding, personnel, equipment, resources, weather, prior road improvement commitments and other matters, and the completion of the Project cannot be guaranteed by either Party. Failure by BCWCID2 to complete any of the Project improvements by this date will not be deemed a breach of this Agreement.
- B. Pursuant to Texas Government Code Section 791.014 (to the extent applicable to BCWCID2), before beginning a project to construct, improve, or repair a road under this Agreement, BCWCID2 Board of Directors shall consider and give specific written approval for the project in a separate document, other than this Agreement, that describes the type of project to be undertaken and identifies the project’s location. Until BCWCID2 has provided documentation of such approval, the City shall not be obligated to make any payments or perform any

obligations towards that road project under this Agreement.

- C. For purposes of Texas Transportation Code Section 251.012 (to the extent applicable to BCWCID2), the City gives approval for BCWCID2 to spend BCWCID2 money to finance the construction, improvement, maintenance, or repair of those public roads identified in Exhibit A, if any, that are located in the city limits, and BCWCID2 finds that BCWCID2 will receive benefits as a result of the work on such public roads.
- D. For purposes of Texas Transportation Code Section 253.012 (to the extent applicable to BCWCID2), the City and BCWCID2 agree that BCWCID2 may improve those roads identified in Exhibit A, if any, that are in a subdivision or an access road to a subdivision located in the city limits. For such roads, BCWCID2 finds that the improvement of the road serves a district purpose. Consistent with Texas Transportation Code Section 253.012, the Parties agree that such improved roads are a County road, or a City road, as designated in Exhibit A, for the purposes of improvements under this Agreement.

3. City Responsibilities

- A. City authorizes BCWCID2 to construct the Project roads, and to perform compaction testing as needed to County specifications.
- B. City will reimburse BCWCID2 for all materials. Attached as **Exhibit "B"** is the current estimate of material costs for the Project. Prices are subject to change based on market conditions. In the event that prices for materials change, BCWCID2 shall notify City of the updated price estimates for materials for the Project no later than ten (10) days prior to purchasing the material and to submitting to City an invoice for materials reflecting the changed price.
- C. City will reimburse BCWCID2 for the cost of all surveys undertaken on behalf of BCWCID2 for the Project road improvements.
- D. City will reimburse BCWCID2 for the costs of any of BCWCID2's consultations with any consulting engineer relating to the Project road improvements.
- E. Upon completion of each Project road improvement, City shall contact BCWCID2 and schedule a joint inspection of the completed Project road improvements.
- F. BCWCID2 shall remain responsible for repair and maintenance of the Project road improvements for a one year warranty period after initial completion of construction. Provided the road improvement has been constructed in accordance with the requirements of this Agreement and all matters identified at the joint inspection have been corrected, the City shall accept all Project roads

identified as City roads in Exhibit “A” at or prior to expiration of the one year warranty period.

4. BCWCID2 Responsibilities

- A. BCWCID2 will use good faith efforts to complete the Project road improvements identified in Exhibit A, using BCWCID2-provided personnel and equipment.
- B. BCWCID2 will purchase all materials for the Project (subject to reimbursement from City).
- C. BCWCID2 will consult with the City's drainage plan. If needed, BCWCID2 will consult with City's consulting engineer, at City's expense, regarding the impact of the Project on City's drainage plan.

5. Other Agreements Relating to the Project

- A. The Parties shall use commercially reasonable efforts to complete all projects within BCWCID2 Fiscal Year 2024-2025 (October 1, 2024 - September 30, 2025) unless otherwise agreed by the Parties in writing.
- B. Payment to BCWCID2 by the City shall be made within 30 days of receiving an invoice from BCWCID2.
- C. Each Party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
- D. BCWCID2 and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the roads described herein.
- E. This Agreement may be renewed every fiscal year upon written request from City to BCWCID2 and written acceptance by BCWCID2 of said request. The request must include an updated **Exhibit A & B attachments**.

6. Miscellaneous

- A. Notice and Addresses. All notices required hereunder must be given by certified mail or registered mail, addressed to the proper Party, at the following addresses:

To BCWCID2:

BCWCID2
 Attn: Paul Hightower
 General Manager
 112 Corporate Drive

Bastrop, Texas 78602

To City:

City of Bastrop
Attn: Sylvia Carrillo-Trevino
City Manager
1311 Chestnut Street
Bastrop, TX 78602

Either Party may change the address to which notices are to be sent by giving the other Party notice of the new address in the manner provided in this section. Notices shall be deemed to have been received three (3) days after deposit in the mail.

For ease of administration of this contract, a main contact person has been designated for the Parties as follows:

For BCWCID2:

BASTROP COUNTY WCID2
Attn: Tyler Walsh
Project Manager
112 Corporate Drive
Bastrop, Texas 78602

For City:

City of Bastrop
Attn: John Eddleton
Public Works Director for
Streets, Drainage and Cemetery
1311 Chestnut Street
Bastrop, TX 78602

- B. Parties Bound. This Agreement shall be binding upon, and inure to the benefit of, the Parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- C. Prior Agreement Superseded. This Agreement constitutes the sole and only agreement of the Parties regarding their responsibilities to each other concerning the work noted herein on the Project and supersedes any prior understandings or written or oral agreements between the Parties respecting the Project. This

Agreement in no way modifies or supersedes any document executed by the Parties prior to this Agreement which does not involve the Project.

- D. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.
- E. General Waiver by the Parties. The Parties hereby waive and release each other from all claims for loss or damage caused by any act or omission by the other, their respective employees, or agents, in the performance of this Agreement, except for gross negligence and/or willful misconduct, and except as otherwise provided by the Texas law. To the extent authorized by Texas law, BCWCID2 and City agree that each entity is responsible for its own proportionate share of any liability for personal injury or death or property damage arising out of or connected to its own negligent acts or omissions in connection with this Agreement as determined by a court of competent law.
- F. Violation of Law. The Parties shall not violate any federal, state or local laws, regulations or ordinances in the performance of this Agreement.
- G. Enforceability. If any provision of this Agreement proves unlawful or unenforceable by a court having jurisdiction over the Parties or the subject matter, such provision shall be severable from the other provisions of this Agreement, and all remaining provisions shall be fully enforceable.
- H. Governing Law and Place for Performance. This Agreement shall be governed by the laws of Texas, which state shall also be deemed the place where this Agreement was entered into and the place of performance and transaction of business and Parties. In the event of litigation pertaining to the Agreement, the exclusive forum, venue, and place of jurisdiction shall also be the BASTROP COUNTY and the State of Texas unless otherwise agreed in writing by the Parties. The Parties acknowledge that each has had the unfettered opportunity to review, revise and negotiate the terms of this Agreement, and that if in the future there is a dispute as to the meaning of any provision herein, then no such provision shall be construed against the drafter of the Agreement.
- I. Signature Warranty Clause. The signatories to this Agreement represent that they have the authority to execute this agreement on behalf of City and BCWCID2, respectively.
- J. No Waiver of Immunities. Nothing in the Agreement shall be construed to waive any immunity from suit or liability enjoyed by City, BCWCID2, their past or present officers, employees, or agents.

- K. Approval of Governing Bodies. This Agreement has been approved by the governing bodies of BCWCID2 and City.
- L. Assignment. Neither Party may assign their interests in this Agreement except upon receiving the written consent of the other Party.
- M. Termination. This agreement may be terminated by either Party, with or without cause, upon 30 calendar days written notice to the other Party.
- N. Governmental Purpose. Each Party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- O. Commitment of Current Revenues Only. In the event that, during any term hereof, the governing body of any Party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Each of the Parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each Party hereto pursuant to the provisions of Texas Local Government Code Section 271.903.

[Signature page follows.]

EXECUTED TO BE EFFECTIVE this ____ day of _____, 20__.

CITY OF BASTROP

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

**BASTROP COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 2**

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Exhibit "A"
Identification of 2024-2025 Project Roads

ROAD/ROAD SEGMENT	ANTICIPATED CONSTRUCTION TIME FRAME	DESIGNATION AS COUNTY, OR CITY ROAD
Nani Lane		City Road (within city limits)
N. & S. Oahu Ct.		City Road (within city limits)

Exhibit "B"
Current Estimate of Materials for the Project*

Road/Road Segment	Length (feet)	Cost
Nani Ln.	330 Ft.	\$ _____
N. & S. Oahu Ct.	1,420 Ft.	\$ _____

* Note: Costs of fuel shall not be reimbursable under this Agreement.



STAFF REPORT

MEETING DATE: November 18, 2025

TITLE:

Consider and act on Resolution No. R-2025-192, accepting donations to the City of Bastrop Fire Department, from Tractor Supply Company, in the amount of \$500.00; from Bluebonnet Electric Cooperative, in the amount of \$1,000.00.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

Tractor Supply Company and Bluebonnet Electric Cooperative have made donations to the Bastrop Fire Department. These donations will be used to purchase equipment or provide training to the firefighters. Tractor Supply Company has made a donation in the amount of Five Hundred Dollars (\$500.00). Bluebonnet Electric Cooperative has made a donation in the amount of One Thousand Dollars (\$1,000.00). A donation receipt and letter will be provided to both companies for their documentation.

Section 4 of the Employee Handbook states that solicitations and acceptance of gifts are prohibited unless approved by the City Council.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Act on Resolution No. R-2025-192 accepting the donations.

ATTACHMENTS:

- Resolution No. R-2025-192
- Donation Receipt for Tractor Supply Company
- Donation Receipt for Bluebonnet Electric Cooperative

RESOLUTION NO. R-2025-192

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ACCEPTANCE OF A DONATION TO THE CITY OF BASTROP FIRE DEPARTMENT FOR FIVE HUNDRED DOLLARS (\$500.00) FROM TRACTOR SUPPLY COMPANY; AND A DONATION TO THE CITY OF BASTROP FIRE DEPARTMENT FOR ONE THOUSAND DOLLARS (\$1,000.00) FROM BLUEBONNET ELECTRIC COOPERATIVE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City of Bastrop (“City”) has general authority to adopt an ordinance, resolution, or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council has appointed the City Manager as the Chief Administrative Officer of the City, and is responsible for the proper administration of all affairs of the City; and

WHEREAS, the City has received a donation in the amount of \$500.00 from Tractor Supply Company and a donation in the amount of \$1,000.00 from Bluebonnet Electric Cooperative.

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

- Section 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council of the City of Bastrop, Texas, and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.
- Section 2. Execution:** The City Manager is hereby authorized to execute all necessary documents, authorizing the acceptance of the donation from Tractor Supply Company and Bluebonnet Electric Cooperative on behalf of the City.
- Section 4. Repealer:** To the extent reasonably possible, resolutions are to be read together in harmony. However, all resolutions, or parts thereof, that 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 regulated.

Section 5. Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

Section 6. Effective Date: This Resolution 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, its Code of Ordinances, and the laws of the State of Texas.

Section 7. Proper Notice & Meeting: It is hereby officially found and determined that 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 Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

DULY RESOLVED & ADOPTED by the City Council of the City of Bastrop, TX, on this, the 18th day of November 2025.

THE CITY OF BASTROP, TEXAS:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary



APPROVED AS TO FORM:

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

CITY OF BASTROP DONATION RECEIPT

Date: 11/18/2025

Donor Information

Donor's Name: Tractor Supply Company

Donor's Address: _____

Donation Information

Thank you for your donation with a value of Five Hundred Dollars (\$500.00), made to the City of Bastrop.

Donation Description: _____

Representative's Signature _____

Representative's Name _____

Title: _____ Date: _____

CITY OF BASTROP DONATION RECEIPT

Date: 11/18/2025

Donor Information

Donor's Name: Bluebonnet Electric Cooperative

Donor's Address: 155 Electric Ave., Bastrop, Texas 78602

Donation Information

Thank you for your donation with a value of One Thousand Dollars (\$1,000.00), made to the City of Bastrop.

Donation Description: _____

Representative's Signature _____

Representative's Name _____

Title: _____ Date: _____



STAFF REPORT

MEETING DATE: November 18, 2025

TITLE:

Consider and act on Resolution No. R-2025-190, approving a professional services contract with Dial Development Services, Ltd. for a not-to-exceed amount of Sixty-Four Thousand, Eight Hundred Dollars (\$64,800.00) for construction inspection services as part of the Pavement Rehabilitation Project.

AGENDA ITEM SUBMITTED BY:

Submitted by: Andres Rosales, Assistant City Manager

BACKGROUND/HISTORY:

The City of Bastrop has utilized Dial Development Services, Ltd. (DDS) since November, 2021 to assist the City with construction management and inspection services of public infrastructure from private development and capital improvement projects.

The City places a high priority on maintaining its streets, recognizing them as a vital component of the community's infrastructure. In support of this goal, the City entered into a professional services contract with The Goodman Corporation on June 13, 2025, pursuant to Resolution R-2024-76, to provide design and construction phase services for the Pavement Rehabilitation Project ("Project"). Subsequently, on October 14, 2025, City Council passed Resolution No. R-2024-180 awarding a construction contract to Texas Materials Group, LLC. for the Project.

The City received a proposal for \$64,800.00 from DDS on October 21, 2025 for construction inspection services to be provided throughout the duration of the Project's construction phase as provided in Exhibit A. Entering into a contract with DDS will ensure quality assurance/quality control and timely completion of the Project.

FISCAL IMPACT:

Certificate of Obligation Bond Series 2023

RECOMMENDATION:

Approve a professional services contract with Dial Development Services, Ltd. (DDS) to provide construction inspection services for the Pavement Rehabilitation project for a not-to-exceed amount of Sixty-Four Thousand, Eight Hundred Dollars and Zero Cents (\$64,800.00).

ATTACHMENTS:

1. Resolution No. R-2025-190
2. Exhibit A - Professional Services Contract with Dial Development Services, Ltd.

RESOLUTION NO. R-2025-190

A RESOLUTION OF THE CITY OF BASTROP, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DIAL DEVELOPMENT SERVICES, LTD. FOR A NOT TO EXCEED AMOUNT OF SIXTY-FOUR THOUSAND, EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$64,800.00), FOR CONSTRUCTION INSPECTION SERVICES AS PART OF THE PAVEMENT REHABILITATION PROJECT, AS ATTACHED IN EXHIBIT A.

WHEREAS, the City of Bastrop City Council understands the value in managing growth for future generations; and

WHEREAS, the City of Bastrop understands the importance of focusing on providing timely and quality inspection services for capital improvement projects to ensure the approved plans are followed; and

WHEREAS, the City of Bastrop approves the professional services agreement with Dial Development Services for Pavement Rehabilitation inspection services as attached in Exhibit A; and

WHEREAS, the City of Bastrop City Council is unequivocally committed to fiscal sustainability, responsibly managing growth, and taking definitive action toward lasting solutions.

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

Section 1. The City Council hereby authorizes the City Manager to execute a Professional Services Agreement with Dial Development Services, Ltd. (incorporated herein as Exhibit A) for a not to exceed amount of Sixty-Four Thousand, Eight Hundred Dollars and Zero Cents (\$64,800.00).

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, Texas this 18th day of November 2025.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary



APPROVED AS TO FORM:

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

**CITY OF BASTROP
STANDARD CONTRACT FOR GENERAL SERVICES
Over \$50K
(8-16-2021)**

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Dial Development Services, Ltd.**, (the “Engineer/Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Work” or “Project” or “Agnes Street Extension”).

I. General Information and Terms.

Engineer’s/Contractor’s Name and Address:	Dial Development Services, Ltd. P.O. Box 608 Del Valle, Texas 78617 Attn: Robert Dial
General Description of Services:	Quality Assurance Construction Inspection
Maximum Contract Amount:	\$64,800.00
Effective Date:	On the latest of the dates signed by both parties.
Termination Date:	See II.D.

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Standard Contractual Provisions
- III. Additional Terms or Conditions
- IV. Additional Contract Documents
- V. Signatures

II. Standard Contractual Provisions.

A. Contractor’s Services. The Contractor will provide to the City the professional engineering services (“Services”) described in the Scope of Services, Exhibit A-2 attached and incorporated herein to this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the Services provided at intervals of at least 30 days of receipt of Contractor’s invoices, except for the final billing. The City will pay the Contractor within 30 days of receipt of Contractor’s invoices for the Services provided for in this Contract with current revenues available to the City, but all of the City’s

payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City shall have the right to withhold payment, or any part thereof, of any of invoice presented by Contractor until resolution providing reasonable verification of the correctness thereof is reached. The City shall notify the Contractor, in writing, of the disputed amount within thirty (30) days. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The “Notice to Proceed” will not be given nor shall any Services commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to this Contract.

D. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

- (a) On the termination date, if any, specified in the General Information in Part I, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or
- (b) If there is no termination date specified in the General Information in Part I, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City Manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five (5) business days prior to the termination date, but the City will pay the Contractor for all Services rendered in compliance with this Contract up to the date of termination. The City may terminate the Contract anytime if the City does not have available funds pursuant to Texas Government Code Chapter 2251.

(3) If the City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution).

E. Delays. Contractor shall have no damages for delay or hindrance. In the event of delay or hindrance not the fault of Contractor, an extension of time shall be the Contractor’s sole remedy.

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an independent contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2.

The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

G. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

H. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

I. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Bastrop County, Texas.

J. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

K. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

L. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

M. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY, INCLUDING REIMBURSEMENT OF REASONABLE ATTORNEY'S FEES AND COST IN PROPORTION OF CONTRACTOR'S LIABILITY, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT ACT, ERROR, OR WILLFUL MISCONDUCT OF THE CONTRACTOR, ITS

CITY OF BASTROP, GENERAL SERVICES CONTRACT/Page 3

AGENTS, REPRESENTATIVES, EMPLOYEES, OR ANYONE WHOM THE CONTRACTOR IS LEGALLY LIABLE FOR UNDER THIS CONTRACT.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES WHETHER UNDER BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, ENHANCED, TREBLE (OR STATUTORY EQUIVALENT), OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK OR SERVICES PERFORMED OR TO BE PERFORMED HEREUNDER.

N. RELEASE. THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON, AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, OR ALLEGED TO BE CAUSED BY, THE NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT OF CONTRACTOR, ITS AGENTS, REPRESENTATIVES, VOLUNTEERS, EMPLOYEES, OR SUBCONTRACTORS..

O. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

P. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

Q. Documents and Data, Licensing of Intellectual Property, and Copyright. All Work progress and final documents and data produced by Contractor during the term of the Contract shall be and remain the property of the City. For purposes of this Contract, the term "Documents and Data" include any original work (the Work), reports, analyses, plans, drawings, designs, renderings, specifications, notes, summaries, charts, schedules, spreadsheets, calculations, lists, data compilations, documents, or any other material developed and assembled by or on behalf of the City in the performance of this Contract. It also includes any medium in which the Documents and Data are kept, including digitally, magnetically, or electronically. This Contract creates at no cost to the City, a perpetual license for the City to use any picture, video, music, brochure, writing, trademark, logo, or other work created by the Contractor for the use of the City, as a "work made for hire" as defined by federal copyright law. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

S. Disclosure of Interested Persons for Council-Approved Contracts. Contracts that require City Council approval, such as contracts that exceed \$50,000, are subject to the requirements of Section 2252.908, Tex Gov't Code. Under the provisions of this statute:

(1) The City may not enter into a contract with a business entity that requires Council approval unless the business entity submits a disclosure of interested persons at the time the business entity submits a signed contract to the City;

(2) A disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission (Commission), attached and incorporated herein as Exhibit A-1, that includes:

(a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and

(b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

T. Compliance with Laws. The Contractor must comply with the federal, state, and local laws, rules and regulations applicable to the Project and its services under this Contract.

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Section 2270.002, Tex Gov't Code (H.B. 89, as amended by H.B. 793). Specifically, contracts for good and services that:

(1) are between the City and a company with ten (10) or more full-time employees; and

(2) have a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the City.

Under the provisions of this statute, if the above conditions apply the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

If this is a contract to which the verification requirement applies, the City has approved a verification form which must be filled out and signed by the Contractor and submitted to the City at the time of execution of this Contract.

III. Additional Terms or Conditions.

Insurance

At all times this Agreement is in effect, Contractor shall maintain insurance of the types and amounts as those required in Exhibit B-1. All of Contractor's insurance policies in any way relating to the Work, whether or not required by this Agreement and regardless of the enforceability or validity of any of the indemnities or other assumptions of liability by Contractor, shall, to the full coverage limits of all such policies without any limitations based on the minimum requirements set forth above: (a) other than the worker's compensation insurance, name City Group as additional insureds on a broad form basis with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent; (b) provide for waiver of all rights of subrogation against City and the other members of City Group; and (c) be primary and noncontributory as to all other policies (including any deductibles or self-insured retentions) and self-insurance that may provide coverage to any member of City Group, and shall be fully applied and exhausted before application of any applicable indemnity obligations of City or of any applicable insurance coverage provided by City or any other member of City Group.

A. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor including those in Contractor Group, keep full and accurate books and records with respect to all Work performed, and all payments and expenditures in connection with this Agreement. The records to be maintained and retained by Contractor Group shall include, without limitation, (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Project, as well as canceled payroll checks or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores, stock, or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other Third Parties' charges, including, but not limited to, Equipment rental; (d) travel and entertainment documentation, including, but not limited to, employee expense reports and Contractor facility usage reports; and (e) all field tickets or similar documentation evidencing the Work. The City shall have the right at all reasonable times, for a period of five (5) years from the completion of the Work, to audit and inspect such books and records (excluding trade secrets, formulas, confidential data, proprietary information, or processes).

B. Reports of Incidents

Within twenty-four (24) hours upon occurrence, Contractor shall provide in writing to the City notice and details of any accidents or occurrences resulting in injuries to persons, property, or pollution arising in any way arising out of or related to the Work whether done by Contractor or any subcontractor of Contractor or any other member of Contractor Group performing Work pursuant to this Contract. Contractor shall in writing within twenty-four (24) hours of any claim, demand, or suit that may be presented to or served upon it arising out of or as a result of Work.

IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- EXHIBIT A-1: Certificate of Interested Parties (1295 Form)
- EXHIBIT A-2 Scope of Work
- EXHIBIT A-3 House Bill 89 Verification
- EXHIBIT B-1 Requirements for General Services Contract

V. Signatures.

Dial Development Services, Ltd.

CITY OF BASTROP

By: 

By: _____

Printed Name: Robert Dial

Printed Name: Sylvia Carrillo-Trevino, ICMA-CM, CPM

Title: Vice President

Title: City Manager

Date: November 3, 2025

Date: _____

EXHIBIT A-1

Certificate of Interested Persons with Certification of Filing
(Form 1295)

(See Attached)

CERTIFICATE OF INTERESTED PARTIES

FORM 12

Item 5J.

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1383950

Date Filed:
11/02/2025

Date Acknowledged:
11/06/2025

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Dial Development Services, Ltd
Del Valle, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Bastrop

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
DPR_2025_Dial
Owner Representative and Inspection Services - Downtown Paving Rehabilitation Project

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

EXHIBIT A-2

Scope of Services **dated October 21, 2025**

(See Attached)



P.O. Box 608
Del Valle, Texas 78617
(512) 589-3105



October 21, 2025

Mr. Andres Rosales
Engineering Project Manager
The City of Bastrop
P.O. Box 427
1311 Chestnut Street
Bastrop, Texas 78602

**Re: Proposal for Quality Assurance Inspection Services
Downtown Bastrop Paving Rehabilitation Project**

Mr. Rosales,

Dial Development Services, Ltd. is pleased to present this proposal for quality assurance inspection services during the construction of ***“Downtown Bastrop Paving Rehabilitation Project”*** as listed below. The scope of services proposed for this project will include the following:

Construction Inspection and Observation – Visits to the site will be provided on an as needed basis to observe the construction in progress. The site visit will provide an inspection of materials, equipment and construction work for ascertaining that the work is in conformance with the contract documents and the plans. The Inspectors are expected to know how to read and interpret plans and specifications and be able to evaluate work performed by contractor and compare it to the contracts’ documents.

Reports – Construction activities inspected will be summarized in a daily report for its respective inspection. The daily reports will assist our staff as well as the design team in troubleshooting problems and will serve as a comprehensive report of all issues encountered on the project and how they were corrected. Photo documentation will also be kept and available as part of the project documentation. Documentation will be uploaded to the City of Bastrop’s MyGov system.

Construction Materials Testing – We will witness all necessary QC testing and insure that testing meets specifications or provide corrective action recommendations prior to proceeding with work when testing does not meet specifications.

Construction Phase Project Meetings – We will attend and maintain active involvement in any and all meetings related to the above referenced project activities during construction, as required. This includes pre-construction meetings, on-site troubleshooting meetings, substantial completion and final walkthroughs, including developing any punch lists and any other necessary construction related meetings as they arise.

Project Documentation – As described, copies of all relevant project documentation such as reports and photographs will be kept and compiled. Documentation will be uploaded to the City of Bastrop’s OneDrive system. Review operating and maintenance manuals; and ensure City received all required documentation prior to the Substantial Walkthroughs, and closeout of any project. Coordinate with project contractor/engineer’s inspector, whichever is appropriate, on redlines for record drawings. Compare as built against redlines and request changes/adjustments where needed.

Construction Deficiencies – If construction deficiencies are noted during daily inspections, we will review the deficiencies and attempt to resolve the issues immediately with the contractor. Issues that cannot be resolved immediately will be discussed with the City Engineer, Director of Engineering and Capital Project Management, project owner or engineer and we will advise the owner or engineer of our opinion regarding the deficiency and the appropriate action.

Coordination of Stakeholders – As with all of our projects, Dial Development Services, Ltd. will make every attempt to include all of the project stakeholders in any given aspect of the project, as necessary. This serves to limit the number of possible issues that can arise during the project and keeps all parties current and fully informed of project progress and helps to identify potential issues that could arise. Coordinate with City Engineer and/or other contracted engineers, as well as project engineers, on a weekly basis or as needed, and provide any concerns to the Engineering and Capital Project Management Department. The Inspector shall not interact with public or reporters, but re-direct them to contact the Engineering and Capital Project Management Department.

Personnel and Equipment – Dial Development Services, Ltd. staff is highly experienced in construction inspection and management with over 100 years of combined experience. From standard specifications to community relations, we are seasoned in dealing with any issues that may arise during a project. Our staff has all of the necessary equipment to perform their job tasks in a safe, efficient and timely manner including but not limited to: industry standard personal protective equipment, various measurement devices pertinent to the project, and industry standard reporting materials. Key personnel resumes are available upon request.

Primary Points of Contact:

Robert Dial, R.A.S. #1379
(512) 589-3105
rdial@dldialassociates.com

David Dial
(512) 784-4546
ddial@dldialassociates.com

Fee Schedule:

Item 5J.

Based on the scope of the work activities included and the current information provided, it appears that the project duration for this project will be approximately 24 weeks, with work activities likely to occur 5 days per week or approximately 120 total working days. The scope of services described will require approximately 5.0 hours per day on average for the duration of the project rates of:

\$120.00/hour – Manager/Lead Inspector

\$105.00/hour – Staff Inspector

Total Proposed Project Budget: \$64,800.00

The above project budgets include the scope of services described in this proposal for the “**Downtown Bastrop Paving Rehabilitation Project**” as listed in the “Proposed Project Budgets and Fee Schedule”. These proposed budgets cover the timeframe until the projects listed are fully completed and accepted for maintenance.

Future potential projects shall be considered on an individual project by project basis. Dial Development Services, Ltd. proposes to do a cursory review of each new set of plans provided by the City of Bastrop on projects that the City of Bastrop is considering using our services. We will review proposed schedules, discuss the project with the engineer, and determine as much information as possible to provide a total project budget that includes the standard scope of services at the provided hourly rate. The budget will be a Not to Exceed (NTE) total with any changes to the total budget to be approved through supplement agreements that include justifications for the budget increase. *The proposed project budget is not a lump sum. Services will be billed out at the proposed hourly rates against the budget until the project is completed. If the budget is set to run out on a project, a supplemental agreement will be submitted requesting additional funds and describe the reason(s) for the request.*

Exclusions:

- Inspection of work occurring outside of normal working hours as defined in the contract agreement such as weekend work, city holidays, or night work. *Inspections required on weekends, official holidays, or nights will be invoiced separately at 1.5 times the standard rate listed above.*
- Comprehensive Plan Review Services are not included in the scope of services provided in this proposal and shall be provided by executing separate agreements for such services.
- Additional time required on the project due to circumstances outside of our control, such as scheduling impacts, design conflicts, and significant changes to the project scope and/or duration will be performed at an additional cost to the proposed budget. Budget increases shall be executed via supplemental agreements to the original agreements that describe the reason(s) for the budget increase.
- Project Safety, SWPPP, Site Security, Public Access, and Traffic Control requirements are the sole responsibility of the contractor awarded the project and are not included in the scope of services provided in this proposal. A good faith effort will always be made to notify the contractor of any deficiencies.
- Submittal, RFI, and RFD reviews shall be performed by the design engineer or the City of Bastrop Engineering Department. We will always make a good faith effort to highlight submittals that do not meet The City of Bastrop standards and specifications.

Please feel free to contact us if you have any questions or concerns regarding this proposal. We appreciate the opportunity to provide this valuable service and look forward to a successful partnership throughout the duration of this project and beyond.

Sincerely,

Dial Development Services, Ltd.

Accepted: **City of Bastrop**

By: DL Dial & Associates LC, General Partner

By: _____

By:  _____
Robert M. Dial, Vice President

Title: City Manager

EXHIBIT A-3

House Bill 89 Verification

(See Attached)

House Bill 89 Verification Form

I, Robert Dial (printed person's name), the undersigned representative of (Company or Business name) Dial Development Services, Ltd. (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

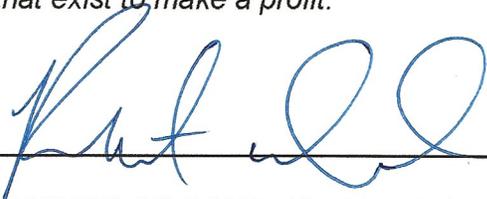
Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

11/05/2025

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 05 day of November, 2025, personally appeared Robert Dial, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



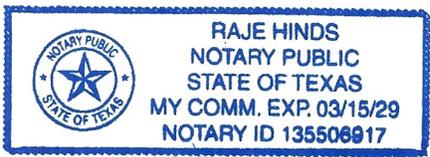


EXHIBIT B-1
REQUIREMENTS FOR GENERAL SERVICES CONTRACT

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City, including any delay periods. If the Project is not finalized and the insurance expires, Contractor is obligated to extend the insurance coverage. Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of Bastrop accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A.** The City of Bastrop shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B.** A waiver of subrogation in favor of The City of Bastrop shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C.** All insurance policies shall be endorsed to the effect that The City of Bastrop will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D.** All insurance policies, which name The City of Bastrop as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E.** **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F.** All insurance policies shall be endorsed to require the insurer to immediately notify The City of Bastrop of any material change in the insurance coverage.
- G.** All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- H.** Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I.** Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Bastrop.
- J.** Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K.** All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2016/03) Coverage must be written on an occurrence form.
- L.** Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M.** Upon request, Contractor shall furnish The City of Bastrop with certified copies of all insurance policies.
- N.** A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Bastrop within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Bastrop, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Bastrop. The certificate of insurance and endorsements shall be sent to:

**City of Bastrop
Engineering and Capital Project Management Department
1311 Chestnut Street
Bastrop, TX 78602**

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

- Workers' Compensation Statutory limits, State of TX.
- Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

Commercial General Liability:

Very High/High Risk **Medium Risk**

Low Risk

	Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000		\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000		\$1,000,000	\$600,000
General Aggregate	\$2,000,000		\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000		\$500,000	\$300,000
XCU	\$2,000,000		\$500,000	\$300,000

Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

Very High/ High Risk **Medium Risk** **Low Risk**

Combined Single Limits	Combined Single Limits	Combined Single Limits
\$1,000,000 Bodily	\$500,000 Bodily	\$300,000 Bodily

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)

\$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: **not required**

Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**

Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**

Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**

Contract value above \$15,000,000: **\$20,000,000 is required**

Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Bastrop) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Bastrop)

\$1,000,000 each occurrence

\$2,000,000 aggregate

Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.



STAFF REPORT

MEETING DATE: November 18th, 2025

TITLE:

Consider and act on Resolution No. R-2025-191, approving a permit request to the Texas Department of Transportation (TXDOT) for the closure of Chestnut Street for the 2026 Mardi Gras Parade.

AGENDA ITEM SUBMITTED BY:

Submitted by: Marco Olivares, Special Events Coordinator

BACKGROUND/HISTORY:

The Bastrop Mardi Gras Parade has become a popular annual community celebration that contributes to the City's vibrant cultural offerings. In previous years, the parade followed a shorter route that did not cross Chestnut Street. For the 2026 parade, scheduled for January 31, the route has been expanded to cross Chestnut in order to enhance the parade experience, create a more vibrant and grand celebration, and restore the excitement of utilizing the traditional parade route.

Because of this expanded route, the temporary closure of Chestnut Street, also designated as Loop 150, is required. Chestnut Street is owned and maintained by the Texas Department of Transportation (TxDOT), and any temporary closure must be approved through a TxDOT permit. As part of the permit process, TxDOT requires a formal resolution from the Bastrop City Council authorizing the request for the temporary closure of Chestnut Street for the duration of the event.

RECOMMENDATION:

Recommend approval of Resolution No. R- 2025-191.

ATTACHMENTS:

1. Resolution No R-2025-191
2. Parade Route TCP
3. 20256 Mardi Gras Parade map

RESOLUTION NO. R-2025-191

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE APPLICATION OF A PERMIT TO THE TEXAS DEPARTMENT OF TRANSPORTION (TXDOT) FOR THE CLOSURE OF CHESTNUT STREET AT MAIN STREET FOR THE 2026 MARDI GRAS PARADE; PROVIDING FOR A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bastrop recognizes the importance of ensuring the safety of parade participants, spectators, and the traveling public; and

WHEREAS, the City Council acknowledges that providing enhanced quality-of-life services—such as special events and parades—must be conducted in a safe and effective manner, and finds that the 2026 Mardi Gras Parade serves a valid public purpose, thereby authorizing the City of Bastrop to enter into the required agreement with the State of Texas; and

WHEREAS, the 2026 Mardi Gras Parade will take place within the incorporated limits of the City of Bastrop; and

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

Section 1. That the City Manager is hereby authorized to enter into an agreement with TxDOT requesting a permit for the closure of Chestnut Street on January 31, 2026, for the 2026 Mardi Gras Parade event.

Section 2. The City of Bastrop’s traffic control plan, attached hereto as Exhibit A, is approved and shall be implemented to protect the safety of the general public during the 2026 Mardi Gras Parade, which serves a legitimate public purpose.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 18th day of November 2025.

APPROVED:

Ishmael Harris, Mayor

ATTEST:

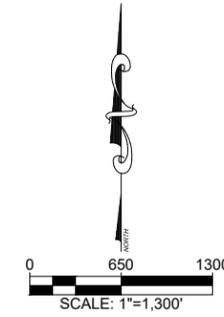
Michael Muscarello, City Secretary

APPROVED AS TO FORM:

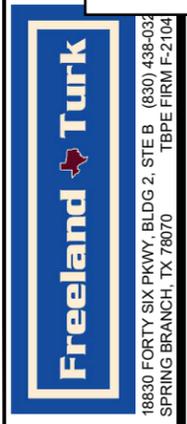
City Attorney

CITY OF BASTROP

SPECIAL SMALL EVENT/PARADE ROUTE



Item 5K.



CITY OF BASTROP
SPECIAL SMALL EVENT/PARADE ROUTE
COVER SHEET

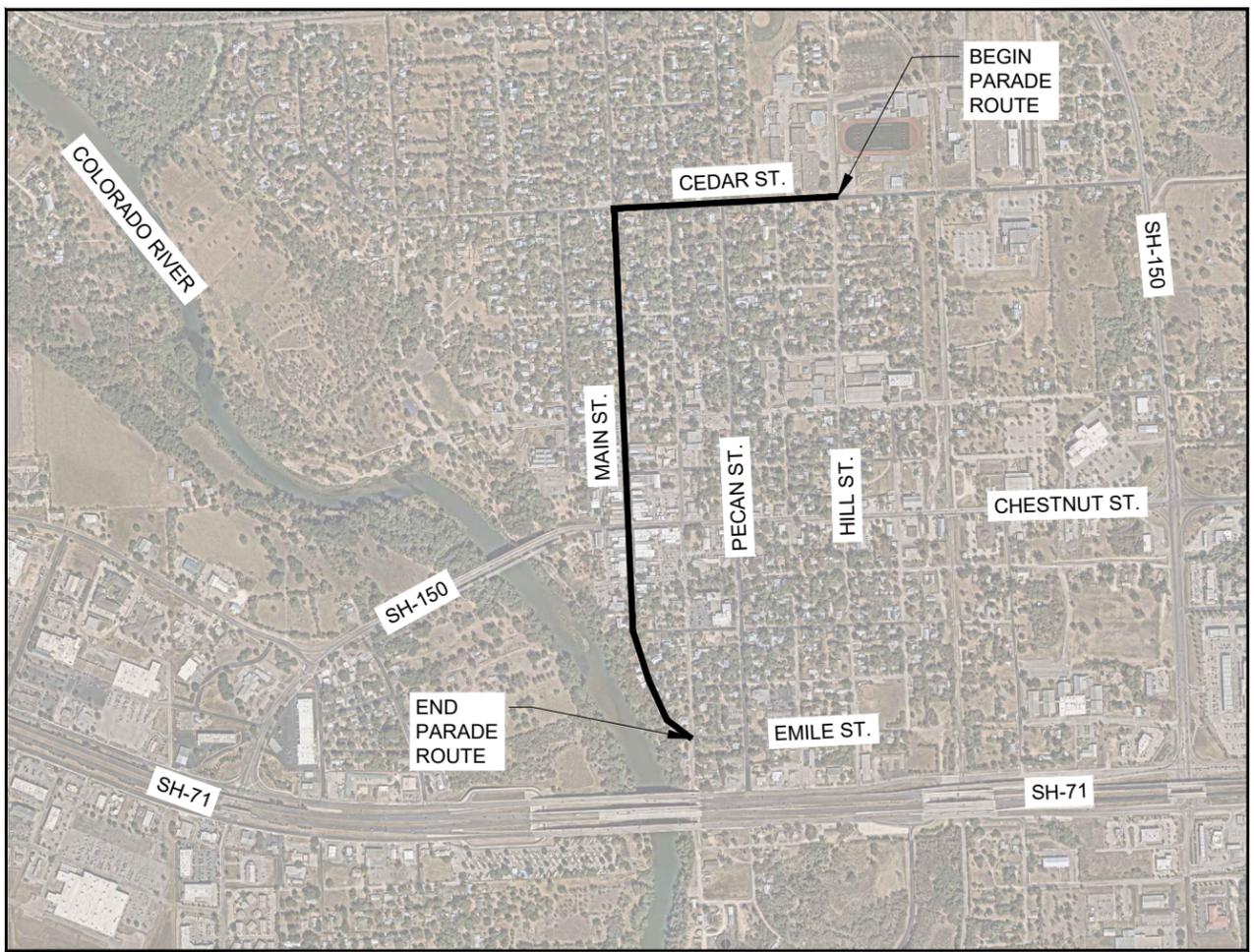
JOB: 156-100-34
DATE: 8/8/2025
DRAWN: TN PM: MN
DESIGN: DM:
PEER: OTHER:

REVISIONS:	
DELTA	DESCRIPTION

SHEET:
C0.00 144

Sheet List Table

Sheet Number	Sheet Title
C0.00	COVER SHEET
C0.01	TEMPORARY TRAFFIC CONTROL PLAN NOTES
C0.02	BARRICADE SUMMARY TABLES
C1.00	TEMPORARY TRAFFIC CONTROL PLAN OVERALL LAYOUT
C1.01	TEMPORARY TRAFFIC CONTROL PLANS DETOUR PLANS
C2.00	TEMPORARY TRAFFIC CONTROL PLANS DETAILS (SHEET 1 OF 2)
C2.01	TEMPORARY TRAFFIC CONTROL PLANS DETAILS (SHEET 2 OF 2)



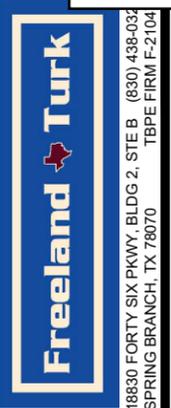
Date: Aug 11, 2025, 7:41am User ID: shepp File: Z:\ENG - PRD\156 - City of Bastrop\100 - Plan Review Services\34 - Parade Route TCP Update - CAD.dwg | 156_100_34_CVR-001.dwg

RIGHT OF WAY MANAGEMENT STANDARD NOTES (REVISED 02/13/2025)

THE FOLLOWING NOTES HAVE BEEN ADAPTED FROM THE CITY OF AUSTIN AND MODIFIED TO COMPLY WITH THE CITY OF BASTROP.

1. CONTRACTOR SHALL HAVE AN APPROVED RIGHT-OF-WAY (ROW) PERMIT AND TRAFFIC CONTROL PLAN (TCP) IN ELECTRONIC OR PAPER FORMAT ON SITE AT ALL TIMES WHEN WORKING IN THE ROW.
2. CONTRACTOR SHALL PROVIDE ADVANCED NOTIFICATION PER THE LATEST TRANSPORTATION CRITERIA MANUAL (TCM) SECTION 8.4.0 – WORK ZONES:
 - a. THE CITY OF BASTROP MUST BE NOTIFIED A MINIMUM OF THREE (3) DAYS PRIOR TO ANY PLANNED CLOSURES, INCLUDING ANY SIDEWALK, BIKE LANES, AND ALLEYS
 - b. ANY PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) MUST BE SETUP AT LEAST TWO (2) WEEKS PRIOR TO THE CLOSURE
 - c. CONSTRUCTION NOTICES, DOOR-HANGERS AND/OR MAILINGS MUST BE PROVIDED AT LEAST TWO (2) WEEKS PRIOR TO COMMENCEMENT OF WORK
 - d. CLOSURES OF ANY EXISTING DRIVEWAYS MUST BE AVOIDED. WHEN ACCESS CANNOT BE MAINTAINED, A MINIMUM 7 DAYS OF ADVANCED NOTIFICATION TO THE PROPERTY OWNER IS REQUIRED, AND 14 DAYS ADVANCED NOTIFICATION FOR EMERGENCY SERVICE FACILITIES (SUCH AS FIRE STATIONS, HOSPITALS, AND POLICE STATIONS) ALONG WITH THE APPROVAL FROM THE ROW DIVISION OF TPW.
 - e. IF EXISTING HOUSE OF WORSHIP IS WITHIN THE TEMPORARY TRAFFIC CONTROL OR DETOUR AREA, THE CONTRACTOR SHALL COORDINATE TO AVOID WORK DURING SERVICE HOURS.
 - f. IF CLOSURE AND/OR DETOUR EXTENDS TO AN ADJACENT JURISDICTION OR PRIVATELY OWNED ROADWAY, THEN CONTRACTOR SHALL FOLLOW REQUIREMENTS OF THE MAINTENANCE AGENCY.
3. UNLESS OTHERWISE APPROVED BY THE CITY OF BASTROP:
 - a. ONLY ONE PHASE OF A TCP MAY BE SET AT ANY ONE TIME
 - b. INITIAL SETUPS AND PHASE CHANGES SHOULD NOT EXTEND INTO HOURS WHERE WORK ACTIVITIES ARE PROHIBITED
 - c. LONG-TERM SETUPS SHOULD OCCUR DURING LOW-VOLUME TRAFFIC HOURS, SUCH AS WEEKENDS
 - d. FULL CLOSURES ARE GENERALLY PROHIBITED MONDAY THROUGH FRIDAY
4. IF POLICE OFFICERS EMPLOYED BY AGENCIES OTHER THAN THE CITY OF BASTROP WILL BE USED TO ASSIST IN DIRECTING TRAFFIC, THE APPLICANT MUST NOTIFY THE CITY OF BASTROP AT LEAST THREE (3) DAYS PRIOR TO WORK WITH THE NAME(S) AND AGENCY OF THE POLICE OFFICERS TO BE EMPLOYED, ALONG WITH THE DATE, TIME, AND LOCATION WHERE THE OFFICER(S) WILL BE WORKING.
5. PEDESTRIAN ROUTES IN AND AROUND THE WORK ZONE, INCLUDING CONSTRUCTION ENTRANCES, TEMPORARY WALKING PATHS, BYPASSES, COVERED WALKWAYS, AND DETOURS THROUGHOUT THE PROJECT, MUST REMAIN ACCESSIBLE AND SHALL INCLUDE ACCESSIBILITY FEATURES CONSISTENT WITH THE FEATURES PRESENT IN THE EXISTING PEDESTRIAN FACILITY. SIDEWALKS SHOULD NOT BE CLOSED FOR PERIODS OF MORE THAN 14 DAYS, UNLESS OTHERWISE APPROVED BY THE CITY OF BASTROP.
6. ALL APPLICABLE SAFEGUARDS SHALL BE IN PLACE PER CHAPTER 33 OF THE INTERNATIONAL BUILDING CODE, WHICH INCLUDES PEDESTRIAN PROTECTIONS PER SECTION 3306.
7. "CONSTRUCTION ENTRANCE AHEAD" SIGNS MUST BE PLACED AT ALL APPROACHES TO CONSTRUCTION ENTRANCES, UNLESS OTHERWISE SHOWN ON THE REVIEWED TCP.
8. ALL TRAFFIC CONTROL DEVICES INCLUDING PROTECTIVE BARRIERS MUST BE CRASHWORTHY AND INSTALLED ACCORDING TO THE MANUFACTURER'S GUIDELINES. FOR A PRODUCT LIST OF CRASHWORTHY TRAFFIC CONTROL DEVICES, SEE TXDOT'S "COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICE" LIST. CRASHWORTHINESS SHALL BE DETERMINED PER AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIAL'S (AASHTO) MANUAL FOR ASSESSING SAFETY HARDWARE (MASH) TESTING REQUIREMENTS.
9. OVERNIGHT PROTECTION OF WORK ZONES AND STORAGE OF MATERIAL/EQUIPMENT SHALL BE ACCORDING TO COA STANDARD DETAIL 804S-4.
10. THE NAME OF THE BARRICADE CONTRACTOR SHALL BE SHOWN ON THE NON-REFLECTIVE SURFACE OF ALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH COA STANDARD DETAIL 804S-5.
11. THE CITY'S TRAFFIC ENGINEER OR INSPECTOR MAY MAKE OR REQUIRE FIELD ADJUSTMENTS TO ADDRESS ISSUES OF SAFETY AND MOBILITY. ADDITIONALLY, ANY TRAFFIC CONTROL DEFICIENCIES MUST ALSO BE ADDRESSED PER THE TIMELINE PROVIDED BY THE ROW DIVISION OF TPW. VIOLATIONS WILL BE SUBJECT TO PENALTIES AS PROVIDED BY LAW.
12. IF EXISTING SIGNALIZED INTERSECTIONS ARE WITHIN THE TEMPORARY TRAFFIC CONTROL AREA, THE CONTRACTOR SHALL CONTACT THE CITY OF BASTROP TWO (2) WEEKS PRIOR TO SETTING UP ANY TRAFFIC CONTROL DEVICES. CONTRACTOR SHALL CONTACT THE CITY OF BASTROP ONE (1) DAY PRIOR TO TRAFFIC CONTROL DEPLOYMENT AND/OR FOR ANY ANY PHASE CHANGES.
13. THE RIGHT OF WAY SHALL BE RETURNED TO FULL USE AT THE END OF THE APPROVED WORK HOURS.
14. CONTRACTORS SHALL ADHERE TO ALL ROW SPECIAL EVENT ACTIVITY RESTRICTIONS, AS PER THE LATEST CITY OF AUSTIN MOBILITY GUIDELINES (MG-08). PROJECTS ARE REQUIRED TO SUBMIT A SPECIAL EVENT PERMIT APPLICATION TO THE CITY OF BASTROP AND AN APPLICATION FOR USE OF BASTROP COUNTY RIGHT OF WAY TO BASTROP COUNTY. THESE APPLICATIONS FOR PERMITTING MUST BE SUBMITTED NO LATER THAN SEVEN (7) DAYS PRIOR TO THE PROPOSED EVENT USING THE RESPECTIVE APPLICATION FORMS LOCATED ONLINE.
15. PRIOR TO THE TRAFFIC CONTROL ESTABLISHMENT FOR FULL ROAD CLOSURES, CONTRA-FLOW, AND/OR LONG-TERM STATIONARY PROJECTS, CONTRACTOR MUST CONTACT THE CITY OF BASTROP TWO (2) WEEKS PRIOR TO SETTING THE TRAFFIC CONTROL DEVICES.
16. BARRICADING AND TRAFFIC CONTROL DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL CONFORM TO THE LATEST EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES." THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF SUBMITTAL WHETHER OR NOT THE PLAN HAS BEEN REVIEWED FOR CODE COMPLIANCE BY CITY STAFF.

Item 5K.



18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-0322
SPRING BRANCH, TX 78070
TBPE FIRM F-2104

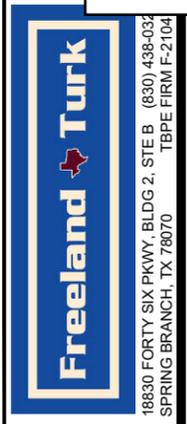


CITY OF BASTROP
SPECIAL SMALL EVENT / PARADE ROUTE
TEMPORARY TRAFFIC CONTROL PLAN NOTES

JOB: 156-100-34
DATE: 8/8/2025
DRAWN: TN PM: MN
DESIGN: DM:
PEER: OTHER:

REVISIONS:	
DELTA	DESCRIPTION

SHEET:
C0.01 145



CITY OF BASTROP
 SPECIAL SMALL EVENT / PARADE ROUTE
 TEMPORARY TRAFFIC CONTROL PLAN NOTES

JOB: 156-100-34
 DATE: 8/8/2025
 DRAWN: TN
 DESIGN: DM
 PEER: OTHER:

REVISIONS:	
DELTA	DESCRIPTION

STREETS

CLASSIFICATION	STREET	FROM STREET	TO STREET	PLANNED IMPROVEMENTS	TRAFFIC CONTROL DETAIL; PLAN SHEET	*ALLOWED BARRICADING TIMES*	DURATION	COMMENTS
COLLECTOR	HILL STREET	EMILE STREET	CEDAR STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	CEDAR STREET	HILL STREET	MAIN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	MAIN STREET	CEDAR STREET	EMILE ST	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	EMILE ST	MAIN STREET	HILL STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS

INTERSECTIONS

CLASSIFICATION	PROTECTION	STREET INTERSECTION	PLANNED IMPROVEMENTS	TRAFFIC CONTROL DETAIL; PLAN SHEET	*ALLOWED BARRICADING TIMES*	DURATION	COMMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND CEDAR STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND BUTTWOOD STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND BEECH STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND FARM STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND SPRING STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND CHESTNUT STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND PINE STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND WALNUT STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND AUSTIN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND CEDAR STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND BUTTWOOD STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND BEECH STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND FARM STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND SPRING STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND CHESTNUT STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND PINE STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND WALNUT STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	MAIN STREET AND AUSTIN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	CEDAR STREET AND WATER STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND PECAN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND JEFFERSON STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	EMILE STREET AND WATER STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	HILL STREET AND PECAN STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	EMILE STREET AND JEFFERSON STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS
COLLECTOR	NOT PROTECTED	EMILE STREET AND BUTTWOOD STREET	PARADE ROUTE	C1.00	9 a.m. - 9 p.m. M-F 7 a.m. - 9 p.m. WEEKENDS	1-DAY	SET UP THROUGH CITY DEPARTMENTS

STREETS - POSTED SPEEDS

STREET NAME	POSTED SPEED (MPH)
MARTIN LUTHER KING DRIVE	30
FAYETTE STREET	25
HAYSEL STREET	25
HILL STREET	30
JEFFERSON STREET	25
PECAN STREET	30
WATER STREET	30
MAIN STREET	30
CHURCH STREET	30
WILSON STREET	30
ELM STREET	30
CYPRESS STREET	30
CEDAR STREET	30
BUTTWOOD STREET	25
BEECH STREET	30
FARM STREET	30
SPRING STREET	30
CHESTNUT STREET/LOOP 150	30
PINE STREET	30
WALNUT STREET	30
AUSTIN STREET	30
EMILE STREET	30
STATE HIGHWAY 71/21	65

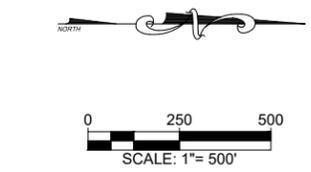
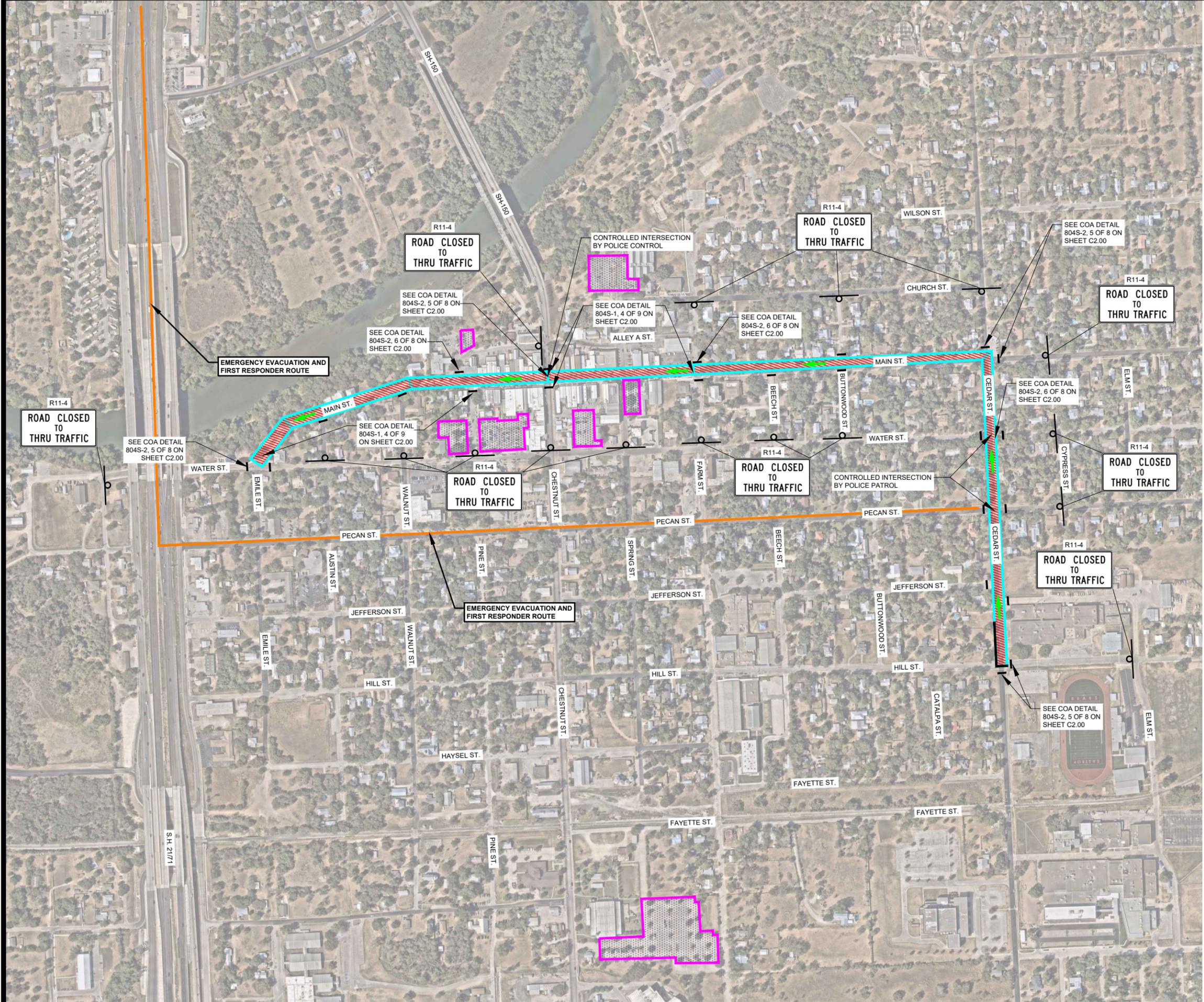
NOTE: SPEED LIMITS ARE INCLUDED FOR REFERENCE, THESE SHALL BE CONFIRMED AS NEEDED FOR TRAFFIC CONTROL PURPOSES.



CITY OF BASTROP
SPECIAL SMALL EVENT / PARADE ROUTE
TEMPORARY TRAFFIC CONTROL
PLAN OVERALL LAYOUT

JOB: 156-100-34
DATE: 8/8/2025
DRAWN: TN PM: MN
DESIGN: DM:
PEER: OTHER:

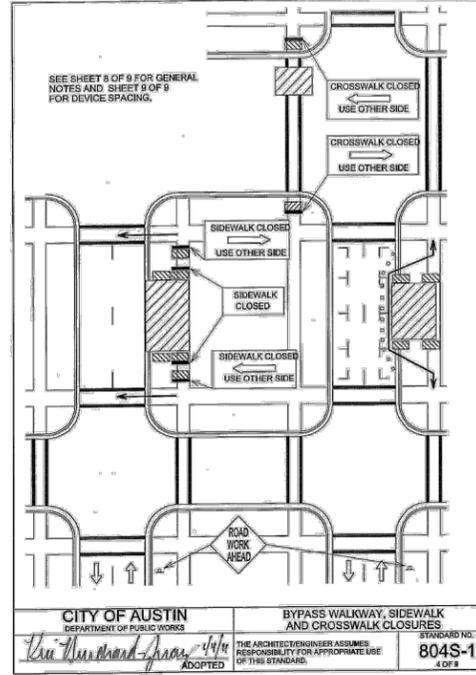
REVISIONS:	
DELTA	DESCRIPTION



- TRAFFIC CONTROL LEGEND**
- PARKING AREAS
 - WORK (PARADE ROUTE) AREA
 - EMERGENCY EVACUATION AND FIRST RESPONDER ROUTE
 - TYPE III BARRICADE
 - DIRECTION OF PARADE TRAFFIC
 - SIGN LOCATION

- NOTES:**
- 1) THIS PLAN IS FOR THE SETUP OF TRAFFIC CONTROLS NECESSARY TO FACILITATE A PARADE ROUTE/SPECIAL EVENT ALONG THE HIGHLIGHTED PATH SHOWN.
 - 2) TEMPORARY TRAFFIC CONTROLS AND THE DETAILS REFERENCED IN THIS PLAN SHALL BE SET UP 24-HOURS BEFORE THE PARADE COMMENCES.
 - 3) THE ANTICIPATED DURATION FOR THE PARADE IS 1-DAY. THE TRAFFIC CONTROLS SHALL REMAIN IN PLACE UNTIL TEMPORARY PARKING FOR THE PARADE ROUTE AND THE PARADE FLOATS, VEHICLES, PROPS AND SPECIAL EVENT PERSONNEL HAVE BEEN SAFELY CLEARED FROM THE EVENT SITE.
 - 4) NO LESS THAN 2 POLICE PATROL UNITS SHALL BE LOCATED ON SITE (IN AREAS DESIGNATED), IN ORDER TO CONDUCT EMERGENCY VEHICULAR INGRESS OR EGRESS FOR VEHICLES NEEDING TO CROSS OVER THE PARADE ROUTE.
 - 5) PECAN STREET AND CHESTNUT STREET (SH-150) SHALL HAVE POLICE-ENFORCED AND CONTROLLED EMERGENCY ACCESS AT ALL TIMES DURING THE PARADE ACTIVITIES. FOR THIS EVENT, PECAN STREET PROVIDES THE MOST EFFICIENT ACCESS TO ASCENSION SETON BASTROP HOSPITAL. SHOULD EMERGENCY OR POTENTIALLY LIFE-THREATENING MEDICAL EMERGENCY SERVICES BE NEEDED DURING THE PARADE.
 - 6) ADA-COMPLIANT PATHWAYS TO ADDRESS PEDESTRIAN CONSIDERATIONS, SHALL BE ACCESSIBLE AT ALL TIMES DURING THE PARADE ACTIVITIES. AREAS WHERE SIDEWALK/CROSSWALK CLOSURES ARE NEEDED, SHALL EMPLOY DETAIL 804S-1, 4 OF 9 AS APPLICABLE.
 - 7) FOR TYPICAL SINGLE DIRECTION STREET DETOUR SETUPS, REFER TO DETAIL 804S-2, 5 OF 8.
 - 8) FOR TYPICAL BLOCK CLOSURE SETUPS WITH STREET DETOUR SETUPS IN BOTH DIRECTIONS, REFER TO DETAIL 804S-2, 6 OF 8.
 - 9) TO AVOID DUPLICATE SIGNAGE, THE CITY OF BASTROP MAY OMIT SIGNS IN THIS SETUP IF ALREADY IN PLACE BY EXISTING CONSTRUCTION SITES. CONVERSELY, EXISTING SIGNS THAT CONFLICT WITH THE TEMPORARY PARADE ROUTE SETUP MAY BE COVERED IF APPROPRIATE.

Date: Aug 11, 2025, 7:42am User ID: shepp File: Z:\ENC - PHD\156 - City of Bastrop\100 - Plan Review Services\34 - Parade Route TCP Update - CAD.dwg | 156_100_34_TCP_001.dwg

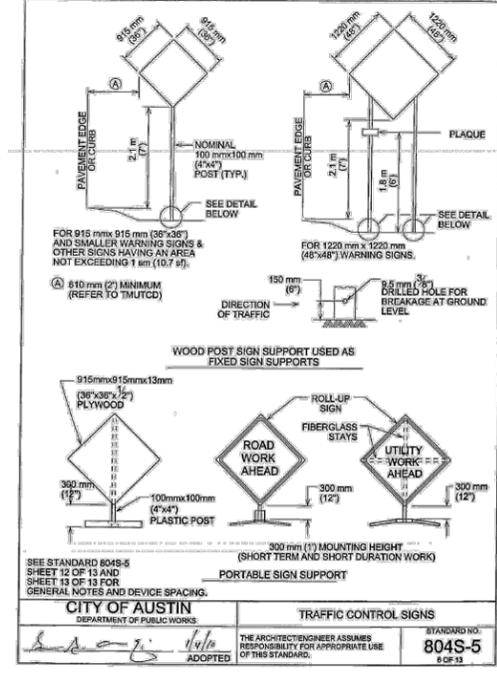
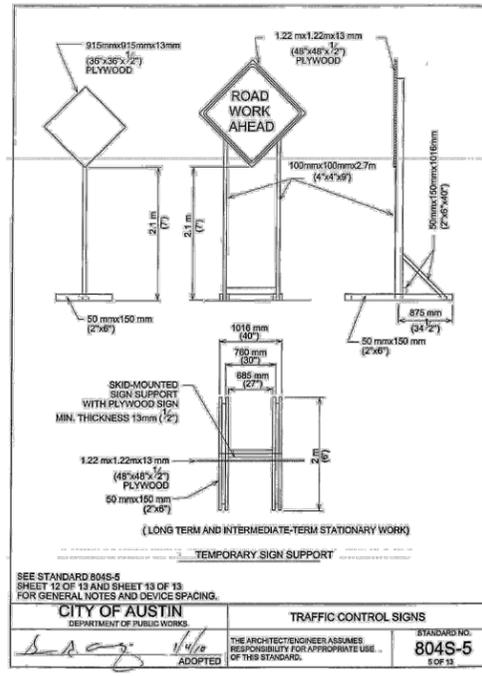
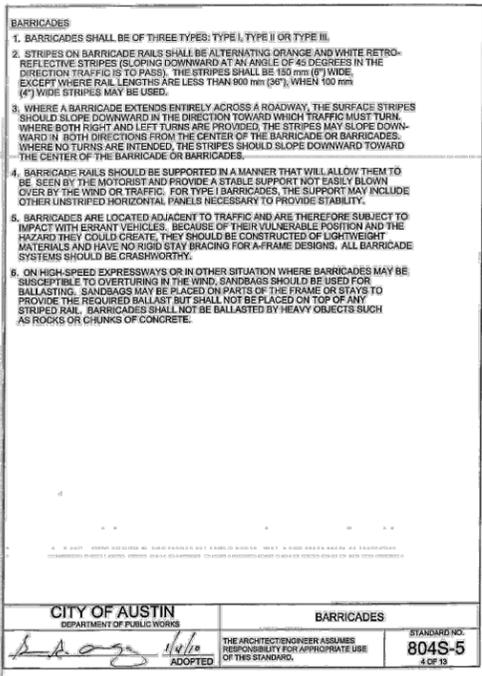
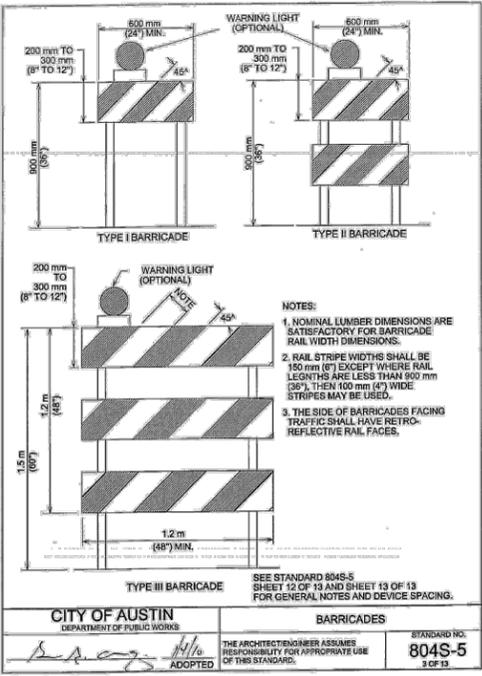
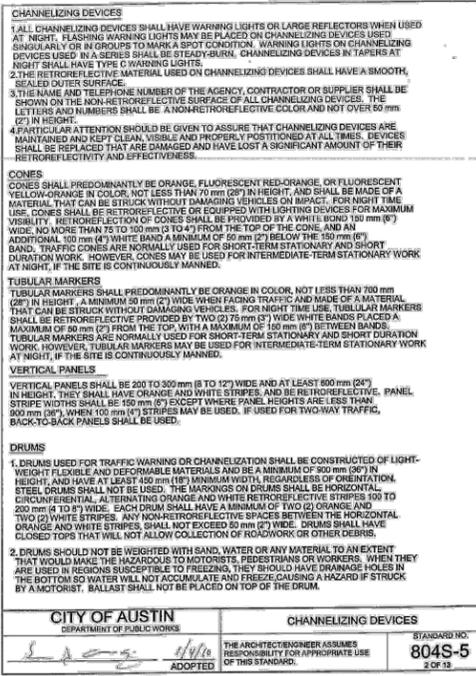
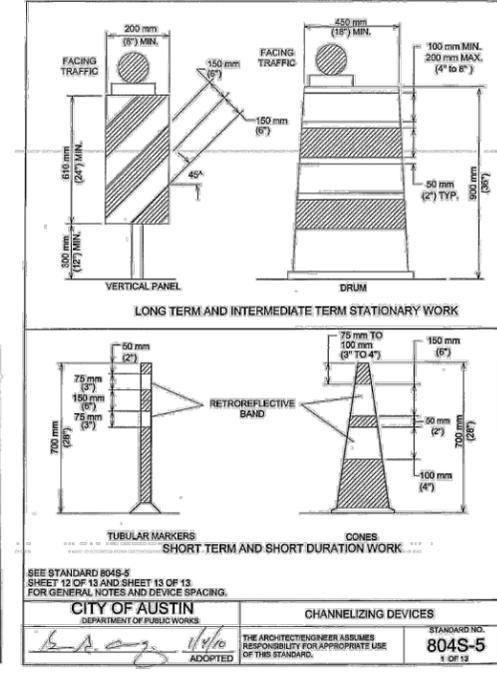
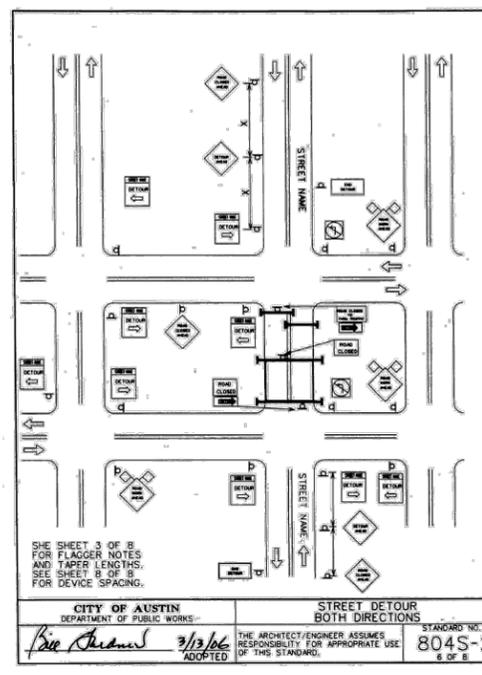
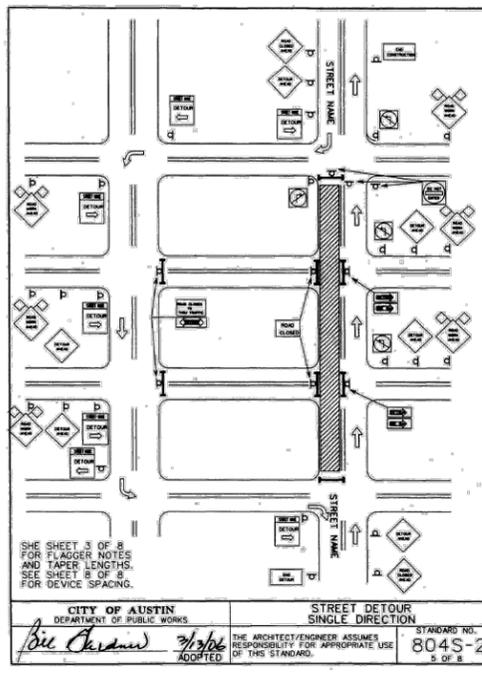


Typical Transition Lengths and Suggested Maximum Spacing of Devices

Speed KMPH	Posted Speed MPH	Formula	3.0(10) Offset Meters (Feet)	3.3(11) Offset Meters (Feet)	3.0(12) Offset Meters (Feet)	On a taper Meters (Feet)	On a tangent Meters (Feet)	Suggested Sign Spacing Meters (Feet)
50	30	L=WS ² /60	45 (150)	50 (165)	75 (240)	10 (30)	18-20 (60-75)	40 (130)
55	35		65 (210)	75 (245)	100 (330)	15 (45)	20-25 (60-90)	50 (160)
65	40		80 (265)	90 (295)	120 (390)	20 (60)	25-30 (75-100)	75 (240)
70	45	L=WS	135 (440)	150 (495)	180 (590)	15 (45)	30-35 (90-110)	100 (330)
80	50		150 (495)	165 (540)	200 (660)	15 (45)	30-35 (90-110)	120 (400)
90	55		165 (540)	180 (590)	220 (720)	15 (45)	35-40 (110-140)	150 (500)
95	60	L=WS	180 (590)	200 (660)	220 (720)	15 (45)	40-45 (120-150)	180 (600)
105	65		195 (640)	215 (705)	235 (770)	15 (45)	40-50 (120-150)	210 (700)
115	70		215 (700)	235 (770)	255 (840)	15 (45)	45-55 (140-175)	240 (800)

LEGEND:
□ Channelizing devices
▲ Trailer mounted flashing arrow board
○ Flagger

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS
DEVICE SPACING
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.
STANDARD NO. 804S-1
9 OF 9



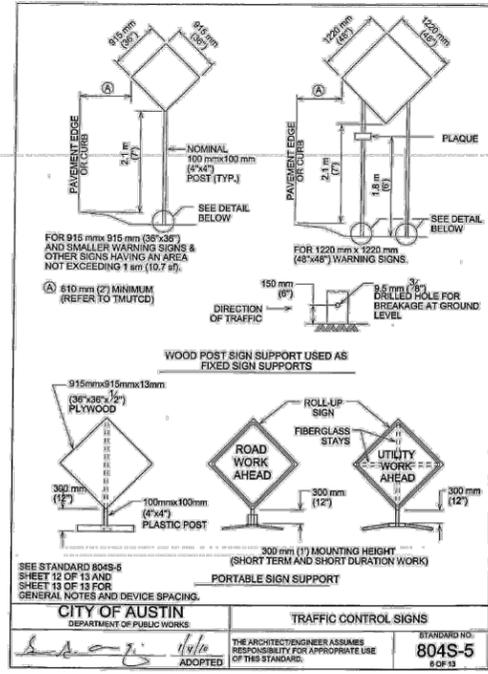
CITY OF BASTROP
SPECIAL SMALL EVENT/PARADE ROUTE
TEMPORARY TRAFFIC CONTROL
PLANS DETAILS (SHEET 1 OF 2)

JOB: 156-100-34
DATE: 8/5/2025
DRAWN: TN PM: MN
DESIGN: DM:
PEER: OTHER:

REVISIONS:

DELTA	DESCRIPTION

Date: Aug 11, 2025, 7:42am User ID: shepp File: Z:\ENG - PHD\156 - City of Bastrop\156 - Plan Review Services\34 - Parade Route TCP Update - CAD.dwg (156_100_34 - TCP-DTL5-001.dwg)



1. WARNING SIGNS SHALL BE ORANGE, FLUORESCENT RED-ORANGE OR FLUORESCENT YELLOW-ORANGE IN COLOR. THE FLUORESCENT VERSIONS OF ORANGE PROVIDE HIGHER CONSPICUITY THAN STANDARD ORANGE, ESPECIALLY DURING TWILIGHT. ALL SIGNS USED AT NIGHT SHALL BE EITHER RETROREFLECTIVE, WITH A MATERIAL THAT HAS A SMOOTH, SEALED OUTER SURFACE, OR ILLUMINATED TO SHOW SIMILAR SHAPE AND COLOR BOTH DAY AND NIGHT. SIGN ILLUMINATION MAY BE EITHER INTERNAL OR EXTERNAL. ROADWAY LIGHTING DOES NOT MEET THE REQUIREMENTS FOR SIGN ILLUMINATION.

2. TYPE A FLASHING WARNING LIGHTS MAY BE USED IN CONJUNCTION WITH SIGNS AT NIGHT. STANDARD ORANGE FLAGS MAY BE USED FOR DAY TIME OPERATIONS. HOWEVER, NEITHER LIGHTS NOR FLAGS MAY BLOCK THE SIGN LEGS.

3. SIGNS SHOULD BE LOCATED ON THE RIGHT-HAND SIDE OF THE ROADWAY. WHEN SPECIAL EMPHASIS IS NEEDED, SIGNS MAY BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ROADWAY. SIGNS SHALL BE PLACED ON BOTH THE LEFT AND RIGHT SIDES OF ONE-WAY OR DIVIDED ROADWAYS. SIGNS USED FOR LONG-TERM OR INTERMEDIATE-TERM STATIONARY WORK SHALL BE MOUNTED AT A HEIGHT OF AT LEAST 2.1 m (7'), MEASURED FROM THE BOTTOM OF THE SIGN. THE HEIGHT TO THE BOTTOM OF A SECONDARY SIGN MAY BE 0.3 m (1') LESS THAN THE APPROPRIATE HEIGHT ABOVE.

4. SIGNS MAY BE MOUNTED ON PORTABLE SUPPORTS FOR SHORT-TERM, SHORT DURATION, MOBILE CONDITIONS AND EMERGENCIES. SIGNS MOUNTED ON PORTABLE SUPPORTS SHALL BE AT A HEIGHT OF AT LEAST 0.3 m (1'), MEASURED FROM THE BOTTOM OF THE SIGN.

5. ALL SIGN SYSTEMS SHOULD BE GRABBER-FRIENDLY. NO SIGN MOUNTS SHALL BLOCK OR IMPED EASELKS UNLESS NO OTHER OPTION IS AVAILABLE. ONLY SANDBAGS SHOULD BE USED FOR BALLASTING SIGN MOUNTS.

TABLE V-3 TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

Roadway Class	Speed Limit	Sign Spacing (m)	Long-Term Stationary Or Intermediate-Term Stationary Approaching Warning Sign (W20 Series 703-2025 Sign)		Short-Term Stationary Or Short Duration Approaching Warning Sign (W20 Series)		Other Warning Sign
			Standard	Minimum	Standard	Minimum	
Urban	30	100	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)
	40	150	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)
	50	200	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)
	60	250	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)
	70	300	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)
	80	350	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)
	90	400	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)
	100	450	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)
	110	500	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)
	120	550	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)	1220x1220 (48x48)
Esp. of Post			300	300	300	300	300

1. SPECIAL OR LARGER SIZE SIGNS MAY BE USED AS NECESSARY.
 2. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE A 450 m (1500') OR MORE ADVANCE WARNING.
 3. DISTANCE BETWEEN SIGNS SHOULD BE INCREASED AS REQUIRED TO HAVE A 0.8 km (1/2 MILE) OR MORE ADVANCE WARNING.
 4. FOR USE ONLY ON SECONDARY ROADS OR CITY STREETS WHERE SPEEDS ARE LOW.

CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS

THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.

804S-5 7 OF 13

Item 5K.



18830 FORTY SIX PKWY, BLDG 2, STE B (830) 438-032
 SPRING BRANCH, TX 76070 TBPE FIRM F-2104

CITY OF BASTROP
 SPECIAL SMALL EVENT / PARADE ROUTE
 TEMPORARY TRAFFIC CONTROL
 PLANS DETAILS (SHEET 2 OF 2)

JOB: 156-100-34
 DATE: 8/5/2025
 DRAWN: TN PM: MN
 DESIGN: DM:
 PEER: OTHER:

REVISIONS:

DELTA	DESCRIPTION

2026 MARDI GRAS PARADE ROUTE



Parade Route

Bastrop High to
Cedar Street

Cedar Street to
Main Street

Main Street to
Emile Street

Turn Left on
Emile Street



STAFF REPORT

MEETING DATE: November 18, 2025

TITLE:

Consider and act to approve the Mayor to sign a Letter of Support expressing the City of Bastrop's endorsement of establishing a Texas State University campus or satellite instructional center within the Bastrop community.

AGENDA ITEM SUBMITTED BY:

Submitted by: Dori Kelley, Business Attraction, Retention, and Expansion Manager

BACKGROUND/HISTORY:

The Texas State University System (TSUS) has expressed interest in expanding its footprint within Central Texas to address the growing educational and workforce demands of the region. Bastrop's unique combination of historic charm, rapid population growth, and economic expansion makes it an ideal location for consideration as a potential satellite instructional center or full campus.

With major employers such as LS Electric, SpaceX, The Boring Company, and Hyatt Lost Pines Resort now operating in Bastrop County, the need for accessible higher education and workforce training opportunities has become increasingly evident. A Texas State University campus in Bastrop would strengthen local and regional capacity for higher education, technical certification, and professional advancement while enhancing economic resilience and community development.

A draft Letter of Support, signed by Mayor Ishmael Harris on behalf of the Bastrop City Council, has been prepared to formally convey the City's strong endorsement of this initiative and its willingness to partner with Texas State University and other regional stakeholders

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the City Council approve Mayor Harris to sign the Letter of Support expressing the City of Bastrop's endorsement of establishing a Texas State University campus or satellite instructional center within the Bastrop community.

ATTACHMENTS:

- Letter of Support

City of Bastrop

1311 Chestnut Street
Bastrop, Texas 78602
November 18, 2025

Dr. Brian McCall

Chancellor, Texas State University System
601 Colorado Street
Austin, TX 78701

Re: Letter of Support – Texas State University Campus in Bastrop

Dear Chancellor McCall,

On behalf of the City of Bastrop, I am honored to express our strong support for the establishment of a Texas State University campus in Bastrop, Texas.

As one of the most historic cities in Central Texas, Bastrop has become a hub for growth, innovation, and opportunity—attracting a unique mix of global corporations, small businesses, and creative entrepreneurs. With major employers such as LS Electric, SpaceX, The Boring Company, and Hyatt Lost Pines Resort now calling Bastrop County home, the need for an expanded local workforce pipeline has never been greater.

A Texas State University campus in Bastrop would not only serve as a catalyst for workforce development but also as an anchor institution that fosters lifelong learning, supports local industries, and uplifts our residents. The university's programs in technology, advanced manufacturing, healthcare, hospitality, and education align perfectly with the city's economic priorities and growing industry base.

The City of Bastrop is committed to working in partnership with the Bastrop Economic Development Corporation, our local ISDs, and Texas State University System to ensure that this initiative succeeds and serves generations of Central Texans to come.

We wholeheartedly endorse this project and welcome Texas State University as a long-term partner in shaping Bastrop's bright and prosperous future.

Sincerely,

Ishmael Harris

Mayor, City of Bastrop

On behalf of the Bastrop City Council



STAFF REPORT

MEETING DATE: November 18, 2025

TITLE:

Consider action to approve the first reading of Ordinance No. 2025-84 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the Nov. 25, 2025 City Council agenda for a second reading.

AGENDA ITEM SUBMITTED BY:

Laura Allen, Assistant Finance Director

BACKGROUND/HISTORY:

The FY2025 budget was adopted by City Council on September 17, 2024.

Exhibit A to Ordinance No. 2025-84 explains in detail the nature of each budget amendment being requested for FY2025.

The Financial Management Policy states that the level of budgetary control is at the department level in all Funds. If transfers are required between departments, this must be approved by City Council.

The City Charter requires that when the budget is amended, that amendment be made by Ordinance.

FISCAL IMPACT:

Various – See Ordinance Exhibit A

RECOMMENDATION:

Laura Allen, Assistant Finance Director recommends approval of the first reading of Ordinance No. 2025-84 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2025 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit A; repealing all prior ordinances and actions in conflict herewith; establishing an effective date, and move to include on the Nov. 25, 2025 City Council agenda for a second reading.

ATTACHMENTS:

1. Ordinance No. 2025-84
2. Exhibit A – Fiscal Year 2025 Budget Amendments

ORDINANCE NO. 2025-84

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2025 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN, AS ATTACHED IN EXHIBIT A; REPEALING ALL PRIOR ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop, Texas has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2025; and

WHEREAS, the Mayor and City Council have now provided for and conducted a public hearing on the budget as provided by law.

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

Section 1: That the proposed budget amendment(s) for the Fiscal Year 2025, as submitted to the City Council by the City Manager and which budget amendment(s) are attached hereto as Exhibit A, are hereby adopted and approved as the amended budget of said City for Fiscal Year 2025.

Section 2: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 3: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 18th day of November 2025.

READ and ADOPTED on Second Reading on the 25th day of November 2025.

APPROVED:

by: _____
Ishmael Harris, Mayor

ATTEST:

Michael Muscarello, City Secretary

APPROVED AS TO FORM:

City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.



EXHIBIT A (ORDINANCE NO. 2025-84)



**City of Bastrop
FY2025 Budget Amendments
Ordinance No. 2025-84**

Description/ General Ledger Account	Original Budget	Increase (Decrease)	Amended Budget
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Amendments #1 and #2 are requesting use of the General Fund’s available Fund Balance to offset the expenditure. The unaudited Fund Balance as of September 30, 2025, is \$5,148,597.

Amendment #1 - Due to unfortunate timing issue the payment for FY2024 annual transportation agreement with CARTS was processed in FY2025. The unspent funds from the prior year were rolled in Fund Balance at FY2024 year end.

Contract Services (101-02-00-5561)	\$49,000	\$40,000	\$89,000
Unassigned Fund Balance (101-3000)	\$5,148,597	\$(40,000)	\$5,108,597

Amendment #2 - This is a cleanup item to reconcile interfund transfers. The original FY2025 budget included a Transfer In for the Fairview Cemetery Fund for the columbarium project. However, the corresponding Transfer Out of the General Fund was not included in the budget. This amendment will also serve to true up the Cemetery Funds revenue and expenses to match with actuals.

Transfer Out – Cemetery Operation Fund (101-02-00-8118)	\$0	\$658,288	\$658,288
Unassigned Fund Balance (101-3000)	\$5,108,597	\$(658,288)	\$4,450,309
Transfer In – General Fund (525-00-00-4701)	\$650,000	\$58,288	\$658,288
Capital Outlay Expense (525-00-00-6000)	\$650,000	\$58,288	\$658,288

Amendment #3 – The Finance Department saw an increase in credit card related expenses due to the implementation of the new customer portal, an increase in professional services due to audit related expenditures, as well as increase in contractual services for sanitation. This amendment would utilize salary savings from various other departments within the General Fund. Therefore, having a net zero impact on the overall budget.

Professional Services (101-05-00-5505)	\$40,022	\$18,478	\$58,500
Credit Card Processing Fees (101-05-05-5507)	\$5,000	\$82,119	\$87,119
Contractual Services (101-05-05-5561)	\$822,780	\$104,000	\$926,780
Operational Salaries (101-09-22-5101)	\$1,707,800	\$(156,430)	\$1,551,370
Operational Salaries (101-16-00-5101)	\$318,075	\$(48,167)	\$269,908

Amendment #4 – On July 22, 2025, Council passed Resolution No. 2025-123 authorizing the reimbursement of the General Fund for Capital related expenditures not to exceed \$100,000.

Transfer In – Bond Fund (101-00-00-4737)	\$0	\$100,000	\$100,000
Transfer Out – General Fund (726-00-00-8001)	\$0	\$100,000	\$100,000

Description/ General Ledger Account	Original Budget	Increase (Decrease)	Amend Budget
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Amendment #5 – The HOT Fund had an increase in capital expenditures which include acquisition of 1311 Walnut Street as well as repairs to 1408 Chestnut Street, and the Convention Center. This amendment would increase various revenues to offset the increase in capital expenses.

Revenues

Motel/Hotel Tax Receipts (501-00-00-4026)	\$3,500,000	\$144,000	\$3,644,000
Interest Income (501-00-00-4400)	\$115,000	\$47,900	\$162,900
Grant Proceeds (501-00-00-4506)	\$0	\$23,000	\$23,000
General Donations (501-00-00-4509)	\$0	\$57,725	\$57,725

Expenditures

Maintenance of Building (501-80-00-5345)	\$0	\$84,500	\$84,500
Capital Outlay (501-80-00-6000)	\$0	\$188,125	\$188,125



STAFF REPORT

MEETING DATE: November 18, 2025

TITLE: Development Code Rewrite – Overview, Policy Direction, and Workshop Discussion

AGENDA ITEM SUBMITTED BY:

Brittany Epling, Senior Planner

BACKGROUND AND PURPOSE:

The Development Services Department is proposing to retire the Bastrop Building Block (B3) form-based code and replace it with the Bastrop Development Code — a Euclidean-based zoning ordinance that keeps the most important intentions of B3 while making the regulations clearer, simpler, and more predictable to administer. The Bastrop Development Code is intended to guide land use and development through clear standards and consistent procedures so that growth remains authentically Bastrop, fiscally and environmentally sustainable, and thoughtfully planned to meet future needs. This approach supports City Council’s stated purpose to “create a fiscally sustainable community through land-use standards that are authentically Bastrop and geographically sensitive.”

Adopted in 2018 as part of the Building Bastrop initiative, the B3 Code was designed to reflect Bastrop’s historic development patterns and promote Traditional Neighborhood Design in new growth. While B3 addressed important goals, ongoing implementation has revealed challenges, including ambiguous language, inconsistent interpretation, and administrative complexity. These challenges have affected predictability for applicants and staff, and have highlighted the need to improve protection of community character, natural resources, and the health, safety, and welfare of residents.

The Bastrop Development Code responds directly to these lessons. It returns to a Euclidean zoning framework — including clearly named zoning districts, a consolidated permitted use table, and straightforward dimensional standards — while intentionally carrying forward B3’s core values of authentic design, sustainability, walkability, and connected street networks. The draft also incorporates feedback from residents, the development community, advisory boards, and City Council, as well as staff recommendations, to address current development pressures and make day-to-day application more intuitive for applicants, neighbors, and reviewers.

In short, the proposed Bastrop Development Code builds on the vision embodied in B3 but translates it into a clearer, more enforceable ordinance, while refining and restricting form-based building standards to the most appropriate location: downtown. It is intended to protect Bastrop’s identity, deliver predictable outcomes, and support intentional, high-quality, fiscally responsible growth.

FOCUS AREAS/MAJOR UPDATES:

- A crosswalk approach to transition our existing Zoning Map from PlaceTypes to Euclidean Zoning Districts, each complete with development standards such as lot size, setback, and building height.
- A comprehensive landscape ordinance (landscape % by use, parking lot landscaping and screening, root protection zones, LID credit table, preferred plant list, etc.) and a review of the tree mitigation ordinance.
- A consolidated minimum off-street parking table for commercial uses.
- Special districts and overlays: Downtown Historic (existing), District 1832, Special Flood Hazard Area, and Wildland-Urban Interface (Reserved).
- Sidewalk and access/connectivity standards that reference the Transportation Master Plan.
- An updated sign code.
- A complete overhaul of Administration and Procedures, to include administrative relief, nonconformities and redevelopment thresholds, Definitions, and full Development Standards.

RECOMMENDATION:

Staff requests feedback and policy direction to staff on the overall framework and next steps for the Development Code rewrite. Staff will incorporate the workshop guidance and return with a revised draft and proposed adoption timeline.

ATTACHMENTS:

1. 2025 Bastrop Development Code Executive Summary
2. Code of Ordinances Chapter 14: 2025 Bastrop Development Code – Version 1

BASTROP DEVELOPMENT CODE

EXECUTIVE SUMMARY



BASTROP DEVELOPMENT CODE

Executive Summary

Bastrop is growing, and our development rules should make it easy to build the kinds of places our community values. Since 2018 the City has used the B3 Code, a form-based code that emphasizes the physical shape of buildings and streets more than the list of uses inside them. B3 organized the city into placetype “transects” (from rural edges to the most urban main-street blocks) and regulated building forms (how a building meets the sidewalk, where parking goes, and similar design details).

Why B3 was adopted—and what it did well. B3 aimed to encourage walkable, mixed-use neighborhoods and align new development with the historic street-and-block pattern that makes Bastrop special. It prioritized pedestrians, favored storefronts and front doors facing the street, and pushed parking to the side or rear—goals the City still embraces.

What proved difficult. Applying a single form-based template citywide didn’t fit Bastrop’s varied context. In traditional, low-density neighborhoods, residents value larger front yards, simple front-driveway parking, and the absence of alleys—so urban frontage and alley-loaded expectations often worked against established patterns. Other oversights emerged: impervious cover allowances were too high in flood-prone areas; uses and lot sizes were under-regulated; corridor-style Texas commercial struggled to meet B3’s urban building and frontage standards; some street sections were too narrow for reliable fire access; “no parking minimums” sometimes failed to provide enough on-site parking; and detailed street-tree rules were not paired with practical on-site landscaping requirements.

What staff proposes. Retire B3 and adopt a traditional, Euclidean zoning framework—the Bastrop Development Code (BDC)—as Chapter 14 of the City’s Code of

Ordinances. Euclidean zoning is the familiar Texas approach: clear districts (e.g., Rural Residential, Single-Family, Mixed Use (MU), General Commercial, Public/Institutional, Industrial, Parks/Open Space, Planned Development) with straightforward allowed uses and tables for setbacks, height, and lot standards. This structure is easier to understand, faster to review, and more predictable for residents, businesses, and staff.

Keeping what works. Moving to the BDC does not abandon B3’s values. The BDC carries forward the best intents—walkable streets, context-sensitive infill, downtown’s small-block pattern, dark-sky lighting—and incorporates all Council-approved text amendments from the past year so recent direction and stakeholder input are preserved on day one.

Listening and responding. Over the past year, staff has listened closely to citizens, internal departments, the development community, Main Street partners, the Historic Landmark Commission, the Planning & Zoning Commission, and City Council. The BDC addresses the most common concerns: clearer rules, fewer ad-hoc waivers, better alignment with the Comprehensive Plan and Master Plans, and overlay districts that protect flood prone areas and place form-based zoning where it fits best: Downtown.

What happens next. A series of workshops to gather community input, city-wide notifications, and official public hearings will occur over the coming months. If approved, the BDC becomes the City’s zoning chapter (Chapter 14). In a follow-up step, subdivision regulations currently embedded in B3 (plats, blocks, connectivity, and related standards) will be moved into Chapter 10 and updated as needed to stay consistent with the new zoning framework. Together, these changes will make it easier to build what Bastrop wants—and harder to build what it doesn’t—while keeping the character and quality our residents expect.

At-a-Glance — What’s Changing

From Placetypes to Zoning Districts

- **What’s changing:** We’re moving from B3’s placetypes/transects and building-form standards to a traditional (Euclidean) zoning map with clear districts.
- **Not a mass rezoning:** This is a crosswalk, not a wholesale remap. Every property will translate from its current B3 placetype/form to the most equivalent zoning district. Your existing use or entitlement doesn’t disappear because the label changes.

Proposed Zoning districts:

Parks & Open Space (P/OS) — replaces P1 (Nature)

Intent. Reserved for public, city-owned parks and open space. Preserve parkland, greenways, floodplains, nature preserves, and civic outdoor spaces.

Typical uses. Parks, trails, plazas, nature areas, cemeteries, restrooms/pavilions.

(No minimum lot size.)

Rural Residential (RR) — replaces P2 (Rural)

Intent. RR keeps the rural look and feel: large lots, space for small-scale agriculture or equestrian uses, and a soft transition from open land to neighborhoods.

Typical uses. Single-family homes on acreage, ranch/farm activities, stables.

Key standards:

- Minimum lot size: 1 acre
- Setbacks (ft): 50 front / 20 side / 50 rear
- Max height: 35 ft
- Max impervious cover: 50%
- Parking: One 10’x20’ space per bedroom

Single-Family Residential (SF-1) — replaces P3 (Neighborhood)

Intent. Low-density detached homes on larger lots with a suburban-to-rural feel.

Typical uses. Single-family homes; no-impact home-based businesses.

Key standards:

- Minimum lot size: 1/3 acre (14,520 sq. ft.)
- Setbacks (ft): 30 front (porches may encroach 10) / 10 side (20 corner) / 30 rear
- Max height: 35 ft

- Max impervious cover: 50%
- Parking: One 10’x20’ space per bedroom.

Single-Family Residential (SF-2)

Intent. Classic neighborhood pattern on mid-sized lots; balanced density and livability.

Typical uses. Single-family homes; no-impact home-based businesses.

Key standards:

- Minimum lot size: 7,500 sq. ft.
- Setbacks (ft): 25 front (porches may encroach 10) / 7.5 side (15 corner) / 20 rear
- Max height: 35 ft
- Max impervious cover: 50%
- Parking: One 10’x20’ space per bedroom.

Single-Family Residential (SF-3)

Intent. Smaller, more compact lots for a finer-grained neighborhood fabric while keeping single-family character.

Typical uses. Single-family homes; no-impact home-based businesses.

Key standards:

- Minimum lot size: 5,000 sq. ft.
- Setbacks (ft): 15 front (porches may encroach 10) / 5 side (10 corner) / 15 rear
- Max height: 35 ft
- Max impervious cover: 50%
- Parking: One 10’x20’ space per bedroom.

How P3 transitions. Existing P3 neighborhoods convert in name to SF-1 with a 1/3-acre minimum lot size. SF-2 and SF-3 are available outside the Downtown Core for property owners who want a bit more neighborhood intensity; those changes would happen case-by-case through owner-initiated rezoning.

Mixed Use (MU) — replaces P4 (Mix)

Intent. Walkable, compact areas that mix homes with neighborhood-serving shops and services—often along corridors or at transitions.

Typical uses. Apartments, townhomes/duplexes, senior housing, live/work; small-scale retail/office/restaurants/services.

Key standards:

- Minimum lot size: 1/3 acre (14,520 sq. ft.)
- Setbacks (ft): 15 front · 0 side (must still meet Building/Fire Codes) / 10 corner / 15 rear
- Max height: 45 ft

- Max impervious cover: 60%
- Parking: One space per bedroom for residential, commercial must meet parking schedule per GFA and type of use.

***Neighborhood context preserved:** In established areas, the contextual setback tool lets new homes match prevailing front yards rather than forcing an urban build-to line, or specific setback.

General Commercial (GC) – replaces P5 (Core)

Intent. Broader retail, dining, office, lodging, and service areas—downtown edges, corridors, and regional centers.

Typical uses. Retail, restaurants, offices, services, auto sales/service, hotels.

Key standards:

- Minimum lot size: ¼ acre
- Setbacks (ft): 20 front / 5 side (10 corner) / 20 rear
- Max height: 55 ft
- Max impervious cover: 65%
- Must meet parking schedule per GFA and type of use

Public Institutional (PI) – replaces Civic

Intent. Sites for schools, libraries, community centers, government and public-safety facilities.

Typical uses. Schools, libraries, city facilities, community centers.

Key standards:

- Minimum lot size: 2.5 acres
- Setbacks: 20 ft on all sides (may reduce in urban frontage if fire/ped access maintained)
- Max height: 55 ft
- Max impervious cover: 65%
- Must meet parking schedule per GFA and type of use.

Industrial (IND) – replaces Employment Center

Intent. Employment districts with larger sites, truck access, and buffering from neighborhoods.

Typical uses. Warehousing/distribution, manufacturing, logistics, with accessory offices.

Key standards:

- Min. lot: 2.5 acres
- Setbacks (ft): 25 front / 20 side / 25 rear (40 ft where abutting residential)
- Max height: 60 ft
- Max impervious cover: 65%
- Must meet parking schedule per GFA and type of use.

Planned Development District (PDD) – PDD remains PDD

Intent. A custom, master-planned zoning district adopted by ordinance to achieve equal or superior outcomes to base zoning.

Typical uses. As approved in the PD ordinance and Development Standards Matrix—can mix residential, commercial, civic, and open space.

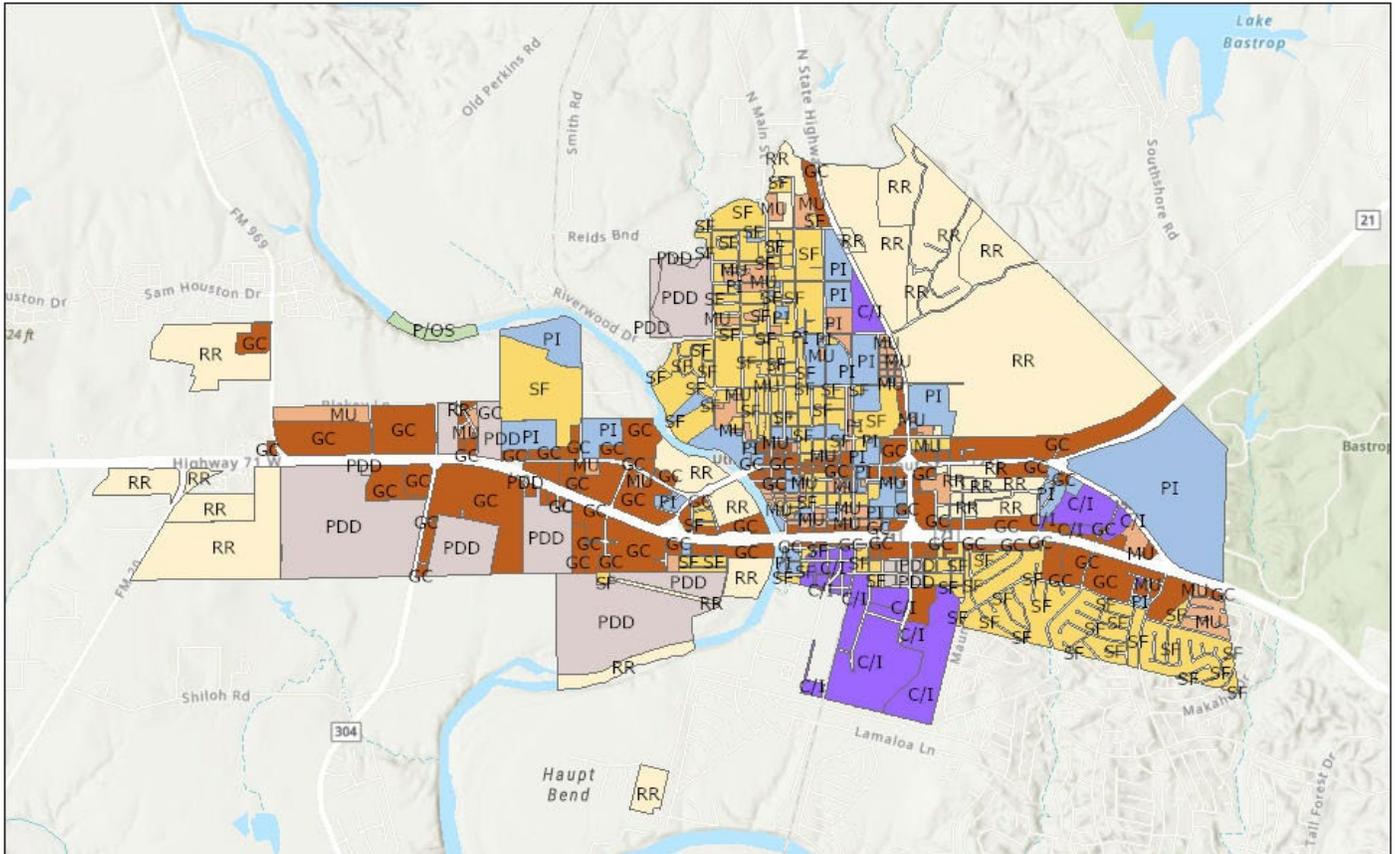
Key standards:

- Minimum size: 5 acres (with a small-site exception to 1 acre for infill/constrained sites if the plan clearly delivers superior outcomes).
- How it’s regulated: Council adopts a PD Master Plan + Development Standards Matrix; where the PD is silent, the referenced base district and the Code apply.

The Table of Permitted Uses will accompany the zoning districts, to control specific uses allowed in each district.

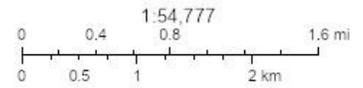
- **Permitted-Use Table:** Plain list of what’s Permitted (P), Conditional (C), or Not Permitted (NP) in each district.
- **Conditional Use Permits (CUP):** If marked “C,” the use can be allowed case-by-case with conditions to manage fit (e.g., hours, buffering, access). This gives Council and P&Z a middle path between “yes” and “no.”

Zoning Districts & Overlays



11/7/2025

- Zoning Districts
- Mixed Use
 - General Commercial
 - Parks & Open Space
 - Rural Residential
 - Single Family Residential
 - Public Institutional
 - Planned Development
 - Heavy Commercial/Industrial
- World_Hillshade



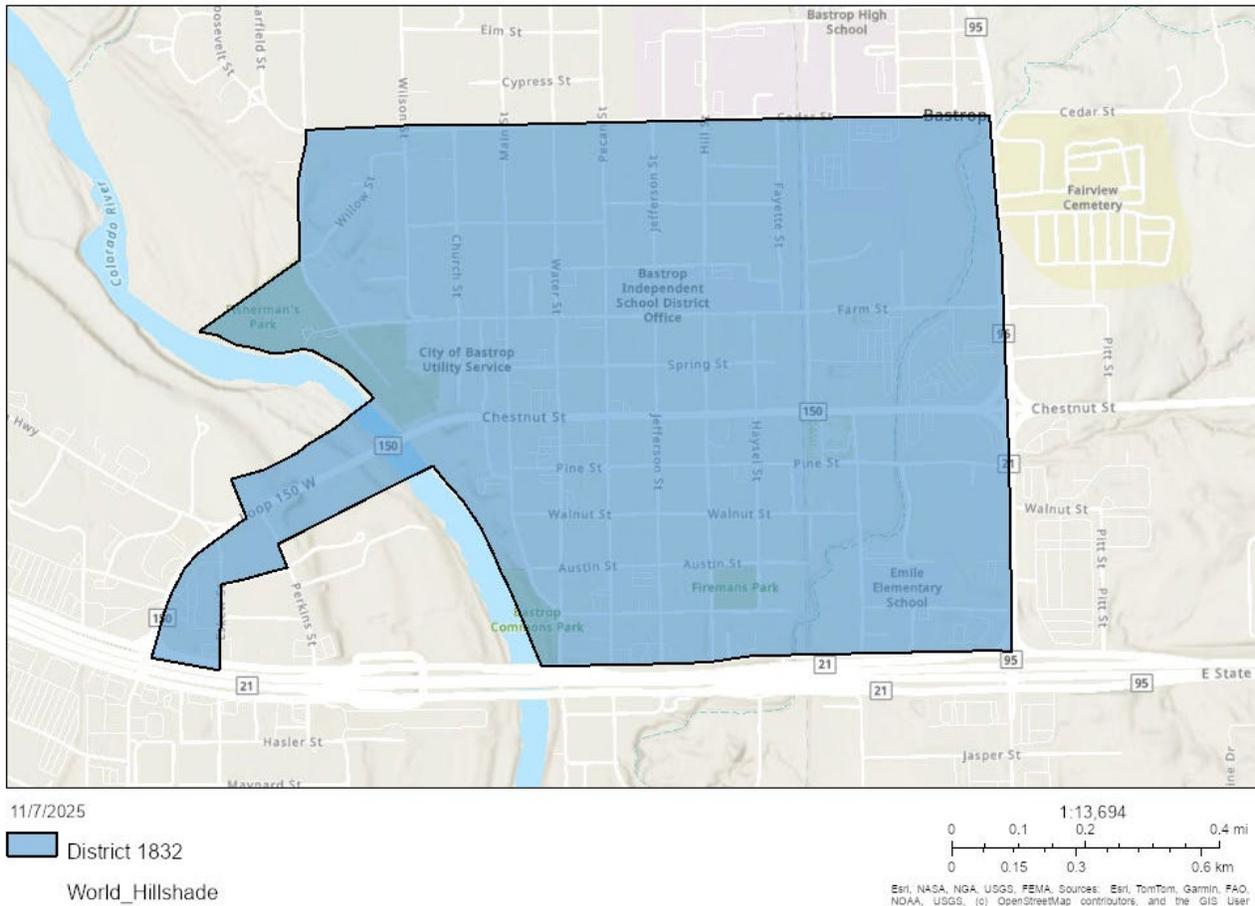
Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User

Previous District Name (B3 Code)	New District Name and New Map Colors
P1 – Natural	P/OS – Parks and Open Space
P2 – Rural	RR – Rural Residential
P3 – Neighborhood	SF – Single Family Residential (SF-1, SF-2, SF-3)
P4 – Mix	MU – Mixed Use
P5 – Core	GC – General Commercial
Civic	PI – Public Institutional
Employment Center (EC)	IND –Industrial
Planned Development District (PDD)	PDD – Planned Development District

Overlay Districts (Targeted Tools Where They're Needed)

District 1832 – Downtown Core (new overlay):

Zoning Districts & Overlays

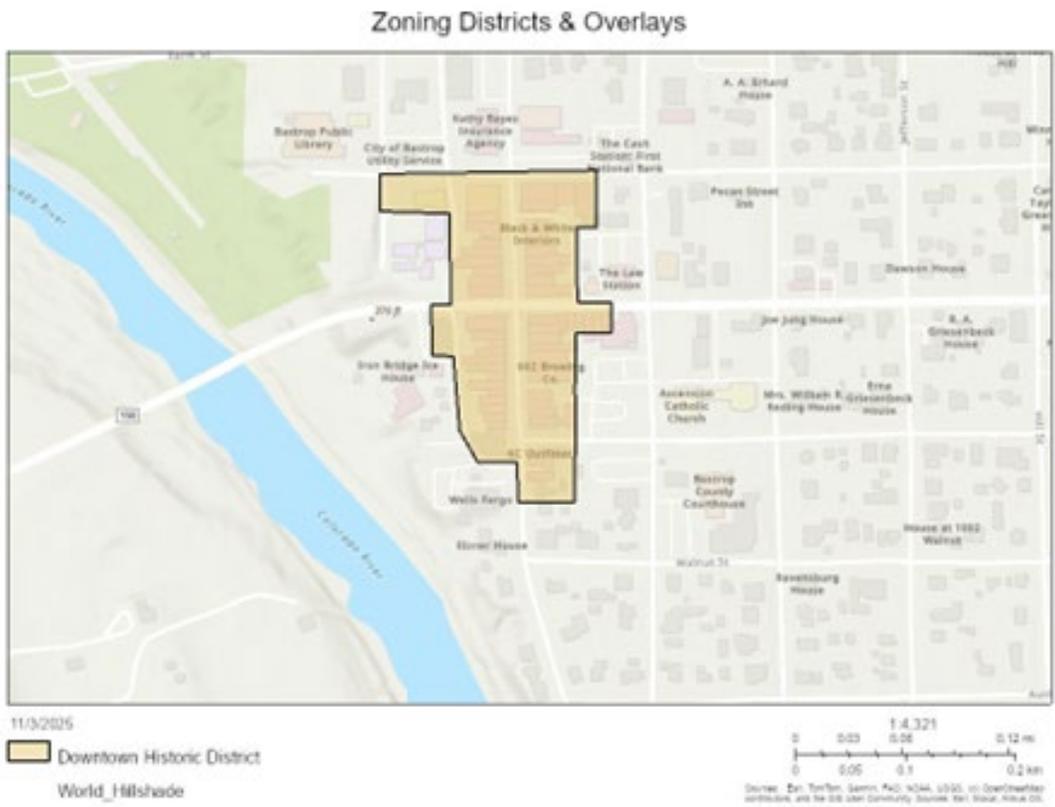


District 1832 (Downtown Core) is a light hybrid of form-based and Euclidean standards that shapes how buildings meet the street while keeping familiar use rules. It sets corridor-specific build-to zones and bans front-lot parking on Chestnut, allows limited commercial on SF-zoned Main Street frontage by CUP (while preserving residential scale), ensures upper-story housing over ground-floor retail is easy, caps big-box footprints unless Council finds a fine-grained, pedestrian-oriented design, and protects the historic 330×330 block grid by limiting street/alley vacations to cases that clearly maintain or improve connectivity.

- **Build-to & placement:** SF lots 15–20 ft; Mixed Use (MU)/Chestnut 10–15 ft (contextual adjustments allowed for infill).
- **Chestnut rules:** No parking in front of the primary façade; visible parking must be screened; Landscaping Article applies and cannot be waived for frontage/screening.
- **Limited Commercial by Conditional Use Permit for Single Family Districts:** Provides opportunity for small scale, limited commercial businesses to operate out of residential structures, upon favorable recommendation from the Main Street Advisory Board & P&Z, and approval by City Council, while providing for certain conditions to keep residential character.
- **Uses:** Upper-story residential by-right over retail/office (1 off-street space/bedroom unless an approved shared-parking/demand-management plan). Certain uses are CUPs district-wide (tattoo, drive-throughs, auto repair/sales, gas stations) and specific prohibited uses include smoke shops and Sexually Oriented Businesses.

- **Signs (context-sensitive):** Main Street Director may approve compatible deviations; no digital/EMC, flashing, or moving signs.
- **Building size cap:** Along Main & Chestnut, 5,000 sq. ft. max ground-floor footprint; Council may grant an exception only if multi-tenant, entrances every ≤ 75 ft, articulated bays, and a clear pedestrian orientation/block-scale.
- **Rezoning guardrail:** No rezonings to SF-2 or SF-3 within District 1832 to preserve 1/3 acre lot size.
- **Historic block grid:** No street/alley vacations unless equal or better public connectivity is provided via a new public way or recorded public access easement.
- The Historic Preservation Commission and the Main Street Advisory Board are collaborating on design guidelines for the district.

Downtown Commercial Historic Overlay (continues): Still subject to the **Historic Preservation Ordinance** (COA process remains).

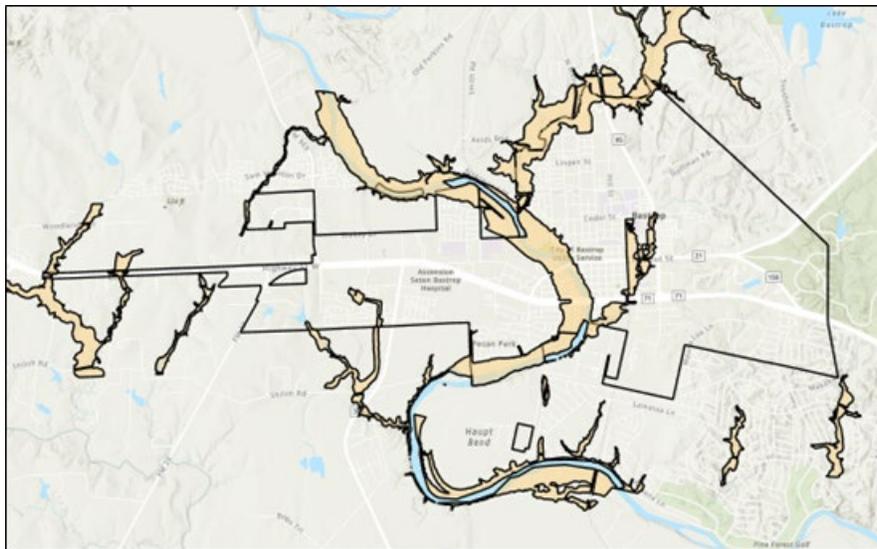


The Downtown Historic Overlay preserves a true main-street feel by layering a light, form-based “envelope” over the base zoning and exterior changes through a Certificate of Appropriateness (COA). Buildings are to remain up to the sidewalk with active, transparent storefronts; parking is kept out of front/side yards and taken from alleys where possible; sidewalks stay wide and continuous; signs and lighting are context-sensitive; and landscaping emphasizes street trees and screening rather than suburban yard plantings.

- **Form & placement:** Max height 35 ft (parapets to +4 ft for screening); build-to 2–5 ft; $\geq 80\%$ of the primary frontage holds the build-to; no side/rear setbacks (subject to Building/Fire Code).
- **Storefront transparency:** For new or redevelopment, between 2–10 ft above sidewalk, $\geq 60\%$ clear, non-reflective glass; window signs cover $\leq 50\%$ of window area.

- **Sidewalks & lighting:** Maintain an 8-ft ADA clear zone (may allow 6–8 ft where constrained); use hi-compatible fixtures consistent with the current downtown palette.
- **Parking & access:** No off-street minimums (except 1 space per dwelling unit for residential); no parking in front/side yards; alley access where available; removing existing off-street spaces requires DRC + Main Street Director approval.
- **Signs (context-sensitive):** Main Street Director may approve compatible deviations from numeric/material limits; no EMC/digital, flashing, or moving signs; projecting/blade signs need ≥ 9 ft sidewalk clearance; decisions appealable to HPC.
- **Trees & screening:** General landscaping article doesn't apply, but **parking lot screening** does when visible from the street; **frontage trees** $\sim 30'$ O.C. (admin adjust to **20–40'** where constrained; alternatives/waivers if a tree would block a storefront).

SFHA — Special Flood Hazard Area (new overlay):



This overlay keeps people and property safer by steering new development out of high-risk flood areas, protecting natural floodplain functions, and requiring engineering that causes **no adverse impact**. It layers on top of base zoning and the City's Flood Damage Prevention Ordinance; the most protective rule controls.

- **Where it applies:** All FEMA Zone A/AE and regulatory floodway (plus any City-mapped risk areas until FIRMs are updated OR best available data).
- **Keep it open:** Floodway and below-BFE areas not used for access/utilities must be preserved as open space (dedication or conservation easement).
- **Limit new building:** No new principal structures/land-disturbing work in the SFHA unless the lot has **no feasible buildable area** outside it; **no critical facilities** in the SFHA.
- **No pad-fill to raise floors:** Elevate on piers/piles/columns/stem walls; a **narrow exception** for pre-overlay lots with zero buildable area outside the SFHA allows only the **minimum** fill (not in floodway), **1:1 compensatory storage** if disturbance $\geq 5,000$ sq. ft., PE "no-adverse-impact," and a **-10%** reduction to the district impervious-cover cap.
- **Stream protection:** **100-ft** undisturbed buffer from top of bank (limited, function-neutral crossings may be approved).

- **Hydraulic tests:** Floodway = “no-rise” in BFEs; **outside floodway = PE-sealed analysis** showing no measurable site impacts.
- **Compensatory storage:** Any fill/excavation $\geq 5,000$ sq. ft. in the SFHA must provide **minimum 1:1 storage** in the **same hydraulic reach** at equivalent elevations.
- **Subdivision approach:** **Cluster lots outside** the SFHA, plat flood limits/easements, and preserve floodplain. Projects that preserve $\geq 90\%$ of on-site SFHA may **transfer lot yield** and reduce minimum lot size (down to **5,000 sq. ft.**) to fit homes on safer pads.

WUI — Wildland-Urban Interface (new overlay): Reserved until mapping is finalized and WUI Code is adopted; will add defensible-space/landscaping and materials standards where wildfire risk warrants.

Big Articles in the New Bastrop Development Code (BDC)

Landscaping Ordinance (New)



Sets clear, table-driven landscape and streetscape standards that prioritize shade, cooling, water conservation, and compatible edges between uses. It applies to most site plans/building permits (with simple rules for single-family), and offers predictable LID/rainwater credits without weakening street trees or core frontage design.

- **Who it applies to:** All new development and qualifying redevelopment ($\geq 10\%$ expansion triggers “bring-to-standard,” focusing on frontage, parking interiors, then buffers). Single-/two-family lots follow simple frontage rules; agricultural uses are exempt.
- **Minimum landscaped area:** Townhouse/Small Multi-Family 20%; Multi-Family 25%; Commercial/Office/Institutional/Mixed Use (MU) 20%; Industrial 10%; Public/Semi-Public Uses 20%.
- **Frontage first:** At least 50% of required landscape area goes in a **10-ft frontage band** on private property; 1

street tree per ~30–40 ft (admin adjust 20–40 ft); shrubs massed for continuous coverage.

- **Homes (1–2 family):** 1 canopy tree per street frontage + 2 shrubs; front-yard turf $\leq 50\%$.
- **Use what you’ve got:** Up to 50% credit for preserved native vegetation; qualifying tree preservation areas may count 1.5 \times (still within the 50% cap).
- **Parking lots:** Interior landscaping = 10% of paved area (Industrial 5%); end-caps at each row; islands ≥ 300 sq. ft. & 10 ft wide with 1 canopy tree (or linear island ≥ 600 sq. ft. with 2 trees). Tree wells/planters need 600 cf of soil (canopy) / 300 cf (understory).
- **Green infrastructure:** Bioretention/curb-cut islands encouraged; install underdrain if soils are slow.
- **Parking screening & buffers:** 10-ft perimeter strip with trees and a ≤ 36 -in hedge for headlights; wider buffers between unlike uses (e.g., 30 ft Ind-to-Res with berm/masonry + evergreen screen).
- **Stormwater basins & channels:** Plant a 15-ft public-edge (trees + shrubs/ornamentals). Facilities don’t count toward minimums unless trail + seating + an amenity are provided—then up to 50% may count.
- **Water-wise standards:** Min 6 inches amended soil; drip/subsurface for trees/beds; smart controller + rain shut-off; $\geq 50\%$ plants native/drought-tolerant; non-residential turf $\leq 50\%$; rock as accent $\leq 25\%$ of any landscape area.
- **Plans & maintenance:** Required submittal includes a landscape plan (LA-sealed) with calcs, plant list, preserved trees/RPZs, and any LID credits; SF/duplex may show frontage items on the building site plan. Install before CO or post 125% surety; replace

dead plants within 90 days (or next season). Two-year maintenance bond for ROW/common-area landscaping accepted with public improvements.

- **LID credits (ministerial, cap 50%):** Frontage tree count never reduced. Cisterns: -5% required area per 1,000 gal ES. Bioretention parking islands: count 150% of plan area (up to 25% of required area). Permeable frontage swale/biostrip: 25% credit toward frontage landscaping. O&M affidavit required.

Administration & Procedures (Updated)

Core steps still mirror B3 (pre-app -> completeness -> DRC -> P&Z hearing/recommendation -> Council ordinance). The key updates are: Council can now attach conditions tied to the Zoning Concept Scheme (ZCS), plus three new tools—Administrative Relief, Conditional Use Permits (CUPs), and Pre-Zoning.

- **Rezoning + Concept Plan:** Concept Plan is required; Council may approve rezonings with conditions anchored to the Concept Plan (use/intensity, form/scale, edges/buffers, access, open space/LID, infrastructure/phasing, operations). Minor quantitative tweaks later may use Administrative Relief.
- **Administrative Relief (new):** Staff/DRC may approve up to 10% adjustments to any numeric standards in the code (not impervious cover); not a variance.
- **Conditional Use Permits (new):** New case type with P&Z as the recommending body and City Council as the decision-maker and enforceable conditions; standard filing/notice/hearing apply.
- **Pre-Zoning (new):** Assign zoning concurrent with annexation; ordinance states it becomes effective upon annexation; uses the same review path and a required ZCS.

Result of these updates:

- Clearer review pathways, and timelines so applicants, neighbors, and staff know what happens when—and who decides.
- Fewer ad-hoc waivers, more predictable outcomes through defined relief and adjustment tools.



Historic Preservation (Carried Over, Calibrated)

- **HPO remains in force.** We've aligned language and processes with Certified Local Government (CLG) standards and clarified COA steps, thresholds, and criteria so owners and the Commission share the same roadmap.
- If the B3 Code goes away, the Historic Landmark Commission will need to adopt architectural/design standards to replace the B3 Pattern Book.

Sidewalks & Connectivity (Aligned with TMP)

- Sidewalk widths, placements, and triggers are aligned with the Transportation Master Plan, improving accessibility and closing network gaps.
- Frontage coordination ensures driveways, utilities, and street trees don't conflict with pedestrian routes.

Parking (New Minimums + Flexibility)

- **Residential:** Keeps the 1 space per bedroom baseline.
- **Commercial:** Adds a chart keyed to floor area (FAR-based) so typical stores, offices, and services supply appropriate on-site parking.
- **Contextual adjustments:** Applicants may submit a parking study to right-size supply based on shared use, time-of-day peaks, or proximity to downtown and corridors.

Dark-Sky Lighting (Carried Over, Aligned, & Simplified)

- Retains dark-sky intent with clearer fixture, shielding, and color temperature rules that are easier to follow and enforce—and consistent with current best practices.

Accessory Uses & Structures (ADUs Included)

- **Accessory Dwelling Units (ADUs):** Allowed by right on larger lots; conditional in other contexts to manage fit, parking, and access. Standards cover size, placement, entries, and utilities to remain neighborhood-friendly.
- **New:** Size limits accessory structures & ADUs, max of 1 habitable story. Specific setbacks, and placement standards for ADUs to reduce disturbance and promote privacy for neighbors.

Trees: Preservation & Mitigation (Carried Over, Improved)

- Tree survey/preservation and mitigation continue, with targeted amendments recommended by the Parks Director to better define survey requirements, protect heritage trees, right-size credits, invasive removal credits, and coordinate with utilities and site layout.
- Recent adoptions and amendments will be maintained and transferred into one clean Article within the Development Code.

Signs (Simpler, More Flexible, Contextual)

- A shorter, clearer sign code with consolidated categories, consistent measurement rules, and context-sensitive allowances—while maintaining safety and legibility. A new consolidated table from Bastrop’s previous Development Code will provide for simpler/quicker review.

What This Means for Property Owners & Builders

- **Familiar format:** Districts + simple tables for setbacks, height, lot size, impervious cover = faster, clearer design and review.
- **Fit-to-context tools:** Contextual front setbacks in established neighborhoods; overlays where special conditions apply.
- **Balanced flexibility:** Conditional Use Permits, Administrative Relief, and parking studies offer tailored solutions without guesswork.
- **Quality by default:** Landscaping, streetscape, trees, lighting, and signage standards raise baseline quality across the city—without forcing a one-size-fits-all urban template everywhere.

Quick Reminders

- **Crosswalk, not a reset:** Your current development stays on track; labels and lookup tables get simpler.
- **Chapter locations:** If adopted, the BDC becomes Chapter 14 (Zoning). In a follow-up step, subdivision components currently inside B3 move to Chapter 10 for a clean, two-chapter system: Zoning (what/where/how big) and Subdivision (how land is divided and connected).

In Short

The proposed Bastrop Development Code gives us a clearer, more predictable rulebook that preserves what people love about Bastrop while making room for the housing, jobs, and public spaces we need. It pairs a straightforward Euclidean framework with light form-based tools where they matter most (our downtowns), strengthens safety and resilience (SFHA overlay), and cools and greens the city with practical, water-wise landscaping standards. Processes are simpler but smarter: rezonings use a Zoning Concept Scheme with enforceable conditions, Administrative Relief provides modest staff-level flexibility, CUPs add a transparent path for context-sensitive uses, and pre-zoning aligns annexation with ready-to-use districts. In short, this code is easier to read, easier to administer, and better aligned with our Comprehensive Plan—so good projects can say “yes” faster, and Bastrop’s character remains front and center.

Building Bastrop, Better.

Get Involved & Get Help

Contact Development Services

- **Counter:** City Hall, 1311 Chestnut Street, Bastrop, TX 78602. Hours: M–F, 8–4.
- **Phone:** (512)-332-8840 • **Email:** plan@cityofbastrop.org

Attend Public Meetings (in person or live streamed on Facebook)

- **Location:** City Hall, 1311 Chestnut Street, Bastrop, TX 78602 (Verify location on the agenda)
- **Bodies:** City Council, Planning & Zoning Commission, Historic Landmark Commission, etc.
- **Agendas:** https://bastrop-tx.municodemeetings.com/?field_microsite_tid_selective=27

Livestream/recordings (if available): <https://www.facebook.com/bastroptx/>

View Agendas & Packets

- Posted at least 3 business days before meetings.
- Link to Agendas: https://bastrop-tx.municodemeetings.com/?field_microsite_tid_selective=27
- **Website:** www.CityofBastrop.org



Chapter 14

BASTROP DEVELOPMENT CODE

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ARTICLE 14.01 GENERAL PROVISIONS

Sec. 14.01.001 Title, Authority, and Purpose.

- A. Title. This ordinance shall be known and cited as the City of Bastrop Development Code (“Development Code”).
- B. Authority. This Development Code is adopted pursuant to the City of Bastrop’s authority as a Home Rule Municipality under the Texas Constitution, the Texas Local Government Code (including Chapters 51, 54, 211, 212, and 213), and other applicable state and federal laws.
- C. Purpose.
 - 1) The purpose of this Development Code is to establish a comprehensive framework of standards for land use, development, and redevelopment within the City of Bastrop and its extraterritorial jurisdiction.
 - 2) This Code is intended to:
 - a) Implement the City’s Comprehensive Plan and adopted policies;
 - b) Guide growth in a fiscally sustainable and geographically sensitive manner;
 - c) Preserve and reflect Bastrop’s authentic character and historic development patterns;
 - d) Provide clear, consistent, and predictable standards for property owners, developers, and the community;
 - e) Promote environmental stewardship and resilience, including flood mitigation and sustainable land use practices;
 - f) Ensure high-quality, intentional development that contributes to a strong sense of place, economic vitality, and community identity; and
 - g) Protect the health, safety, and general welfare of the residents of Bastrop.

Sec. 14.01.002 Applicability and Jurisdiction.

- (a) Applicability.
 - (1) The provisions of this Development Code shall apply to all land, structures, uses, and development activities within the jurisdiction of the City of Bastrop as described in subsection (B).
 - (2) No building, structure, land, or use shall be established, constructed, altered, or maintained except in compliance with the provisions of this Code and all other applicable City ordinances and regulations.
 - (3) Where conflicts arise between this Code and other ordinances, the more restrictive provision shall govern unless otherwise expressly stated.
- (b) Jurisdiction.
 - (1) This Development Code applies to all property within the corporate limits of the City of Bastrop.

- (2) Certain provisions of this Code, as authorized by the Texas Local Government Code, shall also apply within the City's extraterritorial jurisdiction (ETJ), including but not limited to subdivision regulation, infrastructure standards, environmental protection, and other provisions expressly authorized by law.
- (3) The boundaries of the City and its ETJ shall be determined as provided by state law and as may be amended from time to time through annexation, disannexation, or other lawful action.

ARTICLE 14.02 ZONING DISTRICTS

Sec. 14.02.001 Establishment of Zoning Districts.

- A. The City of Bastrop is hereby divided into the following zoning districts. Each district is intended to guide land development in a manner consistent with the Comprehensive Plan and the unique character of Bastrop. These districts establish the baseline for permitted uses, development intensity, and design standards.

The zoning districts established in this Code are:

- P/OS – Parks and Open Space
- RR – Rural Residential
- SF – Single Family Residential (SF-1, SF-2, SF-3)
- MU – Mixed Use
- GC – General Commercial
- PI – Public Institutional
- IND – Industrial
- PDD – Planned Development Districts

Sec. 14.02.002 Official Zoning Map.

- A. The location and boundaries of zoning districts shall be shown on the Official Zoning Map of the City of Bastrop. The Official Zoning Map shall be maintained by the Planning Department and is incorporated herein by reference.

Sec. 14.02.003 District Requirements

- A. Parks and Open Space (P/OS)
- 1) Intent. The P/OS District preserves land for natural areas, greenways, floodplains, public parks, and recreational facilities. It provides areas for conservation, passive and active recreation, and environmental protection while maintaining
 - 2) Bastrop’s natural character and sensitive environmental features.
 - 3) Typical Uses: Parks, trails, greenways, floodplain reserves, civic plazas, nature preserves, cemeteries, and limited accessory structures (restrooms, pavilions).
 - 4) Development Standards.
 - a) Minimum Lot Size: None.
- B. Rural Residential (RR)

- 1) Intent. The RR District accommodates very low-density residential and agricultural uses. It preserves Bastrop’s rural heritage, maintains open vistas, and provides a transition from natural areas to developed areas, supporting large-lot homesteads, ranching, and agricultural operations.
 - 2) Typical Uses: Single-family homes on large lots, ranching, farming, equestrian uses, and rural community facilities.
 - 3) Development Standards.
 - a) Minimum Lot Size: 1 acre
 - b) Front Setback: 50 feet
 - c) Side Setback: 20 feet (Corner Side Street Setback: 20 feet)
 - d) Rear Setback: 50 feet
 - e) Maximum Building Height: 35 feet
 - f) Maximum Impervious Coverage: 50%
 - g) Parking Requirements: One 10’ x 20’ parking space per bedroom shall be provided.
- C. Residential Single Family – Low Density (SF-1)
- 1) Intent. A district for detached single-family homes on larger lots, offering a spacious, low-intensity residential setting with a suburban-to-rural feel.
 - 2) Typical Uses: Single-family detached homes and no-impact home-based businesses.
 - 3) Development Standards.
 - a) Minimum Lot Size: 1/3 acre (14,520 square feet)
 - b) Minimum Lot Width: 100 feet
 - c) Front Setback: 30 feet (porches may encroach up to 10 feet)
 - d) Side Setback: 10 feet (Corner Side Street Setback: 20 feet)
 - e) Rear Setback: 30 feet
 - f) Maximum Building Height: 35 feet
 - g) Maximum Impervious Coverage: 50%
 - h) Parking Requirements: One 10’ x 20’ parking space per bedroom shall be provided.
- D. Residential Single Family – Medium Density (SF-2)
- 1) Intent. A district for detached single-family homes on mid-sized lots, reflecting a classic neighborhood pattern with balanced density and everyday livability.
 - 2) Typical Uses: Single-family detached homes and no-impact home-based businesses.
 - 3) Development Standards.
 - a) Minimum Lot Size: 7,500 square feet
 - b) Minimum Lot Width: 75 feet
 - c) Front Setback: 25 feet (porches may encroach up to 10 feet)
 - d) Side Setback: 7.5 feet (Corner Side Street Setback: 15 feet)

- e) Rear Setback: 20 feet
 - f) Maximum Building Height: 35 feet
 - g) Maximum Impervious Coverage: 50%
 - h) Parking Requirements: One 10' x 20' parking space per bedroom shall be provided.
- E. Residential Single Family – High Density (SF-3)
- 1) Intent. A district for detached single-family homes on smaller, more compact lots, supporting a finer-grained neighborhood fabric and efficient use of land while maintaining single-family character.
 - 2) Typical Uses: Single-family detached homes and no-impact home-based businesses.
 - 3) Development Standards.
 - a) Minimum Lot Size: 5,000 square feet
 - b) Minimum Lot Width: 50 feet
 - c) Front Setback: 15 feet (porches may encroach up to 10 feet)
 - d) Side Setback: 5 feet (Corner Side Street Setback: 10 feet)
 - e) Rear Setback: 15 feet
 - f) Maximum Building Height: 35 feet
 - g) Maximum Impervious Coverage: 50%
 - h) Parking Requirements: One 10' x 20' parking space per bedroom shall be provided.
- F. Mixed Use (MU)
- 1) Intent: The MU District is intended to provide a variety of housing types at higher densities while allowing for limited neighborhood-serving commercial uses. This district promotes walkable, compact development that supports efficient infrastructure use and creates opportunities for residents to live, work, and access services within the same community. MU areas are typically located along corridors or at transitions between lower-density residential neighborhoods and more intense commercial or employment districts.
 - 2) Typical Uses: Apartments, townhomes, duplexes, condominiums, senior housing, live/work units, and small-scale neighborhood-serving commercial such as retail, offices, restaurants, and personal services, along with supporting community amenities.
 - 3) Development Standards:
 - a) Minimum Lot Size: 1/3 Acre (14,520 square feet)
 - b) Minimum Lot Width: None
 - c) Front Setback: 15 feet
 - d) Side Setback: None – Must still meet the requirements of the Building Code and Fire Code.
 - e) Corner Side Street Setback: 10 feet
 - f) Rear Setback: 15 feet
 - g) Maximum Building Height: 45 feet

h) Maximum Impervious Coverage: 60%

G. General Commercial (GC)

- 1) Intent. The GC District provides for commercial, retail, office, and mixed-use development. It is intended to concentrate higher-intensity commercial activity in Bastrop’s downtown, corridors, and regional centers.
- 2) Typical Uses: Retail stores, restaurants, offices, personal and professional services, auto sales and service, hotels/motels, and similar commercial uses that serve both local and regional customers.
- 3) Development Standards.
 - a) Minimum Lot Size: ¼ acre
 - b) Minimum Lot Width: 75 feet
 - c) Front Setback: 20 feet
 - d) Side Setback: 5 feet
 - e) Corner Side Street Setback: 10 feet
 - f) Rear Setback: 20 feet
 - g) Maximum Building Height: 55 feet (Maximum 5 Stories)
 - h) Maximum Impervious Coverage: 65%

H. Public Institutional (PI)

- 1) The CS District is reserved for civic, public, and institutional uses that serve the community.
- 2) Typical Uses: Schools, libraries, community centers, government buildings, and public safety facilities.
- 3) Development Standards.
 - a) Minimum Lot Size: 2.5 acres
 - b) Minimum Lot Width: 100 feet
 - c) Setbacks: 20 feet all sides (may be reduced for urban frontage, provided fire access and pedestrian circulation are maintained).
 - d) Maximum Building Height: 55 feet (maximum 5 stories)
 - e) Maximum Impervious Coverage: 65%

I. Industrial (IND)

- 1) Intent. The C/I District provides locations for industrial and employment-generating uses that require larger sites, access to major transportation routes, and separation from residential neighborhoods.
- 2) Typical Uses: Warehousing, light and heavy industrial uses, logistics, distribution, manufacturing, and supporting offices.
- 3) Development Standards.
 - a) Minimum Lot Size: 2.5 acre
 - b) Minimum Lot Width: 100 feet
 - c) Front Setback: 25 feet

- d) Side Setback: 20 feet (40 feet when abutting to residential district)
- e) Rear Setback: 25 feet (40 feet when abutting residential district)
- f) Maximum Building Height: 60 feet
- g) Maximum Impervious Coverage: 65%

J. Planned Development District (PDD)

1) Purpose and Nature of District.

- a) Purpose. The Planned Development District (PD/PDD) is a legislative zoning district intended to allow integrated, creative development with equal or superior outcomes relative to base zoning, while protecting adjacent areas and natural resources.
- b) Legislative Nature. A PDD is established by ordinance. It is not a contract and does not bind future legislative action. Any companion development agreement, if used, is a separate instrument and may not substitute for or conflict with this ordinance.
- c) Plan Consistency. Council may approve a PDD only upon finding it is in accordance with the Comprehensive Plan and advances the public health, safety, and welfare.
- d) District Framework. Each PDD is a freestanding zoning district that (i) adopts a PD Master Plan and (ii) a Development Standards Matrix regulating uses and form. Where the PDD is silent, the referenced base district applies.

2) Minimum Standards.

- a) Standards by ordinance. Standards are adopted by ordinance via the PD Master Plan and Development Standards Matrix. Where not modified, the referenced base district and this Code apply.
- b) Land use.
 - (1) Uses. An application for a PD district shall specify the use or the combination of uses proposed, particularly if any of the proposed uses are not allowed by right in the base zoning district.
 - (2) Base district. In the PD district, uses shall conform to the standards and regulations of the base zoning district to which it is most similar. The particular zoning district must be stated in the granting ordinance.
 - (3) Modifications. All applications to the city shall list all requested modifications/deviations from base standards set forth throughout the Development Code (applications without this list will be considered incomplete).
 - (4) Conditional Use. Only conditional uses listed in the PD ordinance are allowed; once listed, they are treated as permitted within the PD.
 - (5) Location. The location of all authorized uses shall be consistent with the PD master plan and the PD site plan.

- (6) Residential uses. Residential dimensional and design standards shall be as set in the Development Standards Matrix.
 - (7) Density. Maximum density and minimum lot size are established in the Development Standards Matrix; any bonus may be approved only when tied to specified open-space or public-improvement commitments shown on the PD Master Plan.
 - (8) Drainage. Drainage features shall be integrated into the site design and comply with the City's Drainage Criteria Manual; nature-based practices are encouraged where feasible.
- c) Open space standards.
- (1) Public or private. All Planned Development Districts (PDDs) shall be subject to the City's adopted Parkland Dedication requirements and Park Enrichment Fund contributions as outlined in Chapter 10 of the Code of Ordinances. In addition to meeting Parkland Dedication requirements, each PDD is encouraged to provide additional open space, which shall be privately maintained and managed by a Homeowner's Association or similar permanent agency.
 - (2) Preservation of natural features. Unless otherwise provided by the PD ordinance or PD master plan:
 - (a) Floodplain areas shall be preserved and maintained as open space; and
 - (b) Significant stands of native trees shall be preserved and protected from destruction or alteration pursuant to a tree preservation plan submitted to the city by the applicant.
 - (3) Open space allocation and preservation. Open space requirements shall be satisfied for each phase of a multiphase development. If open space is not to be provided proportionally, the applicant must execute a reservation of open space in a form that will ensure the city that such open space will be provided. The city may require that all open space within the PD district must be provided prior to completion of development within the PD district. Parkland Dedication and any associated park improvements shall be included in the first phase of the development.
- d) Height regulations. Unless otherwise provided by the PD ordinance, height regulations for uses shall be those established within the city's zoning regulations for the base zoning district.
- e) Area regulations. Unless otherwise provided by the PD ordinance, area regulations for uses shall be those established within the city's zoning regulations for the base zoning district. The minimum allowable size for a PDD shall be five (5) acres.
- (1) Small Site Exception: A PD may be established on a minimum site acreage of 1 acre for infill development or constrained sites if:
 - (a) The PDD establishes superior outcomes compared to base zoning as far as design, open space, connectivity, or infrastructure, and;

- (b) Meets compatibility/transition and connectivity standards. City Council must find the PDD delivers equal or superior outcomes versus base zoning.

3) PD Master Plan

- a) Mandatory. The PD master plan is mandatory step in the creation of a PD district. It establishes general guidelines for the PD district by identifying the proposed land uses and intensities, building locations, building footprints, thoroughfare locations, and open space boundaries, including any proposed public trail systems. The PD master plan, as incorporated in the PD ordinance and together with the text of the ordinance, establishes the development standards for the PD district.
- b) Compliance with approved plans. Except as otherwise provided by the city's subdivision regulations, no development shall begin and no building permit shall be issued for any land within a PD district until a PD site plan that is substantially consistent with the PD master plan has been approved. Each PD district shall be developed, used, and maintained in compliance with the approved PD master plan, and subsequently conforming site plans, for the PD district, as per the city's site development ordinance.
- c) Required Findings for Approval. Council may approve a PDD only if it finds:
 - (1) The PDD is in accordance with the Comprehensive Plan;
 - (2) The PDD will achieve equal or superior outcomes to base zoning for at least three of the following: site design, connectivity, open space, tree preservation, housing variety/attainability, infrastructure phasing, or environmental performance;
 - (3) Adequate public facilities will be available per adopted standards; and
 - (4) The PD Master Plan and Development Standards Matrix are clear and enforceable.
- d) Establishment of District.
 - (1) Zoning amendment. The procedures for establishing a PD district shall be as for any other type of zoning request, except that more information is typically needed along with the request, and a master plan shall be submitted along with the request.
 - (2) Application. An application for the establishment of a PD district shall be submitted in accordance with this article. The application shall include:
 - (a) A PD master plan;
 - (b) A list of proposed PD district development standards;
 - (c) Identification of a zoning district, if any, which shall apply to the extent not otherwise provided by the PD master plan or by the proposed PD district development standards;
 - (d) A master plan informational statement: and
 - (e) A traffic impact analysis, as required or waived by the Director per the City's adopted TIA policy.

- e) Governing regulations. Except to the extent provided by the PD master plan and the PD ordinance, development within the PD district shall be governed by all of the ordinances, rules, and regulations of the city in effect at the time of such development, including the standards of the zoning district identified in the application.
- f) Conflict. Conflicts are governed by the order of control in C.g(2).
- g) PD master plan requirements.
 - (1) Submission & Processing. A PD Master Plan and a Development Standards Matrix shall be submitted with the PD zoning application and reviewed by the Development Review Committee (DRC). If the PD is approved, both documents are adopted by reference and made part of the PD ordinance.
 - (2) Development Standards & Order of Control. The Development Standards Matrix lists permitted/conditional uses and all modifications to base standards (e.g., modifications to base zoning standards; density/intensity; lot/building dimensions; setbacks/build-to; height; coverage/impervious; landscaping/buffers/tree preservation; lighting; screening/fencing; parking/loading; signage; open space/parkland; drainage/stormwater; utilities; street/alley cross-sections; block/lotting/connectivity; architectural/massing if applicable; and any phasing triggers or conditions). Accompanying graphics are illustrative unless expressly labeled "Regulatory." If a conflict exists, the PD ordinance controls, then the Development Standards Matrix, then any Regulatory graphics. Where the PD ordinance is silent, the referenced base district and this Code apply. The Director may waive submittal-format items for completeness (e.g., file type, sheet size, minor labels) but not substantive content; substantive changes require a PD amendment by City Council.
 - (3) Information Statement (Non-Regulatory). A PD application shall include a brief narrative addressing:
 - (a) consistency with the Comprehensive Plan;
 - (b) total acreage;
 - (c) a conceptual phasing narrative (sequence of development and backbone improvements); and
 - (d) an aerial image delineating PD boundaries.
- h) Master plan amendment.
 - (1) Major Amendment (rezoning required): any change that (i) adds a new use category; (ii) increases total dwelling units or nonresidential floor area by >10%; (iii) relocates a thoroughfare, removes a collector connection, or reduces block connectivity; (iv) reduces total open space by >10% or changes required park location/type; or (v) expands PD boundaries.

- (2) Minor Modification (administrative—Director): adjustments to envelopes, lotting, or phasing that do not meet Major thresholds and maintain approval findings. The Director may refer a request to P&Z/Council.
- 4) Lapse of master plan. A PD Master Plan expires two (2) years after adoption unless a plat or site plan consistent with the PD is approved.
 - a) The applicant may request up to two one-year extensions before lapse; P&Z recommends and Council decides at a public meeting.
 - b) In deciding an extension, Council considers reasons for lapse, ability to meet prior conditions, and applicable regulations at that time.
 - c) A short staff memo shall address proof of progress and conformance.
- 5) Contents and format of master plan.
 - a) Objective. Provide sufficient information for infrastructure planning and to demonstrate superior outcomes while allowing flexibility.
 - b) Scale. No smaller than 1" = 200'.
 - c) Contents.
 - (1) Everything required with a Concept Plan as outlined under Article 12 (Zoning Procedures); and
 - (2) Cover Sheet (title block, professionals, scales, north, date, gross/net acreage, legal description).
 - (3) Vicinity Map (City/ETJ context and roadway network).
 - (4) Land Use Plan (use areas; residential ranges; nonresidential intensity; mixed-use areas; approximate units/lot counts by phase).
 - (5) Circulation Plan (thoroughfares/collectors; internal street/block framework; alleys if used; trails/sidewalks; access points; median openings/turn-lane concept and opposite-side coordination).
 - (6) A Preliminary Tree Survey and Tree Preservation Framework (preservation focus areas and construction-phase protection approach; detailed surveys at plat/site stage).
 - (7) Development Standards Matrix (Regulating Table).
 - (8) Street & Edge Cross-Sections (Typicals). Internal sections and edge treatments/buffers along sensitive adjacencies.
 - (9) Phasing Plan (sequence of plats/site plans; backbone infrastructure; parks/open-space delivery; triggers for off-site improvements).
 - (10) Supporting Narrative (how the PDD implements the Comprehensive Plan and meets equal/superior outcomes; where base standards are replaced or supplemented).
 - (11) Impact Studies (as required) per City determination (TIA, utilities, environmental).

(12) Digital Submittals (PDF + GIS/CAD suitable for mapping adopted PD boundaries/land-use areas).

6) Submission and Review Process.

a) Submission of complete application.

(1) For the purpose of this article, the “official submission date” shall be the date upon which a complete application for approval of a PD, that contains all elements and information required by this article, is first submitted to the Director. No application shall be deemed officially submitted until the Director determines that the application is administratively complete and a fee receipt is issued by the city.

(2) PD master plan applications that do not include all required information and materials will be considered incomplete, shall not be accepted for official submission by the Director, and shall not be scheduled on a P&Z agenda until the proper information is provided to city staff.

7) Additional Information. The city’s staff may require information and data other than that set out in this section for specific PD master plans. This information data may include but is not limited to: geologic information, water yields, flood data and hydrological studies, environmental information, traffic impact analysis, road capacities, market information, historic structure(s) and/or land, economic data for the proposed development. hours of operation, elevations and perspective drawings, lighting, and similar information. Approval of a PD may establish conditions for construction based upon such information.

8) Principles and standards for review.

a) The following criteria have been set forth as a guide for evaluating the adequacy of proposed development within the city, and to ensure that all developments are, to the best extent possible, constructed according to the city’s codes and ordinances.

b) The city manager shall review the PD for compliance with all applicable city ordinances and with the comprehensive plan; for harmony with surrounding uses and with long-range plans for the future development of the city; for the promotion of the health, safety, order, efficiency, and economy of the city; and for the maintenance of property values and the general welfare.

c) PD review and evaluation by the Director shall be performed with respect to the following:

(a) The plan's compliance with all provisions of the zoning ordinance and other ordinances of the city.

(b) The impact of the development relating to (b) the preservation of existing natural resources on the site and the impact on the natural resources of the surrounding properties and neighborhood.

(c) The relationship of the development to adjacent uses in terms of harmonious design, facade treatment, setbacks, building materials, maintenance of property values, and any possible negative impacts.

- (d) The provision of a safe and efficient vehicular and pedestrian circulation system.
 - (e) The general design and location of off-street parking and loading facilities to ensure that all such spaces are usable and are safely and conveniently arranged.
 - (f) The sufficient width and suitable grade and location of streets designed to accommodate prospective traffic and to provide access for firefighting and emergency equipment to buildings.
 - (g) The coordination of streets so as to arrange a convenient system consistent with the transportation plan of the city.
 - (h) The use of landscaping and screening to provide adequate buffers to shield lights, noise, movement, or activities from adjacent properties when necessary, and to complement and integrate the design and location of buildings into the overall site design.
 - (i) Exterior lighting to ensure safe movement and for security purposes, which shall be arranged so as to minimize glare and reflection upon adjacent properties.
 - (j) The location, size, accessibility, and configuration of open space areas to ensure that such areas are suitable for intended recreation and conservation uses.
 - (k) Protection and conservation of soils from erosion by wind or water or from excavation or grading.
 - (l) Protection and conservation of watercourses and areas subject to flooding.
 - (m) The adequacy of water, drainage, sewerage facilities, solid waste disposal, and other utilities necessary for essential services to residents and occupants.
 - (n) Consistency with the comprehensive plan.
- 9) Approval Process.
- a) Pre-application conference. The applicant(s) shall consult with the Director of Planning & Development and/or other designated administrative officers before preparing a PD Master Plan application in order to save time and money, and to avoid potential unnecessary delays.
 - b) Prior to formal application for approval of any PD. the applicant(s) shall request and attend a pre-application conference with the Director of Planning and Development, and any other pertinent city official(s) in order to become familiar with the city's development regulations and the development process.
 - c) City staff review. Upon official submission of a complete application for PD approval, the city shall commence technical review of the development proposal by forwarding a copy of the application to the Director of Planning & Development and the Development Review Committee (DRC). Development review team members shall review the application and shall ascertain its compliance with these and other applicable city regulations.

- d) Supplementation and corrections. Following city staff review of the plan and supporting documents, and following discussions with the applicant on any revisions deemed advisable and the kind and extent of improvements to be installed, the applicant shall resubmit additional copies of the corrected or supplemented plan to the Director within 60 calendar days following the date on which the applicant received official notification of the completion of the review by the DRC.
 - e) DRC Recommendation. Prior to consideration by the P&Z or City Council, all PD proposals must be reviewed by the DRC. The Director may forward a PD proposal to the P&Z and Council with or without a recommendation.
 - f) Action by P&Z/City Council.
 - (1) The P&Z shall review the PD application and shall recommend approval, approval subject to certain conditions, or disapproval of the PD. If the P&Z recommends approval, with or without conditions, of the plan, then it will be forwarded to the city council for consideration.
 - (2) The city council shall consider the PD application at a public meeting following receipt of a determination by the P&Z. The City Council may also, where appropriate, remand the PD application back to the P&Z for reconsideration if it believes that there is a compelling reason to do so, such as the introduction of significant new facts or testimony.
- 10) Public hearing and notice.
- a) Hearings. The P&Z shall hold a public hearing and forward a recommendation to the City Council. The City Council shall hold a public hearing prior to adoption.
 - b) Published & website notice (Council). Notice of the Council hearing must be published in the official newspaper and on the City website at least 15 days prior to the hearing.
 - c) Mailed notice (P&Z). Mailed notice of the P&Z hearing shall be sent by regular mail to owners within 500 feet (City policy exceeding the state minimum 200 feet) at least 10 days prior to the hearing.
 - d) Posted sign (home-rule). A zoning notice sign, at least 24"×48", shall be posted beginning not later than the 10th day before the P&Z hearing and remain until final Council action, consistent with LGC §211.0073. The applicant shall provide, install, and maintain the sign unless the City elects otherwise.
 - e) Protests. Protests and voting thresholds shall follow LGC §211.0061. If a qualifying protest is filed, approval requires the vote specified by state law as amended.
- 11) Administrative fees. The city shall impose its standard fees for the negotiation, preparation and implementation of PDs. These fees shall be established by the city council in accordance with the city's fee schedule. The city may also recoup from applicants any out-of-pocket expenses related to professional services the city requires in order to design the PD and related instruments. Third-party review costs (e.g., traffic, drainage, fiscal analysis) attributable to the application may be billed to the applicant.

12) Vesting. Vesting is determined under Local Government Code Chapter 245 and the City’s vested-rights ordinance. Approval of a PDD or PD Master Plan is not a ‘permit’ under Chapter 245, but permits issued to implement the PD may vest a Project as defined by state law.

K. Clustered Land Development (CLD) – PDD Subtype

1) Intent. The CLD option is intended to preserve significant natural features (such as creeks, floodplains, and mature tree stands) by clustering development onto smaller lots while providing permanent common open space.

2) Process shall follow the same process as outline above for a Planned Development District.

3) Minimum Standards.

a) A CLD shall consist of a minimum of 20 acres.

b) Open Space: At least 40% of the gross site area shall be preserved as open space. Open space shall be permanently dedicated to the City as Parks and Open Space to fulfill Parkland Dedication requirements as adopted by Ordinance in Chapter 10 of the Bastrop Code of Ordinances.

(1) All Public Parkland shall be transferred to the City of Bastrop upon plat recordation.

(a) Floodplains and/or drainage easements may only be included within the dedicated parkland in accordance with the provisions of the Public Parkland Ordinance in Chapter 10.

(2) If 40% of the gross site area exceeds the Public Parkland dedication requirements, the applicant may either dedicate the additional land to the City as public parkland, or set aside the additional land through an irrevocable Conservation Easement or other method approved by City Council.

c) Lot Size: May be reduced below base district minimums and determined by the CLD Master Plan.

d) Connectivity: Development must include pedestrian connections to open space and surrounding neighborhoods.

e) Ownership/Maintenance: Open space must be owned and maintained by a homeowners’ association, land trust, or similar entity, unless dedicated to the City and accepted.

L. Traditional Neighborhood Development (TND) – PDD Subtype

1) Intent. The TND option is intended to create walkable, mixed-housing neighborhoods with interconnected streets, blocks, and public spaces that reflect historic neighborhood patterns.

2) Process shall follow the same process as outline above for a Planned Development District.

3) Minimum Standards.

a) The minimum size for a TND shall be 13.6 acres.

b) Street Network: Must provide an interconnected block pattern with limited use of cul-de-sacs.

(1) The preferred block perimeter should be 1,320 feet, with a suggested block size of 330' x 330'.
If block dimensions exceed the preferred block perimeter and size, a 20' pedestrian walkway shall be included at mid-block.

- c) Housing Mix: At least three housing types required, each making up no less than 20% of total housing.
- d) Civic/Commercial Space: At least 10% of gross area must be reserved for civic, recreational, or small-scale neighborhood-serving commercial uses.
- e) Open Space: A minimum of 10% of gross site area shall be provided as parks, greens, or plazas, distributed throughout the neighborhood.
- f) Pedestrian Orientation: Buildings shall front onto streets or public spaces, with sidewalks on both sides of all streets.
- g) Alley-loaded driveways/garages shall be provided for at least 70% of units to reduce driveway curb cuts and improve street connectivity

Sec. 14.02.005 Contextual Neighborhood Setback Adjustment

A. Contextual Neighborhood Setback Adjustment

- 1. Applicability: principal buildings fronting a local or collector street; applies to front setback and, on corner lots, the street-side setback.
- 2. Measurement:
 - a) "Blockface" = all lots fronting the same street between intersecting streets.
 - b) Use the two immediately adjacent developed lots on the same blockface (one on each side) to determine reference setbacks (wall plane only, excluding permitted encroachments).
 - c) If only one adjacent is developed, average with the next nearest developed lot on the same blockface.
 - d) If none adjacent are developed, average the three nearest developed lots within 500 feet; if fewer than two exist, base district setback applies.
- 3. Required Contextual Setback: simple average of reference setbacks, rounded to nearest whole foot. The DRC may allow ±2 feet to align modules or avoid utilities.
- 4. Limits: Does not authorize encroachments into visibility triangles, easements, drainage/flood setbacks, buffers, or critical root zones; permitted projections (porches, stoops, awnings) are measured from the contextual line per this Code.

Sec. 14.02.006 Table of Permitted Uses.

A. Purpose. The Table of Permitted Uses establishes the allowed land uses within each zoning district. The table provides a clear and predictable framework for property owners, developers, and the public by identifying which uses are permitted by right, which require additional review, and which are prohibited. This section is

intended to ensure compatibility between land uses, protect community character, and promote orderly growth consistent with the City’s Comprehensive Plan.

B. No-Impact Home-Based Businesses. Under Local Government Code §229.902 (HB 2464, effective June 12, 2025), a city may not: (1) prohibit a no-impact home-based business; (2) require a license/permit to operate one; or (3) require rezoning or sprinklers for a single-family home or duplex. A city may still require compliance with fire/building codes and health, traffic, waste, pollution, and noise regulations; require compatibility and that the business be secondary to the dwelling; and may limit/prohibit HBBs selling alcohol/illegal drugs, structured sober living homes, or sexually oriented businesses.

C. Legend.

P = Permitted by right

C = Conditional Use (requires Planning and Zoning Commission and City Council approval)

NP = Not Permitted

D. Table of Permitted Uses.

Primary Residential Uses

Use	P/OS	RR	SF	MU	GC	PI	IND
Single-Family Detached	P	P	P	P	C	C	NP
Single-Family Attached (Townhome)	NP	NP	NP	P	NP	NP	NP
Duplex	NP	NP	C	P	NP	NP	NP
Multiple-Family Dwelling (Apartment)	NP	NP	NP	P	C	NP	NP
Patio Home / Zero Lot Line	NP	NP	NP	P	NP	NP	NP
Manufactured Homes	NP	P	C	NP	NP	NP	NP
Modular Home	NP	P	P	P	NP	NP	NP
Short Term Rental	NP	C	C	P	NP	NP	NP
Bed and Breakfast	NP	C	C	P	C	NP	NP
Hotel/Motel	NP	NP	NP	C	P	NP	C
Manufactured Home Park	NP	C	NP	NP	NP	NP	NP
Live/Work Unit	NP	NP	NP	P	C	NP	NP

Community Home	P	P	C	P	C	P	NP
Boarding / Rooming House	NP	NP	C	P	C	NP	NP
Housing for Elderly/Senior	NP	NP	C	P	C	NP	NP
Accessory Dwelling Units	NP	P	C	C	NP	NP	NP

Accessory & Incidental Uses

Use	P/OS	RR	SF	MU	GC	PI	IND
Accessory Building (Residential)	NP	P	P	P	NP	NP	NP
Accessory Building (Non-Residential)	P	NP	NP	P	P	P	P
No-Impact Home Occupation	NP	P	P	P	NP	NP	NP
Swimming Pool (Private)	P	P	P	P	C	P	C
Tennis Court / Recreation	P	P	C	C	C	P	NP
Off-Street Parking (Incidental)	P	P	P	P	P	P	P
EV Charging Stations	P	P	P	P	P	P	P

Utility, Service & Other Uses

Use	P/OS	RR	SF	MU	GC	PI	IND
Electrical Substation	C	C	C	C	C	P	P
Water Reservoir / Pump	NP	C	NP	NP	NP	P	P
Utility Shop / Storage	NP	P	NP	C	C	NP	P
Public Buildings (Municipal, Fire, Police)	P	NP	NP	NP	C	P	NP
Wireless Telecommunication Facilities	NP	P	NP	NP	NP	NP	P
Farm / Ranch / Orchard (Commercial)	P	P	NP	NP	NP	NP	NP

Community Garden	P	P	P	P	P	P	P
Utility, Minor (lift station, pump, small substation)	P	P	P	C	C	P	P
Utility, Major (treatment plants, large substations)	C	C	NP	NP	C	P	P
Solar Farm/Battery Energy Storage Systems (BESS)	C	P	NP	NP	NP	NP	P
Wind Energy Conversion System (WECS)	C	P	NP	NP	NP	NP	P

Agricultural, Recreational & Entertainment Uses

Use	P/OS	RR	SF	MU	GC	PI	IND
Park / Playground	P	P	P	P	C	P	NP
Private Clubs / Country Clubs	NP	C	NP	C	C	NP	NP
Golf Course (Commercial)	P	C	C	C	C	C	NP
Stable (Private)	NP	P	NP	NP	NP	C	C
Amusement / Recreation (Indoor/Outdoor)	P	C	NP	NP	C	P	C
Farmers Market, Produce Stand (roadside, seasonal)	P	P	C	P	P	C	NP
RV Park/Campground	NP	C	NP	NP	NP	NP	NP
Indoor Entertainment (arcade, bowling, trampoline, etc.)	NP	NP	NP	C	P	C	NP
Outdoor Entertainment (amphitheater, sports complex, etc.)	P	C	NP	C	P	C	NP
Theater/Cinema (fixed seats)	NP	NP	NP	P	P	C	NP

Educational, Institutional & Special Uses

Use	P/OS	RR	SF	MU	GC	PI	IND
School / Nursery / Childcare	NP	P	P	P	P	P	NP
Church / Temple / Rectory	NP	C	C	P	P	C	NP

Community Center (Public)	P	NP	NP	NP	C	P	NP
Hospital / Assisted Living / Skilled Nursing	NP	NP	NP	C	P	P	P
College / University	NP	NP	NP	NP	C	P	C
Library/Museum	NP	NP	NP	C	C	P	NP
Social Service Facility (food bank, counseling), Shelter/Transitional Housing	NP	C	NP	C	P	P	NP
Cemetery (human burial)	NP	NP	NP	NP	C	P	C
Crematorium (human or animal)	NP	C	NP	NP	C	C	C

Transportation & Auto-Related Uses

Use	P/OS	RR	SF	MU	GC	PI	IND
Parking Lot / Structure	P	NP	NP	C	P	P	P
Auto Repair / Sales	NP	C	NP	C	C	NP	P
Motor Freight / Hauling	NP	C	NP	NP	C	NP	P
Heliport / Airport	NP	C	NP	NP	C	NP	P

Office & Professional Uses

Use	P/OS	RR	SF	MU	GC	PI	IND
General Offices	NP	NP	NP	P	P	C	P
Medical / Dental / Labs	NP	NP	NP	P	P	NP	P
Banks / Financial Institutions	NP	NP	NP	P	P	NP	C

Telemarketing / Call Centers	NP	NP	NP	C	P	NP	P
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Retail & Service Uses

Use	P/OS	RR	SF	MU	GC	PI	IND
Retail Shops (General)	NP	NP	NP	P	P	NP	C
Restaurants / Cafeterias	NP	NP	NP	P	P	NP	C
Gas / Fuel Sales	NP	NP	NP	C	P	NP	P
Personal Services (Salon, Tailor, etc.)	NP	NP	NP	P	P	NP	C
Animal Services / Vet	NP	C	NP	C	P	NP	C
Bar/Lounge/Nightclub	NP	NP	NP	C	P	NP	NP
Event Venue/Banquet Hall/Reception Facility	NP	NP	NP	C	P	C	C
Food Truck Park	NP	C	NP	C	P	NP	NP
Convenience Store (with fuel)	NP	NP	NP	C	P	NP	P
Convenience Store (without fuel)	NP	NP	NP	P	P	NP	C
Car Wash	NP	C	NP	C	P	NP	P
Vehicle Renting/Leasing	NP	NP	NP	C	P	NP	P
Towing/Vehicle Storage Lot (impound)	NP	C	NP	NP	C	NP	P
Outdoor Sales & Display (garden center/lumberyard)	NP	C	NP	C	P	NP	P
Tattoo/Body Art Studio	NP	NP	NP	C	P	NP	C

Pawn Shop	NP	NP	NP	C	C	NP	C
Liquor Store	NP	NP	NP	C	P	NP	C

Commercial / Industrial Use

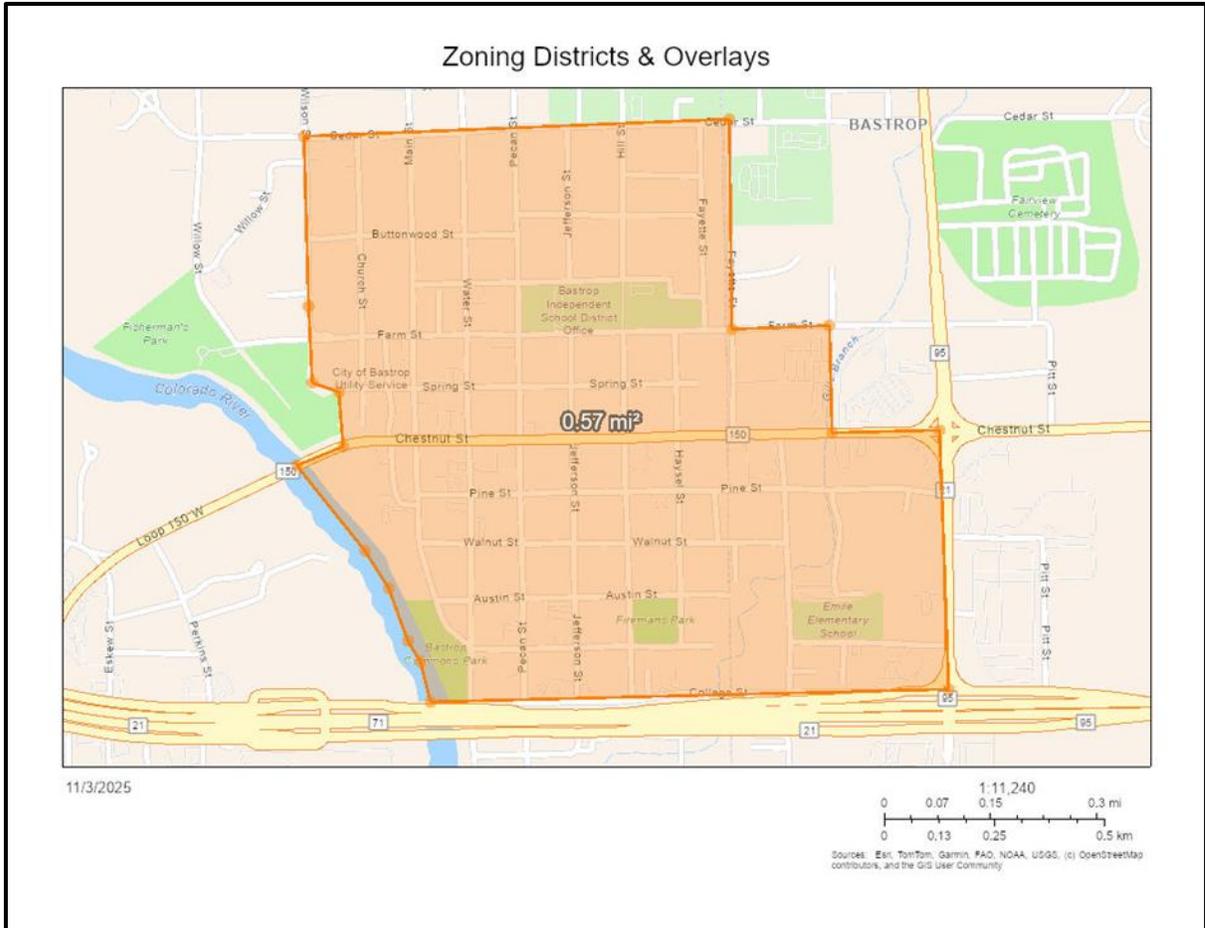
Use	P/OS	RR	SF	MU	GC	PI	IND
Light Manufacturing	NP	C	NP	NP	C	NP	P
Heavy Manufacturing / Industrial	NP	NP	NP	NP	NP	NP	P
Warehousing / Distribution	NP	NP	NP	NP	C	NP	P
Breweries / Distilleries	NP	NP	NP	C	P	NP	P
Wineries	NP	NP	NP	C	P	NP	P
Outdoor Storage / Equipment	NP	C	NP	NP	C	NP	P
Commercial Kennel	NP	C	NP	C	C	NP	P
Self-Service Storage	NP	NP	NP	C	P	NP	P
Contractor Shop (with outdoor yard)	NP	C	NP	NP	C	NP	P
Contractor Shop (without outdoor yard)	NP	C	NP	C	P	NP	P
Artisan Manufacturing/Makerspace (small-scale production)	NP	C	NP	P	P	NP	P
Data Center/Research & Development Lab	NP	NP	NP	C	C	NP	P
Recycling Facility (collection)	NP	C	NP	C	P	NP	P
Materials Recovery Facility (processing)	NP	NP	NP	NP	NP	NP	C

Salvage Yard/Junkyard (heavy)	NP	NP	NP	NP	NP	NP	C
Concrete/Asphalt Batch Plant (heavy)	NP	NP	NP	NP	NP	NP	C
Fuel/Chemical Bulk Storage (heavy)	NP	NP	NP	NP	NP	NP	C

ARTICLE 14.03 SPECIAL DISTRICTS AND OVERLAYS

Sec. 14.03.001 District 1832

- A. Purpose. District 1832 preserves and strengthens Bastrop’s traditional downtown core by focusing on walkable, small-scale buildings, active street fronts, and context-sensitive infill while protecting adjacent residential character.
- B. Applicability. The standards of the underlying zoning district shall apply, except as modified herein.
- C. Boundaries.



- D. Standards.
 - 1) Single-Family Districts.
 - a) Prohibited rezonings. No property within District 1832 may be rezoned to SF-2 or SF-3.
 - b) Build-to zone. A front build-to zone of 15–20 feet is required; eligible adjustments for infill development may be approved per Article 14.02.05 (Contextual Neighborhood Setback Adjustment).
 - 2) Limited commercial by Conditional Use. Any use typically permitted in a Mixed-Use district may be considered as a Conditional Use on Single Family Zoned Lots within District 1832.

- (1) Process. Conditional Use Permits (CUPs) shall follow the procedures in the Administration & Procedures Article, plus a prerequisite recommendation from the Main Street Advisory Board when the property is within the Main Street Program jurisdiction.
 - (2) Conditions. City Council may impose conditions to address parking, hours, screening, landscaping, signage, deliveries, or other operational/site impacts.
 - (3) Residential character. Approved commercial activity shall be wholly contained within the residential structure and shall maintain the residential scale and character on the street.
- 3) Chestnut Street Corridor. Applies to any lot fronting Chestnut Street within District 1832.
- a) Build-to zone. 10–15 feet.
 - b) Parking location. No parking between the primary façade and the Chestnut right-of-way. Any parking visible from a public street must be screened per the Landscaping Article.
 - c) Landscaping. The Landscaping Article (Article 14.05) applies, including frontage and parking-lot landscaping. No credits, waivers, or alternative compliance may reduce required frontage landscaping or parking-lot screening on Chestnut within District 1832.
- 4) Mixed-Use Frontages. Applies to Mixed-Use-zoned parcels within District 1832.
- a) Build-to zone. 10–15 feet.
 - b) Contextual option. Eligible adjustments to match prevailing block-face setbacks may be approved per Article 14.02.05 (Contextual Neighborhood Setback Adjustment).
- 5) Signs (Context-Sensitive Option): For properties within District 1832, the Main Street Director may administratively approve a context-sensitive sign that deviates from Sign Code numeric/material limits when compatible with downtown character. Electronic message centers/digital displays, flashing, or moving signs are prohibited.
- 6) Uses in the District 1832 Overlay.
- a) Residential over nonresidential. In Commercial or Mixed-Use districts, upper-story residential is permitted by-right over ground-floor retail/office throughout District 1832, provided 1 off-street space per bedroom is supplied (unless otherwise approved through an adopted shared-parking or demand-management process).
 - b) Conditional Uses. The following uses, when otherwise permitted in the General Commercial district, are Conditional Uses within District 1832:
 - (1) Tattoo studios
 - (2) Drive-through facilities
 - (3) Automotive repair or sales
 - (4) Fueling stations
 - c) Prohibited Uses:
 - (1) Smoke/vape shops

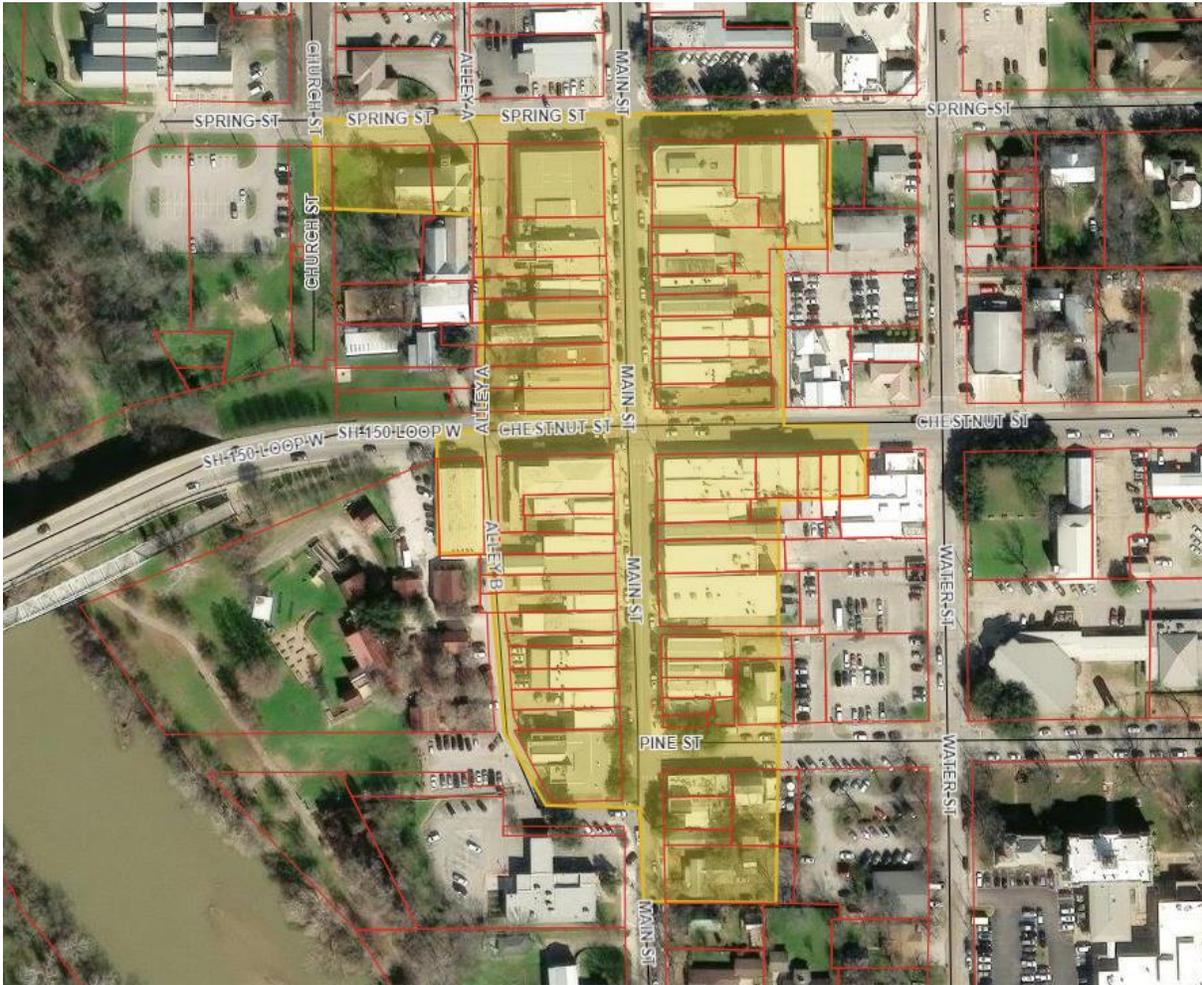
- (2) Sexually Oriented Businesses (SOB's)
- d) Main Street Advisory Board review. For CUPs within District 1832, applicants must obtain a recommendation from the Main Street Advisory Board in addition to standard CUP procedures. Conditions may be applied to ensure compatibility.
- 7) Building Size and Format.
 - a) Maximum ground-floor footprint. Buildings in General Commercial or Mixed-Use districts shall have a maximum ground-floor building footprint of 5,000 sq. ft.
 - b) Exception—Larger Footprint. The City Council may grant an exception to subsection 6(a) to allow a ground-floor building footprint exceeding 5,000 sq. ft., upon a favorable recommendation from the Main Street Advisory Board and the Planning & Zoning Commission, and per the procedures in the Administration & Procedures Article. Approval requires findings that:
 - (1) the building is multi-tenant;
 - (2) the street-facing façade provides public entrances at intervals of at least every 75 feet;
 - (3) the massing is articulated into distinguishable bays consistent with downtown storefront rhythms; and
 - (4) the project maintains pedestrian orientation and block-scale consistent with District 1832.
- 8) Lighting: Historic lighting consistent design guidelines adopted by the Main Street Advisory Board.
- 1) Historic Block Preservation.
 - a) Purpose. Maintain the historic small-block grid that the core of Bastrop was built on—approximately 330 × 330 feet—to carry forward downtown walkability and connectivity.
 - (1) Right-of-way vacations. The vacation or abandonment of any public street or alley within District 1832 is prohibited unless the City Council determines that equal or better public connectivity will be provided through a new public street/alley or a recorded public access easement of equivalent function.

Sec. 14.03.002 Downtown Historic.

- A. Purpose. This district was certified as part of the National Register of Historic Places by the National Park Service on December 22, 1978, and is the city's only formal historic overlay subject to the Historic Preservation Ordinance. The purpose of this district is to preserve the architectural and cultural integrity of Bastrop's historic downtown commercial corridor while allowing for compatible economic development.
- B. Applicability.

- 1) The underlying zoning district applies except as modified by this section and the Historic Preservation Ordinance.
- 2) All development, alterations, and demolitions are subject to review and approval in accordance with the Historic Preservation Ordinance and must obtain a Certificate of Appropriateness.

C. Boundaries.



D. Standards.

- 1) Maximum Building Height: 35 feet (not including parapets up to 4 feet that screen rooftop equipment).
- 2) Build-To-Line: 2-5 feet from the front property line.
- 3) Building Frontage at Build-To-Line: 80% minimum of the lot's primary street frontage.
- 4) Side and Rear Setbacks: None (subject to Building/Fire Code).
- 5) Parking Minimums: No minimum off-street parking. Exception: residential uses must provide 1 space per dwelling unit. Removal of any existing off-street parking spaces is not permitted unless approved by the DRC and the Main Street Director.
- 6) Parking Placement: No parking in the front or side yard; access from alleys where available.
- 7) Signs (Context-Sensitive Option): The Main Street Director may administratively approve a context-sensitive sign that deviates from Sign Code numeric/material limits when compatible with downtown character. Electronic message centers/digital displays, flashing, or moving signs are prohibited. Projecting/blade signs must maintain ≥ 9 ft vertical clearance over the sidewalk. Decisions may be appealed to the Historic Preservation Commission.
- 8) Sidewalks: Maintain a continuous, ADA-compliant clear pedestrian zone of at least 8 feet along the frontage. Where existing conditions preclude 8 feet, the Main Street Director may allow the maximum feasible clear width, but not less than 6 feet.
- 9) Landscaping: Article 5, Landscaping Requirements does not apply in the Downtown Historic Overlay. However, parking lot screening must be provided in accordance with Article 5 where parking is visible from the frontage. Frontage trees are required at an average spacing of 30 feet on center where feasible. Spacing adjustments may be administratively approved at 20-40 feet where constraints exist per Article 5. If a tree would block a storefront or similar unique constraint exists, the Planning Director and Main Street Director may approve an alternative or waiver.
- 10) Ground-Floor Transparency: For new or redevelopment, between 2 and 10 feet above sidewalk grade, a minimum 60% of the street-facing façade shall be clear, non-reflective glazing. Window signage may cover no more than 50% of total window area. Existing facades should be preserved unless approved through a Certificate of Occupancy.
- 11) Lighting: Historic lighting consistent with the Main Street Advisory Board adopted Design Guidelines.

Sec. 14.03.003 Special Flood Hazard Areas (SFHA).

- A. Purpose. The purpose of the flood hazard overlay district is to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions intended to:
- (a) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities.

- (b) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.
- (c) Control filling, grading, dredging and other development which may increase erosion or flood damage.
- (d) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

B. Relationship to Other Regulations

- 1) The SFHA Overlay supplements the underlying zoning district and the City's Flood Damage Prevention Ordinance.
- 2) Where standards conflict, the more stringent standard governs.
- 3) Compliance with this overlay does not relieve any obligation to comply with all other applicable City, State, and Federal requirements.

C. Applicability and Mapping

- 4) The SFHA Overlay applies to all lands within the City's planning and zoning jurisdiction identified by FEMA on the effective Flood Insurance Rate Maps (FIRMs) as Zone A or Zone AE, including associated regulatory floodways.
- 5) When the base flood elevation data has not been provided, the City may apply the overlay standards by reasonably utilizing any base flood elevation data and floodway data available from a Federal, State, or other source.
- 6) The boundaries of the SFHA Overlay are shown on the official zoning map, which shall reference the effective FIRMs and any supplemental studies.

D. Administration

- 1) The Floodplain Administrator administers this overlay in coordination with the Director of Development Services or his/her designee.
- 2) Development within the SFHA Overlay requires all applicable zoning, platting, site and building approvals and, where required, a Floodplain Development Permit.
- 3) Submittals must include: current FIRM panels; Elevation Certificates; Base Flood Elevations (BFEs); floodway extent; existing/proposed topography; grading/fill limits; drainage paths; and any required hydrologic and hydraulic analyses sealed by an engineer licensed in the State of Texas .

E. General Development Standards

- 1) Open Space / Conservation. Land within the regulatory floodway and areas below the BFE that are not used for permitted access or utility crossings shall be preserved as open space and protected by either:
 - a) Public dedication; or
 - b) A recorded conservation easement granted to the City or a City-approved land trust, in a form acceptable to the City Attorney.

- 2) Limitations on New Development in SFHA. No new principal structures or land-disturbing activity shall occur within the SFHA unless the lot of record would otherwise have no buildable area outside the SFHA or would be left with less buildable area than allowed under subsection (G). Development that relies on this exception must meet all conditions in subsection (G).
 - 3) Prohibited Uses. New critical facilities are prohibited within the SFHA.
 - 4) Riparian Buffers. A minimum 100-foot undisturbed buffer from the top of bank of waterways within the SFHA is required. Selective clearing for invasive removal, habitat restoration, and utility/transport crossings may be allowed by administrative approval if overall buffer function is maintained.
 - 5) Utilities and Access. New or replaced utilities must be flood-resistant and located to minimize flood damage. Access routes serving structures must be passable during the 1% annual-chance event or provide an emergency access plan acceptable to the City.
 - 6) Stormwater Compatibility. Site design shall maintain or improve existing flood storage and conveyance and comply with all City stormwater criteria; water-quality and volume controls may not reduce required compensatory storage.
- F. No-Adverse-Impact Analyses
- 1) Floodway. Any encroachment in the regulatory floodway shall demonstrate no rise in BFEs (FEMA “no-rise” certification) and no increase to off-site flood elevations, velocities, or conveyance.
 - 2) SFHA Outside Floodway. Grading, channel modifications, crossings, or encroachments within Zone A/AE outside the floodway must demonstrate no measurable adverse impact to off-site conditions; analyses shall be sealed by a Texas P.E.
- G. No Buildable-Area Exception—Existing Lots
- 1) Permit. A Floodplain Development Permit is required.
 - 2) Impervious-Cover Cap. Maximum impervious cover for the lot shall be reduced by at least ten (10) percentage points from the underlying district maximum. This cap limits total hardened area; it does not authorize structural pad fill.
 - 3) Subdivision/Rezoning Limitation. The lot may not be further subdivided nor rezoned to a more intensive district.
 - 4) Elevation Method / Pad-Fill Ban
 - a) No pad fill. Finished floors may not be achieved by earthen or granular pad fill within the SFHA. Structures shall meet elevation requirements using piers, piles, columns, or stem walls, with any structural backfill contained entirely within foundation walls.
 - b) Allowed minor fill (not for elevation). Limited engineered fill is allowed only for: utility bedding; driveway/sidewalk/ADA transitions; public street sections; erosion control; and regrading needed to maintain positive drainage—provided it is not used to achieve finished-floor elevation and meets the no-adverse-impact standard.

- c) Floodway. No fill in the regulatory floodway except where specifically permitted by FEMA/City with a sealed no-rise certification.
 - 5) Compensatory Storage / No-Net-Fill. Any placement of fill or excavation that disturbs 5,000 sq ft or more within the SFHA shall provide minimum 1:1 compensatory flood storage within the same hydraulic reach at equivalent elevations.
 - 6) All Other Flood Standards. All Flood Damage Prevention Ordinance requirements apply, including building/utility elevation, flood-resistant materials, and enclosure limits.
- H. Subdivision Standards (Lots Containing SFHA)
- 1) Plat Content. Preliminary and final plats shall delineate SFHA and floodway boundaries, BFEs, and City-adopted studies; label open-space/conservation areas; and record drainage/floodplain easements.
 - 2) Lot Design / Clustering. Create buildable pads outside the SFHA where feasible through clustering and lot reconfiguration. Lots shall not rely solely on pad fill to place structures above BFE.
 - 3) Easements & Dedications. Dedicate drainage and floodplain easements sufficient to preserve conveyance and storage, including access for maintenance.
 - 4) Utilities & Streets. Design to minimize flood damage and avoid longitudinal encroachments in the floodway. Street and utility crossings shall be designed to maintain conveyance.
 - 5) Density Transfer & Cluster Incentives (SFHA Preservation). A subdivision that preserves $\geq 90\%$ of the on-site SFHA as permanent open space per subsection (E)(1) is eligible for the following incentives:
 - a) Lot-count protection (transfer). Maximum lot count = $\text{Gross Site Area} \div \text{Base District Minimum Lot Size}$ (rounded down). This allows density to transfer from the SFHA to buildable areas outside the SFHA.
 - b) Minimum lot-size reduction. Eligible projects may reduce the base district minimum lot size by up to 50%, but not below 5,000 square feet, to facilitate clustering outside the SFHA. All other dimensional standards apply unless modified by an approved cluster plan.
 - c) Form of open space. The preserved SFHA must be recorded by plat note and easement/dedication; open space shall be contiguous where practicable and may incorporate trails/greenways if consistent with floodplain function.
 - d) No net increase over gross. Incentives do not authorize more lots than permitted by (5)(a); they allow those lots to fit on smaller, safer pads outside the hazard area.
 - e) Construction limits. Incentivized lots shall not rely on pad fill to place structures above BFE; elevation-on-foundation methods are required, except as allowed by G(4)(d) for existing lots of record.
- I. Nonconformities. Existing lawful structures and uses within the SFHA that become nonconforming under this overlay may continue subject to Chapter 14 nonconformities provisions and the Flood Damage Prevention Ordinance. Repairs, additions, and improvements must comply with applicable substantial improvement/substantial damage thresholds.

- J. Variances. Relief from this overlay may be considered only through the established variance procedures in Sec. 3.17.007 - Administration. (d) variance procedures in the Code of Ordinances.
- K. Map Revisions and Appeals
 - 1) Upon issuance of a FEMA Letter of Map Revision/Amendment (LOMR/LOMA), the City may update the zoning map administratively to reflect the change.
 - 2) Appeals of the application of the overlay follow Chapter 14 procedures; appeals of FEMA determinations follow FEMA processes.
- L. Definitions. For purposes of this overlay, terms have the meanings in the Flood Damage Prevention Ordinance; where undefined there, NFIP definitions control. The following are added for clarity:
 - 1) Pad fill (for structural elevation): Earthen or granular fill placed to raise any portion of a building site within the SFHA to meet finished-floor elevation or avoid flood regulation.
 - 2) Existing lot of record. A lot lawfully created and recorded prior to the effective date of this overlay, which has not been re-platted or boundary-adjusted thereafter in a manner that reduced buildable area outside the SFHA.
 - 3) Critical facility: Facilities essential for health, safety, and disaster response, including but not limited to hospitals, emergency operations centers, police and fire stations, water/wastewater plants, substations, and facilities housing hazardous materials.
 - 4) Top of bank: The break in slope that typically defines the upper edge of an active channel.
 - 5) Conservation easement: A recorded legal instrument that permanently restricts development and preserves floodplain functions, granted to the City or a City-approved land trust in a form acceptable to the City Attorney.
 - 6) No-adverse-impact: A condition whereby a development activity does not measurably increase flood elevations, velocities, or flood hazards on other properties, as demonstrated by acceptable engineering analysis.

Hydraulic reach: The continuous segment of a watercourse where hydraulic conditions are interdependent for purposes of storage and conveyance.

Sec. 14.03.004 Wildland Urban Interface.

(Reserved)

ARTICLE 14.04 DEVELOPMENT STANDARDS

Sec. 14.04.001 Sidewalks and Pedestrian Connectivity Standards.

A. Purpose and Intent.

- 1) Ensure safe, accessible pedestrian routes along street frontages that connect development to the broader network.
- 2) Implement the City's adopted Transportation Master Plan (TMP) and Comprehensive Plan by requiring context-sensitive sidewalks or shared-use paths.
- 3) Provide limited, staff-approved alternatives or fee-in-lieu when immediate construction is unnecessary or better deployed to priority sidewalk projects.

B. Applicability.

- 1) When Required. Sidewalks are required at the time of the site development plan along all public and private street frontages for:
 - a) New Construction
 - b) Additions that increase gross floor area by $\geq 50\%$ or impervious cover by $\geq 25\%$;
 - c) Change of use that intensifies site activity (as determined by the Director)
 - d) Sidewalks are required along entire perimeter of subject property where adjacent to any public or private ROW.
- 2) Relationship to Subdivision Code. Chapter 10 of the Code of Ordinances (Subdivisions) may impose additional or earlier sidewalk installation; compliance with both chapters is required.

C. Definitions.

- 1) Clear Width (Through-Zone). The unobstructed portion of sidewalk reserved for pedestrian travel.
- 2) Fee-in-Lieu. A payment accepted by the City in place of constructing a required sidewalk, deposited into the Sidewalk Fund.
- 3) Shared-Use Path (Sidepath). A paved, 8–10 ft path intended for pedestrians and bicyclists, typically parallel to a roadway or along a greenway.
- 4) TMP. The City's adopted Transportation Master Plan, including functional class maps and typical sections.
- 5) Director. The Director of Development Services or designee.

D. Design, Width, and Placement.

- 1) ADA/TAS. All sidewalks and ramps shall comply with ADA and Texas Accessibility Standards, including cross-slope, longitudinal slope, surfaces, turning areas, and passing space requirements. A ramp shall be provided anywhere a sidewalk terminates.

- 2) Minimum Sidewalk Width. The minimum clear width for each frontage is based on the street’s TMP functional class verified at site plan. In the event the TMP conflicts with this chart, the TMP shall override these requirements.

TMP Functional Class	Frontage Context	Minimum Sidewalk (each side)
Local	Neighborhood / residential streets	5 ft
Collector	Neighborhood connectors / commercial collectors	5 ft
Minor Arterial	Commercial corridors	6 ft
Principal Arterial	Major corridors / state routes (coordinate with TxDOT)	6 ft – 8 ft
Local (Downtown Context)	Main Street / Downtown Core	8 ft

- a) If back-of-curb (no planting strip), increase minimum by +1 ft;
 - b) Maintain 80-inch vertical clearance and keep the through-zone free of obstructions;
 - c) Sidewalks must extend to property lines to enable future connections.
 - d) Where tying into existing sidewalk network, the Director may determine the appropriate width to maintain consistency with existing infrastructure and future plans.
- 3) Alignment and Easements. To avoid utilities, mature trees, or grade constraints, sidewalks may meander if the clear width is maintained and the walk is within ROW or a public sidewalk easement granted to the City.
 - 4) Intersections & Ramps. Provide ADA-compliant curb ramps and detectable warnings at all corners and mid-block crossings serving the site.

E. Shared-Use Path Alternative

- 1) If the TMP, Trails/Sidewalk Plan, or corridor plan designates a shared-use sidepath along the frontage, the applicant shall construct a 10-ft path (8-ft if constrained) in lieu of standard sidewalks, with connections to public sidewalks and site entrances.
- 2) City-Directed Substitution. The City Engineer or Development Director may require a sidepath in place of standard sidewalks on corridors identified for multi-modal function or safety.

F. Construction, Timing, and Materials.

- 1) Timing. Required sidewalks/paths shall be constructed prior to Certificate of Occupancy unless a deferral or fee-in-lieu is approved under this Section.
- 2) Standards. Sidewalks shall be concrete or other similar hard surface, per City detail/specifications. Decorative pavers may be approved if ADA compliant and maintained by the developer.

G. Fee-in-Lieu of Sidewalk Construction.

- 1) A fee-in-lieu may be approved by the Director when all of the following are found:

- a) Immediate construction would not provide a functional connection (e.g., isolated segment, no near-term tie-in), or the City determines funds are better used on a higher-priority sidewalk project within the service area; and
 - b) The frontage is not scheduled for City/TxDOT sidewalk within the next 5 year capital program window; and
 - c) No school zone, transit stop, park, or civic generator within a distance that would make the sidewalk critical to near-term pedestrian safety, as determined by the Director or City Engineer.
- 2) The fee is published in the Master Fee Schedule and updated as needed to reflect the full cost to construct the required infrastructure.
 - 3) Sidewalk Fund. Fees are deposited in a dedicated Sidewalk Fund and may be expended only for sidewalks, curb ramps, or shared-use paths—preferably within the same district or vicinity to maximize nexus.
- H. Maintenance and Obstructions.
- 1) The adjacent property owner shall maintain the sidewalk in safe condition (debris, vegetation, snow/ice where applicable) and repair hazards caused by their improvements or use.
 - 2) The required clear width must remain unobstructed. Street furniture, signage, planters, and café seating must be outside the through-zone and permitted where applicable.
 - 3) Sidewalk grade and material shall carry across driveway aprons to prioritize pedestrian continuity.
- I. Easements and Right-of-Way
- 1) If adequate right-of-way does not exist to place the required sidewalk, the applicant shall dedicate a public sidewalk easement or additional right-of-way as determined by the City.
- J. Enforcement
- 1) Condition of Approval. Sidewalk obligations (build or fee-in-lieu) are conditions of site plan/building permit approval and prerequisites to CO.
- K. Coordination with Other Agencies.
- 1) TxDOT Frontages. Improvements along state facilities must meet this Section to the extent practicable and be coordinated with TxDOT. Where TxDOT standards conflict, the Director and City Engineering Department may adjust details while maintaining the minimum clear width and ADA compliance.
 - 2) Utilities/Franchise. Coordinate placement to avoid conflicts and preserve required clear width.
- L. Plan Integration.
- 1) Site plans shall demonstrate consistency with the TMP functional class, Thoroughfare Plan, and any adopted Sidewalk/Trails Plans.
 - 2) Where a plan (Comprehensive Plan, Parks and Recreation Masterplan, Master Transportation Plan, etc.) calls for enhanced streetscape or greater pedestrian capacity, the City may require widths exceeding the table in subsection D, in accordance with the adopted guiding document.

Sec. 14.04.002 Lighting.

A. Purpose & Intent. Establish standards for all private-realm exterior lighting to: (1) protect Bastrop’s night sky and neighborhood character, (2) minimize glare and light trespass, (3) conserve energy, and (4) provide safe, targeted illumination consistent with DarkSky/IES best practices.

B. Applicability.

- 1) Applies to all new development, redevelopment, site plans, and building permits that install or modify exterior lighting (including parking, façades, signage illumination, canopies, landscape lighting, security lighting).
- 2) Public-right-of-way lighting is regulated separately; this Article governs private property only.
- 3) Where this Section conflicts with another ordinance, the most restrictive standard (i.e., lowest allowed light level, tightest shielding, earliest curfew) controls unless expressly stated otherwise.

C. Exemptions (still subject to trespass/curfew in E.5)

- 1) Temporary emergency lighting by public safety.
- 2) Code-required aviation/utility beacons (minimize intensity and use red where allowed).
- 3) Holiday lighting (Nov 1–Jan 15), turned off by 11:00 p.m., ≤3000 K.
- 4) Internally-illuminated exit and life-safety signage.

D. Definitions.

Fully Shielded. A luminaire constructed and installed so that no light is emitted above the horizontal plane (BUG U0).

Hardscape Area. The paved/vehicular- or pedestrian-serving ground surfaces on a site, including parking lots, drive aisles, loading areas, sidewalks, plazas, and hard courts; excludes building footprints, planted/softscape areas, and water features.

Other terms used in this Section shall have the meaning assigned by the Illuminating Engineering Society (IES) in the current IES Lighting Library, including but not limited to ANSI/IES TM-15 (BUG rating and luminaire classification) and the Model Lighting Ordinance (MLO) definitions adopted by DarkSky.

E. General Standards

- 1) Shielding / Uplight. All luminaires ≥1,000 lumens shall be Fully Shielded (BUG U0, no uplight). Architectural/landscape accents ≤1,000 lumens must be fully shielded and aimed downward; no facade lighting above the roofline.
- 2) Color Temperature. Maximum 3000 K CCT for all exterior lighting (sports exceptions per F.5 with curfew).
- 3) Glare/Trespass at Property Lines. Vertical illuminance at the property line shall not exceed 0.2 fc adjacent to residential or 0.5 fc adjacent to nonresidential, measured on a vertical plane 5 ft above finished grade at the property line, maintained.
- 4) Height. Parking/area poles: Parking/area poles: max 25 ft (max 20 ft when abutting residential). Building-mounted fixtures shall not be mounted higher than the roofline of the wall on which they are installed.

- 5) Curfew / Adaptive Controls. Nonresidential sites and multifamily common areas shall extinguish or dim to $\leq 50\%$ of full-operation output by the later of 11:00 p.m. or one hour after closing; motion sensing is allowed for security. Facilities operating 24 hours and life-safety lighting are exempt to the minimum necessary for safety.
- 6) Lumens-per-Area (cap on total site lighting). Baseline 2.5 lumens/sf of hardscape (parking, drives, walkways) citywide; up to 4.0 lumens/sf may be approved for high-activity zones (e.g., active loading) where photometrics show compliance with E.3 and E.5.
- 7) Prohibited. Searchlights, laser displays, sky trackers; unshielded floodlights; drop-lens wall packs; LED strips visible off-site; upward-aimed façade/landscape lighting; decorative “string” lighting over parking/drive aisles.

F. Use-Specific Standards

- 1) Parking Lots & Pedestrian Areas. Average maintained horizontal illuminance 0.5–1.0 fc; max:min uniformity $\leq 10:1$; all fixtures BUG U0; at the property line, glare rating G shall be $\leq G1$.
- 2) Building Entrances / Canopies (incl. gas). Luminaires fully recessed into canopy, flat lenses, no visible bulbs; no light beyond canopy edge. Average ≤ 12 fc, max ≤ 30 fc, uniformity $\leq 4:1$; or alternatively, limit to ≤ 5.0 lumens/sf under covered areas.
- 3) Façade/Sign Illumination. Down-lighting only, top-mounted, shielded, ≤ 3000 K; no building “wash” above roofline.
- 4) Landscape Lighting. Fully shielded, aimed downward; Individual fixtures ≤ 600 lumens; auto-off by 11:00 p.m.
- 5) Outdoor Sports & Recreation. Only DarkSky-Approved sports luminaires (or equivalent meeting IES RP-6 glare control) are permitted. Submit a glare and spill-light control plan. Curfew 10:00 p.m. (11:00 p.m. by specific approval). Design shall meet E.3 property-line vertical illuminance limits; poles limited to the lowest feasible height.

G. Submittals & Compliance (at Site Plan / Building Permit)

- 1) Photometric Plan sealed by a Texas-licensed Professional Engineer or Registered Architect showing iso-footcandle contours to property lines, point-by-point grid (max/min), fixture locations, mounting heights.
- 2) Luminaire Schedule with manufacturer cut-sheets documenting BUG rating, CCT, lumens, optics, shielding.
- 3) Total Site Lumens calculation against hardscape area (E.6).
- 4) Controls narrative: curfew dimming, motion sensors for after-hours security.

H. Sensitive Areas (Stricter)

- 1) Parks/Open Space, riparian corridors, and within/adjacent to the Historic Downtown overlays:
 - a) Further reduce CCT to ≤ 2700 K, prohibit façade lighting, and require 1.5 lumens/sf cap on hardscape unless otherwise approved.

- I. Nonconforming Lighting
 - 1) Existing legally installed lighting may remain until any of the following: fixture replacement, system expansion >20%, change of use, or building addition >20% of footprint—then all affected lighting must be brought into compliance.
- J. Administration & Alternative Compliance
 - 1) The Planning Director/DRC may approve an alternative photometric/fixture plan that equal-or-better meets Purpose (A) using IES best practices.
 - 2) Requests to exceed limits (e.g., E.6 lumens/sf) beyond Administrative Relief require a Lighting Plan Variance demonstrating no off-site glare/trespass, curfews, and compensating reductions elsewhere (e.g., lower CCT).
- K. Enforcement
 - 1) Conditions of approval are enforceable; violations are subject to stop-work, withholding of CO, and fines per Chapter 14 enforcement provisions. Repeat violations may require field photometric testing.

Sec. 14.04.003 Off-Street Parking, Loading, and Bicycle Parking Standards.

- A. Purpose. The purpose of this section is to ensure that adequate and appropriately designed off-street parking, loading, and bicycle facilities are provided for all land uses, while avoiding excessive impervious cover and encouraging multimodal transportation. These standards are intended to:
 - 1) Balance the needs of residents, businesses, and visitors.
 - 2) Reduce traffic congestion and hazards from on-street parking.
 - 3) Protect adjacent neighborhoods from spillover impacts.
 - 4) Provide flexibility through shared parking and demand-based studies.
 - 5) Encourage sustainable practices, including bicycle use and electric vehicle readiness.
- B. Applicability.
 - 1) Off-street parking, loading, and bicycle parking shall be provided in accordance with this ordinance for all new development, redevelopment, and changes of use.
 - 2) If a use is not listed, the Planning Director shall determine the most similar use or require a parking demand study.
- C. Definitions.
 - 1) Cross-Access Easement. A recorded easement allowing vehicles and pedestrians to travel between adjoining sites so that driveways/parking areas connect, as required by this Code.
 - 2) Drive Aisle. An internal maneuvering lane that provides access to parking spaces and loading areas and is not a through street.
 - 3) Drive-Through Stacking Space. A queued vehicle position in a drive-through lane, exclusive of the service window/box, meeting the minimum dimensions and counts in this Article.

- 4) ITE (Institute of Transportation Engineers). A professional association whose Parking Generation Manual (latest edition) and related database provide empirically derived parking demand rates/equations by land-use code (e.g., GFA, units, employees). Commonly used to estimate peak-period parking demand for stand-alone uses; data skews suburban and should be adjusted for local/contextual factors.
 - 5) Loading Space (Berth). A designated area for the standing, loading, and unloading of trucks, meeting the dimensional, clearance, screening, and location standards of this Article.
 - 6) Off-Street Parking. A paved, striped area on private property (outside the public right-of-way) intended for the parking of motor vehicles, required and regulated by this Article.
 - 7) Parking Demand Study (PDS). Means a report prepared by a qualified professional engineer or transportation planner that estimates on-site parking demand for a proposed or existing use using accepted sources, field observation, and calibrated assumptions.
 - 8) Parking Space (Standard). A striped stall meeting the dimensional and design standards of this Article; the City's baseline 90-degree stall is 10' x 20'.
 - 9) Remote/Off-Site Parking. Required parking located on a separate parcel or tract within an approved walking distance and secured by a legal agreement. (Your draft uses a 600-ft walk distance.)
 - 10) Reserve (Banked) Spaces. Means spaces identified on a plan but not initially constructed and only installed if monitored demand meets defined triggers.
 - 11) Shared Parking. Means the practice of satisfying the parking demand of multiple land uses with a common supply recognizing different peak periods and internal capture.
 - 12) Transportation Demand Management (TDM). Means strategies that reduce single-occupant vehicle trips and parking demand (e.g., unbundled parking, transit benefits, carpool/vanpool, bike facilities).
 - 13) ULI (Urban Land Institute). A research organization whose Shared Parking (latest edition) methodology models mixed-use parking demand by applying time-of-day/day-of-week factors, internal capture, mode split, pricing, and seasonal adjustments to determine combined peak occupancy and right-sized supply.
- D. Minimum Off-Street Parking Requirements.
- 1) Minimum Size: 10' x 20' stall sizes or equivalent sq. footage in slanted stalls.
 - 2) Residential Uses:
 - a) Single-Family / Two-Family Dwelling: 1 space per bedroom
 - b) Townhouse / Multifamily: 1 space per bedroom
 - c) Accessory Dwelling Unit (ADU): 1 space per bedroom.
 - 3) Nonresidential and Mixed Uses

Use Category	Minimum Off-Street Parking Requirement
Retail, personal service, general commercial	1 space per 250 sq. ft. GFA
Restaurant, bar, café	1 space per 100 sq. ft. GFA
Office, professional services	1 space per 400 sq. ft. GFA
Medical / Dental office or clinic	1 space per 250 sq. ft. GFA
Hospital	1 space per 400 sq. ft. or 1 space per 2 beds
Hotel / Motel	1 space per guest room
Religious institution	1 space per 275 sq. ft.
Schools (K-12)	1 space per 500 sq. ft. GFA
College / Higher education	1 space per 400 sq. ft. GFA
Childcare / Daycare	1 space per 350 sq. ft. GFA, plus a designated drop-off/pick-up area
Fitness center, gym, indoor recreation	1 space per 200 sq. ft. GFA
Entertainment (theater, bowling, skating, arcade, etc.)	1 space per 250 sq. ft. GFA
Civic uses (library, museum, government building)	1 space per 300 sq. ft. GFA
Parks / outdoor recreation facilities	As determined by the Planning Director or Parks and Recreation Director, based on use intensity (fields, courts, trailhead, etc.)
Assembly, theater, auditorium	1 space per 40 sq. ft. assembly area or 1 space per 4 fixed seats.
Industrial, warehouse, wholesale	1 space per 1,000 sq. ft. GFA; 1 per 300 sq. ft. for office/showrooms.
Self-storage	1 space per 20 storage units (minimum 3)
Civic uses (library, museum, government building)	1 space per 300 sq. ft. GFA

E. Maximum Parking. Any request to exceed 125% of the minimum required off-street parking shall require approval by the Development Review Committee. The DRC may impose conditions reasonably related to mitigating impacts, including but not limited to requiring a professionally prepared parking demand study, enhanced parking-lot landscaping or tree canopy, designation of deferred “reserve” spaces, and/or shared-parking.

- F. Flexibility and Alternative Compliance
 - 1) Parking Demand Study

- a) An applicant may submit a professionally prepared parking demand study (using ITE, ULI, or other accepted methodology).
 - b) The DRC may approve reduced parking if the study demonstrates that the proposed supply will adequately serve the use.
- 2) Shared Parking
- a) Developments with multiple uses may share parking if peak hours do not overlap.
 - b) A reduction of up to 30% of the total required spaces may be approved with a shared parking agreement.
 - c) Shared parking cannot cross a road classified as Minor Collector or above.
- 3) Remote / Off-Site Parking
- a) Off-site parking may be approved if within 500 feet walking distance of the entrance to the building and secured by legal agreement.
- G. Bicycle Parking
- 1) Applicability. Required for all nonresidential and multifamily developments.
 - 2) Minimums.
 - a) Multifamily: 1 long-term space per 5 units.
 - b) Nonresidential: 1 short-term space per 20 required vehicle spaces (minimum 2).
 - 3) Design.
 - a) Bicycle racks must be securely anchored, ADA accessible, and located within 50 feet of main entrances.
- H. Loading and Stacking
- 1) Loading Spaces
 - a) 1 space per 20,000 sq. ft. GFA of commercial, office, or industrial use.
 - b) Loading space dimensions: minimum 12' x 45' with 14' vertical clearance.
 - c) Must be screened from public view and not located within required front setbacks.
 - d) Hours of loading adjacent to residential districts may be limited by the City.
 - 2) Drive-Thru Stacking
 - a) Minimum stacking space size: 8' x 20'.
 - b) Required number of stacking spaces:
 - (1) Bank: 4 per lane
 - (2) Restaurant: 6 per lane
 - (3) Car wash: 4 per wash bay
 - c) Stacking areas shall not block drive aisles or required parking spaces.
- I. Design Standards
- 1) Lots shall provide landscape screening and pedestrian connections per the landscape ordinance.

- 2) Accessible spaces must comply with ADA standards.

Sec. 14.04.004 Access and Connectivity.

- A. Purpose. Establish standards that create a safe, multimodal, and legible circulation network; minimize conflict points; extend the community street grid; and ensure that new development contributes its fair share toward a connected public realm.
- B. Applicability
- 1) Applies to all development requiring a site plan, conditional use permit, or building permit that alters site access, internal circulation, or frontage improvements.
 - 2) Where standards herein conflict with an adopted Street/Thoroughfare Plan, Transportation Master Plan (TMP), or state/federal access regulations, the most protective standard applies unless otherwise stated.
- C. Definitions.
- 1) ADT (Average Daily Traffic): The total vehicles on a roadway in 24 hours, averaged over a representative period.
 - 2) Driveway: A private vehicular connection between a street and abutting property, including any curb return/flare.
 - 3) Drive Aisle: An internal private circulation lane serving on-site movement between parking, buildings, and access points.
 - 4) Full-Movement Driveway: A driveway allowing left-in, left-out, right-in, and right-out movements.
 - 5) RIRO (Right-In/Right-Out) Driveway: A driveway restricted to right turns only when entering from or exiting to the street.
 - 6) Corner Clearance: Distance along the traveled way from the intersecting street's curb-return tangent (or nearest edge of intersecting pavement where no curb exists) to the nearest edge of the driveway.
 - 7) Throat Length: The distance from the right-of-way line at a driveway to the first internal conflict point, intended to store on-site queues.
 - 8) Cross-Access: Vehicular, bicycle, and pedestrian connections between adjoining properties that allow movement without re-entering the public street; may be secured by a Cross-Access Easement.
 - 9) Internal Walkway: A paved, ADA-compliant pedestrian route on private property connecting primary entrances, parking areas, transit stops, and public sidewalks.
 - 10) Shared-Use Path: A two-way off-street facility for pedestrians and bicyclists (and other micromobility as permitted), generally 10 feet minimum unless otherwise approved.
- D. Internal Circulation. Drive aisles shall form a coherent network that connects all buildings, parking fields, loading/service areas, and access points. Dead-end drive aisles exceeding 150 feet shall provide a compliant turnaround.
- E. Site Access Management (Vehicular)

- 1) Number of Driveways. Minimize driveways and locate them to maximize spacing from intersections. Corner lots shall place primary driveways on the lower-classified or secondary frontage.
- 2) Driveway Spacing (centerline-to-centerline) & Corner Clearance (from intersecting curb return):

Street Class	Min Spacing Between Driveways	Min Corner Clearance (Full-Movement)	RIRO Corner Clearance (if geometrics/sight distance met)
Arterial	300 ft	200 ft	150 ft
Collector	200 ft	125 ft	75 ft
Local	75 ft	50 ft	30–40 ft
Local (Neighborhood Context)	50 ft	30 ft	--

Or

Posted Speed (mph)	Min Driveway Spacing (ft)	Min Corner Clearance – Full Movement (ft)	Min Corner Clearance – RIRO (ft)*
≤ 30 (Neighborhood Context)	50	30	--
≤ 30	200	200	100
35	250	250	125
40	305	305	150
45	360	360	180
≥ 50	425	425	215

- a) RIRO driveway: A driveway physically or operationally restricted to right-in/right-out movements only.
- b) How to Measure. Driveway spacing is measured along the edge of the traveled way from the nearest edge of pavement of one driveway to the nearest edge of pavement of the next driveway. Corner clearance is measured along the edge of the traveled way from the tangent point of the intersecting street curb return (or the closest edge of the intersecting roadway pavement where no curb return exists) to the nearest edge of pavement of the driveway.
- c) Sight distance governs. If intersection/driveway sight distance, queueing, or auxiliary lane needs require larger values than the table, use the larger value.

- d) Engineering study. Where unique constraints exist, an engineering study may justify adjustments, provided safety and operations are maintained or improved (no reduction below Column (3) on non-frontage roads without shared access or physical RIRO).
- 3) Driveway Widths at ROW: Single-user access 12–24 ft; shared/multi-tenant 24–30 ft (max 36 ft only with demonstrated need). Provide curb radii or tapers per street class.
- 4) Throat Length (internal stacking): Commercial/mixed-use sites shall provide adequate throat length so on-site queues do not encroach into the public way; final lengths are set during site plan review based on projected volumes, vehicle mix, and internal circulation. (See TxDOT Roadway Design Manual Ch. 16 for the functional role of throat length and related driveway geometrics.)
- 5) Shared Access & Consolidation. Where spacing cannot be met, sites shall consolidate access with adjoining lots via shared driveways and cross-access (see Subsection G). New development along an arterial shall first pursue shared access before requesting a new curb cut.
- 6) TxDOT/State Facilities. Access to state highways shall comply with TxDOT driveway rules; where stricter, City standards govern internal circulation and cross-access.

F. Pedestrian Connectivity

- 1) Frontage Sidewalks. Sidewalks shall be provided along all public and private street frontages at the width specified by the adopted street type cross-sections (and in accordance with Section 14.04.001) and shall connect to existing sidewalks on abutting sites.
- 2) Internal Walkways. Provide an on-site pedestrian network that:
 - a) Connects each primary building entrance to the public sidewalk, parking fields, transit stops, and on-site amenities.
 - b) Includes safe, direct walkways across parking areas at least every 200 ft of row length or per parking module, whichever is less.
 - c) Provides a walkway minimum 6 ft wide along building façades with customer entries.

M. Crossings & Protection. Crosswalks across drive aisles/driveways shall be marked and, where ADT or design speed warrants, enhanced with raised tables, special paving, or refuge islands. Curb ramps and cross-slopes shall be ADA-compliant.

G. Cross-Access Between Sites

- 1) Easements. Adjacent nonresidential and mixed-use sites shall grant and record perpetual cross-access easements to allow vehicles, bicycles, and pedestrians to travel between sites without re-entering the public street.
- 2) Drive Aisle Standards. Cross-access drive aisles shall be 24 ft minimum (two-way) or 12 ft (one-way with signing/markings) and remain open during business hours of the connected uses.
- 3) Staging & Deferral. Where an adjacent property is undeveloped, the applicant shall build drive aisles and sign them as “future connection,” with curb/fence removable upon adjacent development.

H. Bicycle Connectivity

- 1) Consistency with Adopted Plans. Site design shall align with the City's adopted Transportation Master Plan (TMP) and any Bikeway/Trails Plan. Where a planned bicycle facility or shared-use path is mapped along the site's frontage or through the property, the development shall dedicate the necessary right-of-way or easement and construct the facility per City standard details in accordance with Section 14.04.001 or, if approved by the Director, pay the fee-in-lieu toward the sidewalk fund.
- 2) Crossings of Driveways and Aisles. Where a bicycle/shared-use path crosses a driveway or internal drive aisle, provide a continuous, direct alignment with marked crossings and visibility measures consistent with City standards. Intersection and driveway treatments (markings, geometry, traffic calming) shall prioritize the safety of path users and comply with ADA requirements.
- 3) Barriers & Fencing. Walls or fences along mapped path corridors shall include openings or gates to maintain the required public connections, with sight-distance and protection elements per City detail.
- 4) Wayfinding & Lighting. Where a path segment is provided, install City-standard wayfinding and lighting as applicable to the facility type and context identified in the Street & Frontage Standards.
- 5) Maintenance. Path segments located on private property shall be maintained by the property owner unless and until accepted by the City.
- 6) Alternative Alignment. When physical constraints (e.g., floodways, heritage trees, utilities, railroads) prevent the mapped alignment, the Administrator may approve an alternative that preserves network continuity and delivers substantially equivalent access and safety, supported by an Access & Connectivity Plan.

I. Transit Access (Where Applicable)

- 1) For sites fronting corridors with existing or programmed transit service, coordinate with the transit provider to provide bus stop pads, ADA connections, and, where warranted by ridership thresholds, shelters and lighting integrated into the frontage.

J. Emergency Access & Fire Lanes

- 1) Provide fire apparatus access roads per the City's adopted 2018 International Fire Code (with Appendix D): 20 ft minimum clear width (26 ft where a fire hydrant is located on the access road, and 26 ft for aerial apparatus access roads serving buildings with highest roof surface >30 ft, which shall be 15–30 ft from and parallel to one building side); vertical clearance 13 ft 6 in; maximum grade 10% unless otherwise approved by the Fire Code Official; turning radii as approved by the Fire Code Official (design to meet apparatus needs; coordinate with the Fire Marshal), or meet minimum Fire Code standards as currently adopted or amended.
- 2) Dead-end fire lanes over 150 ft require an approved turnaround. Fire lane markings/signage shall be maintained in perpetuity.

K. Parking Interface & Street Loading

- 1) Head-in or back-out parking directly to an arterial or collector is prohibited.
- 2) Loading and service areas shall be sited to minimize conflicts with pedestrian routes and screened per the Screening & Landscaping standards. Service vehicle movements shall not block required pedestrian connections.

L. Traffic Impact Analyses (TIA) & Mitigation

- 1) Triggers. A TIA is required when a development generates ≥ 100 peak-hour trips or $\geq 1,000$ average daily trips, or when determined by the City Engineer due to safety/operational concerns.
- 2) Scope & Standards. TIAs shall be prepared per City TIA guidelines and industry practice (ITE). The City may require analysis of adjacent intersections and corridor segments needed to evaluate safety and operations.
- 3) Proportionate Mitigation. Applicants shall dedicate right-of-way and construct or fund on- and off-site transportation improvements that are roughly proportionate to the development's impacts as determined by the City Manager and Administrator, consistent with state law. Timing/phasing may be established through an agreement.

N. Submittal Requirements

- 1) Access & Connectivity Plan showing all proposed and future stubs, sidewalks, trails, bicycle facilities, transit elements, and cross-access connections within 200 ft of the site boundaries.
- 2) Draft instruments for any required easements (public access, cross-access, sidewalk/trail) and shared access agreements.
- 3) If applicable, TIA with recommended mitigation, phasing, and cost participation.

O. Enforcement & Phasing

- 1) Required frontage, sidewalk, cross-access, and internal pedestrian/bicycle connections shall be constructed prior to Certificate of Occupancy for the associated phase, unless deferred by approved agreement.
- 2) Where a future connection is required but not yet constructible due to off-site constraints, the developer shall construct the on-site portion to the property line and record the easement, with temporary measures (removable curb/planter or gate) installed until connection is opened.

Sec. 14.04.005 Accessory Uses and Structures.

- A. Purpose. Allow customary accessory uses and accessory dwelling units (ADUs) to broaden housing choices while protecting neighborhood and rural character. This section sets clear limits on size, height, placement, and design. All accessory structures count toward lot coverage, impervious cover, and parking requirements.
- B. Applicability.
 - 1) Applies on any lot that already has a principal use or principal building.
 - 2) All accessory uses and structures must be incidental and clearly secondary to the principal use on the same lot.

- 3) ADUs are allowed only on lots with a one-family dwelling or a duplex (where duplexes are allowed), and only as provided in Section G.

C. Definitions

- 1) Accessory Use. A use customarily incidental and subordinate to the principal use, located on the same lot.
- 2) Accessory Structure—Residential. A non-dwelling structure serving a residence (for example, garage, carport, storage building, pool house, workshop, pergola, greenhouse).
- 3) Accessory Structure—Nonresidential. A subordinate structure serving a nonresidential use (for example, detached storage, equipment enclosure, refuse or recycling enclosure, detached canopy).
- 4) Accessory Dwelling Unit (ADU). A self-contained dwelling that is secondary to the principal dwelling on the same lot, with its own kitchen, bathroom, and sleeping area; may be detached, attached, or located above a garage.

D. General Standards (All Accessory Structures)

- 1) Timing. No accessory structure may be used or occupied before the principal structure is established.
- 2) Front Yards. Accessory structures are prohibited in a required front yard, except detached garages oriented to an alley.
- 3) Separation. Maintain a minimum of ten feet between buildings on the lot unless constructed with required fire-rated assemblies.
- 4) Easements and Visibility. No encroachments into recorded easements or visibility triangles.
- 5) Utilities and Drainage. Maintain drainage paths and access to meters and cleanouts; screen rooftop or pad-mounted equipment as required by this Code.
- 6) Coverage and Impervious Limits. All accessory structures (including ADUs) count toward district maximum lot coverage and impervious cover (see zoning district standards).
- 7) Historic Review. Within designated local historic districts or landmarks, additional review applies under the Historic Preservation Ordinance.
- 8) Height Measurement. Heights are measured to the highest point of the roof.

E. Residential Accessory Structures (Non-Dwelling)

- 1) Maximum Height.
 - a) Single-Family (SF) and Multi-Family (MF) districts: 15 feet (one story); up to 20 feet for a garage with a pitched roof matching the principal roof pitch.
 - b) Rural Residential (RR): 20 feet (one story) or 25 feet for agricultural accessory buildings.
- 2) Maximum Total Floor Area (all non-dwelling accessory structures per lot).
 - a) SF and MF: the lesser of 1,000 square feet or 40 percent of the rear yard area; at least 600 square feet is allowed if impervious limits are met.
 - b) RR: no maximum size if impervious limits are met.
- 3) Setbacks (minimum).

- a) SF and MF: side 5 feet; rear 5 feet; corner side 15 feet; not permitted in the front yard.
- b) RR: side 20 feet; rear 25 feet; front equals the district front setback.
- 4) Design and Placement.
 - a) Where alleys exist, orient detached garage doors to the alley when feasible.
 - b) Metal shipping containers are prohibited in SF and MF districts unless fully clad with finished siding to match the principal structure.
- F. Nonresidential Accessory Structures
 - 1) Location. Place to the side or rear of the principal building and behind the front building plane; refuse and recycling must be fully screened with gates.
 - 2) Maximum Height. Twenty (20) feet.
 - 3) Setbacks. As required by the base district; enclosures and detached canopies may not intrude into required landscape buffers.
 - 4) Architectural Compatibility. Use materials and colors compatible with the principal structure or fully screen with a masonry wall and landscaping.
- G. Accessory Dwelling Units (ADUs)
 - 1) Eligibility and Approval Path (By Right versus CUP). ADUs are allowed only on lots with a one-family dwelling or a duplex. Approval depends on zoning and lot size:
 - a) Rural Residential (RR):
 - (1) Lots one acre or more: up to two ADUs by right.
 - (2) Lots one-third acre (14,520 square feet) or more and less than one acre: one ADU by right.
 - (3) Lots less than one-third acre: ADUs allowed only with a Conditional Use Permit (CUP).
 - b) Single-Family (SF) districts:
 - (1) Lots one-third acre (14,520 square feet) or more: one ADU by right.
 - (2) Lots less than one-third acre: ADUs allowed only with a CUP.
 - c) CUP cap (all districts). A CUP may authorize up to two ADUs total on a lot (including authorizing a second ADU where one is by right). All cases must still meet the standards below and the district's lot coverage, impervious cover, and parking limits.
 - 2) Types. Detached (including above a detached garage), attached to the principal dwelling, or internal conversion (within the existing house or garage) with a separate code-compliant entrance.
 - 3) Maximum Size (each ADU, gross floor area)
 - a) Standard: up to 1,000 square feet or 50 percent of the principal dwelling's conditioned floor area, whichever is less.
 - b) RR lots greater than one acre: may increase to 1,500 square feet (regardless of percentage).
 - c) Internal conversions: may exceed 50 percent only when retaining the existing structure and without expanding any nonconformity.

- 4) Height. Maximum 24 feet and no more than two stories, and never taller than the principal dwelling.
- 5) Setbacks (detached ADUs)
 - a) SF and MF: side 5 feet (10 feet if two stories); rear 5 feet (10 feet if two stories); corner side 15 feet; front located behind the front building line.
 - b) RR: side 20 feet; rear 25 feet; front equals the district front setback.
- 6) Privacy and Entries
 - a) Locate a primary ADU entry facing an alley, the principal dwelling, or an interior side yard; avoid facing a neighboring rear yard.
 - b) Second-story balconies, decks, or rooftop terraces must be at least 10 feet from any side or rear lot line abutting a residential lot.
- 7) Parking. Provide off-street spaces per the City's Off-Street Parking and Loading standards. Tandem and alley-loaded spaces may count. Shared driveways are allowed.
- 8) Design (Detached ADUs). Exterior materials and colors must match or be visually compatible with the principal dwelling.
- 9) Utilities and Addressing. ADUs may be individually metered or share service, per the utility provider. Each ADU receives a secondary address assigned by the City. In RR or any area served by an on-site sewage facility (OSSF), compliance with OSSF regulations is required before permit issuance.
- 10) Corner and Alley Lots. On corner lots, do not face an ADU entry toward the intersection within 25 feet of the corner. Where alleys exist, ADU garage access should be from the alley unless infeasible due to grade or utilities.
- 11) Approvals and Alternative Compliance
 - a) By-right cases are approved by building permit. CUP cases require CUP approval before a building permit.
 - b) The Director may approve alternative compliance for unique site constraints (heritage trees, topography, utilities) if privacy, massing, and drainage are equal or better, and height or total floor area are not increased beyond the limits above.

H. Prohibited

- 1) Permanent commercial activity in an accessory structure within residential districts, except permitted home occupations.
- 2) Shipping containers used as dwellings unless brought to full residential code compliance and architecturally finished as required.
- 3) A dwelling unit in any accessory structure unless it complies with the ADU standards in this section.
- 4) Any accessory structure or ADU on a lot before the principal use or building is established.

- I. Enforcement and Maintenance. Accessory structures and ADUs must be maintained in good repair. Violations are enforceable under Chapter 14 (including stop-work orders, withholding of certificates of occupancy, fines, and abatement where applicable).

ARTICLE 14.05 LANDSCAPING REQUIREMENTS

Sec. 14.05.001 Landscaping Ordinance.

A. Purpose and Intent.

- 1) This Article establishes minimum landscaping, streetscape, tree preservation, and water-conservation standards to protect public health, safety, and welfare; manage stormwater; conserve water resources; preserve and expand urban tree canopy; buffer incompatible land uses; mitigate heat-island effects; and improve shade, comfort, and walkability consistent with the City's comprehensive plan.
- 2) The standards herein are intended to: (1) provide predictable, objective requirements; (2) offer ministerial, table-driven credits for low-impact development (LID) features and rainwater reuse; and (3) coordinate with separate provisions governing tree preservation and mitigation.

B. Applicability and Exemptions.

- 1) **Applicability.** This Article applies to all development requiring site plan, building permit, or plat approval, including new development and redevelopment.
- 2) **Redevelopment Threshold.** When cumulative expansions since the most recent Certificate of Occupancy (CO) increase building footprint, paved area, or parking area by ten (10) percent or more, the site shall be brought into compliance to the maximum extent practicable, prioritizing:
 - a) frontage landscaping;
 - b) parking-lot interior landscaping; and
 - c) perimeter buffers.
- 3) **Exemptions.**
 - a) One- and two-family dwellings on individual lots are exempt except requirements under Section D.2.
 - b) Agricultural uses are exempt.
- 4) **Planned Developments and Overlays.** Planned Development (PD) districts and Overlay districts shall comply with this Article unless alternative landscape standards are expressly adopted in the PD/Overlay ordinance; where conflicts occur, the adopted PD/Overlay controls.

C. Definitions. Unless otherwise stated, terms have their commonly accepted meaning.

- 1) **Director:** The Director of Planning and Development or designee.
- 2) **Caliper:** Trunk diameter measured six (6) inches above grade for trees up to and including four (4) inches in caliper, and twelve (12) inches above grade for larger trees.
- 3) **Canopy Tree:** A species typically attaining a mature height of thirty-five (35) feet or more with broad shade.
- 4) **CO:** Certificate of Occupancy.

- 5) **Earthen Berm:** A linear mound of compacted, clean inorganic soil constructed within required landscape or buffer areas to provide visual screening, noise attenuation, or gentle grade transition, with side slopes no steeper than 3:1 (H:V) (4:1 where adjacent to sidewalks or public frontage), a top width \geq 3 feet, stabilized with vegetation, graded for positive drainage, and protected with erosion control during and after construction; berms shall be located outside sight-visibility triangles, Root Protection Zones (RPZs), and drainage/overflow easements, and shall not impede flood flows; berms are prohibited in FEMA-designated floodways and may be placed within a Special Flood Hazard Area (SFHA) only with prior approval by the Floodplain Administrator and City Engineer and a sealed no-rise/no-adverse-impact certification (including compensatory storage as required by the City's flood damage prevention regulations); berms may be combined with evergreen screening or fences to meet required buffer height/opacity.
- 6) **Effective Storage (ES):** The lesser of (i) rated tank volume, or (ii) 1.0 inch of rainfall over the connected roof area, multiplied by a 0.80 recovery factor. A five (5) day drawdown assumption is acceptable for sizing equivalency.
- 7) **Evergreen Screening:** A continuous, year-round visual barrier composed primarily of evergreen plant material from the City's Adopted Plant List, installed to obscure views of parking, service areas, or unlike uses; shrubs shall be minimum 5-gallon and 24 inches tall at planting and, where trees are used, they shall be 2-inch caliper and 8 feet tall at planting; plantings shall form a continuous hedge (single row at \leq 36 inches o.c. or staggered double row at \leq 42 inches o.c.) within a planting strip \geq 5 feet wide with drip/subsurface irrigation, located outside sight-visibility triangles and in compliance with utility clearances; the screen shall achieve and maintain a minimum height of 6 feet (or greater where required elsewhere in this Code) and an opacity of at least 80% between 3 feet above grade and the required height within three (3) years of installation; where utilities preclude a hedge, an evergreen vine on a solid fence or wall with supplemental understory may be approved as equivalent if the same height/opacity is met; dead or declining plants shall be replaced by the next planting season to restore required height and opacity; invasive species, including running bamboo (*Phyllostachys* spp.), are prohibited.
- 8) **Masonry Wall:** A permanent, opaque screening wall constructed of unit masonry—brick, natural or cast stone, or decorative concrete masonry units (CMU)—or CMU with integrally colored, cementitious stucco finish, built on a continuous reinforced concrete footing and designed for lateral loads per the adopted building code; freestanding walls shall be of reinforced masonry construction (brick/stone veneers are permitted only when anchored to structural CMU or concrete). The wall shall be finished on both sides where visible from public streets or adjoining property, include a durable cap, and incorporate articulation (pilasters or offsets) at changes in direction and at intervals not exceeding 30 feet. Exposed gray CMU is prohibited unless split-face or otherwise decorative with integral color. Masonry walls shall meet the required height and opacity specified elsewhere in this Code, be located outside sight-visibility triangles,

utilities/ easements unless approved by the utility, and drainage/flood conveyances, and shall not impede flood flows (prohibited in FEMA floodways and in SFHAs without required approvals/certifications).

- 9) On Center (o.c.): Standard spacing measurement taken from the centerline of one element to the centerline of the next (e.g., shrubs planted at 36 inches o.c. are 36 inches apart, measured center-to-center).
- 10) Understory Tree: A species typically maturing below thirty-five (35) feet.
- 11) Root Protection Zone (RPZ): A circular area with a radius equal to one (1) foot for each inch of trunk caliper, measured from the trunk center.
- 12) Preservation Area: Undisturbed native vegetation designated on an approved plan and protected during and after construction.
- 13) Frontage Landscape: Required landscape area parallel and adjacent to a public right-of-way (ROW) but located on private property.
- 14) Xeriscape: Landscape designed for water efficiency through plant selection, soil improvements, and irrigation design.

D. Minimum Landscape Requirements

- 1) Required Landscape Area. Minimum landscape areas shall be provided per development type as specified in the Table below. Minimum landscape area shall be provided as a percentage of net lot area (lot area excluding dedicated public right-of-way).

Development Type	Minimum Landscape Area (percent of net lot area)
Townhouse / Small Multifamily (3–8 units)	20%
Multifamily (9+ units)	25%
Commercial / Office / Institutional / Mixed-Use	20%
Industrial / Employment	10%
Civic / Campus / Parks Support Facilities	20%

- 2) Residential Lots (one- and two-family). At least one (1) canopy tree shall be planted in the front yard within 10’ of the property line along the ROW; corner lots shall provide one (1) canopy tree along each street frontage outside sight triangles. At least two (2) shrubs shall be planted within the front yard (and corner side yard, if applicable) within 15’ of the property line along the ROW. Irrigated turf shall not exceed fifty (50) percent of the front-yard landscaped area. Existing healthy native trees in the front yard may satisfy the tree requirement.
- 3) Credit for Existing Vegetation. Up to fifty (50) percent of the required landscape area may be satisfied by preserved, undisturbed native vegetation free of state-listed invasive species, provided Preservation Areas are delineated on plans, protected during construction, and recorded by note or easement.

Designated tree preservation areas with at least fifty (50) percent native canopy may count at 1.5× area, provided the total credit under this subsection does not exceed fifty (50) percent.

- E. Stormwater Basin/Channel Landscaping & Amenity Credit. Provide a 15-ft public-edge buffer planted on the outside slope with shade trees (~1 per 40–50 ft, clusterable) and a continuous band of shrubs/ornamental grasses; no woody plants on embankments or near hydraulic structures, and maintain required maintenance access and drainage function. Detention/retention ponds, channels, drainage easements, and floodways do not count toward the required landscape-area percentage unless the public edge is amenitized with a trail and seating plus an amenity (e.g., overlook or aerating fountain), in which case up to 50% of the facility area may count (street-tree requirements are unaffected).
- F. Streetscape and Frontage Requirements
- 1) Location. All required street trees shall be planted inside the private property line within the frontage landscape band unless otherwise approved by the City due to site constraints or for utility or sight-distance reasons.
 - 2) Frontage Band. At least fifty (50) percent of the required on-site landscape area shall be within a continuous frontage landscape band a minimum of ten (10) feet in depth on private property along all street frontages.
 - 3) Street Trees. Provide one (1) tree per forty (30) linear feet of frontage, planted three to five (3–5) feet inside the property line; spacing may be adjusted administratively between twenty (20) and forty (40) feet to avoid utilities and sight triangles. In downtown or constrained contexts, trees may be placed in tree wells with root paths or structural soil; tree grates are permitted.
 - 4) Shrubs and Groundcovers. Shrubs shall be massed within the frontage band generally at thirty-six (36) inches on center, or as shown on an approved planting plan providing equivalent coverage.
 - 5) Alternative Compliance—Constrained Sites. Where existing buildings, utilities, or easements prevent full compliance, the Development Services Director may approve equivalent frontage landscaping through expanded tree wells, raised planters, additional shade trees, or interior islands, provided the total required frontage area and frontage tree count are maintained and the minimum on-site landscaping percentage per development type remains satisfied.
 - 6) ROW Restoration. Disturbed ROW adjacent to sidewalks or streets shall be restored prior to CO with sod or a xeriscape palette using drought-tolerant species.
- G. Parking-Lot Landscaping
- 1) Interior parking areas shall include landscape area equal to at least:
 - a) 10% of the total paved parking area for Commercial/Office/Institutional, Mixed-Use, and Multifamily; and
 - b) 5% of the total paved parking area for Industrial; exclusive of perimeter landscape strips. Islands, linear islands, and green-infrastructure islands may be counted toward this requirement. Where a

percentage in this subsection and the island frequency requirements both apply, the more restrictive outcome governs.

- 2) Soil Volumes for Urban Tree Wells / Planters. Tree wells or raised planters in constrained/urban contexts may count as landscape area only where a minimum soil volume of 600 cubic feet per canopy tree and 300 cubic feet per understory tree is provided, which may be satisfied by structural soil or root paths.
- 3) Interior Islands and End-Caps. Provide a landscape island at the end of each parking row and at least one (1) landscape island for every one hundred and twenty (120) linear feet. Each island shall be a minimum of three hundred (300) square feet and ten (10) feet in width, with one (1) canopy tree per island.
- 4) Linear Islands. In lieu of discrete islands, a linear island of at least four hundred (600) square feet and ten (10) feet in width with two (2) shade trees may serve a single parking aisle of up to 240 linear feet.
- 5) Green-Infrastructure Islands. Where feasible, curb cuts or flush curbs shall convey runoff into islands designed as bioretention features with amended soils. If tested infiltration is less than 0.5 inches per hour, or the seasonal high-water table is within twenty-four (24) inches of the media bottom, an underdrain shall be provided to the storm system.
- 6) Perimeter Screening. Provide a minimum ten (10) foot perimeter landscape strip with one (1) canopy tree per forty (30) linear feet and a continuous shrub mass or hedge not to exceed thirty-six (36) inches in height for headlight screening from the ROW. Frontage Standards may also satisfy this requirement.
- 7) EV Charging Equipment Placement. Electric vehicle (EV) charging pedestals and associated equipment shall be located so as not to conflict with required tree growth or RPZs; a minimum five (5) foot clear radius around tree trunks at maturity shall be maintained. EV pedestals should be sited in end-caps or behind wheel stops outside required tree planting areas.
- 8) Relationship to Percentage Minimum. Where compliance with Subsections c)–h) yields interior landscape area less than the percentage required by Sec. 14.05.001(6)(a), additional islands, linear islands, or bioretention areas shall be added to meet the percentage. Where it yields more, no reduction is permitted below the adopted standards.

H. Buffers Between Unlike Land Uses

- 1) Required buffers shall be provided along side and rear lot lines as follows:
 - a) Industrial abutting Residential: thirty (30) feet wide landscape buffer with an earthen berm or masonry wall and evergreen screen capable of reaching six (6) feet in height within three (3) years; planted eight to ten (8–10) feet on center.
 - b) Industrial abutting Commercial: twenty (20) feet with earthen berm or masonry wall and evergreen screen capable of reaching six (6) feet in height within three (3) years; plant eight to ten (8–10) feet on center.
 - c) Commercial abutting Residential: fifteen (15) feet with evergreen screening.

- d) Remaining pre-existing native vegetation may count towards the buffer requirement, supplementing additional vegetation as needed.
 - e) Loading Docks: 15-foot landscape buffer with an 8-foot opaque masonry wall (10-foot when abutting residential) and a continuous evergreen hedge in a ≥ 5 -foot planting strip, planted at ≤ 36 -inch o.c., achieving $\geq 80\%$ opacity within 3 years.
- 2) Corridors and Gateways. Along designated Scenic or Gateway corridors (as mapped by ordinance), provide a twenty (20) foot frontage buffer with one (1) canopy tree per thirty (30) linear feet and layered understory/shrub plantings; fences shall be decorative metal or masonry.
- I. Tree Protection and Mitigation (Cross-Reference)
- 1) Tree preservation, protection fencing, construction within RPZs, removals, and mitigation shall comply with, Article 6, Tree Preservation and Mitigation, as amended. Where this Article is more restrictive, this Article controls.
 - 2) Credits. Preserved trees that meet spacing and health standards may be credited toward parking-lot tree and frontage tree requirements when located within required landscape areas.
- J. Minimum Planting Standards
- 1) Plant Quality. All plant materials shall conform to ANSI Z60.1 and be nursery-grown, free of pests and disease, and typical of their species.
 - 2) Installation. Set trees with the root flare at finished grade; apply mulch two to three (2–3) inches deep, kept at least three (3) inches from trunks.
 - 3) Utilities and Sight Distance. Trees shall not be planted within ten (10) feet of fire hydrants or five (5) feet of underground utilities; all plantings must be outside sight-visibility triangles; species/placement shall avoid overhead utility conflicts.
- K. Root Protection Zones
- 1) Protection Intent. Root zones shall remain protected and undisturbed for preserved trees, and new plantings shall be sited and detailed to provide appropriate soil volume and space for healthy root establishment and growth.
 - 2) Root Protection Zone (RPZ). For purposes of this Code, the RPZ is a circular area with a radius equal to one (1) foot for each inch of trunk caliper, centered on the trunk, unless a Tree Protection Plan prepared by an ISA-Certified Arborist establishes a different radius based on species and site conditions.
 - 3) Protection Fencing. Prior to any land disturbance, the RPZ of all preserved trees shall be enclosed with four (4) foot-high chain-link or welded-wire fencing supported by steel posts at eight (8) feet on center, with “Tree Protection Area – Keep Out” signage posted at one per 50 feet of fence or minimum one per tree. Fencing shall remain in place until Final landscape inspection unless released in writing by the Director.

- 4) Prohibited Activities Within the RPZ. Within the RPZ, the following are prohibited: grading; cuts or fills; trenching; compaction by vehicles or equipment; parking or materials storage (including soil, rock, equipment, or dumpsters); concrete wash-out; fuel, paint, or chemical mixing; fires; and installation of utilities, footings, slabs, or pavements.
- 5) Limited Encroachments (Methods). Where the Director determines that an encroachment into the RPZ is unavoidable, the following methods shall be used, and only to the minimum extent necessary:
 - a) Hand digging or pneumatic excavation (no mechanical trenchers) within the outer one-third of the RPZ.
 - b) Tunneling or directional boring for utilities beneath roots at a minimum twenty-four (24) inches below existing grade (or below the majority root plate if known).
 - c) Root pruning only as necessary to complete the work, with clean cuts performed by or under the supervision of an ISA-Certified Arborist; cut surfaces shall be immediately backfilled and watered.
 - d) Total encroachment area shall not exceed ten (10) percent of the RPZ, and no excavation may occur within five (5) feet of the trunk.
- 6) Grade Changes Over Roots. No cuts are permitted within the RPZ. Fills over the RPZ are limited to three (3) inches of pervious topsoil and mulch combined; impermeable surfaces are prohibited unless a Tree Protection Plan provides engineered aeration/soil-cell measures approved by the Director.
- 7) Remediation for Accidental Compaction or Disturbance. If compaction or disturbance occurs within the RPZ, the Director may require remediation consisting of pneumatic soil decompaction or radial trenching (8–12 inches deep) and incorporation of compost at 2–4 inches over disturbed areas, followed by deep watering and mulch.
- 8) New Tree Planting—Soil Volume and Space. New trees shall be located and detailed to provide adequate, contiguous soil volume: 600 cubic feet per canopy tree and 300 cubic feet per understory tree minimum (which may be shared by adjacent trees if volumes are contiguous). In constrained or paved areas, equivalent volumes may be provided via structural soil, soil cells, or root paths beneath pavements. Minimum planter widths: eight (8) feet for canopy trees and five (5) feet for understory trees, unless a Tree Protection Plan demonstrates equal or better performance.
- 9) Hardscape and Equipment Setbacks. No EV charging pedestals, transformers, or similar equipment shall be placed within required tree planting areas or within the five (5) foot clear radius around tree trunks needed for growth and maintenance. Pavement edges, curbs, and walls shall be detailed to keep mulch off trunks and maintain the visible root flare at finished grade.
- 10) Utilities and Irrigation Near Roots. Irrigation mains and lateral lines shall be routed outside the RPZ where feasible; if crossing is unavoidable, lines shall be bored beneath roots as in Subsection 5(b). All utility separations and hydrant clearances in Sec. 14.XX.009(C) remain applicable.

- 11) Tree Wells and Planters (Urban Conditions). Tree wells or raised planters used to satisfy landscape requirements shall include aeration and drainage features, maintain the root flare at finish grade, and meet the soil-volume requirements in Subsection 8. Where planters are adjacent to paving, provide root paths/soil connections to adjacent landscape or soil-cell areas.
 - 12) Documentation and Field Verification. The Landscape Plan shall delineate RPZs for preserved trees and show fencing, boring/tunneling notes, and soil-volume diagrams for new trees. Compliance shall be verified at Pre-construction (fencing installed), during Utility rough-in (if applicable), and at Final.
 - 13) Damage, Survival, and Mitigation. If a preserved tree suffers decline or mortality attributable to RPZ disturbance within two (2) years of CO, the Director may require mitigation or replacement per the Tree Preservation Article and may draw on posted bonds where applicable (ROW or accepted common areas).
 - 14) Alternative Compliance (Arborist Plan). The Director may approve modifications to RPZ dimensions, methods, or soil volumes only upon submittal of a Tree Protection Plan sealed by an ISA-Certified Arborist that demonstrates equal or superior long-term tree health and public safety outcomes.
- L. Soils, Irrigation, and Water Conservation
- 1) Soils. Landscape areas shall contain a minimum six (6) inches of quality topsoil or amended soil; compacted subgrades shall be scarified prior to amendment.
 - 2) Irrigation. Provide separate zones for turf, trees, and beds; use drip or subsurface irrigation for shrubs/trees/beds; no overhead spray within twenty-four (24) inches of impervious surfaces. Systems shall include a weather-based smart controller and rain shut-off device and shall be inspected prior to CO.
 - 3) Water Conservation. At least fifty (50) percent of plant materials (excluding turf) shall be native or drought-tolerant from the City's Adopted Preferred Plant List. High-water-use turf grass on nonresidential sites shall not exceed fifty (50) percent of total landscaped area. Rock/gravel may be used as an accent only, not to exceed twenty-five (25) percent of any landscaped area.
- M. Landscape Plans, Submittals, and Alternative Compliance
- 1) Landscape Plan. A sealed landscape plan prepared by a licensed professional Landscape Architect shall be submitted with the site plan and show:
 - a) Calculations of required areas;
 - b) Plant schedule (species, size, quantity);
 - c) Preserved trees;
 - d) Irrigation concept;
 - e) Preservation Areas and RPZs;
 - f) LID features and any credits elected under Sec. 14.05.002;
 - g) Visibility triangles and utilities; and
 - h) Maintenance notes.

- i) Plans electing cistern (rainwater harvesting) credits shall delineate the Connected Roof Area (square feet) with a polygon and label. The plan shall include tabulations demonstrating compliance with Table in Sec. 14.05.002(G), including the net lot area used for calculation and the gross paved parking area used for interior-landscape calculations.
 - 2) Single-Family and Two-Family Residences. The required frontage trees and shrubs must be shown on the site plan submitted with the building permit. The plan need not be prepared or sealed by a landscape architect, but must comply with all specifications of this Article (including species, quantities, spacing, and installation details).
- N. Maintenance, Inspection, and Bonding
- 1) Timing. All required landscaping shall be installed prior to CO; when seasonal conditions prevent planting, the City Manager or designee may accept a landscape surety equal to one hundred twenty-five (125) percent of the estimated installed cost.
 - 2) Maintenance. Owners shall maintain plantings and irrigation in a healthy condition; dead plant material shall be replaced within ninety (90) days, or by the next planting season if replacement within ninety (90) days is impractical. During municipally declared drought stages, replacement deadlines are extended to the next planting season; hand-watering and drip irrigation for establishment are permitted notwithstanding landscape-irrigation restrictions.
 - 3) Inspections. Tree-protection fencing shall be installed and inspected prior to land disturbance; a final landscape inspection is required prior to CO; the City may reinspect for establishment within twelve (12) months of CO.
 - 4) Bonding.
 - a) Private Frontage Trees. Where all required street trees are planted inside the private property line, no maintenance bond is required. The owner shall pass final inspection and provide an eleven-month establishment affidavit.
 - b) ROW/Common-Area Landscaping Accepted with Public Improvements. Prior to acceptance, the developer shall post a two (2) year maintenance bond at 100% of the installed cost covering trees and landscaping in ROW or common areas accepted with roadway or subdivision improvements.

Sec. 14.05.002 Low Impact Development Landscaping Credits.

- A. Purpose. Provide standard, predictable credits that reduce otherwise required landscape area or allow substitutions when on-site LID achieves equal or better outcomes for shade, cooling, and stormwater management.
- B. Applicability. Credits in Standardized LID & Rainwater Credits Table may be elected for nonresidential and multifamily development.

- C. Administration. Credits shall be granted ministerially upon submittal of the City’s LID Credit Worksheet, stamped plans, and Standard Details (Appendix), verified at Site Plan and in the field prior to CO.
- D. Cap. Total LID credits cannot reduce required landscape area by more than 50%. Notwithstanding any credit, the required frontage tree count in Sec. 14.05.001(5) shall not be reduced.
- E. O&M. All credited LID facilities shall be maintained per a recorded LID O&M Affidavit naming a responsible party and minimum inspection frequency.
- F. Effective Storage for Cisterns (rainwater harvesting barrels). For Table below, Effective Storage (ES) = the lesser of (i) rated tank volume, or (ii) 1.0 inch of rainfall over the connected roof area, multiplied by a 0.80 recovery factor. A five (5) day drawdown assumption is acceptable for sizing equivalency.
- G. Table: Standardized LID & Rainwater Credits

No.	Measure	Credit
1	Cistern (rain barrel) for non-potable irrigation	Reduce required landscape area 5% per 1,000 gal ES, up to 50% max total required landscaped area.
2	Bioretention parking-lot island(s) receiving pavement runoff	Each qualifying island counts at 150% of its plan area toward the interior-parking landscape minimum; total credit up to 25% of the required landscaped area.
3	Permeable frontage swale or bioretention strip	25% credit toward the required frontage landscaping requirement

- H. Inspection. The City shall verify installation of credited measures at Final and may reinspect within twelve (12) months of CO.
- I. Bonding. Credited improvements in ROW or HOA common areas accepted with public improvements shall be covered by the applicable two-year maintenance bond under Sec. 14.05.001(N.4). Credits located solely on private property are not bonded but remain subject to maintenance and reinspection.

Sec. 14.05.004 Enforcement and Penalties.

- A. Violations. Failure to install, maintain, or replace required landscaping, or failure to comply with conditions of approved credits, is a violation of this Code.
- B. Remedies. The City may issue notices of violation, stop-work orders, holds on permits or COs, draw on posted bonds, and/or assess fines as authorized by ordinance and state law.
- C. Appeals. Decisions made under this Article are appealable pursuant to Article 11, Zoning Board of Adjustments.

Sec. 14.05.005 Adopted Lists

A. Adopted Preferred Plant List and Prohibited Species. The “City of Bastrop Adopted Plant List” and “Prohibited Species List,” within the Plant List, may be amended by resolution, are adopted by reference and maintained in the Appendix.

ARTICLE 14.06 TREE PRESERVATION AND MITIGATION

Sec. 14.06.001 Purpose and Intent

- A. Conserve and enhance the City’s trees to protect neighborhood character, public health, stormwater management, urban heat mitigation, and wildlife habitat.
- B. Establish clear standards for tree surveys, preservation zones, critical root zone protections, mitigation, and enforcement.
- C. Provide reasonable flexibility to accommodate other development standards when doing so resulting in measurably better tree preservation outcomes.

Sec. 14.06.002 Applicability and Relationship to Other Codes

- A. Applicability. This Article applies to all public and private development, redevelopment, and site work requiring a development permit, building permit, grading/clearing permit, or plat approval within the City limits (and ETJ where allowed by law).
- B. Conflicts. Where this Article conflicts with another adopted City standard, the Director may authorize the least-deviation solution that best preserves protected trees while meeting public safety, flood, and utility requirements.

Sec. 14.06.003 Permit Requirement and Validity

- A. Permit. A Tree Removal Permit is required before removing a Protected Tree or conducting a Tree Impact Activity.
- B. Validity. A Tree Removal Permit is valid for six (6) months from issuance.

Sec. 14.06.004 Submittals: Tree Survey and Removal/Preservation Plan

- A. Tree Survey, sealed by a Certified Arborist or Landscape Architect:
 - 1) Vicinity map; property boundaries and acreage.
 - 2) Existing/proposed streets, drainage, and utility easements on/adjacent to the property.
 - 3) Required preservation/buffer zones.
 - 4) Location, tag number, species, DBH, and condition of each preserved individual Protected Tree; identify Heritage/Significant Trees.
 - 5) Identification of areas proposed for clearing.
 - 6) Recent aerial imagery depicting pre-development conditions.
 - 7) All trees starting at 8 inches in diameter must be surveyed, if credit for preserved trees that are 6 inches in diameter or bigger is wanted, 6-inch diameter trees will also need to be surveyed.
 - 8) The information on the survey shall not be older than two years.
 - 9) The tree survey and preservation plan is required for all areas of soil disturbance and construction activity including all work within rights-of-way and easements. The detailed tree survey shall be submitted at the time of public improvement plans, site development plans, or land disturbance, whichever is first.

However, if the site is larger than 5 acres, a preliminary tree survey will also be required at the time of a rezoning application, or PDD.

- B. Tree Removal & Preservation Plan (drawn to site plan scale) must:
 - 1) Overlay building footprints, drives, parking, detention, and utilities.
 - 2) Delineate CRZ fencing and protection measures.
 - 3) Identify mitigation, replacement, and/or Payment in Lieu option.
 - 4) Provide irrigation plans for new plantings where required.

Sec. 14.06.005 Credits

- A. For every healthy protected tree six (2) inches caliper or larger located outside of the flood plain that is preserved, the developer shall be given credit, according to the following chart.

DBH Class	Credit
6.0"–9.9"	1.0
10.0"–23.9"	1.5
≥24.0"	2.0

- B. Healthy unprotected trees, over twelve (12) inches in size, located outside the floodplain, may be considered for tree credits only when individually field inspected and approved by the Parks Director or assignee.

Sec. 14.06.006 New and Replacement Tree Standards

- A. Species. Select from the Preferred/Protected Species List in Appendix A. The Parks Director or assignee may approve of comparable species.

Sec. 14.06.007 Critical Root Zone (CRZ) Protection During Construction

A. Root Zones

- 1) Protection Intent. Root zones shall remain protected and undisturbed for preserved trees, and new plantings shall be sited and detailed to provide appropriate soil volume and space for healthy root establishment and growth.
- 2) Root Protection Zone (RPZ). For purposes of this Code, the RPZ is a circular area with a radius equal to one (1) foot for each inch of trunk caliper, centered on the trunk, unless a Tree Protection Plan prepared by an ISA-Certified Arborist establishes a different radius based on species and site conditions.
- 3) Protection Fencing. Prior to any land disturbance, the RPZ of all preserved trees shall be enclosed with four (4) foot-high chain-link or welded-wire fencing supported by steel posts at eight (8) feet on center, with "Tree Protection Area – Keep Out" signage posted at one per 50 feet of fence or minimum one per tree. Fencing shall remain in place until Final landscape inspection unless released in writing by the Director.
- 4) Prohibited Activities Within the RPZ. Within the RPZ, the following are prohibited: grading; cuts or fills; trenching; compaction by vehicles or equipment; parking or materials storage (including soil, rock,

equipment, or dumpsters); concrete wash-out; fuel, paint, or chemical mixing; fires; and installation of utilities, footings, slabs, or pavements.

- 5) Limited Encroachments (Methods). Where the Director determines that an encroachment into the RPZ is unavoidable, the following methods shall be used, and only to the minimum extent necessary:
 - a) Hand digging or pneumatic excavation (no mechanical trenchers) within the outer one-third of the RPZ.
 - b) Tunneling or directional boring for utilities beneath roots at a minimum twenty-four (24) inches below existing grade (or below the majority root plate if known).
 - c) Root pruning only as necessary to complete the work, with clean cuts performed by or under the supervision of an ISA-Certified Arborist; cut surfaces shall be immediately backfilled and watered.
 - d) Total encroachment area shall not exceed ten (10) percent of the RPZ, and no excavation may occur within five (5) feet of the trunk.
- 6) Grade Changes Over Roots. No cuts are permitted within the RPZ. Fills over the RPZ are limited to three (3) inches of pervious topsoil and mulch combined; impermeable surfaces are prohibited unless a Tree Protection Plan provides engineered aeration/soil-cell measures approved by the Director.
- 7) Remediation for Accidental Compaction or Disturbance. If compaction or disturbance occurs within the RPZ, the Director may require remediation consisting of pneumatic soil decompaction or radial trenching (8–12 inches deep) and incorporation of compost at 2–4 inches over disturbed areas, followed by deep watering and mulch.

Sec. 14.06.008 Mitigation, Replacement Calculation, and Payment in Lieu

- A. The City Manager, in conjunction with the Parks and Recreation Director, shall create a process and procedure for mitigating the removal of trees on private property by creating a permit process for tree removal.
- B. Upon inspection by the City Arborist, or a designated third-party arborist, persons seeking to remove a tree on the protected Preferred Plant list, that is over 10” in caliper 4.5 feet from the ground, shall be required to obtain a mitigation permit that is assessed according to the City Master Fee Schedule.
- C. This fee shall not be assessed to residents if:
 - 1) The tree is located on a property that is an existing one-family or two-family dwelling that is the person's residence; and
 - 2) If the tree is less than 10 inches in diameter at the point on the trunk 4.5 feet above the ground.
- D. Replacement trees shall be from the approved Preferred Plant list and shall be the same number of caliper inches removed from the site.
- E. Failure to replace caliper per caliper will result in mitigation fees being assessed.
- F. If the City Arborist, or 3rd party Arborist, establishes that the tree must be removed for health, safety, protection from damage to surrounding property or structures, or other public safety reasons, the City Manager shall have the authority to assess no mitigation fees; however:

- 1) On non-residential property, the replacement trees in equal caliper inches must be replanted on the site.
 - 2) On a property that is an existing one-family or two-family dwelling that is the person’s residence, no fee or replacement is required.
 - 3) If the property owner removes a tree(s) that does not meet the requirements of Sec 14.06.008(F.)(2)) and is 10 inches in caliper measured 4.5 feet from the ground and is on the Preferred Plant list as Native and does meet the definition of a protected or a heritage tree the property owner will be required to replant one plant from the Preferred Plant List for each tree removed if it is the person’s residence.
- G. Individuals commencing tree removal without a permit, shall be assessed double the mitigation fee, and must meet the requirements to replace trees on a caliper per caliper inch basis.
 - H. Replacement Calculation (per Protected Tree removed): In the event it is necessary to remove a tree ten (10) inches caliper or larger, the developer, builder or property owner shall be required to replace the tree to be removed with comparable or better spacious trees somewhere within the planned development or subdivision.
 - I. Mitigation Methods (applicant may combine): on-site replacement; off-site replacement (parks, conservation areas, selected ROW, as approved by the City Council if it is deemed necessary by Parks Director and space is available); or Payment in Lieu to the City’s Tree Mitigation Fund.
 - J. Invasive Removal Incentive. When the applicant eliminates onsite/off-site invasive trees per Appendix B, the Director may allow the applicant to receive invasive species credits. All invasive species identified by an ISA-certified arborist may receive invasive species credits, 1/2 credit for every inch of invasive tree being removed.
 - K. Timing & Security. Replacement trees must be planted within 1 year of permit issuance. For Payment in Lieu elections tied to later planting upon approval from Director, provide a cash escrow, bond, or letter of credit equal to the full amount; release occurs after verified planting.

Sec. 14.06.009 Appeals

An individual may request relief to any part of this section to the City Manager within 15 business days with documentation supporting the requested adjustment. If the appeal is denied, the individual may appeal to the Tree Advisory Board. The decision of the board shall be final.

Sec. 14.06.010 Exemptions

Any protected or heritage trees determined to be diseased, overly mature, dying or dead, by a certified arborist are exempted from the Standards of this Code.

Sec. 14.06.011 Fees and Penalties

- A. Fees shall be established by the Master Fee Schedule.
- B. Any individual who removes trees without a permit, or does not comply with the mitigation requirements of Article 14.06 shall be subject to a \$500 to \$2000 fine, per tree, per offense and shall be charged with a misdemeanor offense.

ARTICLE 14.07 SIGNS

Sec. 14.07.001 Intent & Purpose

Regulate signs visible from the public realm to ensure context-appropriate size, placement, and legibility; protect safety and aesthetics; and provide clear information to pedestrians and drivers. A sign permit authorizes the display, erection, alteration, relocation, or replacement of on-premise or off-premise signs, unless exempt.

Sec. 14.07.002 Applicability & Jurisdiction

This Article applies to all property in the City limits and, within the statutory ETJ.

Sec. 14.07.003 Administration

- A. Permit Required. No sign may be installed, altered, or moved without a sign permit, except for signs expressly allowed without a permit in this Article or the permitted/allowed table.
- B. Permits & Fees. Permits are issued to the property owner or authorized agent. Fees are as adopted by the City Master Fee Schedule.
- C. Interpretation. The Director of Planning & Development administers and interprets this Article.
- D. MSP (Master Sign Plan) may be approved for master-planned communities and multitenant or multi-lot nonresidential projects to ensure coordinated, high-quality sign design.
- E. Enforcement. Each violation is a separate offense. The City may remove signs that pose an immediate public hazard or violate specific provisions (e.g., R.O.W.) and recover costs.
- F. Administrative Relief. The Director may approve up to five percent (5%) deviation from numeric standards upon written findings that (a) the deviation is the minimum necessary; (b) no additional glare, illumination, or height is created; and (c) the sign remains compatible with district character.

Sec. 14.07.004 General Standards

- A. Location. Signs must be on private property (outside public R.O.W.), on developed sites or those with an active building permit, and outside visibility/sight triangles.
- B. Construction & Installation. Comply with IBC/NEC and City standards. Permanent signs must be built of durable materials, securely anchored, and designed for required wind and dead loads.
- C. Maintenance. Signs shall be kept in good repair (including lighting components). The Building Official may order repair or removal of signs constituting a nuisance; failure to comply may result in City abatement and cost recovery.

Sec. 14.07.005 Measurement

- A. Area. Measure the smallest rectangle(s) encompassing each word/graphic for individual letters/graphics; count the full illuminated panel when copy is on/within an illuminated element; for multiface signs at $\leq 30^\circ$

count one face; at >30° sum both faces; for 3–4 faces count 50% of the total. Freestanding sign area includes frames and airspace between supports (as specified).

- B. Height. For freestanding signs, measure from finished grade at the sign base (including berms used to increase height) to the top of the sign; for building-mounted signs, from base of the wall to top of sign.

Sec. 14.07.006 Illumination

- A. Allowed illumination types: internal, halo (internal indirect), and external shielded down-lighting.
- B. Prohibited effects: flashing, chasing, strobing, revolving beacons, moving parts.
- C. Performance. Internally lit signs: opaque backgrounds with translucent letters/symbols (white allowed only within logos and limited to overall logo area). Externally lit signs: stationary, fully shielded, bulbs/tubes not visible from R.O.W. or residences. Correlated color temperature (CCT) >3000K prohibited (except existing).

Sec. 14.07.007 Permanent Signs

- A. Awning/Canopy. Count toward wall-sign allowance; ground-floor only; min 8–9 ft clearance to sidewalk (as adopted); copy ≤ 1 sq ft per linear foot of awning width.
- B. Building Wall. Max area based on primary facade linear footage; only the facade with the primary entrance may be used for calculation; no part above roofline/parapet or above second-story sill/cornice.
- a) Ratio of one and one-half square feet per linear foot of primary facade, up to a maximum of sixty-two and one-half (62.5) square feet, for buildings or tenant spaces with up to fifty (50) linear feet of primary facade.
 - b) Ratio of 1.25 square feet per linear foot of primary facade, up to a maximum of seventy-five (75) square feet, for buildings or tenant spaces with between fifty (50) and seventy-five (75) linear feet of primary facade.
 - c) Ratio of one square foot per linear foot of primary facade for buildings or tenant spaces with greater than seventy-five (75) linear feet of primary facade.
 - d) For buildings or tenant spaces with more than one exterior building wall with exposure to vehicular traffic, the maximum area of wall signage may be increased by 25% if the sign area is split between at least two (2) signs located on different wall exposures visible to vehicular traffic.
- C. Projecting/Marquee Signs. Max one per business with a maximum of 16 sq ft and a 9 ft minimum clearance; projecting no more than 4 ft from wall. For cinema, they may include a changeable list of movie titles and extend to up to 10 ft from the building.
- D. Suspended/Blade Signs (under canopy). Signs cannot be more than 4 sq ft not counted toward wall-sign total; 8 ft minimum clearance; mount perpendicular to facade.
- E. Monument/Directory/Directional/Multitenant. Allowed per sign category, number, area, and height per dimensional standards. The building materials shall be consistent with the building materials on the principal building and shall include street addresses. There should be a 75 ft spacing that shall be maintained between all monument signs.
- a) For sites with one or more buildings whose cumulative total size is less than five thousand (5,000) square feet the maximum dimensions are as follows:
 1. Forty-eight (48) square feet of sign area, eighty (80) square feet of sign structure area and a maximum height of eight (8) feet if the speed limit of the road toward which the sign is oriented is less than fifty (50) mph.

- 2. Sixty (60) square feet of sign area, one hundred twenty (120) square feet of sign structure area and a maximum height of twelve (12) feet if the speed limit of the road toward which the sign is oriented is fifty (50) mph or greater.
- b) For sites with one or more buildings whose cumulative total size is between five thousand (5,000) and twelve (12,000) square feet the maximum dimensions are as follows:
 - 1. Forty-eight (48) square feet of sign area, eighty (80) square feet of sign structure area and a maximum height of eight (8) feet if the speed limit of the road toward which the sign is oriented is less than forty (40) mph.
 - 2. Sixty (60) square feet of sign area, one hundred twenty (120) square feet of sign structure area and a maximum height of twelve (12) feet if the speed limit of the road toward which the sign is oriented is forty (40) mph or greater.
 - 3. Ninety-six (96) square feet of sign area, one hundred sixty (160) square feet of sign structure area and a maximum height of sixteen (16) feet if the site has frontage on Highway 71.
- c) For sites with one or more buildings whose cumulative total size is greater than twelve thousand (12,000) square feet the maximum area is as follows:
 - 1. Forty-eight (48) square feet of sign area, eighty (80) square feet of sign structure area and a maximum height of eight (8) feet if the speed limit of the road toward which the sign is oriented is less than forty (40) mph.
 - 2. Sixty (60) square feet of sign area, one hundred twenty (120) square feet of sign structure area and a maximum height of twelve (12) feet if the speed limit of the road toward which the sign is oriented is between forty (40) and forty-nine (49) mph.
 - 3. Ninety-six (96) square feet of sign area, one hundred sixty (160) square feet of sign structure area and a maximum height of sixteen (16) feet if the speed limit of the road toward which the sign is oriented is fifty (50) mph or greater.
- F. Window Signs. Max coverage = 50% of window area; in CBD, recommended 75% max; may be painted on glass or hung just inside.
- G. Flags. Max pole height: 20 ft in Residential/Neighborhood Service (max flag 28 sq ft); 35 ft in other categories (max flag 40 sq ft). Max three flags per site; setback ≥ pole height.
- H. Pylon Signs (State Highways only). One per lot along highways if building(s) meet minimum size in standards; max 160 sq ft; max height 35 ft; 100-ft minimum spacing from any other sign; may list multiple tenants within max area.
- I. Subdivision Entry. One per primary entrance (or per corner/median with license agreement); max 48 sq ft; max height 8 ft; masonry materials; downward/ground lighting; landscaped area = 2× sign face area with irrigation and shrubs; provide perpetual maintenance plan.

Sec. 14.07.008 Temporary Signs

- A. A-Frame/Sidewalk Signs. As allowed for businesses; portable; count/size per dimensional standards. A maximum height of 4 ft and width of 3 ft, allowing for only one sign per business and it cannot obstruct the 4 ft ADA pedestrian clearance.
- B. Banner Signs. Maximum sign area is 48 sq ft and cannot exceed 75% of the building space upon which the sign is to be located. The maximum height is 4 ft and must have all 4 corners securely attached to the building or posts.
- C. Construction Site. One freestanding per street frontage (≤32 sq ft) and one wall sign per building (≤10% of facade). Display no earlier than 30 days before activity; remove within 30 days of completion or upon installation of permanent sign.

- D. Development Information. ≤40 sq ft; quantity scaled by lots (1 per 50 lots, up to 32; additional only on very large projects); unified design and durable materials; on private property within the project, not on boundary streets; displayed from plat recordation (residential) or site plan/building permit approval (commercial) until 90% of the phase is complete.
- E. Garage Sale. On private property; ≤4 sq ft; allowed 5:00 p.m. Thu. to 8:00 a.m. Mon. (to Tue. 8:00 a.m. if Mon. holiday).
- F. Light Pole-Mounted Banners. Limited to no more than one banner per light pole, no more than 12 sq ft in area per banner. Such banners must be approved by the appropriate electric utility company in addition to receiving a permit from the city's planning and development department and can only be placed by Discover Bastrop Department. Banners shall not be illuminated except from the lamp of the light pole. Banners shall be maintained in good repair and replaced or removed as needed.
- G. Model Home Signs. Maximum sign area is 18 sq ft with a maximum height of 6 ft.
- H. Political. No permit; ≤36 sq ft; ≤8 ft tall; no illumination or moving parts; on private property with owner permission; not on utility poles or R.O.W.; remove within 30 days after the election (candidate responsible; City may recover removal costs).
- I. Real Estate Sign. Signs shall be removed within 30 days of completion of the sale or lease transaction.

Residential-Maximum of one sign per street frontage with a maximum sign area of 6 sq ft. Real estate signs to subject property are permitted off site, but shall be located on private property.

Commercial-Maximum of one free standing sign per street frontage and one building sign per building or tenant space with a maximum sign area of 10 sq ft. Real estate signs shall be located on the property subject to sale or lease.

Sec. 14.07.009 Prohibited Signs/Practices (illustrative)

- A. New billboards and other off-premise signs (incl. advertising benches) unless expressly authorized herein.
- B. Signs in or projecting over public R.O.W. (unless expressly allowed), on public poles/trees/benches/hydrants, or obstructing official traffic control.
- C. Signs that block required ingress/egress or occupy sight triangles; signs emitting sound, odor, smoke, steam, lasers, or moving imagery; tethered balloons/inflatables; unauthorized banners/pennants; unpermitted roof signs; certain pole-mounted objects used as signs.
- D. Vehicles/trailers/boats parked or displayed as signs (excludes regularly used business vehicles with permanent graphics).

Sec. 14.07.010 Nonconforming, Nuisance, and Removal

- A. Nonconforming signs may continue subject to this Article; alterations require compliance.

B. Signs that are abandoned, unsafe, or an immediate hazard constitute a public nuisance and are subject to expedited removal and cost recovery. Unclaimed removed signs may be disposed of after notice and opportunity for hearing.

Sec. 14.07.011 Dimensional Standards & Permissions

A. Table of Permitted/Allowed Signs. Signs may be installed only as listed by sign category and type (A = Allowed w/o permit; P = Permit required). All unlisted sign types are prohibited.

Sign Type	P/OS	RR	SF	MU	GC	PI	IND	PDD
Permanent								
Awning/canopy	-	-	-	P	P	P	P	P
Building wall	-	-	-	P	P	P	P	P
Directional	P	-	-	P	P	P	P	P
Directory	P	-	-	P	P	P	P	P
National or Official Flags	A	A	A	A	A	A	A	A
Government	A	A	A	A	A	A	A	A
Marquee	P	-	-	P	P	P	P	P
Monument	P	-	-	P	P	P	P	P
Multitenant	-	-	-	P	P	P	P	P
Projecting	-	-	-	P	P	P	P	P
Pylon ¹	-	-	-	p ¹	P	P	P	P
Subdivision entry	P	P	P	P	P	P	P	P
Suspended	-	-	-	P	P	P	P	P
Window	-	A	A	A	A	A	A	A
Temporary								
A-Frame	A	-	-	-	A	A	A	A
Banner	P	-	-	P	P	P	P	P
Bandit Sign								
Construction Site	P	P	P	P	P	P	P	P
Development Information	P	P	P	P	P	P	P	P
Garage Sale		A	A					
Light Pole-Mounted	P	-	-	P	P	P	P	P
Model Home	-	P	P	-	-	-	-	-
Political	A	A	A	A	A	A	A	A

Real Estate	A	A	A	A	A	A	A	A
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¹ Only as specified in section 14.07.007(H).

² Only as specified in section 14.07.XXX.

B. Dimensional Standards. Maximum number, area, and height by sign category and type are provided in the dimensional standards section. Not all maxima must be used; smaller signs are encouraged where context warrants.

ARTICLE 14.08 CODE ENFORCEMENT/NONCONFORMING USES

Sec. 14.08.001 Authority, Purpose, and Applicability

- A. Authority. Adopted under the City’s home-rule powers and municipal zoning authority.
- B. Purpose. Establish zoning-specific standards for (1) recognition and administration of lawful nonconformities and (2) zoning enforcement tools limited to this Chapter (notice of violation and stop-work orders).
- C. Applicability. This Article applies to zoning matters within the City limits. Nothing herein extends zoning to the ETJ.
- D. No Conflict with General Code. Where this Article addresses processes also covered by the City’s general code-enforcement provisions, those citywide provisions govern procedure; this Article governs substantive zoning compliance.
- E. Cross-References.
 - a) Zoning Board of Adjustment (ZBA) appeals and procedures: see Article 14.11, Zoning Board of Adjustments.
 - b) Certificates of Occupancy (CO) actions (withholding/suspension): see Article 14.12 (Administration & Procedures).
 - c) Vested Rights: See Chapter 1.20 Uniformity of Requirements.

Sec. 14.08.002 Administration

- A. Director. The Director of Development Services (or designee) administers this Article and may issue zoning notices of violation and zoning stop-work orders under this Chapter.
- B. Coordination. The Director shall coordinate with the Building Official and Code Enforcement to avoid duplicative/conflicting orders.
- C. Appeals. Appeals of administrative decisions under this Article are to the ZBA, Article 14.11; filing does not authorize continued violation unless the ZBA stays enforcement under its rules.

Sec. 14.08.003 Zoning Notice of Violation (NOV)

- A. Use. An NOV may be issued where land, structures, or uses do not conform to this Chapter or to conditions of a zoning approval.
- B. Content. The NOV shall state: (1) property identification; (2) specific zoning provisions/conditions alleged violated; (3) facts observed; (4) required corrective action(s); and (5) a reasonable correction deadline.
- C. Service. Serve to the owner and, where applicable, occupant/permit holder by a standard method recognized in the City’s general code-enforcement chapter.
- D. Reinspection. After the deadline, the Director reinspects and may (1) close the case; (2) extend time for good cause; or (3) escalate (e.g., stop-work, referral for further enforcement consistent with City code).

- E. Consistency Clause. NOV procedures here are intended to complement—not supersede—any more detailed service or timing rules in the City’s general code-enforcement chapter.

Sec. 14.08.004 Zoning Stop-Work Orders

- A. Triggers. The Director may issue a zoning stop-work order when work or use:
 - a) lacks required zoning approval;
 - b) violates a condition of zoning approval; or
 - c) materially departs from approved plans under this Chapter.
- B. Form and Posting. The order shall be in writing, identify the violation, and be posted on-site and served to the owner/permit holder.
- C. Effect. All development activity subject to this Chapter shall cease only to the extent necessary to remedy the zoning violation identified; life-safety work may continue as authorized by the Building Official.
- D. Release. The Director shall lift the order upon verified correction or upon BOA relief.
- E. Appeal. Appeal is to the ZBA, Article 14.11. Filing an appeal does not stay a stop-work order unless the ZBA grants a stay under its rules.

Sec. 14.08.005 Nonconformities—General

- A. Types.
 - a) Nonconforming Use: Lawful use established before a change in zoning regulations that now prohibits the use.
 - b) Nonconforming Structure: Lawful structure that no longer meets dimensional/design standards.
 - c) Nonconforming Lot: Lawfully created lot that no longer meets current lot standards.
- B. Legal vs. Illegal. Only lawfully established situations are eligible for nonconforming status. Illegal uses/structures must be brought into compliance.
- C. Continuation. Lawful nonconformities may continue subject to this Section and applicable state law.
- D. Transfer. Nonconforming status runs with the land.
- E. Maintenance/Repair. Routine maintenance and like-kind repairs that do not increase the degree of nonconformity are permitted.
- F. Verification. The Director may issue a written Verification of Nonconforming Status upon satisfactory evidence of lawful establishment and continuity.

Sec. 14.08.006 Nonconforming Uses

- A. No Expansion. A nonconforming use shall not expand in area, intensity, or to other portions of a site or structure, except: (1) as required to meet life-safety codes; or (2) as expressly authorized by the ZBA, Article 14.11.
- B. Change of Use. A nonconforming use may only change to a conforming use. Once changed to a conforming use, nonconforming rights are lost.
- C. Discontinuance / Abandonment.

- a) Six-Month Presumption. Discontinuance for six (6) consecutive months creates a rebuttable presumption of abandonment.
- b) Eighteen-Month Bar. Discontinuance for eighteen (18) consecutive months constitutes prima facie abandonment; nonconforming rights terminate.
- c) Commencement. Discontinuance is measured from the actual date the use ceased.
- D. City-Required Cessation. The City will not require cessation of a lawful nonconforming use except as permitted by applicable state law. Any required procedures (including notice and remedies) shall be administered under the City's Administration & Procedures article or other applicable chapter, not in this Article.

Sec. 14.08.007 Nonconforming Structures

- A. Alterations. Alterations that reduce noncompliance are allowed. Alterations that do not increase the degree of noncompliance may be approved by the Director.
- B. Additions/Enlargements. Additions that increase the degree of noncompliance require relief from the BOA where authorized.
- C. Safety/Code Work. Improvements necessary to comply with adopted building, fire, flood, or accessibility codes may be made.

Sec. 14.08.008 Restoration After Casualty

- A. Right to Rebuild. If a structure containing a nonconforming use or a nonconforming structure is damaged or destroyed by fire, weather, or other casualty, it may be rebuilt or repaired if permits are sought and work commences within twenty-four (24) months of the damage.
- B. Permits. The permits must be applied for within (6) months of the damage occurring. Time period may be extended by the Director for reasonable accommodation.
- C. Extent. Rebuilding shall not increase the degree of nonconformity except as approved by the ZBA where authorized.
- D. Other Codes. All reconstruction must comply with current health, safety, and building codes.

Sec. 14.08.009 Nonconforming Lots (Lots of Record)

- A. Development Permitted. A lawfully created lot that does not meet current dimensional standards may be used for any permitted use if all other applicable standards are met or appropriate relief is granted.
- B. Deemed Conformity—Historic Plats. A vacant lot legally platted before adoption of the Bastrop Development Code is deemed conforming for purposes of one principal building/use, subject to all other applicable standards.
- C. Lot Consolidation Encouraged. Where feasible, consolidation or replatting to reduce nonconformities is encouraged.

Sec. 14.08.010 Manufactured Home Communities (Special Rule)

- A. Continuation & Replacement. Nonconforming manufactured home communities and lots are protected as provided by applicable state law. A manufactured home on a nonconforming lot in such a community may be replaced if installed in compliance with state/federal installation standards and this Chapter’s nonconformity limits.

Sec. 14.08.011 Violations; Relationship to Other Enforcement

- A. Zoning Violations. Use, occupancy, or development contrary to this Chapter or to a condition of zoning approval is a zoning violation.
- B. Enforcement Pathways. Zoning NOVs and zoning stop-work orders are governed by this Article; all other enforcement tools, penalties, or prosecution are governed by the City’s general code-enforcement provisions and are not created or expanded by this Article.
- C. Remedies Cumulative. The City may pursue available remedies as provided elsewhere in the City Code; nothing herein authorizes enforcement outside zoning matters.

ARTICLE 14.09 HISTORIC PRESERVATION ORDINANCE

Sec. 14.09.001 Purpose and Intent.

- A. The City Council declares that the protection, enhancement, and preservation of sites, landmarks, and districts of historical, architectural, and cultural significance is a matter of public policy and essential to promoting the economic, educational, cultural, and general welfare of the community. The City recognizes that its character is shaped by a unique convergence of time, place, and people, resulting in valuable historic and cultural resources that reflect the heritage and identity of its citizens. This article is enacted to:
 - 1) Protect and enhance the landmarks, which represent distinctive elements of the City's historic, architectural, and cultural heritage;
 - 2) Foster civic pride in the accomplishments of the past;
 - 3) Protect and enhance the City's attractiveness to visitors, thereby supporting and stimulating the economy;
 - 4) Insure the harmonious, orderly, and efficient growth and Development of the City;
 - 5) Promote economic prosperity and welfare of the community by encouraging the most appropriate use of such property within the City;
 - 6) Encourage stabilization, restoration, and improvements of such properties and their values.

Sec. 14.09.002 Historic Preservation Commission.

- A. The Commission shall consist of seven (7) members, residents of the City, to be appointed by the mayor with approval by the City Council as follows; every effort will be made to find professionals who meet the criteria below:
 - 1) One shall be an architect, city planner, or representative of a design profession;
 - 2) One shall be a representative elected by the Bastrop County Historical Society;
 - 3) One shall be a licensed real estate professional;
 - 4) One shall be an owner of a historic Commercial Structure or property;
 - 5) One shall be an owner of an historic Residential Structure or property;
 - 6) One shall be a member from the Planning & Zoning Commission;
 - 7) One shall be a general resident of the City.
- B. All Historic Preservation Commission members, regardless of background, shall have a known and demonstrated interest, competence, or knowledge in historic Preservation within the City.
- C. Historic Preservation Commission members shall serve for a term of 3 years, except for the member who is serving on the Historic Preservation Commission as the Planning & Zoning Commission representative, and that member shall serve for a term that is concurrent with that member's Planning & Zoning Commission term.

- D. Attendance requirements for the Historic Preservation Commission members are set forth in Section 1.02.002(b) of the Code of Ordinances.
- E. The commission shall be empowered to:
 - 1) Approve or disapprove Certificates of Appropriateness, Demolition or Removal of historic Structures, and economic hardship applications.
 - 2) Conduct surveys and maintain an Inventory of significant historic, architectural, and cultural landmarks.
 - 3) Make recommendations to the City Council on the designation of historic landmarks, Historic Districts, Contributing and non-Contributing Structures.
 - 4) Make recommendations for properties to the National Register of Historic Places.
 - 5) Increase public awareness of the value of historic, cultural, and architectural Preservation by developing and participating in public education programs.
 - 6) To assist the City Council in the adoption of Design Guidelines for the exteriors of historic landmarks, properties located inside of Historic Districts, and Contributing and non- Contributing Structures, to address architectural and general design elements of Structures, including acceptable materials for Construction; appropriate architectural character, scale, and detail; acceptable appurtenances or additions to new or existing Structures; and acceptable textures and ornamentation.
 - 7) Prepare and submit annually to the City Council a report summarizing the work completed during the previous year.
 - 8) To perform any other functions requested by City Council.
- F. The Historic Preservation Commission shall meet at least monthly, if business is at hand. Special meetings may be called at any time by the Chair, or on the written request of any two commission members.

Sec. 14.09.003 Appointment of Historic Preservation Officer.

- A. The City's Director of Planning & Development or other City staff designated by the City Manager shall serve as Historic Preservation Officer. This officer shall have as a principal duty the administration of this article and the coordination of the City's various efforts and programs that further historic Preservation.

Sec. 14.09.004 Categories of Preservation.

- A. Establishment of Preservation. There shall be two categories of Preservation for historically, culturally, architecturally or archaeologically significant properties in the City, as follows:
 - 1) Historic landmarks;
 - 2) Local Historic Districts, which may contain historic landmarks and Contributing Structures or Sites; and non-Contributing Structures or Sites.
- B. Criteria for Historic Landmark Status
 - 1) A structure or site is considered a local Historic Landmark if it is designated as a Recorded Texas Historic Landmark or State Archeological Landmark, or it is included on the National Register of Historic Places.

- 2) A Structure or Site may also may be designated by the City as a Historic Landmark if it is (generally) at least 50 years old and has maintained its historic character, and meets one or more of the criteria set out below:
 - a) Is associated with important events that have contributed significantly to the broad pattern of our history.
 - b) Is associated with the lives of persons significant in our past;
 - c) Embodies the distinctive characteristics of a type, period, or method of construction; or represents the work of a master; or possess high artistic values; or represents a significant and distinguishable entity whose components may lack individual distinction.
 - d) Have yielded, or may be likely to yield, information important to our history.

Sec. 14.09.005 Process for Designation of Historic Landmarks.

- A. Properties already listed as a Recorded Texas Historic Landmark or State Archeological Landmark, or already included on the National Register of Historic Places, shall automatically be deemed a local Historic Landmark in the City of Bastrop, and are subject to the requirements of this Ordinance.
- B. Owners of property being considered for designation as a Historic Landmark shall be notified prior to the Historic Preservation Commission hearing on the recommended designation. The Historic Preservation Commission shall conduct a public hearing and provide written notice to each owner of real property within 200 feet at least 10 days before the hearing date.
- C. After consideration by the Historic Preservation Commission, a recommendation regarding designations shall be submitted to the City Council to consider the designations of a Historic Landmark. The adoption of the landmark shall be through a resolution.
- D. Upon designation of a Historic Landmark, the City Council shall cause the designation to be noted as follows:
 - a. Recorded in the official real property records of Bastrop County.
 - b. Designated on the historic resource map of the City.
 - c. Provide the property owner with a plaque and require the installation indicating the designation of the landmark as a City Historic Landmark.

Sec. 14.09.006 Process for Removal of Historic Landmark Designation.

- A. Designated historic landmarks shall retain such designation until such time as the City Council, upon receipt of an Application from the owner, approves the withdrawal. The procedures for a Removal of designation of a Historic Landmark shall follow the same process as the designation process.
- B. Criteria for Approving Removal:
 - 1) The original criteria that was met to receive the designation is no longer applicable for reasons not attributable to the acts or omissions of the owner or occupant.
 - 2) The Site or Structure has been rendered unreasonably irreparably altered by an Act of God.

- 3) The required majority for City Council approval for Removal of designation shall be two-thirds of the full membership.

Sec. 14.09.007 Criteria for Creation of Historic Districts.

- A. An area of the City may be considered for designation as a Historic District if it:
 - 1) Contains properties and an environmental setting which meet one or more of the criteria for designation of a Historic Landmark; or,
 - 2) Constitutes a distinct section of the City that possesses a unique historical, architectural, archeological or cultural significance.

Sec. 14.09.008 Process for the Designation of Local Historic District.

- A. These provisions pertaining to the designation of local Historic Districts constitute a part of the official Zoning Map of the City.
- B. Upon recommendation of the Historic Preservation Commission and the Planning & Zoning Commission, the City Council may establish, after following all required legal procedures, one or more Historic Districts. The Historic Preservation Commission shall prepare, or cause to be prepared, and adopt, Design Guidelines for each individual district, including Standards for new and/or Infill Construction. If there is more than one district, and the Historic Preservation Commission finds that Design Guidelines for one district are appropriate for another district, they may adopt the same guidelines.
 - 1) Requirement for approval by three-fourths of Council. If an owner of property in a proposed historic district files a written statement protesting the inclusion of the owner's property in the historic district, a separate affirmative vote of three-fourths of all members of the council is required to include the protesting owner's property in the historic district.
- C. An Inventory of all Contributing and non-Contributing Structures located within a Historic District to be prepared and the record of the status of each Structure within each Historic District shall be maintained in City records.
- D. Owners of property located within an area considered for designation as a local Historic District shall be notified prior to the public hearing(s) on the recommended designation. The adoption of a local district will be processed according to the same procedures required for a zoning amendment. At the public hearing(s), owners, interested parties, and technical experts may present testimony or documentary evidence that will become part of a record regarding the historic, architectural, or cultural importance of the proposed local Historic District.
- E. Upon designation of a local historic district, the City Council shall cause the designation to be recorded as follows:
 - 1) Recorded in the official real property records of Bastrop County,
 - 2) Designated on the historic resource map of the City.

F. Designated Historic Districts shall retain such designation until such time as the City Council, upon receipt of an Application and formal request made by at least 51% of the owners of real property located within the Historic District petitions for Removal. The procedures for a Removal of designation of a local Historic District shall follow the same process as the designation process.

- 1) Criteria for approving Removal:
 - a) The original criteria that was met to receive the designation is no longer applicable for reasons not attributable to the acts or omissions of the owner or occupant.
 - b) The site or structure has been rendered unreasonably irreparably altered by an Act of God.

G. The required majority for City Council approval for Removal of designation shall be 2/3 of the full membership.

H. Any existing Structure or Site designated as a significant landmark or a Historic Landmark under Ordinance No. 2007-30 are specifically saved from repeal and shall retain such designation until such time that those designated landmarks are redesignated in accordance with the processes and procedures under this article. As soon as practical following adoption of this article, the City shall begin the process to designate any landmarks deemed appropriate for consideration as historic landmarks in accordance with the processes and procedures contained within this article.

Sec. 14.09.009 Relationship of Designations to Zoning.

- A. If there is any conflict between this Article or the Design Guidelines adopted by the Historic Preservation Commission, and any provision of the underlying zoning district, the most restrictive regulation shall apply.
- B. If there is any conflict between the provisions of this section and any other provision of the underlying zoning district, the most restrictive regulation shall apply, in the absence of a specific directive to the contrary.

Sec. 14.09.010 Certificate of Appropriateness.

- A. Requirement for Certificate of Appropriateness
 - 1) No person, firm, corporation, or organization shall undertake any Project involving the construction, reconstruction, alteration, restoration, rehabilitation, relocation, or demolition of any local, state, or national Historic Landmark—or any structure, site, or sign within a designated Historic District—without first obtaining a Certificate of Appropriateness.
 - 2) A Certificate of Appropriateness is also required before making any material change to exterior architectural features or structural elements that are visible from the public right-of-way and that affect the appearance, character, or visual cohesion of any such Landmark, structure, or site.
- B. Certificate of Appropriateness Exemptions
 - 1) Ordinary Maintenance, meaning activities relating to a property that would be considered ordinary or common for maintaining the property, such as a) repair using the same material and design as the original and does not require structural modifications; b) repainting (excluding painting of brick exterior); c) reroofing, using the same type; or d) repair of sidewalks and driveways.

- 2) Interior Construction or Alterations do not alter the exterior wall of the Building.
 - 3) New, modifications or Removal of existing awnings, canopies, exterior paint color or exterior Lighting that are attached to a residential structure provided the Alterations do not alter the exterior wall of a Building designated as a Historic Landmark.
 - 4) Demolition of a Building or Structure that the Building Official has declared a dangerous Structure per the Building Code, or determined that Demolition is necessary for the preservation of the public health, safety and welfare.
 - a) Should the Building Official declare a Building a dangerous Structure or determine that Demolition is necessary for the preservation of public health, safety and welfare, the Building Official shall coordinate with the Historic Preservation Officer and property owner to identify historic and significant architectural features that are unique to the Building or Structure, era or district and that may be salvaged.
 - b) The Historic Preservation Officer shall create a record of the Building or Structure to be demolished through archival-quality photo- documentation, drawings, and other information similar to those required by the Historic American Buildings Survey. The list of identified historic and significant architectural features to be salvaged shall also be made part of this record.
 - 5) New fence, railing or wall that is consistent with the Historic District's characteristics and applicable guidelines.
 - 6) Site landscape Alterations and other hardscape features provided that these do not alter a Building or Structure designated as a Historic Landmark or that is a Contributing historic Structure to the Historic District.
 - 7) Replacement blade signs on an existing mount, where all other applicable sign codes are met.
- C. Certificate of Appropriateness Application Procedure
- 1) When a Certificate of Appropriateness is required, no work can begin before the Historic Preservation Commission has first issued a Certificate of Appropriateness. The Certificate of Appropriateness shall be in addition to and not in lieu of any permits required (i.e. Building, Sign, alcohol, etc.). The Building Official cannot approve any application for a Sign or building permit to a Structure and/or Site that requires, but does not have a Certificate of Appropriateness.
 - 2) The owner or owner's agent shall file an Application, as provided by the City, for such a certificate. The Application shall contain at a minimum:
 - a) Application fee as established in the Master Fee Schedule;
 - b) Contact information for the Applicant and/or owner;
 - c) A detailed description of all proposed work;
 - d) Location and photographs of existing conditions;

- e) Elevation drawings, photographs, or illustrations of proposed changes;
- f) Samples of materials to be used;
- g) If the proposal includes Signs or lettering, a scale drawing showing the type of lettering to be used, all dimensions and colors, a description of materials to be used, method of illumination (if any), and a plan showing the Sign's location on the property;
- h) Any other information that the City may deem necessary in order to visualize the proposed work; and
- i) The Historic Preservation Officer shall review the submission and determine if the Application is complete. If the Application does not meet the requirements to be approved administratively, the Application will be forward to the Historic Preservation Commission for consideration at their next available meeting agenda.

D. Administrative Approval of a Certificate of Appropriateness

- 1) Certificate of Appropriateness may qualify for Administrative Approval by the Historic Preservation Officer if the proposed Project meets all of the following conditions:
 - a) The property is not located in a national Historic District;
 - b) All of the material Standards identified in the design guidelines as adopted by the Historic Preservation Board are met;
 - c) The proposed Structure or Site is not designated as a local, state, or national Historic Landmark.
- 2) The Historic Preservation Officer may elect to present a Certificate of Appropriateness to the Historic Preservation Commission for review and consideration.
- 3) If the Historic Preservation Officer does not approve a Certificate of Appropriateness, the Application may be forwarded to the Historic Preservation Commission for review and consideration at the request of the Applicant.

E. Historic Preservation Commission Approval of Certificate of Appropriateness

- 1) The Commission shall review an application for a Certificate of Appropriateness at a regularly scheduled or special meeting within 45 day from the date the application is deemed administratively complete for review, at which time an opportunity will be provided for the applicant to be heard. The Historic Preservation Commission shall approve, deny, or approve with conditions or modifications the permit, within 30 days after the review meeting, provided however, both review and action may occur at the same meeting. In the event the Historic Preservation Commission does not act within 60 days from the date the application is deemed administratively complete for review, a permit will be deemed approved.
- 2) All decisions of the Historic Preservation Commission shall be in writing. The Historic Preservation Commission's decision shall state its findings pertaining to the approval, denial, or modification of the

Application. A copy shall be provided to the Applicant and a copy shall be maintained in the files of the Planning and Development Department and distributed to other appropriate City departments.

- 3) An Applicant for a Certificate of Appropriateness who is dissatisfied with the action of the Historic Preservation Commission relating to the issuance or denial of a Certificate of Appropriateness shall have the right to Appeal the determination to the City Council. The Applicant has 15 calendar days from date of the Historic Preservation Commission action to file for the Appeal. The Appeal request will be placed on the next available City Council agenda. To be considered, the Appeal shall set forth in writing the grounds for such Appeal and shall provide the City with any pertinent evidence and all related documentation related to the Appeal. The City Council shall use the adopted approval criteria for the Appeal review.
- 4) A Certificate of Appropriateness shall expire two years from the date of approval if the proposed scope of work has not been completed. If the building permit for approved work has been issued, the Certificate of Appropriateness will expire two years from the permit issue date. The Commission, upon determination of a reasonable need, may authorize one extension of an additional six months to obtain a building permit for the work in which the Certificate of Appropriateness was approved upon showing of just cause by the Applicant.

F. Criteria for Approval of Certificate of Appropriateness (COA)

- 1) In considering an Application for a Certificate of Appropriateness (COA), the Historic Preservation Commission shall be guided by any locally adopted design standards, and where applicable, the following from the Secretary of the Interior’s Standards for Rehabilitation of Historic Buildings. Any adopted design standards and Secretary of the Interior’s Standards shall be made to the property owners of historic landmarks.
 - a) Every reasonable effort shall be made to adapt the property in a manner which requires minimal Alteration of the Building, Structure, object, or Site and its environment.
 - b) The distinguishing original qualities or character of a Building, Structure, object, or Site and its environment shall not be destroyed. The Removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
 - c) All buildings, Structures, objects, and Sites shall be recognized as products of their own time. Alterations that have no historical basis and which seek to create an earlier or later appearance shall be discouraged.
 - d) Changes that may have taken place in the course of time are evidence of the history and Development of a Building, Structure, object, or Site and its environment. These changes may have acquired significance in their own right, and this significance shall be recognized and respected.

- e) Distinctive stylistic features or examples of skilled craftsmanship which characterize, a Building, Structure, object, or Site shall be kept to the greatest extent practical.
- f) Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should reflect the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other Building or Structures.
- g) The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials shall not be undertaken.
- h) For building materials, architecture standards, architectural details, massing for a variety of building types, see the Pattern Book.
- i) Every reasonable effort shall be made to protect and preserve archeological resources affected by, or adjacent to, any Project.
- j) Contemporary design for Alterations and Additions to existing properties shall not be discouraged when such Alterations and Additions do not destroy significant historical, architectural, or cultural material, and such design is compatible with the size, color, material, and character of the property, neighborhood, or environment.
- k) Wherever possible, new Additions or Alterations to buildings, Structures, objects, or Sites shall be done in such a manner that if such Additions or Alterations were to be removed in the future, the essential form and integrity of the Building, Structure, object, or Site would be unimpaired.

G. Consideration of Previously Denied Applications

- 1) A new Application for a Certificate of Appropriateness for a structure or Site that was previously denied a similar Certificate of Appropriateness shall not be considered if the Historic Preservation Commission or the City Council, on appeal, for the structure or Site within 1 year from the date of the final decision. If there has been a substantial change in the conditions affecting the structure or Site or the proposed Project is substantially different from the previous Application, the City may find that are sufficient to Warrant consideration prior to the 1 year period.

H. Enforcement

- 1) All work performed pursuant to a Certificate of Appropriateness issued under this article shall conform to any conditions or requirements included therein. It shall be the duty of the building inspector or their designee to inspect periodically any such work to assure compliance. In the event

work is not being performed in accordance with the Certificate of Appropriateness, the Building Official or their designee shall issue a stop-work order, and all work shall immediately cease. No further work shall be undertaken on the Project as long as a stop- work order is in effect.

- 2) A stop-work order may be lifted following submission and approval of plans for corrective action or work, or other plans to bring the Project into compliance with the conditions or requirements of the Certificate of Appropriateness or other approvals.

Sec. 14.09.011 COA Required for Demolition or Relocation.

A. A permit for Demolition, Removal, or Relocation for any local, state, or national Historic Landmark or any structure or Site within a Historic District shall not be granted by the City without the review and approval of a Certificate of Appropriateness by the Historic Preservation Commission in accordance with the provisions of this article.

B. Stay of demolition. No permit for the demolition of a designated local, state, or national Historic Landmark— or any contributing structure within a Historic District—shall be issued by the City until at least 60 calendar days after the filing of a complete demolition application. The purpose of the 60-day stay is to allow the Historic Preservation Commission and City staff reasonable time to assess the significance of the structure, explore alternatives to demolition (including relocation, adaptive reuse, or incorporation into redevelopment plans), facilitate discussions with the property owner regarding preservation incentives or solutions, and allow time for public input. The 60-day stay applies to partial or total demolition. The 60-day stay shall run concurrently with the review and decision timelines for a Certificate of Appropriateness under Sec. C, and no demolition permit shall be issued until both (1) a Certificate of Appropriateness has been approved or deemed approved, and (2) the 60-day stay period has expired.

C. Procedure for COA for Demolition

- 1) An Application for a Certificate of Appropriateness shall contain the following minimum information:
 - a) Application fee as established in appendix A—Fee Schedule;
 - b) Owner and agent contact information;
 - c) A detailed description of the reason the proposed Demolition is necessary;
 - d) Location of the proposed Demolition;
 - e) Evidence of the existing conditions of the property which justify the need for Demolition;
 - f) A detailed description of the methods of Demolition including the process and procedure for Removal of all debris and how surrounding properties will be protected during the Demolition process;
 - g) Any other information that the City may deem necessary in order to determine the need for the proposed Demolition.
- 2) The Commission shall hold a public hearing on the Application within 45 days after the date a complete Application is Filed with the City. The Applicant, property owner, and all property owners

located within two hundred 200 feet of the property proposed to be demolished shall be mailed a written notice 10 days prior to the hearing.

- 3) When considering the Certificate of Appropriateness for Demolition, the Historic Preservation Commission shall consider the following:
 - a) The historic value of the Structures or Site;
 - b) The state of repair of the Structures or Site;
 - c) The existing and potential usefulness, including the economic usefulness, of the Structures, buildings or objects on the Lot, parcel or Site;
 - d) The reasons for preserving the Structures, buildings or objects on the Lot, parcel or Site;
 - e) The character of the neighborhood; and
 - f) Any other factors the Historic Preservation Commission deems appropriate when considering the proposed Demolition.
- 4) When considering the Certificate of Appropriateness for Relocation, the Historic Preservation Commission shall consider the following:
 - a) The style of Construction and compatibility with the local Historic District;
 - b) The historic value and structural state of the Structure;
 - c) The historic value of the Site;
 - d) The reasons for preserving the Structure on an alternate Site;
 - e) The character of the neighborhood;
 - f) Any other factors the Historic Preservation Commission deems appropriate when considering the proposed Demolition.
- 5) If the Historic Preservation Commission determines, that the evidence supports the Demolition, Removal or Relocation of the Structure or if the Historic Preservation Commission determines that the interest of preserving historic values will not be adversely affected by such Demolition, Removal or Relocation that the interest of preserving historical values can best be served by the Removal of the Structures, buildings or objects, it shall issue a Certificate of Appropriateness for Demolition of the Structures or Site.
- 6) If no action has been taken by the Historic Preservation Commission within 60 days of the original receipt by the Historic Preservation Commission of the application, the Certificate of Appropriateness for Demolition shall be deemed approved by the Historic Preservation Commission, provided that no demolition permit may be issued until the 60-day stay required by Sec. B has expired.
- 7) Any Applicant who is dissatisfied with the action of the Historic Preservation Commission relating to the issuance or denial of a Certificate of Appropriateness shall have the right to Appeal the determination to the City Council. The Applicant has 15 calendar days from date of the Historic Preservation Commission action to file for the Appeal. The Appeal request will be placed on the next

available City Council agenda. To be considered, the Appeal shall set forth the grounds for such Appeal and shall provide the City with any pertinent evidence and all related documentation related to the Appeal. The City Council shall use the adopted approval criteria for the Appeal review.

Sec. 14.09.012 Failure to Maintain Resulting in Demolition by Neglect.

A. State of Demolition by Neglect

- 1) No owner or person, firm, corporation or other organization with an interest in real property that is designated as a Historic Landmark, a Structure or Site that has been certified, registered or designated by any federal, state or other authorized body/entity as having historical significance, or any Structure or Site that is located within a local Historic District, shall permit the property to fall into a serious state of disrepair so as to result in the deterioration of any exterior architectural feature which would, in the judgment of the Historic Preservation Commission, produce a detrimental effect upon the character of a Historic Landmark, the district as a whole, or the life and character of the property itself. Examples of such deterioration include:
 - a) Deterioration of exterior walls or other vertical supports.
 - b) Deterioration of roofs or other horizontal members.
 - c) Deterioration of exterior chimneys.
 - d) Deterioration or crumbling of exterior stucco or mortar.
 - e) Ineffective waterproofing of exterior walls, roof, or foundations, including broken windows or doors.
 - f) Deterioration of any feature creating a hazardous condition which could lead to the claim that Demolition is necessary for the public safety.

B. Demolition by Neglect Hearing Procedure

- 1) Upon notification to the Historic Preservation Commission of such a state of disrepair, the Historic Preservation Commission shall notify the owner in writing, informing the owner of the violation and the specifics of the alleged deterioration, requesting that the owner appear before the Historic Preservation Commission for determination of the existence of detrimental deterioration.
- 2) If, after a public hearing before the Historic Preservation Commission, the Historic Preservation Commission determines that the deterioration has produced a detrimental effect as described in subsection A of this section, the owner shall cure the deterioration by Restoration or other appropriate actions within a reasonable period of time as determined by the Historic Preservation Commission but in no case longer than 180 calendar days from the determination by the Historic Preservation Commission. The owner must comply with all requirements of requesting a Certificate of Appropriateness from the Historic Preservation Commission. Failure of the owner to cure the deterioration within the time specified by the Historic Preservation Commission shall cause the

property owner to be subject to penalties as defined in this Articles, which may be assessed civilly or in municipal court.

- 3) Any Applicant who is dissatisfied with the action of the Historic Preservation Commission relating to the issuance or denial of a Certificate of Appropriateness shall have the right to Appeal the determination to the City Council. The Applicant has 15 calendar days from date of the Historic Preservation Commission action to file for the Appeal. The Appeal request will be placed on the next available City Council agenda. To be considered, the Appeal shall set forth the grounds for such Appeal and shall provide the City with any pertinent evidence and all related documentation related to the Appeal. The City Council shall use the adopted approval criteria for the Appeal review.

Sec. 14.09.013 Incentives for Historic Landmarks.

A. Continuation of Existing Incentives

- 1) All properties previously granted an incentive (refund of City taxes) under section 14.03.002 of the Bastrop Code of Ordinances as of the date of ordinance no. 2018-03 shall be eligible to maintain the incentive and are specifically saved from repeal; however, the City Council may modify or end the program at any time at the City's discretion. A list of all properties subject to the incentive, along with the determination of what historic elements are to be included in the valuation of the incentive, shall be maintained on file in the City's Historic Preservation Officer's and the City Secretary's office.

B. New Applications for Incentives

- 1) To encourage Historic Preservation, the City may offer an incentive to owners of local historic landmarks to encourage the stabilization, Rehabilitation and renovation of properties designated as historic landmarks. The incentives may include:
 - a) Historic landmark marker. Owners of qualifying historic landmarks will be presented with an official Historic Landmark marker to designate the Structure, with the cost of the marker borne by the City.
 - b) Property tax refund. Owners of qualifying historic landmarks may be eligible for a refund of a portion of their City property taxes, provided under paragraph (2) below.
- 2) An owner seeking inclusion in the incentive program shall submit an application to the Historic Preservation Officer to determine whether the property meets the criteria for a local Historic Landmark. Incentives will be granted upon the favorable recommendation of the Historic Preservation Commission and approved by the City Council.

C. Calculation for Refund Incentives

- 1) The amount of the refund shall be based on a uniform percentage of the assessed value of the Contributing Structures, determined by the City Council, each budget year, which can be financed by the amount of general funds appropriated for such refunds. Refunds shall be based on the assessed value of the historic improvements only and shall exclude the value of the underlying land or any

noncontributing Structures. Refunds will be based on taxes paid in full by July 31. Eligibility for such refund shall require compliance with all requirements of this article.

D. Required Maintenance Standards

- 1) To be eligible to receive the annual refund, all buildings and the exterior premise of a Historic Landmark property shall be properly maintained to achieve a presentable appearance, avoid hazardous conditions, and meet the following minimum Standards:
 - a) Roof. The roof shall not have any missing or broken shingles, significant buckling, warping, or peeling of the surface and must be clear of vegetation. There shall be no Signs of decay, dry rot or structural integrity issues in the roof structure.
 - b) Exterior walls. The exterior walls shall not have any missing boards, bricks or other materials. No Signs of cracks, dry rot or decay should be evident. Except for materials that have been designed to remain untreated, all exterior wood, composition or metal surfaces shall be protected from the elements by paint or other protective covering. Surfaces shall be maintained to be kept clean and free of flaking, loose, or peeling paint or covering.
 - c) Foundations. The foundation shall not have any significant cracking, shifting, or erosion. For pier and beam foundations, skirting should be in good condition and have no missing sections. The foundation shall be in good condition and not have missing foundation supports or Signs of sagging.
 - d) Exterior doors. Doors shall be maintained to be structurally sound, fit within frames to be weatherproof, and have hardware that is in good condition.
 - e) Windows. Windows shall be fully supplied with window glass, which is glazed and is without cracks or broken panes, shall have sashes in good condition, which fit within the frames, and maintained to exclude adverse weather elements from entering the Structure.
 - f) Porches. Every porch shall be maintained to be free of missing, defective, rotting or deteriorated foundations, supports, floors and steps, to be safe to use and kept in sound condition and in good repair.
 - g) Stairways. Stairways shall be maintained free of rotted or deteriorated supports. Handrails and/or railings shall be firmly fastened and maintained in good conditions.
 - h) Accessory Structures. All Structures accessory to the dwellings, including detached garages, shall be maintained to be structurally sound, neatly maintained and in good repair.
 - i) Fences and walls. If any fence, retaining wall, or similar Structure is not found to be in a good state of structural repair, it shall be removed, replaced or repaired as required.
 - j) Landscaping. All landscaping shall be maintained in a presentable appearance. Any landscaping or vegetation that is causing damage to the Structure must be removed.

- k) Decorative features. Any other decorative elements of the Site shall be maintained in good repair with property anchorage and in a safe condition.
- 2) If a Historic Landmark property has been determined by the Historic Preservation Officer, the Building Official, and Code Enforcement Official to be inadequately maintained, the property owner will be notified in writing and given 30 days to correct the deficiencies. If the repairs are not completed and Standards are not met, the incentive will not be paid. An aggrieved property owner may Appeal that determination to the City Council.

E. Loss of Incentives

- 1) No owner, owner's agents, contractors and/or representatives shall alter or totally or partially destroy any Historic Landmark subject to incentives under this section without first obtaining a Certificate of Appropriateness or Demolition permit in accordance with the terms of this article. If a Historic Landmark subject to incentives is altered or totally or partially destroyed without a Certificate of Appropriateness, the owner shall be required to restore the Structure to its original state, within a reasonable period of time as established by the Historic Preservation Commission but in no case longer than 180 calendar days from the date of any notice of violation provided to the property owner. No incentives will apply during the time that the owner is restoring the property. Failure to restore the historical landmark to its pre-destruction condition shall subject the owner to the penalties set forth in this article and the owner shall:
 - a) No longer be entitled to the incentives set forth herein; and
 - b) Immediately remit to the City monies in an amount equal to the total city tax revenues that were refunded in the current and prior years because of the incentives, plus interest calculated at an annual rate as established by the then-current Texas Private Prompt Payment Act.
- 2) If an owner has obtained a Certificate of Appropriateness for Demolition or Relocation, then the incentive for the Structure will cease immediately upon the Demolition or Relocation, but no remittance of past refunds is required.
- 3) Transferability of Incentives
 - a) The benefits of the incentive program relating to historic Structures under this section are transferable and run with the property.

Sec. 14.09.014 Economic Hardship.

A. Economic Hardship Application Procedure

- 1) After receiving written notification from the Historic Preservation Commission of the denial of a Certificate of Appropriateness, or an application to demolish, an Applicant may commence the hardship process. No building permit or Demolition permit shall be issued unless the Historic Preservation Commission makes a finding that hardship exists.

- 2) When a claim of economic hardship is made due to the effect of this article, the owner must prove that:
 - a) The property is incapable of earning a reasonable return, regardless of whether that return represents the most profitable return possible;
 - b) The property cannot be adapted for any other use, whether by the current owner or by a purchaser, which would result in a reasonable return; and
 - c) Efforts to find a purchaser interested in acquiring the property and preserving it have failed.
- 3) The Applicant shall consult in good faith with the Historic Preservation Commission, local Preservation groups and interested parties in a diligent effort to seek an alternative that will result in Preservation of the property. Such efforts must be shown to the Historic Preservation Commission.
- 4) The commission shall hold a public hearing on the Application within 60 days from the date the Application is received by either the building inspector or the Preservation Officer. Following the hearing, the Historic Preservation Commission has 30 days in which to prepare a written recommendation to the building inspector or other official. In the event that the Historic Preservation Commission does not act within 90 days of the receipt of the Application, a permit may be granted by the building inspector.
- 5) All decisions of the Historic Preservation Commission shall be in writing. A copy shall be sent to the Applicant by certified mail and a copy filed with the City clerk's office for public inspection. The commission's decision shall state the reasons for granting or denying the hardship Application.
- 6) An Applicant submitting a hardship Application who is dissatisfied with the decision of the Historic Preservation Commission relating to the approval or denial of such Application shall have the right to Appeal the Historic Preservation Commission's decision to the City Council. The Applicant has fifteen (15) calendar days from date of the Historic Preservation Commission action to file for the Appeal. The Appeal request will be placed on the next available City Council agenda. To be considered, the Appeal shall set forth the grounds for such Appeal and shall provide the City with any pertinent evidence and all related documentation related to the Appeal. The City Council shall use the adopted approval criteria for the Appeal review.

Sec. 14.09.015 Penalties.

- A. Any person, firm, association of persons, corporation or other organization violating the provisions of this article shall be deemed to be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed the amount set out in appendix A—Fee Schedule, article A14.01 of the Bastrop Code of Ordinances. Each day that a violation continues shall be deemed a separate and distinct offense. Violations of this article may be enforced civilly and/or in municipal court, at the City's discretion.

ARTICLE 14.10 PLANNING AND ZONING COMMISSION

Sec. 14.10.001 General

A. General: The Planning & Zoning Commission shall function according to the following criteria that establish membership and operating procedures.

Sec. 14.10.002 Members, Officers, and Alternatives Qualifications

A. There is hereby created, in accordance with Subchapter 211.007 of the Texas Local Government Code and the City's Charter, a Planning & Zoning Commission that shall consist of 9 citizens who reside in the City Limits.

- 1) At least 3 members shall have a known and demonstrated interest, competence, or knowledge in land use and development as may be exhibited by the following professions: attorney, architect, city planner, design professional, landscape architect, real estate developer, civil engineer, construction project manager, and construction superintendent.
- 2) Members shall be appointed by the Mayor and confirmed by City Council for a term of 3 years.
- 3) Terms of 1/3 of the Planning & Zoning Commission shall expire each year upon September 30th, or until a successor is appointed.
- 4) Vacancies and unexpired terms of members shall be filled by the appointment of the Mayor and confirmed by City Council. These appointments shall be for the remainder of the term.
- 5) Members may be removed from office at any time by a majority vote of the City Council for any reason. All members serve without compensation.
- 6) Attendance requirements for the Planning & Zoning Commission members are set forth in the Code of Ordinances, Section 1.02.002(b), et seq.

B. The City staff shall keep minutes of all meetings held by the Planning & Zoning Commission and full record of all recommendations to be made by the Planning & Zoning Commission to the City Council. Minutes shall constitute a report and record of all Planning & Zoning Commission meetings, including hearings.

C. A Chair and Vice-chairman shall be elected by the Planning & Zoning Commission from its membership, each to hold office for 1 year or until replaced by a majority vote of the Planning & Zoning Commission.

D. Additional alternates may be appointed by the Council when it's deemed necessary and occurs in the same manner as the appointment of members.

Sec. 14.10.003 Quorum and Voting

A. Five members of the Planning & Zoning Commission shall constitute a quorum, and all members, including the presiding chairman, shall have the right of 1 vote each, a quorum being present.

B. All actions by the Planning & Zoning Commission shall be by a majority vote of those members present including the passage of any recommendation to the City Council.

- C. If any member has a conflict of interest, as defined by Chapter 171 of Local Government Code, in review of any item on the Planning & Zoning Commission's agenda, the member shall state such for the record and abstain from any discussion and from voting on the matter.

Sec. 14.10.004 Meetings:

- A. The Planning & Zoning Commission shall convene for regular meetings on the last Thursday of January through October, and on the last Thursday prior to Thanksgiving and Christmas holidays in November and December.
- B. The meetings shall be in the City Hall or other specified locations as may be designated by the Chair or Vice Chair, in the absence of the Chair. Special meetings shall be held at such intervals as may be necessary to orderly and properly transact the business of the Planning & Zoning Commission as called by the Chair or the Director of Planning & Development.

Sec. 14.10.005 Powers and Duties:

- A. The Planning & Zoning Commission shall be an advisory body to the City Council and shall make recommendations regarding amendments to the Comprehensive Plan, changes of Zoning and shall be the final authority for certain plats, as specified in Chapter 1, and they may review and recommend other planning related matters.
- B. The Planning & Zoning Commission shall conduct an annual review of the City's Comprehensive Plan and the Bastrop Development Code and be prepared to make such recommendations to the City Council as deemed necessary to keep the City's Comprehensive Plan and the Bastrop Development Code current with the needs and uses of the City. The Planning & Zoning Commission shall serve in an advisory capacity on any planning related item(s) in the City.

Sec. 14.10.006 Procedure on Zoning Hearings:

- A. The procedure and process for Zoning changes and/or amendments shall be completed in accordance with Section 2.4.005 - Changes & Amendments to All Zoning Ordinances and Districts, and in accordance with Chapter 211 of Local Government Code.

ARTICLE 14.11 ZONING BOARD OF ADJUSTMENTS

Sec. 14.11.001 Creation:

- A. There is hereby created and established a Board to be called the City of Bastrop Zoning Board of Adjustment (ZBA). The ZBA shall hear Appeals from Administrative decisions regarding Zoning, and in appropriate cases, subject to appropriate conditions and safeguards, may authorize Variances from the terms of the Bastrop Development Code.

Sec. 14.11.002 Membership; Terms of Office

- A. The ZBA shall consist of 5 regular members and 2 alternate members who shall be appointed by the mayor confirmed by the City Council, in accordance with state law.
- B. Members of the ZBA shall regularly attend meetings and public hearings of the ZBA and shall serve without compensation. Attendance requirements for the ZBA members are set forth in the Bastrop Code of Ordinances, Section 1.02.002(b).
- C. Any vacancy of a regular member shall be filled by an alternate member only for the unexpired term of the member whose term becomes vacant.

Sec. 14.11.003 Authority of the Board

- A. The ZBA has the authority, subject to the Standards established in Sections 211.008 to 211.011 of the Texas Local Government Code and those established herein, to exercise the following powers and perform the following duties:

- 1) Hear and decide an Appeal that alleges error in an order, requirement, decision, or determination made by an administrative official in the enforcement of this Code;
- 2) Authorize the expansion or continuation of a nonconforming use or Structure; and
- 3) Authorize in specific cases a Variance from the terms of this Code.
- 4) In exercising its authority under "A" above, the ZBA may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision, or determination from which an Appeal is taken and make the correct order, requirement, decision, or determination, and for that purpose the ZBA has the same authority as the administrative official.

- B. The concurring vote of 75% of the members of the ZBA is necessary to:

- 1) Reverse an order, requirement, decision, or determination of an administrative official;
- 2) Decide in favor of an Applicant on the proposed expansion of a nonconforming use or structure; or
- 3) Authorize a Variance from the terms of this Bastrop Development Code.

Sec. 14.11.004 Powers and Duties: Limitations on Authority of the ZBA

- A. The ZBA cannot grant a Variance authorizing a use or Building type other than those permitted in the zoning district unless it is a nonconforming use or Structure.

- B. The ZBA cannot to grant a zoning amendment. In the event that a request for a zoning amendment is pending before the Planning & Zoning Commission or the City Council, the ZBA shall neither hear nor grant any variances with respect to the subject property until final disposition of the zoning amendment.
- C. The ZBA cannot grant a Variance for any parcel of property or portion thereof that a Site Plan, Preliminary Plat, or Final Plat, where required, is pending on the agenda of the Planning & Zoning Commission and, where applicable, by the City Council. All Administrative remedies available to the Applicant shall have been exhausted prior to hearing by the ZBA.
- D. If a proposed Site does not conform to the Zoning District Standards and a Variance has been requested, the Planning & Zoning Commission and/or the City Council may defer its actions until the ZBA has acted on the Variance requests.

Sec. 14.11.005 Quorum and Voting

Each case before the ZBA must be heard by at least 75% of its members or alternate members. Meetings of the ZBA are held at the call of the presiding officer or the Director of Planning & Development. All meetings of the ZBA shall be open to the public. The ZBA shall keep minutes of its proceedings that indicate the vote of each member. The minutes and records of the ZBA shall be filed promptly in the City Secretary's Office and are public records.

Sec. 14.11.006 Variances

- A. The ZBA may authorize a Variance from these Standards when, in its opinion, undue hardship will result from requiring strict compliance. In making the findings hereinafter required, the ZBA shall consider the nature of the proposed use of the land involved, existing uses of land in the vicinity, and the probable effect of such Variance upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.
- B. In order to grant a Variance from these zoning Standards, the ZBA must make written findings that undue hardship exists, using the following criteria:
 - 1) Special circumstances or conditions exist that affect the land involved such that the strict application of the provisions of this Code would deprive the Applicant of the reasonable use of the land.
 - 2) The Variance is necessary for the preservation and enjoyment of a substantial property right of the Applicant.
 - 3) Granting of the Variance will not be detrimental to the public health, safety or welfare or injurious to other property in the area, and the spirit of the ordinance will be observed. Variances shall be granted only when in harmony with the general purpose and intent of this Code.
 - 4) Granting of a Variance is consistent with the Comprehensive Plan and will not have the effect of preventing the orderly use of other land in the area in accordance with the provisions of this Code.
 - 5) Granting of a Variance must be predicated on a finding that the Applicant's practical difficulties or unnecessary hardship arise from unusual conditions or circumstances, including topography or the exceptional irregularity of the land involved, that are not shared generally by other parcels in the neighborhood or district.

- 6) A Variance is to be denied if conditions or circumstances relied on for a Variance were created by a person who has an interest in the property.
- 7) Financial hardship to the Applicant, standing alone, shall not be deemed to constitute a hardship.
- 8) The Applicant bears the burden of proof in establishing the facts justifying a Variance, which shall be documented in the record.

C. An applicant may not apply for a variance in the case of self-imposed hardships.

Sec. 14.11.007 Nonconforming Uses and Structures

- A. The ZBA shall have the authority to authorize the expansion or enlargement of a nonconforming use, or the expansion, enlargement or structural Alteration to a Structure containing a nonconforming use, when such an expansion, enlargement or Alteration would not tend to prolong the life of the nonconforming use. Upon review of the facts, the ZBA may establish a specific period of time for the occupancy to revert to a conforming use; and
- B. To authorize the Reconstruction and occupancy of a nonconforming Structure, or a Structure containing a nonconforming use, where such Structure has been damaged by fire, the elements, or other cause to the extent of more than 60%, but less than the total, of the replacement cost of the Structure on the date of the damage. Such action by the ZBA shall have due regard for the property rights of the person or persons affected, and shall be considered regarding the public welfare, character of the area surrounding such Structure, and the conservation, Preservation and protection of property; and
- C. ZBA shall have the authority to authorize the enlargement, expansion, or repair of a nonconforming Structure in excess of 60% of its current value. In such instance, current value shall be established at the time of Application for a hearing before the ZBA. A. If such expansion or enlargement is approved by the ZBA, all provisions of the district that the Structure is located shall apply to the new Construction on the Lot or parcel.
- D. To authorize a change of use from one nonconforming use to another nonconforming use, provided that, if such change is to a use of a more restrictive classification, the Building or Structure containing such nonconforming use shall not revert to the former lower or less restricted classification. The ZBA may establish a specific period of time for the conversion of the occupancy to a conforming use. Any change of a nonconforming use consistent with this section shall be in accordance with the provisions of Section 7 of this Code.
- E. To authorize the occupancy of an abandoned nonconforming Structure. Such action by the ZBA shall have due regard for the Comprehensive Plan, the property rights of the person or persons affected and shall be considered in regard to the public welfare and safety, character of the area surrounding such Structure, and the conservation, Preservation and protection of property.

Sec. 14.11.008 Procedure for Variances

- A. An Application for a Variance shall be made in writing in a form prescribed by the ZBA and shall be accompanied by the required fee in compliance with Appendix A – Fee Schedule, a Site Plan and additional

information may be requested in order to properly review the Application. Such information may include, but is not limited to, an existing Plat and Site Building plans.

- B. The Director of Planning & Development or other authorized officials shall visit the Site and the surrounding area where the proposed Variance will apply and shall report their findings to the ZBA.
- C. The ZBA shall hold a public hearing no later than 45 days after the date the Application for action or an Appeal is filed. Notice of a public hearing shall be provided to all property owners within 200 feet of the affected property within 10 days prior to the public hearing and also published in the official local newspaper within 10 days prior to the public hearing.
- D. The ZBA shall not grant a Variance unless it finds, based on competent evidence, that each of the conditions in requirements for granting the Variance has been established. The ZBA's findings, together with the specific facts that the findings are based on, shall be incorporated into the official minutes of the ZBA meeting that the Variance is granted or denied.
- E. The ZBA may impose such additional conditions, limitations and safeguards as it deems appropriate upon the granting of any Variance. Violation of any such condition, limitation or safeguard shall constitute a violation of this Code.
- F. Any rights authorized by a Variance that are not exercised within 1 year from the date of granting such Variance shall lapse and may be reestablished only after Application and a new hearing in accordance with this.

Sec. 14.11.009 Appeals of Administrative Decisions

- A. Any of the following persons may appeal to the ZBA a decision made by an administrative official that is related to a specific Application, address, or Project:
 - 2) A person who:
 - a) Filed the Application that is the subject of the decision;
 - b) is the owner or representative of the owner of the property that is the subject of the decision; or
 - c) is aggrieved by the decision and is the owner of real property within 200 feet of the property that is the subject of the decision; or
 - d) any officer, department, board, or bureau of the municipality affected by the decision.
- B. The appellant must file with the ZBA and the official against whom the Appeal is taken a written notice of appeal specifying the grounds for the Appeal within 20 days after the decision has been rendered. The officer to whom the Appeal is made shall immediately transmit to the ZBA all papers constituting the record of the action that is appealed.

- C. An Appeal stays all proceedings in furtherance of the action that is appealed unless the official from whom the Appeal is taken certifies in writing to the ZBA that facts supporting the official's opinion that a stay would cause imminent peril to life or property. In that case, the proceedings may be stayed only by a restraining order granted by the ZBA or a court of record on Application, after notice to the official, if due cause is shown.
- D. The appellant party may appear at the Appeal hearing in person or by agent or attorney.
- E. If the ZBA finds that the administrative official made an error in the Application or interpretation of the Code in a particular instance, the ZBA may reverse or affirm, in whole or in part, or modify the administrative official's order, requirement, decision or determination that an Appeal is taken, and make the correct order, requirement, decision, or determination.

Sec. 14.11.010 Judicial Review of Board Decisions

- A. Pursuant to Local Government Code, Section 211.011, "Judicial Review of Board Decision," persons aggrieved by a decision of the ZBA may present to a court of record a verified petition stating that the decision of the ZBA is illegal in whole or in part and specifying the grounds of the alleged illegality.
- B. Pursuant to state law, any such petition complaining of the ZBA's decision must be filed with a district court, county court, or county court at law within 10 days after the date of the ZBA's decision is filed in the Planning & Development Department.

Sec. 14.11.011 Fees:

- A. Fees shall be as provided for in the Master Fee Schedule.
- B. A – Fee schedule. See adopted Fee Schedule in Appendix "A" in the City of Bastrop Code of Ordinances.

ARTICLE 14.12 ADMINISTRATION AND PROCEDURES

Sec. 14.12.001 Zoning Procedures.

A. Purpose & Applicability

- 1) Purpose. Establish a predictable, transparent process for zoning map amendments (rezonings) that implements the Comprehensive Plan and adopted master plans, ensures compatibility, and protects public health, safety, and welfare.
- 2) Applicability. Applies to all zoning map amendments, including district changes, conditional zoning, overlays, and initial zoning of land proposed for annexation (pre-zoning) as provided herein.

B. Required Concept Plan

- 1) Requirement. Every rezoning application shall include a Concept Plan. The Concept Plan illustrates a coherent development framework for the subject area and clarifies any applicant-proposed commitments.
- 2) Minimum Contents.
 - a) Boundary of the proposed area.
 - b) A scaled drawing showing types and location of proposed uses.
 - c) Thoroughfares and preliminary lot arrangements.
 - d) A sketch drawing that shows the size, type and location of buildings and building sites, access, density, building height, fire lanes, screening, parking areas, landscaped areas, and project scheduling.
 - e) Physical features of the site including a scaled drawing showing major existing vegetation, natural water courses, creeks or bodies of water and an analysis of planned changes in such natural features as a result of the development. This shall include a delineation of any flood prone areas.
 - f) Any existing thoroughfares and easements.
 - g) Location of proposed public open spaces.
 - h) The points of ingress and egress from existing and proposed streets.
 - i) A landscape plan showing turf areas, screening walls, ornamental planting, wooded areas to be preserved, and trees to be planted. The landscape plan should provide types of plantings to be used and give a general landscape design scheme for the development.
 - j) A conceptual infrastructure plan showing the location of any existing or proposed utilities needed to adequately serve the development.
 - k) Architectural drawings (elevations, etc.) showing elevations and architectural style to be used throughout the development.

- l) A parks and trails plan showing any proposed parks, trails, hardscape, playscape, water feature or any other proposed improvements to any civic or open space.
 - m) A Conceptual Drainage Plan as required by Appendix A of the City of Bastrop Stormwater Drainage Design Manual.
- 3) Guiding Effect. Council may adopt Concept Plan commitments as exhibits/conditions in the rezoning ordinance (conditional zoning). Conformance is verified at subsequent plat/site-plan stages; minor quantitative adjustments may be considered under Administrative Relief where eligible (Sec. 14.12.010). Lawful conditions may include:
- a) Use & Intensity: limit/prohibit specified uses; cap DU/acre, FAR, or floor area.
 - b) Form & Scale: max height; step-backs near neighborhoods; build-to/setback ranges; ground-floor transparency.
 - c) Edges & Compatibility: landscape/screening buffers; orient loading away from homes; limit outdoor speakers/hours.
 - d) Access & Connectivity: driveway locations/closures; cross-access; required ped/bike links; block/connectivity commitments.
 - e) Open Space & Environment: minimum % open space and general locations; trail segments; tree preservation areas; LID features.
 - f) Infrastructure & Phasing: proportionate triggers for turn lanes/signals/utility looping; phase sequencing per Concept Plan.
 - g) Operations & Nuisance: lighting cutoffs/foot-candle caps; trash/loading enclosure types/locations; outdoor storage limits.
 - h) Adopted Exhibits: specified Concept Plan sheets/tables (street framework, access points, edge treatments) as binding exhibits.
 - i) Architectural style or materials conditions may be applied only where authorized by state law, including Government Code §3000.002(c)–(d) and Local Government Code §211.003(b) (e.g., designated historic places/areas that qualify under Chapter 3000 or with owner consent). This includes any adopted Historic Overlays and any area designated for development within the Main Street Program. Otherwise, conditions are limited to form, scale, placement, access, screening, and similar zoning standards.
- C. Pre-Application. A pre-application meeting with Planning & Development (DRC) is required to confirm zoning strategy, Concept Plan scope, neighborhood-meeting applicability, notice logistics, and the uniform submittal/review calendar.
- D. Application & Completeness

- 1) Filing Package. City forms; fees; owner authorization; legal description and survey/map; existing vs. proposed zoning; Concept Plan; FLUM consistency statement; mailing list/labels for the notice radius; Neighborhood Meeting Report (if required); any annexation materials if proceeding as pre-zoning.
 - 2) Completeness & Cycle. The Director determines completeness per the adopted calendar and distributes to the DRC. Incomplete applications are not scheduled.
- E. Review & Recommendations
- 1) DRC Technical Review. DRC reviews for compliance with this Code, Comprehensive Plan, and adopted master plans; evaluates Concept Plan quality/feasibility; may request revisions; and prepares a consolidated memo.
 - 2) Director's Report. The Director forwards a recommendation (approval, approval with conditions, or denial) to P&Z with a draft ordinance and any Concept Plan exhibits/conditions.
 - 3) Planning & Zoning Commission (P&Z). P&Z holds a public hearing, considers staff/DRC recommendations and public input, and issues a recommendation to City Council.
 - 4) City Council (Final Action). Council holds a public hearing and acts by ordinance: approve, approve with conditions (including adopting Concept Plan exhibits), remand to P&Z, or deny.
- F. Approval Criteria. In making recommendations and decisions, the reviewing bodies shall consider whether the amendment:
- 1) Implements Adopted Plans. Is consistent with the Comprehensive Plan and applicable master plans (transportation, utilities, parks/open space).
 - 2) Demonstrates a Feasible Framework. The Concept Plan provides a coherent, connected, and context-sensitive framework, accounts for constraints, and can be implemented through platting/site plans.
 - 3) Ensures Compatibility. Provides appropriate transitions in use, scale, and design to adjacent development; mitigates potential impacts through conditions where needed.
 - 4) Provides Adequate Infrastructure. Streets, utilities, drainage, and public safety services are available or can be provided in a timely manner; access and internal circulation are safe and efficient.
 - 5) Advances the Public Interest. Furthers health, safety, welfare, and the purposes of this Code without granting special privilege.
- G. Neighborhood Meeting Requirement
- 1) Purpose. Ensure early, substantive dialogue between applicants and affected residents for zoning map amendments with greater community impact. Meetings occur in addition to formal hearings and complement required public notices, not replace them.
 - 2) Applicability. The City Council may require a Neighborhood Meeting for any of the following cases:
 - a) Rezoning to PDD. Any request to establish a Planned Development District (including CLD/TND forms).

- b) Upzoning. Any map amendment that increases development entitlement relative to the current district, including but not limited to:
 - c) moving to a district that allows a higher maximum residential density, building height, or lot coverage; or
 - d) adding new higher-intensity use categories compared to the existing district. (Use intensity is interpreted from this Code's district purposes and permitted-use tables.)
 - e) Not Consistent with FLUM. Any zoning map amendment that would allow uses/intensity not aligned with the adopted FLUM category.
- 3) Notice of Neighborhood Meeting. At least 10 days before the meeting, the applicant must:
- a) Mail City-template notices to: (a) owners within 200 feet of the site; and (b) any registered neighborhood/HOA within ½ mile of the site (if a registry exists).
 - b) Publish a courtesy notice to the City's website/community newspaper (staff can assist).
 - c) Notices must state the meeting date/time/location (ADA accessible), brief project summary, a vicinity map, and applicant contact.
- 4) Meeting Logistics & Format.
- a) Time: Weeknight between 5:30-8:00pm or Saturday between 9:00am-11:00am.
 - b) Content: Applicant presents the requested zoning vs. existing zoning, FLUM consistency/justification, concept plan and key standards (height, setbacks/edges, open space, access/traffic, utilities/drainage), phasing, and any proposed conditions (for PDDs, a summary of PD Master Plan elements).
 - c) Q&A: Provide a reasonable opportunity for questions, comments, and alternatives.
 - d) Attendance: City staff may attend at the Director's discretion.
- 5) Neighborhood Meeting Report. The applicant shall submit a Neighborhood Meeting Report with the following information prior to being placed onto the next City Council Agenda:
- a) Meeting date, time, location, and format;
 - b) Copies of mailed notice, the mailing list and map, posting/photo of the on-site sign, and any web posting;
 - c) Sign-in sheet (or attendance count) and list of stakeholder organizations invited;
 - d) Summary of issues raised and applicant responses or design changes considered;
 - e) Any revised concept exhibits.
- H. Public Notices & Hearings
- 1) Mailed Notice (Map Amendments). Mail written notice to property owners within 200 feet of the subject site at least 10 days before the P&Z hearing, using the most recent tax roll; courtesy mailing to appraisal-district records may be added where municipal rolls do not list an owner.

- 2) Published Notice (Council). Publish notice of the Council hearing in the City's official newspaper at least 15 days prior to the Council hearing.
 - 3) Joint Hearings. P&Z and Council may hold a joint zoning hearing; statutory mailed/published notice requirements apply to joint hearings.
 - 4) Courtesy Notices. The City may require on-site sign posting and website posting as courtesy notices. Courtesy notices are not jurisdictional prerequisites.
- I. Protests & Voting Requirements
- 1) Standard Protest ("20% Rule"). If a written protest is filed by owners of: (i) 20% or more of the area of the land included in the proposed change, or (ii) 20% or more of the area of land within 200 feet of the subject area (including across streets/alleys), approval requires a three-fourths ($\frac{3}{4}$) vote of all City Council members.
 - 2) Pro-Housing Protest Exception. If the protest is filed only under the state's pro-housing provision (i.e., the change allows additional residential development without adding commercial/industrial uses, subject to limited first-floor retail exceptions) and meets the higher 60% protest threshold within 200 feet, approval requires a majority of all City Council members.
 - 3) Unanimous P&Z Denial. If P&Z unanimously recommends denial, Council approval requires a three-fourths ($\frac{3}{4}$) vote of all Council members.
 - 4) Form of Protest. Protests must be written, identify the property and signer's ownership, and be filed with the City Secretary before the Council vote.
- J. Council Action, Ordinance & Effective Date
- 1) Action by Ordinance. Council may approve, approve with conditions (including adoption of Concept Plan exhibits), remand, or deny.
 - 2) Effective Date. Zoning becomes effective upon ordinance adoption and filing by the City Secretary, unless contingent language applies under Subsection N (pre-zoning).
 - 3) Record & Map Update. The City maintains the official file (application, notices, staff report, exhibits, ordinance) and updates the Official Zoning Map accordingly.
- K. Deferrals, Remands & Continuances
- 1) Deferral/Remand. P&Z or Council may defer or remand to allow additional information, related actions, or revised conditions; any re-notice follows the standards in Subsection H unless a specific date/time/place is announced on the record.
 - 2) Failure to Appear. Failure of the applicant to appear may be grounds to table, deny without prejudice, or continue the item per body rules.
- L. Resubmittal After Denial. A substantially similar rezoning for the same property is not accepted for 12 months following Council denial unless Council authorizes reconsideration due to substantial new or corrected information. Reconsideration shall follow notice requirements in Subsection H.

M. Fees. Fees are as adopted by City Council in the Citywide Fee Schedule. Where specialized third-party review is necessary (e.g., traffic, environmental, legal), the City may recover actual costs from the applicant.

N. **Initial Zoning for Annexation (“Pre-Zoning”)**

- 1) Purpose. Coordinate annexation and initial zoning so expectations are clear at the time of annexation while complying with state annexation and zoning procedures.
- 2) When Allowed. The City may process a zoning map amendment for territory proposed for annexation only if an annexation petition/consent is on file and the zoning ordinance expressly states it is contingent and becomes effective only upon the annexation’s effective date. No zoning is enforced before annexation.
- 3) Submittals. In addition to Subsection D, file annexation materials required by state law and this Code, and a Concept Plan meeting Subsection B. Include a contingency statement for the zoning ordinance (“effective upon annexation”).
- 4) Process & Sequence. DRC review → Director recommendation → P&Z public hearing and recommendation → Council public hearing(s). Council may consider the annexation ordinance and the contingent zoning ordinance at the same meeting.
- 5) Notices (Zoning Item). Provide mailed and published notices per Subsection H; joint hearings are allowed. School-district or special notices apply if and as required by law.
- 6) Approval Criteria (Zoning Item). In addition to Subsection F, the City shall find the Concept Plan framework feasible with annexation service assumptions and enforceable post-annexation.
- 7) Effect of Annexation on Uses. Annexation does not prohibit continuation of certain existing or planned uses as protected by state law.
- 8) Record & Map Update. Upon annexation’s effective date, record both ordinances and update the Official Zoning Map to reflect assigned districts and any adopted Concept Plan exhibits/conditions.

O. Relationship to Subsequent Approvals

- 1) Conformance. Plats, Site Development Plans, and building permits must conform to the zoning ordinance (including any Concept Plan exhibits/conditions).
- 2) Adjustments. Minor quantitative adjustments at later stages may be processed under the Administrative Relief section of this Article.
- 3) Amendments. Material deviations from adopted Concept Plan commitments require a zoning amendment or other appropriate discretionary approval.

Sec. 14.12.002 Administrative Relief.

- 1) Purpose. Provide a streamlined, context-sensitive, staff-level process—administered by the Development Review Committee (DRC)—to approve minor adjustments to quantitative standards in this Chapter.
- 2) Authority.

- a) The DRC is the final administrative decision-maker for requests under this section when submitted with a Site Plan.
 - b) If no Site Plan is required, the Planning Director (or designee), acting as DRC's delegate, may render the decision under the same criteria and limits.
- 3) Administrative Relief is not a variance and does not authorize any change of use or relief from non-quantitative standards.
- 4) Scope of Eligible Standards.
- a) The DRC may approve an adjustment of up to ten percent (10%) to any numerical standard in the Bastrop Development Code, excluding maximum lot coverage/impervious cover requirements.
 - b) Rounding: Round to nearest whole number, whole foot, whole square foot, or whole percent.
 - c) Cumulative limit: multiple approvals may occur on a site, but no single standard may be adjusted by more than 10% under this section.
- 5) Ineligible Items. Administrative Relief may not: (1) authorize a use not permitted; (2) reduce standards established a PD ordinance or Development Agreement; (3) waive building/fire/drainage/access/life-safety requirements; (4) permit encroachments into rights-of-way, easements, required buffers, or sight triangles.
- 6) Approval Criteria. The DRC (or Director per B.2(b)) shall make written findings that:
- a) Intent & Equivalent Performance. The request meets the stated purpose of the applicable section and provides equal or better performance, and does not authorize a prohibited use or increase base entitlements.
 - b) Site-Specific Conditions. Relief is warranted due to physical conditions not self-created (e.g., lot width/depth, topography, utilities/easements, floodplain, significant trees, existing context).
 - c) Minimum Necessary. The deviation is the least departure practicable to achieve the Code's intent, and the amount of relief is expressly quantified.
 - d) No Material Adverse Impacts / Code Compliance. The request will not create material adverse effects on health/safety, traffic/queuing, access, drainage/flood risk, utilities, or neighboring properties and complies with all life-safety codes (Building, Fire, TDLR/ADA, floodplain).
 - e) Plan Consistency & Compatibility. The outcome is consistent with the Comprehensive Plan and adopted master plans and remains compatible with surrounding development and streetscape.
- 7) Submittal.
- a) Include on the Site Plan cover sheet a "Administrative Relief Table" listing: the standard, code citation, base requirement, requested percentage/amount, and resulting dimension.
 - b) Show easements, utilities, trees/CRZs, and visibility triangles on the Site Plan to confirm no conflicts.
 - c) No separate application or fee is required when submitted with a Site Plan.

- 8) Procedure & Decision
 - a) Timing: Reviewed concurrently with the Site Plan; completeness and review cycles follow the Site Plan timeline.
 - b) Decision: The DRC issues a written decision (approval, approval with conditions, or denial) documented in the Site Plan decision letter and noted on the approved plans.
 - c) Conditions: The DRC may impose conditions (e.g., façade alignment, porch depth, utility adjustments, landscape placement) to ensure compliance with criteria.
 - d) Record: Approved dimensions and any contextual setback line shall be labeled on the Site Plan and reflected on building permit drawings.
 - e) Appeals. Any person aggrieved by a decision under this section may appeal to the Board of Adjustment within 15 calendar days of the decision letter. The BOA reviews de novo for compliance with this section.
- 9) Expiration.
 - a) When bundled with a Site Plan: relief expires with the Site Plan approval. Extensions mirror Site Plan extension provisions.
 - b) When approved outside a Site Plan: relief expires 12 months after approval unless a building permit is issued; the Director may grant a single 6-month extension for good cause.
- 10) Relation to Nonconformities. May not expand a lawful nonconforming use or structure, except that contextual front-setback alignment may be used to bring a nonconforming front setback closer to conformity.
- 11) No Precedent. Each approval is site-specific and does not create a precedent.

Sec. 14.12.002 Site Development Plans.

A. Purpose & Applicability

- 1) Purpose. Ensure new development is safe, serviceable, and compatible by verifying compliance with this Code, adopted plans, and applicable engineering, utility, fire, and building standards.
- 2) When Required. A Site Plan is required prior to building permit for:
 - a) New nonresidential buildings;
 - b) Multifamily (3+ units), townhomes, and mixed-use buildings;
 - c) Exterior additions or intensifications that (i) add $\geq 1,000$ sq ft GFA or $\geq 10\%$ (whichever is greater), (ii) add/relocate driveways, fire lanes, or loading, or (iii) expand parking by ≥ 10 spaces;
 - d) Changes of use that increase parking demand, traffic, outdoor activity, or life-safety risk;
 - e) New/expanded outdoor storage, vehicle display/queuing, or fuel service;
 - f) Projects in an overlay when that overlay requires a Site Plan.
- 3) Exemptions. Not required for:

- a) One- or two-family dwellings on individual platted lots (frontage/driveway items still shown with the building permit);
 - b) Interior finish-out and ordinary repairs that do not increase occupancy load, parking demand, or external impacts;
 - c) Very small exterior changes (<1,000 sq ft) with no new access points and no triggers in A(2).
The Director may require a Site Plan where otherwise exempt work creates traffic, drainage, fire access, or compatibility concerns.
 - 4) Scaled Review. The Director may waive or require submittals proportionate to scope and impacts (no Minor/Major classification needed).
- B. Relationship to Other Approvals
- 1) Zoning first. Uses must be permitted or conditionally approved (CUP/PD). Site Plans implement—not replace—those approvals and conditions.
 - 2) Deviations. Relief from standards follows the applicable procedure (Administrative Relief, BOA variance, or Council Alternative Compliance) before or concurrent with Site Plan review.
 - 3) Public Improvement Plans (Construction Plans). Site Plan approval is distinct from civil construction drawing (PIP) approval; both may be required where public/frontage improvements or utility extensions are proposed.
 - 4) Overlay/Plat/Historic. COA, floodplain/WUI, plats, and similar approvals are conditions of Site Plan approval when applicable.
- C. Submittal (Minimum)
- 1) Pre-application meeting required.
 - 2) Application with:
 - a) Site layout (buildings, setbacks, easements, access, internal circulation, fire lanes, loading, refuse/mechanical, outdoor activity areas) and a compliance table;
 - b) Parking/loading plan (counts, accessible & bicycle spaces, geometry);
 - c) Access & Connectivity sheet (driveway spacing/sight distance, cross-access, sidewalks/trails, pedestrian routes/ramps);
 - d) Landscape and Irrigation plans sealed by a Landscape Architect
 - e) Tree survey performed by an ISA Certified Arborist and accompanying preservation/mitigation plan;
 - f) Utilities (domestic, fire, wastewater) and will-serve/availability as needed;
 - g) Drainage concept (ponds/outfalls and pre/post summary);
 - h) Lighting/photometric plan where outdoor lighting or nighttime hours are proposed;
 - i) Building elevations or massing sufficient to verify height, screening, and transparency;
 - j) TIA/traffic study, if required;
 - k) Phasing and timing of frontage/public improvements;

- l) Overlay documentation, if applicable.
 - m) Site development plan checklist complete, along with all items required by the checklist.
- D. Review & Decision
- 1) Completeness check. Incomplete applications are returned with deficiencies.
 - 2) DRC review. Consolidated technical review and comments.
 - 3) Director decision (administrative). Approve, approve with conditions, or deny. No public hearing.
 - 4) Conditional approvals. May be issued contingent on obtaining related approvals (CUP, Alternative Compliance, BOA variance, plat, COA, floodplain permit) prior to permit issuance.
 - 5) Resubmittal. Applications may be remanded for revisions where material issues remain.
- E. Standards for Approval (Findings). The Director shall approve only if the Site Plan:
- 1) Complies with district standards, permitted uses, and any CUP/PD/overlay conditions;
 - 2) Meets Access & Connectivity standards (safe driveway placement, internal circulation, pedestrian connections, cross-access where required);
 - 3) Provides required parking, loading, stacking, and bicycle parking (including any approved shared/remote arrangements);
 - 4) Meets Landscaping & Tree Preservation requirements, including screening of service/outdoor storage and protection/mitigation of significant trees;
 - 5) Demonstrates adequate utilities, fire protection, and stormwater management consistent with City engineering criteria and adopted plans;
 - 6) Protects adjacent properties through buffers, lighting control, and orientation of access/service areas;
 - 7) Avoids unsafe traffic conditions or undue congestion and implements proportionate off-site mitigation when required;
 - 8) Meets all other applicable provisions of this Code.
- F. Conditions of Approval. The Director may impose conditions reasonably related to compliance and mitigation, including: access management (location/closure/turns/cross-access/TDM), frontage improvements (sidewalks/trees/lights/ramps) tied to CO timing, screening/landscape/tree measures, limits on outdoor activity/queuing/delivery windows, drainage/utility upgrades and easements, phasing, and performance security for public improvements.
- G. Site Plan Amendments & Compliance Triggers
- 1) When an Amendment is Required. Amend before changes that would:
 - a) Alter building footprint, placement, or height;
 - b) Add floor area, outdoor activity, loading/queuing, or fuel service;
 - c) Add, remove, or relocate a driveway, fire lane, or loading space;
 - d) Reconfigure internal circulation, parking layout, stall/aisle geometry, or accessible/bicycle parking;
 - e) Modify drainage facilities, detention/retention, outfalls, or utility routing;

- f) Change the use (or mix) in a way that increases trips, parking demand, hours, or external impacts;
 - g) Affect compliance with any condition of a CUP/PD/Alternative Compliance or any overlay approval.
- 2) Changes Not Requiring an Amendment (As-Built). De minimis “field changes” for constructability that do not reduce any standard or condition, such as: minor utility alignment shifts; like-for-like plant substitutions; small door/window shifts not affecting transparency or fire ratings; converting up to five (5) striped spaces to compact where allowed. Note on as-builts before final inspection/CO.
- 3) Cumulative Changes. Amendment thresholds apply cumulatively within 24 months.
- 4) Compliance with Current Code.
- a) Changed elements must comply with current standards (access/connectivity, parking/loading, landscaping/trees, lighting, overlays).
 - b) Unchanged elements may remain as legally conforming under prior approval unless G(5) requires broader upgrades.
 - c) Existing CUP/PD/Alternative Compliance conditions remain in effect unless separately modified by the appropriate body.
- 5) **Bring-to-Standard Requirements for Redevelopment**
- a) **Purpose.** To ensure redevelopment and expansion projects contribute equitably to community improvements and comply with current standards to the maximum extent practicable, while recognizing the proportional limits of site constraints and investment scale.
 - b) **Applicability.** When a site plan or building permit is required for redevelopment, expansion, or change of use, the applicant shall bring existing site features into compliance with this Code according to the thresholds and requirements below. Compliance shall be proportionate to the scope of work and limited to the maximum extent practicable, as determined by the Director.
 - c) **Triggers and Required Upgrades.**
 - (1) **Site Disturbance \geq 35% of Total Site Area.** When grading, clearing, or redevelopment activities disturb thirty-five percent (35%) or more of the total site area:
 - (a) Frontage improvements (sidewalks, ADA ramps, street trees, and street lighting) shall be upgraded to current standards; and
 - (b) Any restriped or reconstructed parking areas shall comply with current interior landscape and bicycle parking requirements.
 - (2) **Increase in Gross Floor Area (GFA) \geq 25% Since Original Approval.** When total GFA increases by twenty-five percent (25%) or more:
 - (a) Parking, loading, stacking, and access spacing shall be reevaluated under current standards; and
 - (b) Corrective upgrades shall be implemented where deficiencies are identified.

- (3) Parking Expansion \geq 25% or Addition of a New Parking Field. When parking capacity increases by twenty-five percent (25%) or a new lot is constructed:
 - (a) All newly constructed or restriped parking areas shall comply with current standards for design, interior landscaping, shade, and lighting.
 - (4) Change of Use Increasing Peak-Hour Trips or Parking Demand \geq 20%. When a change of use increases projected trip generation or parking demand by twenty percent (20%) or more, as determined by accepted traffic or parking analysis methods:
 - (a) Access, cross-access, and internal circulation shall be reviewed; and
 - (b) Proportionate mitigation, signage, and striping improvements shall be required.
 - (5) Documented Safety-Critical Nonconformities. When the City identifies nonconformities creating a documented safety hazard—such as deficient sight distance, inadequate fire access, or high-crash driveway spacing—targeted improvements necessary to eliminate the hazard shall be required as a condition of site plan or permit approval.
 - (6) Overlay Districts. For sites located within an adopted Overlay or Special District, the project shall meet all applicable overlay standards for the affected area. Where overlay provisions require site-wide compliance (e.g., Wildland-Urban Interface emergency access or water supply), such standards shall apply to the entire site.
- d) Administrative Determination. The Director may determine the extent of required upgrades based on site conditions, feasibility, and the proportional relationship between the cost of compliance and the overall scope of work, consistent with applicable Texas law governing proportionality.
- 6) Proportionality & Alternatives. Upgrades must be roughly proportionate to the amendment's impacts. Where strict application is infeasible due to utilities, trees, or topography, the Director may approve a targeted compliance plan or recommend Council Alternative Compliance if the result meets the Code's intent equal or better.
 - 7) Submittal & Effect. Submit clouded changes with a short narrative addressing G(4)–G(6) and any updated sheets limited to the changed scope. An approved amendment supersedes prior approval only for modified sheets/areas; other areas remain under the last unamended approval.
- H. Expiration & Extensions
- 1) Expiration. A Site Plan expires two (2) years from approval if no building permit is issued and under active construction, unless otherwise specified in the approval.
 - 2) One extension. The Director may grant one extension up to six (6) months for good cause.
 - 3) Effect of expiration. Permits may not be issued until a new or amended Site Plan is approved.
- I. Appeals. An appeal of the Director's administrative decision (original or amended Site Plan) follows the Administrative Appeals section. An appeal stays the decision unless the Director certifies that a stay would cause imminent peril.

J. Effect of Approval. Approval authorizes submittal of construction drawings and building permits consistent with the Site Plan. Approval runs with the land and binds successors, subject to conditions and expiration.

K. Administrative Checklist (Informational)

The Director shall maintain a Site Plan checklist consistent with this section that identifies required sheets/studies, acceptable formats, and triggers for TIA, photometric, floodplain/WUI, and tree preservation submittals.

Sec. 14.12.003 Conditional Uses.

A. Purpose & Applicability

- 1) Purpose. Provide a public review process for certain uses that may be appropriate in a zoning district only if tailored to the site and context through conditions to ensure compatibility and protection of public health, safety, and welfare, consistent with Texas Local Government Code Ch. 211.
- 2) Applicability. A CUP is required for any land use identified as "C" (Conditional) in the Table of Permitted Uses, and as otherwise specified in this Code.
- 3) PD/Planned Development Relationship. In a PDD, a use that is conditional in the comparable base district may be allowed only if specifically identified in the adopting PD ordinance; otherwise, a CUP is required.

B. Effect of Approval

- 1) A CUP authorizes the use only on the specific property and in the manner approved, subject to all conditions of approval and all other applicable codes.
- 2) A CUP runs with the land unless a condition expressly limits it (e.g., to a specific operator or time period).

C. Application Submittal

- 1) Pre-application. A pre-application meeting with the Director/DRC is strongly encouraged to scope submittals and issues. (Bodies and processes referenced in existing administration sections and flowchart.)
- 2) Minimum contents. Applications must include:
 - a) Site plan with building/location layout, access/parking/loading, screening/buffering, and outdoor activity areas.
 - b) Operations plan (hours, capacity, deliveries, special events, alcohol, outdoor sound/lighting).
 - c) Impact memo(s) proportionate to the proposal (traffic circulation/parking, utilities/drainage, noise/odor/light, environmental constraints, adjacency).
 - d) Narrative addressing the approval standards in Subsection F.
 - e) Owner authorization and required fees.
 - f) Any overlay/district compliance documentation, if applicable.

D. Completeness & DRC Review

- 1) Completeness. The Director determines administrative completeness and schedules interdepartmental DRC review.
 - 2) DRC Recommendation. The DRC provides a consolidated technical review and recommends approval, approval with conditions, or denial to the Director.
- E. Public Notice & Hearings
- 1) Notice. Public notice and hearing are required in accordance with state law and this Code for zoning decisions of this type.
 - 2) Hearings. The Planning & Zoning Commission holds a public hearing and makes a recommendation; City Council acts after public hearing.
- F. Standards for Approval (Findings). City Council may approve a CUP (with or without conditions) only on finding that the application:
- 1) Is consistent with the Comprehensive Plan and the stated purpose of the zoning district.
 - 2) Is compatible with and not detrimental to adjacent properties, considering building scale, site layout, hours, intensity, and expected external effects (noise, vibration, dust, odor, glare, traffic, on-street parking).
 - 3) Provides adequate access, circulation, parking, and loading without creating unsafe conditions or undue congestion on the transportation network.
 - 4) Is served by, and will not overburden, public facilities and services (water, wastewater, drainage, police/fire/EMS), with any necessary improvements or phasing secured by conditions.
 - 5) Provides appropriate screening, buffering, lighting control, and site/operational measures to mitigate off-site impacts—especially where the site adjoins residential or P/OS districts.
 - 6) Complies with all applicable overlay standards, adopted master plans, and other provisions of this Code.
 - 7) Will not result in a material adverse cumulative effect in combination with other approved conditional uses in the area.
- G. Conditions of Approval
- 1) City Council may impose conditions reasonably related to mitigating potential adverse impacts and ensuring compliance with this Code and the approval standards above, including but not limited to:
 - a) Limits on hours of operation; event frequency; occupancy/capacity; or outdoor activity.
 - b) Site design features (building placement or orientation; fence/wall/landscape screening; preservation of significant trees or natural features).
 - c) Operational controls (delivery windows, waste management, sound/lighting plans, security).
 - d) Transportation/parking measures (shared or remote parking approvals, TDM measures, access restrictions, driveway location, required cross-access).
 - e) Infrastructure/drainage improvements or phasing tied to certificates of occupancy.
 - f) Time limits (including trial periods), reporting, compliance reviews, or renewal triggers.

2) Conditions must be stated on the record and reflected on the approved site plan or letter of approval.

H. Decision & Record

- 1) P&Z Commission: recommendation to approve, approve with conditions, or deny.
- 2) City Council: approval, approval with conditions, denial, or remand for additional information.
- 3) The decision and all conditions shall be documented in the approval letter and/or on the stamped site plan kept in the development file.

I. Amendments to an Approved CUP

- 1) Minor Modifications (Administrative). The Director may approve modifications that do not increase external impacts or intensity (e.g., shifts internal to the site that maintain approved buffers/setbacks; minor changes to floor area under 10%; clarifications to management plans).
- 2) Major Modifications. Any other change—especially increases to hours, occupancy, outdoor activity areas, new driveways, or reductions in approved buffers—requires a new CUP amendment following the same procedures as the original approval.

J. Expiration, Extensions, and Revocation

- 1) Expiration. A CUP expires if the approved use is not established (or a building permit substantially progressed) within two (2) years of approval, unless another period is stated in the conditions. (Harmonized with similar two-year life for preservation approvals in your code.)
- 2) One Administrative Extension. For good cause shown, the Director may grant one extension up to six (6) months.
- 3) Revocation. Following notice and public hearing, City Council may revoke a CUP for substantial noncompliance with the approved plan/conditions or repeated, documented violations that materially harm the public or neighboring properties. P&Z may provide a recommendation before Council action.

K. Relationship to Other Approvals

- 1) A CUP is not a variance; dimensional relief follows the applicable administrative relief/alternative compliance/variance procedures in this Code.
- 2) Where a use requires both a CUP and another approval (e.g., site plan, COA, subdivision, building permit), the CUP may be conditioned on obtaining and complying with those approvals.
- 3) If a PD ordinance specifically lists a use as allowed, a separate CUP is not required unless the ordinance says otherwise.

L. Re-Application After Denial. An application that is substantially the same as a denied CUP may not be resubmitted for six (6) months unless the Director finds there is a material change in circumstances or the proposal has been materially revised to address prior reasons for denial.

M. Table Linkage & Interpretation. Where the Table of Permitted Uses labels a use as “C,” a CUP is required in that district. If a use is not listed, the Director shall interpret the use per the procedures in this Article.

Sec. 14.12.004 Filing & Notice Requirements.

A. Applicability

This section governs filing and public notice for zoning matters processed under this Article, including but not limited to zoning map amendments (including conditional zoning), initial zoning/pre-zoning for annexations, Conditional Use Permits (CUPs), and text amendments.

B. Filing

- 1) Applications must be submitted on City forms with required attachments and fees (see Sec. 14.12.00X Fees; renumber at codification).
- 2) The Director shall conduct a completeness review and schedule items to meet the minimum state notice timelines.
- 3) Submittal calendars and technical filing requirements may be established by administrative policy.

C. Required Notice — Reference to State Law

- 1) Zoning Regulations & District Changes. Published and written notice shall be provided as required by Texas Local Government Code Chapter 211, as amended (including notice for Planning & Zoning Commission hearings and City Council hearings).
- 2) Initial Zoning of Annexed Areas. Notice shall follow Texas Local Government Code Chapters 43 and 211, as applicable.
- 3) Subdivision and Related Actions. Where notice is required for subdivision actions governed by this Code, notice shall follow Texas Local Government Code Chapter 212, as applicable.
- 4) Open Meetings. All meetings and notices shall comply with the Texas Open Meetings Act (Texas Government Code Chapter 551).
- 5) Where this Code imposes notice in addition to, or more stringent than, state law, the City shall provide the greater notice.
- 6) **City Council Adopted Notification Requirements:**

	Published Notice	Personal Notice	Posted Notice
Notification Location	Newspaper	United States Mail	Subject Property
Time Before Set Hearing	15 days	1. General: 10 days 2. Comprehensive Plan or Zoning change: 10 days	1. General: 10 days 2. Comprehensive Plan or Zoning change: 10 days
Include in Notice	1. Date, time, and location of hearing; 2. Purpose of the hearing; and 3. Identification of the subject property if the decision concerns an individual tract or parcel of land.	1. Name of the applicant; 2. Date time, and location of the hearing; 3. Purpose of the hearing; 4. Identification of the subject property; and, 5. The name of the appellant if an appeal.	1. Purpose of the request; and 2. All public hearing dates.
Notification Instructions	Development Services Department will be responsible for posting the notice in the newspaper of general circulation.	1. Each owner of real property located within two hundred (200) feet of the exterior boundary of the property in question and any other persons deemed by the Lead Officer or decision-maker to be affected by this application; 2. The applicant and/or property owner; and 3. The appellant if an appeal.	1. Minimum 2'x4' sign placed on the street frontage in visible unobstructed location. 2. Utilize a minimum 6" lettering. 3. Shall stay in place until final action is taken or request is withdrawn

7) City Council Adopted Development Approval Process:

Legend							
Action	Meeting Type			Committees			
R	Review/Recommend	PM	Public Meeting	BOA	Board of Adjustments	Y	Required
D	Decision	PM*	May Require Initial Authorization	P&Z	Planning & Zoning Commission	N	Not Required
A	Appeal	PH	Public Hearing	CC	City Council		

Approval Process	Review and Approval Authority				Notice			
	Source	ZBA	P&Z	CC	Application Notice	Published Notice	Personal Notice	Posted Notice
Legislative								
Comprehensive Plan Map Amendment			R/PH/PM	D/PH/PH/PM	Y	Y	Y	Y
Development Code Amendment			R/PH	D/PH/PM	Y	Y	N	N
Zoning Change			R/PH	D/PH/PM*	Y	Y	Y	Y
Zoning Map Amendments			R/PH	D/PH/PM*	Y	Y	Y	Y
Preliminary Plat			D/PM			N	N	N
Final Plat			D/PM			N	N	N
Residential Replat			D/PH			Y	Y	Y
Change in status of nonconforming uses or structures			D/PH			N	Y	N
Variance		D/PH				N	Y	N

Approval Process	Review and Approval Authority			Notice				
	Source	ZBA	P&Z	CC	Application Notice	Published Notice	Personal Notice	Posted Notice
Administrative								
Site Plan			A			N	N	N
Minor or Amending Plat			A			N	N	N
Public Improvement Construction Plans			A			N	N	N
Drainage Plan			A			N	N	N
Building Permits			A			N	N	N
Floodplain Permit			A			N	N	N

D. Method & Responsibility

- 1) Published notice shall be placed in the City’s official newspaper as required by state law.
- 2) Written notice (if required by state law) shall be mailed to the parties and within the distances prescribed by state law, using the most recent county appraisal district records or other method allowed by law.
- 3) If a case is continued, re-notice shall be provided when and as required by state law.

Sec. 14.12.005 Public Hearing Procedures.

A. Planning & Zoning Commission (Recommendation)

The Commission shall hold a public hearing and make a recommendation to City Council on zoning matters in accordance with Texas Local Government Code §211.007 and related provisions, as amended, and the Texas Open Meetings Act.

B. City Council (Decision)

City Council shall hold a public hearing and take action in accordance with Texas Local Government Code §211.006 and related provisions, as amended, and the Texas Open Meetings Act.

C. Protest/Supermajority

When a valid protest is filed in the manner provided by Texas Local Government Code §211.006(d)–(f), Council’s voting threshold shall follow state law.

D. Conduct of Hearings; Rules of Procedure

Hearings shall be conducted under Council-adopted or Commission-adopted rules of procedure, provided those rules are consistent with Texas law. Ex parte communications, evidentiary submittals, and continuances shall be handled in a manner consistent with due process and the Open Meetings Act.

E. Conflicts

If a conflict exists between this Code and state law, state law governs.

Sec. 14.12.004 Fees.

A. Fee Schedule

All application, notice, recording, and related fees for procedures under this Article shall be as adopted in the City’s Master Fee Schedule in the Code of Ordinances.

B. Third-Party Costs

Applicants are responsible for third-party costs reasonably incurred by the City to process an application (e.g., legal notices, outside technical review), when authorized by the Master Fee Schedule.

C. Waivers/Refunds

Any waiver, reduction, or refund of fees shall be as provided in, and administered under, the Master Fee Schedule and applicable City policies.

ARTICLE 14.13 DEFINITIONS

Sec. 14.13.001 Purpose; Use of Definitions.

- A. Purpose. This Article provides common meanings for terms used throughout this Code to ensure consistent application and administration.
- B. Controlling Law. Where a term is defined by state or federal law (e.g., manufactured housing, community homes, floodplain terms), that legal definition controls in the event of a conflict.
- C. Cross-References. Unless otherwise stated, references to City boards, officers, and procedures are those established in Article 14.12 (Administration and Procedures) and Article 14.11 (Zoning Board of Adjustment).
- D. Interpretation Rules.
 - 1) “Shall” is mandatory; “may” is permissive.
 - 2) Singular includes the plural and vice versa.
 - 3) Terms not defined herein shall be given their ordinary meaning within the context of this Code or defined by the Director.
- E. Abbreviations.

- ADA** – Americans with Disabilities Act;
- BFE** – Base Flood Elevation;
- CC** – Core Commercial;
- CFR** – Code of Federal Regulations;
- COA** – Certificate of Appropriateness;

- CUP – Conditional Use Permit
- EC – Employment Center;
- ETJ – Extraterritorial Jurisdiction;
- FAR – Floor Area Ratio;
- FIRM – Flood Insurance Rate Map;
- GFA – Gross Floor Area;
- HRC – Texas Human Resources Code;
- IC – Impervious Cover;
- MF – Multi-Family;
- MU – Mixed Use;
- PDD – Planned Development District;
- P/OS – Parks and Open Space;
- RR – Rural Residential;
- SF – Single-Family;
- SFHA – Special Flood Hazard Area;
- TAS – Texas Accessibility Standards;
- TDLR – Texas Department of Licensing & Regulation.

F. Definitions

Accessory Building/Structure. A subordinate, non-habitable building or structure on the same lot as the principal building, customarily incidental to the principal use (e.g., detached garage, shed).

Accessory Dwelling Unit (ADU). A subordinate dwelling unit on the same lot as a principal dwelling that provides complete, independent living facilities (sleeping, cooking, and sanitation).

Accessory Use. A use that is incidental and customarily associated with, and located on the same lot as, a principal use.

Administrative Relief (Minor). A DRC or Director-approved minor adjustment to a quantifiable standard (e.g., up to 10% variation from a numeric requirement) where equal or better compliance with the Code purpose is demonstrated, and where expressly allowed by this Code.

Alley. A public or private vehicular passage providing secondary access to the side or rear of lots, not intended for primary frontage.

Applicant. The property owner or authorized agent submitting an application under this Code.

Average Grade Plane (AGP). The arithmetic mean of finished ground elevations measured 6 ft perpendicular to the midpoint of each exterior wall of the building, excluding unenclosed projections (porches, decks, stoops). If finished grade varies from pre-construction natural grade by >3 ft along >50% of the perimeter, the Director may require using natural grade to establish AGP.

Base Flood; Base Flood Elevation (BFE). The flood with a 1% annual chance of being equaled or exceeded (commonly, the “100-year flood”) and the water-surface elevation associated with that flood, as defined by the National Flood Insurance Program (NFIP).

Build-To Line (BTL) / Build-To Zone (BTZ). A required line or range between a minimum and maximum setback along a street frontage where a specified percentage of a building façade must be placed to establish a consistent street edge.

Building. A structure with a roof supported by columns or walls, used or intended for supporting or sheltering any use or occupancy.

Building Coverage. The horizontal area of a lot covered by the footprint of roofed structures, measured to the exterior walls.

Building Height. The greatest vertical distance from the Average Grade Plane (AGP) (or, within the Special Flood Hazard Area, the Design Flood Elevation) to the highest roof point (ridge) or, for flat roofs, the top of parapet (or roof deck if none). Excluded: parapets ≤ 4 ft, chimneys, flues/vents, solar equipment/racking, mechanical equipment and required screening, and elevator/stair overruns ≤ 10 ft.

Caliper (Tree). The diameter of a tree trunk measured six (6) inches above grade for trees up to and including 4 inches in diameter, and twelve (12) inches above grade for larger trees (or as otherwise specified in the landscape article).

Civic Use. Use of land or buildings by a governmental, educational, or nonprofit entity for civic purposes (e.g., schools, libraries, public safety facilities).

Community Home. A community-based residential home serving persons with disabilities that meets the qualifications of Texas Human Resources Code Chapter 123; such homes are protected uses subject to state limitations.

Comprehensive Plan. The City’s adopted long-range policy document, including maps, goals, and implementation actions, as amended.

Conditional Use Permit (CUP) / Special Use Permit (SUP). A discretionary permit authorizing a specific use in a district subject to conditions to ensure compatibility with surrounding areas.

Design Flood Elevation (DFE). The Base Flood Elevation (BFE) plus required freeboard, as adopted in the City’s Flood Damage Prevention Ordinance.

Director. The Director of Development Services or designee.

Drive-Through Facility. A facility providing goods or services to occupants of vehicles in stacked lanes and service windows; see stacking standards in Article 14.04.

Duplex. A single building on one lot containing two principal dwelling units.

Dwelling Unit. A residential unit providing complete, independent living facilities, including provisions for living, sleeping, eating, and cooking.

Employment Center (EC). The zoning district intended for employment-generating, industrial, and logistics uses as defined in Article 14.02.

Façade. The exterior wall of a building facing a public right-of-way or primary frontage.

Floor Area, Gross (GFA). The total enclosed floor area of all stories of a building measured to the outside surface of exterior walls, excluding areas explicitly exempted by this Code (e.g., certain parking areas if specified).

Floor Area Ratio (FAR). The ratio of a building’s gross floor area to the area of the lot.

Frontage. The length of a lot line abutting a public street right-of-way.

Home-Based Business. A business operated from a residential property by the owner or tenant for the purpose of manufacturing, providing, or selling a lawful good or providing a lawful service.

Impervious Cover (IC). The portion of site area that prevents water infiltration (e.g., roofs, driveways, patios, paving), measured per this Code’s method.

Intersection Sight Triangle. A triangular area at street or driveway intersections kept clear of visual obstructions to ensure safe sight distance, as defined by this Code’s visibility standards.

Lot. A platted parcel or tract of land under single ownership, intended as a unit for transfer or development.

- **Corner Lot:** A lot abutting two intersecting streets.
- **Interior Lot:** A lot with frontage on one street.
- **Through Lot:** A lot with frontage on two roughly parallel streets.

Lot Area / Lot Width / Lot Depth. The horizontal area within lot lines; the horizontal distance between side lot lines; and the horizontal distance between front and rear lot lines, respectively, measured per this Code.

Lot Coverage. The percentage of lot area covered by buildings and roofed structures (see Building Coverage).

Manufactured Home; Mobile Home. As defined by Texas Occupations Code §1201.003; note that state law distinguishes HUD-code manufactured homes and mobile homes, and binds those definitions on home-rule cities.

Modular (Industrialized) Housing / Industrialized Building. As defined by Texas Occupations Code Chapter 1202 (TDLR IHB program)—factory-built modules designed to be installed on permanent foundations (housing) or used as commercial buildings.

Mixed Use. Development that combines residential with nonresidential uses on the same lot or within the same building.

Nonconforming Lot / Structure / Use. A lot, structure, or use that was lawfully established but no longer conforms to current requirements of this Code.

No-Impact Home-Based Business. A home-based business that (a) at any time on the property has a combined number of employees and clients/patrons that does not exceed the city’s occupancy limit for the property; (b)

does not generate on-street parking or a substantial increase in area traffic; (c) conducts no activities visible from a street; and (d) does not substantially increase noise or violate the city’s noise rules.

Open Space, Common. Land set aside for parks, recreation, resource protection, or similar purposes, owned and maintained by a homeowners’ association, land trust, or public entity.

Parking Space. A permanently surfaced and striped area meeting minimum dimensions for the parking of one vehicle, with safe and convenient access to a public street or aisle, as required by Article 14.04.

Planned Development District (PDD). A site-specific zoning district adopted by ordinance with customized standards and a PD Master Plan, per Article 14.12 and Article 14.02.

Porch. A roofed platform attached to a building, typically at the front façade, which may be open or screened and may encroach per Article 14.02.

Primary Street / Secondary Street. For a given lot, the street designated by the Director as the “primary” for applying frontage and setback/build-to standards (generally the higher-order or addressed street); other abutting streets are “secondary.”

Principal Building / Principal Use. The main building or main use of a lot, as distinguished from accessory buildings or uses.

Right-of-Way (ROW). Land dedicated, deeded, or acquired for public streets, utilities, or access, including roadway and sidewalks.

Setback. The required minimum distance between a building or structure and a lot line, measured perpendicular to the lot line.

Shared-Use Path (Sidepath). A paved, generally 8–12-foot-wide path intended for use by both pedestrians and bicyclists, often alongside a roadway or greenway.

Short-Term Rental (STR). A dwelling unit or a portion thereof rented for a period of fewer than 30 consecutive days, where allowed by this Code and other City ordinances.

Sight-Distance Obstruction. Any object between the driver's eye and a conflict point within the intersection sight triangle that impedes visibility to the minimum distance required by this Code.

Special Flood Hazard Area (SFHA). Land in the floodplain subject to a 1% or greater annual chance of flooding, typically mapped as Zone A and its sub-zones on FEMA FIRMs.

Story. A level of a building between the upper surface of one floor and the upper surface of the floor above (or roof above for the topmost story).

Street. A public or private thoroughfare that affords the principal means of access to abutting property and is constructed to City standards.

Transparency. The percentage of a building façade area comprised of clear windows and doors, measured as specified by this Code.

Tree, Heritage / Protected. A tree meeting the species, size (caliper/DBH), and condition thresholds established in Article 14.06 (Tree Mitigation) or the Landscape Article.

Use, Permitted / Conditional / Accessory / Temporary. Categories indicating how and whether a use is allowed in a zoning district, as shown in the Table of Permitted Uses and this Code's procedures.

Variance. A discretionary relief granted by the Zoning Board of Adjustment for a specific property when strict application of a dimensional standard would create unnecessary hardship, per state law and Article 14.11.

Zoning District, Base. A mapped zoning classification applied to land that regulates allowed uses and development standards (e.g., SF, MF, CC, EC), as established in Article 14.02.

ARTICLE 14.14 APPENDICES

Appendix A – Preferred Species List

Use these species for all required new and replacement trees unless otherwise approved by the Director/City Arborist.

Native Trees:

American Elm (*Ulmus americana*) Bald Cypress (*Taxodium distichum*) Bigtooth Maple (*Acer grandidentatum*) Black Jack Oak (*Quercus marilandica*) Box Elder (*Acer negundo*) Bur Oak (*Quercus macrocarpa*) Cedar Elm (*Ulmus crassifolia*) Chinquapin Oak (*Quercus muhlenbergii*) Desert Willow (*Chilopsis linearis*) Eastern Cottonwood (*Populus deltoides*) Eastern Red Cedar (*Juniperus virginiana*) Gum Bumelia (*Sideroxylon lanuginosum*) Hackberry (*Celtis laevigata*) Live Oak (*Quercus virginiana*) Loblolly Pine (*Pinus taeda*) Mexican Buckeye (*Ungnadia speciosa*) Mexican Plumb (*Prunus Mexicana*) Osage Orange (*Maclura pomifera*) Pecan (*Carya illinoensis*) Post Oak (*Quercus stellata*) Ratama, Paloverde (*Parkinsonia aculeate*) Red Bud (*Cercis canadensis* var. *texensis*) Red Maple (*Acer rubrum*) Red Mulberry (*Morus rubra*) Roughleaf Dogwood (*Cornus drummondii*) Southern Catalpa (*Catalpa bignonioides*) Sycamore (*Platanus occidentalis*) Texas Ash (*Fraxinus texensis*) Texas Hickory (*Carya texana*) Texas Persimmon (*Diospyros texana*) Texas Red Oak (*Quercus texana*) Texas Walnut (*Juglans microcarpa*) Toothache Tree (*Zanthoxylum hirsutum*) Western Soapberry (*Sapindus saponaria* var. *drummondii*) Wild Cherry *Prunus serotina* Winged Elm (*Ulmus alata*)

Native Landscaping Plants and Grasses:

Evergreen Sumac (*Rhus virens*) Eve's Necklace (*Styphnolobium affine*) Flameleaf Sumac (*Rhus lanceolata*) Mountain Laurel (*Sophora secundiflora*) Possumhaw (*Ilex decidua*) Red Buckeye (*Aesculus pavia*) Southern Wax Myrtle (*Myrica cerifera*) Texas Buckeye (*Aesculus glabra*) Texas Lantana (*Lantana urticoides*) Yellow Bells (*Tecoma stans*) Buffalo Grass (*Bouteloua dactyloides*) Curly Mesquite (*Hilaria berlandieri*) Little Bluestem (*Schizachyrium scoparium*) Inland Sea Oats (*Chasmanthium latifolium*) SideOats Gramma (*Bouteloua curtipendula*) Muhly Grasses (*Muhlenbergia* sp.) Eastern Gamma Grass (*Tripsacum dactyloides*) Indian Grass (*Sorghastrum nutans*)

Acceptable Non-Native Plants

Apple (*Malus* sp.) Crepe Myrtle (*Lagerstoemia* sp.) Fig (*Ficus* sp.) Grape (*Vitis* Sp.) Loquat (*Eriobotrya japonica*) Peach, Plum (*Prunus* sp.) Pear (*Pyrus* sp.) Pomegranate (*Punica granatum*) Rose (*Rosa* sp.) Zoysia Grass (*Zoysia* sp.)

Appendix B – Invasive Species List (removal qualifies for mitigation reduction)

Invasive Trees:

Ash (all except Texas Ash) (*Fraxinus* Sp.) Australian Pine (*Casuarina equisetifolia*) Beach Sheoak (*Casuarina equisetifolia*) Bottlebrush Tree (*Melaleuca quinquenervia*) Brazilian Pepper Tree (*Schinus terebinthifolius*) Camphor Tree (*Cinnamomum camphora*) Carrotwood Tree (*Cupaniopsis anacardiodes*) China Berry (*Melia azedarach*) Chinese Elm (*Ulmus pumila*) Chinese Parasol (*Firmiana simplex*) Chinese Parasol Tree (*Firmiana simplex*) Chinese Pistache (*Pistacia chinensis*) Chinese Tallow (*Triadica sebifera*) Chinese Wisteria (*Wisteria sinensis*) Golden Rain Tree (*Koelreuteria paniculata*) Ligustrum, Privet (*Ligustrum lucidum*, *Ligustrum* sp.) Mimosa Tree (*Albizia julibrissin*) Paper Mulberry (*Broussonetia papyrifera*) Peepul Tree (*Ficus religiosa*) Popinac (*Leucaena leucocephala*) Princess Tree (*Paulownia tomentosa*) Russian, Autumn Olive (*Elaeagnus unbellata*) Salt Cedar (*Tamarix* sp.) Tree of Heaven (*Ailanthus altissima*) True Cedar Tree (*Cedrus* sp.) Vitex (*Vitex agnus-castus*)

Invasive Landscaping Plants and Grasses:

Japanese Honeysuckle (*Lonicera japonica*) Nandina (*Nandina domestica*) Lantana (*Lantana camara*) Bermuda Grass (*Cynodon dactylon*) Buffelgrass (*Cenchrus ciliaris*) Common Reed (*Phragmites australis*) English Ivy (*Hedera helix*) Giant Reed (*Arundo donax*) Bamboo (*Phyllostachys* sp., *Bambusa* sp.) Multiflora rose (*Rosa multiflora*) Rose of Sharon (*Hibiscus syriacus*) Annual Bluegrass (*Poa annua*) Carpet Grass (*Axonopus* sp.) Rye Grass (*Lolium* Sp) Red Fescue (*Festuca rubra*)

Appendix C – Preferred Plant List

Canopy (shade) trees

- Cedar elm (*Ulmus crassifolia*)
- Winged elm (*Ulmus alata*)
- Escarpment live oak (*Quercus fusiformis*)
- Monterey/Mexican white oak (*Quercus polymorpha*)
- Chinquapin oak (*Quercus muehlenbergii*)
- Bur oak (*Quercus macrocarpa*)
- Lacey oak (*Quercus laceyi*)
- Shumard oak (*Quercus shumardii*)
- Post oak (*Quercus stellata*)
- Mexican sycamore (*Platanus mexicana*)
- Live Oak (*Quercus virginiana*)
- Bald Cypress (*Taxodium distichum*)

Understory / small trees

- Texas redbud (*Cercis canadensis* var. *texensis*)
- Mexican redbud (*Cercis canadensis* var. *mexicana*)

- Anacacho orchid tree (*Bauhinia lunarioides*)
- Mexican plum (*Prunus mexicana*)
- Eve's necklace (*Styphnolobium affine*)
- Texas mountain laurel (*Dermatophyllum/Sophora secundiflorum*)
- Yaupon holly, tree form (*Ilex vomitoria*)
- Texas persimmon (*Diospyros texana*)
- Desert willow (*Chilopsis linearis*)
- American Smoketree (*Cotinus obovatus*)

Shrubs

- Agarita (*Mahonia trifoliolata*)
- Dwarf yaupon holly (*Ilex vomitoria* cvs.)
- Cenizo / Texas sage (*Leucophyllum frutescens*)
- Flame acanthus (*Anisacanthus quadrifidus* var. *wrightii*)
- Rock rose (*Pavonia lasiopetala*)
- American beautyberry (*Callicarpa americana*)
- Mountain sage (*Salvia regla*)
- Damianita (*Chrysactinia mexicana*)
- Rusty blackhaw viburnum (*Viburnum rufidulum*)
- Evergreen sumac (*Rhus virens*)
- Turk's cap (*Malvastrum arboreum* var. *drummondii*)

Grasses & groundcovers

- Lindheimer muhly (*Muhlenbergia lindheimeri*)
- Gulf muhly (*Muhlenbergia capillaris*)
- Little bluestem (*Schizachyrium scoparium*)
- Sideoats grama (*Bouteloua curtipendula*)
- Blue grama (*Bouteloua gracilis*)
- Inland sea oats (*Chasmanthium latifolium*)
- Buffalo grass (*Bouteloua dactyloides*) – low-traffic only
- Texas sedge (*Carex texensis*) and other *Carex* spp. (e.g., Berkeley/Meadow sedges)
- Frogfruit (*Phyla incisa/nodiflora*)
- Horseherb (*Calyptocarpus vialis*)
- Bermuda Grass
- Lantana
- Rye Grass

“Parking-lot tough” shortlist

- Trees: Cedar elm; Desert willow; Yaupon (standard or multi-trunk); Eve’s necklace; Mexican plum; Monterey oak, Live Oak, Bald Cypress (good but may drop fruit)
- Shrubs/accents: Cenizo; Damianita; Agarita; Red yucca (*Hesperaloe parviflora*).
- Grasses/groundcovers: Lindheimer or Gulf muhly; Sideoats grama; Frogfruit; Horseherb; Texas sedge.

Prohibited

- Red woods
- Chinese tallow (*Triadica/Sapium sebiferum*)
- Chinese pistache (*Pistacia chinensis*)
- Privet/ligustrum (multiple species)
- Nandina (berrying varieties)
- Vitex (*Vitex agnus-castus*)
- Tree-of-heaven (*Ailanthus altissima*)
- Chinaberry (*Melia azedarach*)
- English ivy (*Hedera helix*)
- Periwinkle (*Vinca major/minor*)
- Running bamboo (*Phyllostachys* spp.)
- Giant reed (*Arundo donax*)
- Kudzu (*Pueraria lobata*)
- Chinese parasol tree (*Firmiana simplex*)
- Bradford/callery pear (*Pyrus calleryana*)
- Salt cedar (*Tamarix* spp.)