

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



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**November 07, 2023**  
**Regular City Council Meeting at 6:30 PM**

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*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.*

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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** - Layla Fehlker and Mark Hernandez, RISE, Red Rock Elementary

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

**3. INVOCATION** - Dale Burke, Police Chaplain

**4. PRESENTATIONS**

4A. Mayor's Report

4B. Council Members' Report

4C. City Manager's Report

**5. WORK SESSIONS/BRIEFINGS - NONE**

**6. STAFF AND BOARD REPORTS - NONE**

**7. CITIZEN COMMENTS**

*At this time, three (3) minute comments will be taken from the audience on any topic. 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](http://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.*

**8. CONSENT AGENDA**

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

8A. Consider action to approve City Council minutes from the October 24, 2023, Regular meeting.

Submitted by: Ann Franklin, City Secretary

8B. Consider action to approve the second reading of Ordinance No. 2023-40 of the Bastrop City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 13 Utilities, adding Article 13.14, establishing regulations for wireless transmission facilities (antenna towers).

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

8C. Consider action to approve Resolution No. R-2023-149 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 and Sixty Nine Thousand and Nine Hundred Ninety-One 00/100 Dollars (\$169,991.00) 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.

Submitted by: Kathy Danielson, Community Engagement Director

8D. Consider action to approve Resolution No. R-2023-150 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 Forty-Nine Thousand and One Hundred and Nine and 00/100 dollars (\$149,109.00). 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.

Submitted by: Kathy Danielson, Community Engagement Director

8E. Consider action to approve Resolution No. R-2023-151 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for operating, marketing, and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of Two Hundred and Eighty-Nine Thousand and One Hundred Seven and 00/100 dollars (\$289,107.00) 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.

Submitted by: Kathy Danielson, Community Engagement Director

8F. Consider action to approve Resolution No. R-2023-165 of the City Council of the City of Bastrop, approving the 2023 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date.

Submitted by Laura Allen, Senior Accountant

## **9. ITEMS FOR INDIVIDUAL CONSIDERATION**

9A. Consider action to approve the first reading of Ordinance No. 2023-41 of the City Council of the City of Bastrop, Texas, authorizing and allowing for (1) an increase in the employee contribution rate to Texas Municipal Retirement System (TMRS); and (2) adopting: (i) annually accruing updated service credits and transfer updated service credits; and (ii) annually accruing annuity increases, also referred to as cost-of-living adjustments (COLAS) for retirees and beneficiaries of deceased retirees, as attached in Exhibit A; providing for findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice, and move to include on the December 12, 2023, agenda for second reading.

Submitted by: Tanya Cantrell, Human Resource Director

9B. Consider action to approve Resolution No. R-2023-163 of the City Council to the City of Bastrop, Texas, approving a contract with Electric Cabs of North America to provide transportation services in the amount not to exceed one hundred thirty thousand four hundred and ten dollars (\$130,410); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Candice Butts, Main Street Manager

- 9C. Consider action to approve the first reading of Ordinance No. 2023-42 of the Bastrop City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 1 General Provisions, Article 1.10 Parks, Section 1.10.002 Park Rules: and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting; and move to include on the December 12, 2023, Council agenda for second reading.

Submitted by: Terry Moore, Recreation Manager

- 9D. Hold public hearing and consider action to approve the second reading of Ordinance No. 2023-35 approving the Reed Ranch Planned Development District, changing the zoning for 24.462 acres out of the Nancy Blakey Survey from P2 Rural to a Planned Development District (PDD) with a P4 Mix base zoning, located at 615 W Highway 71, within the city limits of Bastrop, Texas.

Submitted by: Kennedy Higgins, Planner, Development Services

## **10. EXECUTIVE SESSION**

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding a petition submitted by JMA Entity LLC, for the removal from the City's Extraterritorial Jurisdiction of Tract 1: being a 2.333-acre tract, lot, or parcel of land out of and being a part of the Nancy Blakey Survey, A-98, in Bastrop County, Texas and Tract 2: being a 5.292-acre tract or parcel of land out of and being a part of the Nancy Blakey Survey, A-98, in Bastrop County, Texas.
- 10B. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel and discuss professional engineering contract matters and potential acquisitions of real estate related to the Wastewater Treatment Plant No. 3 Project and other matters.
- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 and 551.072 to seek the advice of legal counsel regarding a potential agreement with Corix, SpaceX, and Gapped Bass LLC related to real property.
- 10D. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding Texas Local Government Code Chapter 42, Subchapters D and E, and matters related to the extraterritorial jurisdiction.
- 10E. City Council shall convene into closed executive session pursuant to Texas Government Code section 551.071 to seek the advice of legal counsel regarding a development agreement for the project known as the Hill located at Hwy 95 and Arena Drive.
- 10F. City Council shall convene into closed executive session pursuant to Section 551.074 to conduct the first annual performance evaluation of the City Manager as described in her employment agreement.

## **11. TAKE ANY NECESSARY OR APPROPRIATE ACTION ON MATTERS POSTED FOR CONSIDERATION**

## **12. ADJOURNMENT**

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

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

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, [www.cityofbastrop.org](http://www.cityofbastrop.org) and said Notice was posted on the following date and time: Thursday, November 2, 2023, at 4:00 p.m. and remained posted for at least two hours after said meeting was convened.

/s/Ann Franklin  
Ann Franklin, City Secretary



# STAFF REPORT

**MEETING DATE:** November 7, 2023

**TITLE:**

Mayor's Report

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** November 7, 2023

**TITLE:**

Council Members' Report

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**POLICY EXPLANATION:**

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

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

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

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



# STAFF REPORT

**MEETING DATE:** November 7, 2023

**TITLE:**

City Manager's Report

**AGENDA ITEM SUBMITTED BY:**

Submitted by: Sylvia Carrillo, City Manager

**POLICY EXPLANATION:**

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

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

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

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





# STAFF REPORT

**MEETING DATE:** November 7, 2023

**TITLE:**

Consider action to approve City Council minutes from the October 24, 2023, Regular meeting.

**AGENDA ITEM SUBMITTED BY:**

Ann Franklin, City Secretary

**BACKGROUND/HISTORY:**

N/A

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Consider action to approve City Council minutes from the October 24, 2023, Regular meeting.

**ATTACHMENTS:**

- October 24, 2023, DRAFT Regular Meeting Minutes.



## OCTOBER 24, 2023

The Bastrop City Council met in a regular meeting on Tuesday, October 24, 2023, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were: Mayor Nelson and Mayor Pro Tem Kirkland and Council Members Lee, Meyer, Plunkett, and Crouch. Officers present were: City Manager, Sylvia Carrillo; City Secretary, Ann Franklin; and City Attorney, Alan Bojorquez.

**CALL TO ORDER**

Mayor Nelson called the meeting to order at 6:30 p.m. with a quorum present.

**PLEDGE OF ALLEGIANCE**

Nevaya Espino and Gael Hernandez, PALS, Lost Pines Elementary, led the pledges.

**INVOCATION**

Reggie Griddine, Police Chaplain, gave the invocation.

**PRESENTATIONS**

4A. Mayor's Report

4B. Council Members' Report

**STAFF AND BOARD REPORTS**

6A. Receive presentation on the Monthly City Manager Report.  
**The presentation was made by Sylvia Carrillo, ICMA-CM, CPM, City Manager.**

**PRESENTATIONS CONTINUED**

4C. A proclamation in which the Bastrop City Council and the Bastrop County Commissioners Court join together to honor Veterans Day.  
Ann Franklin, City Secretary  
**The presentation was made by Mayor Nelson.**

4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing November 3, 2023, as Texas Arbor Day.  
Ann Franklin, City Secretary  
**The presentation was made by Mayor Nelson and received by Curtis Hancock, Director of Public Works; Thomas Martinez, Parks; and Terry Moore, Community Engagement.**

**WORK SESSIONS/BRIEFINGS-NONE****CITIZEN COMMENTS - NONE****CONSENT AGENDA**

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

- 8A. Consider action to approve City Council minutes from the October 10, 2023, Regular meeting.  
Submitted by: Ann Franklin, City Secretary
- 8B. Consider action to approve the second reading of Ordinance No. 2023-39 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2024 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 an effective date.  
Submitted by: Laura Allen, Senior Accountant
- 8C. Consider action to approve Resolution No. R-2023-158 of the City Council of the City of Bastrop, Texas, approving the receipt of a grant from the Office of the Governor (OOG) for Rifle Resistant body armor plates at a total cost of nineteen thousand, one hundred dollars and zero cents (\$19,100.00); with no matching funds from the City of Bastrop; authorizing the Chief of Police as the grants authorizing official; providing for a severability clause; and establishing an effective date.  
Submitted by: Vicky Steffanic, Chief of Police
- 8D. Consider action to approve Resolution No. R-2023-159 of the City Council of the City of Bastrop, Texas approving the closure of Chestnut Street for the Lost Pines Christmas parade; providing for a repealing clause; and providing for an effective date.  
Submitted by: Kathy Danielson, Community Engagement Director
- 8E. Consider action to approve Resolution No. R-2023-160 of the City Council of the City of Bastrop, Texas, Approving an agreement for automatic aid assistance between the City of Bastrop and Bastrop County Emergency Services District No. 2; attached as exhibit A; and authorizing the City Manager to execute all necessary documents; and establishing an effective date.  
Submitted by: Andres Rosales, Fire Chief

#### ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve \$25,000 in Hotel Occupancy Funds to Festival de la Cultura, a 501c3 organization, for a Hispanic Festival on April 27, 2024, in Mayfest Park.  
Submitted by: Sylvia Carrillo, ICMA-CM, CPM, City Manager  
**Presentation was made by Sylvia Carrillo, ICMA-CM, CPM, City Manager.**

**A motion was made by Council Member Meyer to approve \$25,000 in Hotel Occupancy Funds to Festival de la Cultura, a 501c3 organization, for a Hispanic Festival on April 27, 2024, in Mayfest Park, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.**

- 9B. Consider action to approve the first reading of Ordinance No. 2023-40 of the Bastrop City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 13 Utilities, adding Article 13.14, establishing regulations for wireless transmission facilities (antenna towers); and move to include on the November 7, 2023, Council agenda for second reading.

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

**Presentation was made by Sylvia Carrillo, ICMA-CM, CPM, City Manager.**

**A motion was made by Council Member Plunkett to approve the first reading of Ordinance No. 2023-40 and move to include on the November 7, 2023, Council agenda for second reading, seconded by Mayor Pro Tem Kirkland, motion was approved on a 5-0 vote.**

- 9C. Consider action to approve Resolution No. R-2023-161 of the City Council of the City of Bastrop, Texas, approving an Interlocal Agreement to support 9-1-1 Geographic Information System Database Management with Bastrop County, including addressing and boundary updates, as attached in Exhibit A, authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

Submitted by: Robert Barron, GIS Analyst

**Presentation was made by Robert Barron, GIS Analyst.**

**A motion was made by Council Member Crouch to approve Resolution No. R-2023-161, seconded by Council Member Lee, motion was approved on a 5-0 vote.**

## EXECUTIVE SESSION

**The City Council met at 7:14 p.m. in a closed/executive session pursuant to the Texas Government Code, Chapter 551, et seq, to discuss the following:**

- 10A. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel and discuss professional engineering contract matters and potential acquisitions of real estate related to the Wastewater Treatment Plant No. 3 Project and other matters.
- 10B. City Council shall convene into closed executive session pursuant to Section 551.074 to conduct the first annual performance evaluation of the City Manager as described in her employment agreement.
- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel regarding Real Estate Acquisition matters and Eminent Domain as relates to public infrastructure projects.
- 10D. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel and discuss professional engineering contract matters and potential acquisitions of real estate related to the Water Treatment and other matters.

- 10E. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.074 to discuss procedures for legal projects.
- 10F. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel regarding the procurement of real estate relating to the Lost Pines Arts Center.
- 10G. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel regarding the procurement of real estate relating to 117 Old Austin Highway, 101 Grady Tuck Lane and Adell Powell Subdivision Lot 3.

**Mayor Nelson recessed the Executive Session at 9:16 p.m.**

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

- 10C. City Council shall convene into closed executive session pursuant to Texas Government Code sections 551.071 and 551.072 to seek the advice of legal counsel regarding Real Estate Acquisition matters and Eminent Domain as relates to public infrastructure projects.  
**A motion was made by Council Member Lee to approve Resolution No. R-2023-162, seconded by Council Member Crouch, motion was approved on a 5-0 vote.**

**Adjourned at 9:17 p.m. without objection.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
Mayor Lyle Nelson

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

**The Minutes were approved on November 7, 2023, by Council Member Name’s motion, Council Member Name’s second. The motion was approved on a 5-0 vote.**



# STAFF REPORT

**MEETING DATE:** November 7, 2023

**TITLE:**

Consider action to approve the second reading of Ordinance No. 2023-40 of the Bastrop City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 13 Utilities, adding Article 13.14, establishing regulations for wireless transmission facilities (antenna towers).

**AGENDA ITEM SUBMITTED BY:**

Sylvia Carrillo, ICMA-CM, CPM, City Manager

**BACKGROUND/HISTORY:**

The City recognizes that wireless communication facilities are an important aspect of daily life and business.

Our existing development code is silent on the issue. This agenda item seeks to include the information in the code and also address areas where it would not be a compatible land use.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

Approve the amendment as presented.

**ATTACHMENTS:**

1. Ordinance
2. Proposed Text Amendment

C

Draft "B"

Nov. 2, 2023

CITY OF BASTROP, TX

ORDINANCE NO. 2023-40

**WIRELESS TRANSMISSION FACILITIES**

**AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 13 UTILITIES, ADDING ARTICLE 13.14, ESTABLISHING REGULATIONS FOR WIRELESS TRANSMISSION FACILITIES (ANTENNA TOWERS); AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING**

**WHEREAS,** pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop (City Council) has general authority to adopt an Ordinance 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,** there is a growing need and demand for wireless communication services; and

**WHEREAS,** the City Council seeks to promote the health, safety, and general welfare of the public by regulating the siting of wireless communication facilities; and

**WHEREAS,** the City Council finds that establishing regulations and standards for location, structural integrity, and compatibility of wireless transmission facilities will minimize the impacts of wireless communication facilities on surrounding areas; and

**WHEREAS,** the City Council seeks to respond to the policies embodied in the Telecommunications Act of 1996 in such a manner as not to unreasonably discriminate between providers or to prohibit or have the effect of prohibiting personal wireless service in the City; and

**WHEREAS,** pursuant to Texas Local Government Code Chapters 51, 211, 214, and 217 and the Telecommunications Act of 1996, the City Council has the authority to establish regulations and standards for location, structural integrity, and compatibility of wireless transmission facilities; and

**WHEREAS,** pursuant to Section 3.14 of the City of Bastrop Charter, the City Council may adopt ordinances to regulate land use and development; and

**WHEREAS,** the City Council has determined that it is necessary and proper for the good government, peace, or order of the City of Bastrop to adopt an ordinance establishing regulations for wireless transmission facilities; and

City Atty Alan B.

Draft "B"

Nov. 2, 2023

**WHEREAS**, the City Council finds the attached amendments reasonable and necessary.

**NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bastrop, Texas:**

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

**Section 2. Amendment: Article 13.14– Wireless Transmission Facilities** of the City of Bastrop Code of Ordinances is hereby amended, and after such amendment, shall read in accordance with *Attachment "A"*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as shown in each of the attachments.

**Section 3. Repealer:** To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated.

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

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

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

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



City Atty Alan B.

Draft "B"

Nov. 2, 2023

**READ & ACKNOWLEDGED on First Reading** by the City Council of the City of Bastrop, on this, the 24<sup>th</sup> day of October, 2023.

**PASSED & APPROVED on Second Reading** by the City Council of the City of Bastrop, on this, the 7<sup>th</sup> day of November, 2023.

**APPROVED:**

by: \_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

DRAFT

City Atty Alan B.

Draft "B"

Nov. 2, 2023

Attachment "A"

**City of Bastrop**

**Code of Ordinances Chapter 13**

**ARTICLE 13.14 – Wireless Transmission Facilities**

**SEC. 13.14.001 – Popular Name.**

This Chapter shall be commonly cited as the "Wireless Transmission Facilities ("WTF") Ordinance."

**SEC. 13.14.002 – Purpose & Intent.**

The purpose and intent of this Chapter is to:

- a) Promote the health, safety, and general welfare of the public by regulating the siting of wireless communication facilities; and
- b) Minimize the impacts of wireless communication facilities on surrounding areas by establishing standards for location, structural integrity, and compatibility; and
- c) Encourage the location and collocation of wireless communication equipment on existing structures thereby minimizing new visual, aesthetic, and public safety impacts, effects upon the natural environment and wildlife, and to reduce the need for additional antenna-supporting structures; and
- d) Accommodate the growing need and demand for wireless communication services; and
- e) Encourage coordination between suppliers of wireless communication services in the City; and
- f) Respond to the policies embodied in the Telecommunications Act of 1996 in such a manner as not to unreasonably discriminate between providers of functionally equivalent personal wireless service or to prohibit or have the effect of prohibiting personal wireless service in the City; and
- g) Establish predictable and balanced codes governing the construction and location of wireless communications facilities, within the confines of permissible local codes; and
- h) Establish review procedures to ensure that applications for wireless communications facilities are reviewed and acted upon within a reasonable period of time; and
- i) Protection of the unique natural beauty and small-town character of the City while meeting the needs of its citizens to enjoy the benefits of wireless communications services.

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**SEC. 13.14.003 – Scope**

This Chapter shall apply to all property within the incorporated municipal boundaries (i.e., "city limits").

**SEC. 13.14.004 – Definitions**General

Words and phrases used in this Chapter shall have the meanings set forth in this section. Terms that are not defined below, but are defined elsewhere in the Code of Ordinances, shall be given the meanings set forth in the Code of Ordinances. Words and phrases not defined in the Code of Ordinance shall be given their common, ordinary meaning unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense shall include the future tense; words in the plural number shall include the singular number (and vice versa); and words in the masculine gender shall include the feminine gender (and vice versa). The word "shall" is always mandatory, while the word "may" is merely directory. Headings and captions are for reference purposes only.

Specific

**Ancillary Structures:** forms of development associated with a wireless communications facility, including but not limited to foundations, concrete slabs on grade, guy wire anchors, generators, and transmission cable supports; however, specifically excluding equipment enclosures.

**Anti-Climbing Device:** a piece or pieces of equipment which are either attached to antenna-supporting structure, or which are free-standing and are designed to prevent people from climbing the structure. These devices may include but are not limited to fine mesh wrap around structure legs, "squirrel-cones", the removal of climbing pegs on monopole structures, or other approved devices, but excluding the use of barbed wire.

**Antenna:** any apparatus designed for the transmitting and/or receiving of electromagnetic waves that includes but is not limited to telephonic, radio or television communications. Types of antennas include, but are not limited to, omni-directional (whip) antennas, sectorized (panel) antennas, multi or single bay (AM/FM/TV/DTV), yagi, or parabolic (dish) antennas.

**Antenna Array:** a single or group of antennas and their associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or mounting support.

**Antenna-Supporting Structure:** a vertical projection composed of metal, or other substance, with or without a foundation that is for the express purpose of accommodating antennas at a desired height above grade. Antenna-supporting structures do not include any device used to attach antennas to an existing building unless the device extends above the highest point of the building by more than ten (10) feet.

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**Attached Wireless Transmission Facility (Attached WTF):** a WTF that is attached to a Monopole, Self-Enclosed Monopole, building, or other permanent structure with any accompanying pole or device that attaches it to the building, transmission cables, and an equipment enclosure, which may be located either inside or outside of the existing building. An attached wireless communications facility is considered to be an accessory use to the existing principal use on a site.

**Breakpoint Technology:** the engineering design of a Monopole wherein a specified point on the Monopole is designed to have stresses at least five percent (5%) greater than any other point along the Monopole, including the anchor bolts and baseplate, so that in the event of a weather-induced failure of the Monopole, the failure will occur at the breakpoint rather than at the baseplate or any other point on the Monopole.

**City:** The City of Bastrop, an incorporated municipality located in Bastrop County, Texas. Unless otherwise stated, the term includes both the city limits and the ETJ.

**City Manager:** The City's chief administrative officer, as appointed by the City Council. The term also includes the Assistant City Manager, or the City Manager's designee.

**Collocation:** the locating of wireless communications equipment (antenna) from more than one provider on a single mount or support structure. The term collocation shall not be applied to a situation where two or more wireless communications service providers independently place equipment on an existing building.

**Combined Antenna or Combining:** an antenna or an array of antennas designed and utilized to provide services for more than one carrier, for the same type of services.

**Development Area:** the area occupied by a WTF including areas inside or under the following: an antenna-supporting structure's framework, equipment enclosures, ancillary structures, and access ways.

**Equipment Enclosure:** any structure above the base flood elevation including: cabinets, shelters, pedestals, and other similar structures. Equipment enclosures are used exclusively to contain radio or other equipment necessary for the transmission or reception of wireless communication signals and not for the storage of equipment nor as habitable space.

**FAA:** the Federal Aviation Administration, or successor agency.

**FCC:** the Federal Communications Commission, or successor agency.

**Guyed:** a style of antenna-supporting structure consisting of a single truss assembly composed of sections with bracing incorporated. The sections are attached to each other, and the assembly is attached to a foundation and supported by a series of guy wires that are connected to anchors placed in the ground or on a building.

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**Geographic Search Area:** an area designated by a provider or operator for a new base station facility, produced in accordance with generally accepted principles of wireless engineering.

**Lattice:** a tapered style of antenna-supporting structure that consists of vertical and horizontal supports with multiple legs and cross-bracing, and metal crossed strips or bars to support antennas.

**Monopole:** a WTF constructed as a free-standing structure which consists of a single vertical pole usually composed of two or more hollow sections that are fixed into the ground and/or attached to a foundation without the use of guy wires or other stabilization devices containing one or more externally mounted antennas and associated equipment.

**Personal Wireless Service:** commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined in the Telecommunications Act of 1996.

**Public Antenna-Supporting Structure:** an antenna-supporting structure, appurtenances, equipment enclosures, and all associated ancillary structures used by a public body or public utility for the purposes of transmission and/or reception of wireless communication signals associated with but not limited to: public education, parks and recreation, fire and police protection, public works, and general government.

**Radio Frequency Emissions:** any electromagnetic radiation or other communications signal emitted from an antenna or antenna-related equipment on the ground, antenna-supporting structure, building, or other vertical projection.

**Repair:** the maintenance of or the return to a state of utility of a building, object, site, or structure.

**Replacement:** the construction of a new antenna-supporting structure built to replace an existing antenna-supporting structure.

**Routine Maintenance:** Day-to-day operational activities to keep the facility operating, such as replacement and repair work on the facilities and includes preventative maintenance.

**Satellite Earth Station:** a single or group of satellite parabolic (or dish) antennas. These dishes are mounted to a supporting device that may be a pole or truss assembly attached to a foundation in the ground, or in some other configuration. A satellite earth station may include the associated separate equipment enclosures necessary for the transmission or reception of wireless communications signals with satellites.

**Self-Enclosed Monopole:** a WTF constructed as a free-standing structure that consists of a single vertical pole, fixed into the ground and/or attached to a foundation with no guy wires containing one or more antennas and associated equipment no larger than thirty-six (36) inches in diameter at any given point with no externally mounted or visible antennae.

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**State of the Art:** existing technology where the level of facilities, technical performance, capacity, equipment, components, and service are equal to that developed and demonstrated to be more technologically advanced than generally available for comparable service in the State of Texas. (type accepted by the FCC)

**Stealth Wireless Transmission Facility (Stealth WTF):** a WTF, that is screened, disguised, concealed, or otherwise camouflaged as a natural structure, structure or part of a structure such that the WTF is indistinguishable, not readily visible or identifiable as such from other natural structures, structures or the structure that it is attached to or within and is designed to be aesthetically compatible with existing and proposed uses on a site. A Stealth WTF may have a secondary function, including, but not limited to the following: church steeple, bell tower, spire, clock tower, cupola, light standard, flagpole with a flag, or tree.

**Temporary Wireless Transmission Facility (Temporary WCF):** a Wireless Transmission Facility that is portable, self-contained, and designed for use on a non-permanent basis.

**Wireless Communications:** any personal wireless service, which includes but is not limited to, cellular, personal communication services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), unlicensed spectrum services utilizing Part 15 devices (i.e. wireless internet services) and paging.

**Wireless Transmission Facility (WTF):** any staffed or unstaffed facility for transmitting or receiving television, am/fm radio, digital, microwave cellular, telephone or similar forms of electronic communication and usually consisting of an antenna or group of antennas, transmission cables, associated equipment and enclosures, and may include an antenna-supporting structure. The following developments shall be considered as a Wireless Communication Facility: developments containing new or existing antenna-supporting structures, public antenna-supporting structures, replacement antenna-supporting structures, collocations on existing antenna-supporting structures, attached wireless communications facilities, stealth wireless communication facilities, and temporary wireless communications facilities.

#### **SEC. 13.14.005 – WTF General Standards**

All WTFs shall comply with the following standards:

#### **SEC. 13.14.006 – Siting of a WTF**

Siting of a WTF (as herein defined) shall be in accordance with the following siting alternatives hierarchy (in preferred order):

- (a) Attached WTF;
- (b) Stealth WTF;
- (c) Replacement of Existing Antenna Support Structure;
- (d) Collocation on Existing Antenna Supporting Structure;
- (e) New Antenna Support Structure;

The order of ranking, from highest to lowest, shall be a, b, c, d, and e. Where a lower ranked alternative is proposed, the applicant must file an affidavit demonstrating that despite diligent efforts to adhere to the established hierarchy within the Geographic Search Area, as determined by a qualified radio frequency engineer, higher ranked options are not feasible.

#### **SEC. 13.14.007 – Location Prioritization**

The City shall prioritize proposed locations in zoning districts within the City using the siting hierarchy provided above for new WTFs in the following order:

- (a) Attached to an existing WTF in a non-residential zoning district (collocation).
- (b) Attached to a public structure in a non-residential zoning district.
- (c) Attached as a Stealth WTF to an existing building or structure in a non-residential zoning district.
- (d) Attached to an existing building or structure in a non-residential zoning district.
- (e) Located as a free-standing Stealth WTF in a permitted non-residential zoning district.
- (f) Located as a Self-Enclosed Monopole in a permitted non-residential zoning district.
- (g) Located as a Monopole in a permitted non-residential zoning district.
- (h) Attached as a Stealth WTF to an existing non-residential building or structure in a residential zoning district.

#### **SEC. 13.14.008 – Applicability**

- (a) *Covered Structures*. Except as provided for in subsection (b) below, this section shall apply to development activities including installation, construction, or modification to the following wireless communications facilities:
  - (1) Existing antenna-supporting structures; and
  - (2) Proposed antenna-supporting structures; and
  - (3) Public antenna-supporting structures; and
  - (4) Replacement of existing antenna-supporting structures; and
  - (5) Collocation on existing antenna-supporting structures; and
  - (6) Attached wireless communications facilities; and
  - (7) Stealth wireless communications facilities; and
  - (8) Temporary wireless communications facilities.
- (b) *Exempt Structures*. The following items are exempt from the provisions of this Chapter, notwithstanding any other provisions contained in the zoning ordinance of the City:

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- (1) Non-Commercial, amateur, ham radio or citizen's band radio antennas supporting structures, antenna or antenna arrays which are less than forty (40) feet in height in residential zoning districts and less than sixty-five (65) feet in height in all other zoning districts and high-speed (broad band) internet antennas; however, any person constructing an antenna support structure, antenna, or antenna arrays less than the heights enumerated above shall, upon request from the City Manager, provide evidence of a valid FCC amateur license for operation of an amateur facility; and
- (2) Satellite earth stations that are one (1) meter (39.37 inches) or less in diameter in residential zoning districts and two (2) meters or less in all other zoning districts and which are not greater than twenty (20) feet above grade in residential zoning districts and thirty-five (35) feet above grade in all other zoning districts; and
- (3) Regular maintenance of any existing WTF that does not include the addition of, or the placement of, any new WTF; and
- (4) Any existing or proposed antenna-supporting structure, antenna or antenna arrays with an overall height of twenty (20) feet or less in residential zoning districts and thirty-five (35) feet or less above ground level in all other zoning districts; and
- (5) A government-owned WTF, upon the declaration of a state of emergency by federal, state, or local government, and a written determination of public necessity by the City Manager; except that such facility must comply with all federal and state requirements. No WTF shall be exempt from the provisions of this division beyond the duration of the state of emergency; and
- (6) Antenna supporting structures, antennas and/or antenna arrays for transmission facilities that are licensed by the Federal Communications Commission; and
- (7) Facilities exempt under subsections (1) and (2) above shall be limited to only one (1) amateur antenna and support structure per residential lot, and a maximum of two (2) satellite dishes per residential lot, provided neither unit is larger than one (1) meter (39.37 inches) in diameter.

#### **SEC. 13.14.009 – Historic Regulations**

Any application to locate a WTF in an historic district or on a building, area, or structure that is listed on an historic register shall be subject to review and approval by the Historic Landmark Commission.

#### **SEC. 13.14.010 – Combined with other Uses**

Except as provided in subsection 3.1.7. below, a WTF is permitted on a lot with an existing use.



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#### **SEC. 13.14.011 – Combination with Nonconforming Buildings, Uses, and Land**

A WTF is permitted on a nonconforming building, on a lot with an existing nonconforming use, or in combination with a nonconforming use of land, provided that the WTF shall cease to operate if and when the provisions in this Code require that the nonconforming building, structure, use or use of land be removed, if the nonconforming use is not able to be brought into compliance with the required provisions of this Code.

#### **SEC. 13.14.012 – Prohibited Combination**

A WTF is prohibited on billboard signs (aka, "off-premises" signs).

#### **SEC. 13.14.013 – Signage**

Advertising is prohibited anywhere on a WTF, with the exception of the minimum signage as required by the Federal Communications Commission (FCC) regulations or necessary for the operation of a WTF.

#### **SEC. 13.14.014 – Identification Sign**

An identification sign for each service provider responsible for the operation and maintenance of a WTF at the site, not larger than two square feet, shall be posted at a location from which it can be easily read from outside the perimeter of the WTF, and shall provide the name, address, and emergency number of the responsible service provider.

#### **SEC. 13.14.015 – Noise**

Equipment located at the base of a WTF shall not generate noise in excess of seventy-five (75) decibels (db) at the property line.

#### **SEC. 13.14.016 – Automation**

Except as provided in subsection 3.1.12. below and during construction or an emergency, a WTF shall be fully automated and unattended on a daily basis, and shall be visited only for periodic and necessary maintenance.

#### **SEC. 13.14.017 – Maintenance & Repair**

All WTFs and associated equipment shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any person. Routine testing and maintenance shall be limited to weekdays between 8:30 a.m. and 4:30 p.m. Emergency repairs shall be allowed at all times.

#### **SEC. 13.14.018 – Removal**

Any WTF that is not operated for a continuous period of six (6) months shall be considered abandoned and shall be removed within sixty (60) days of receipt of notice from the City of such abandonment. Each property owner and person in control of the

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site is responsible for removal, jointly and severally. If such facility is not removed within said sixty (60) days, the City may remove such facility at their expense. If there are two or more users of a single WTF, then this provision shall not become effective until all users cease operations on the facility housing the users.

**SEC. 13.14.019 – Improvement & Replacement**

An existing WTF may be improved or replaced with a new WTF provided the improvements or replacement comply with the provisions of this Chapter.

**SEC. 13.14.020 – Violations**

In addition to any other relief provided by this Section 2.00, the City may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this Section and other available relief.

**SEC. 13.14.021 – Uses by Zoning Districts:**

WTFs shall be allowed in accordance with the table below:

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Zoning District	New Facility	Replacement of Existing Antenna Support Structure	Attached WTF		Stealth WTF	Monopole	Self Enclosed Monopole
Planned Development Districts	P	P	P		P	P	P
Employment Center	NP	P	P		NP	NP	NP
P1 Nature	P	P	P		P	P	P
P2 Rural	P	P	P		P	P	P
P3 Neighborhood	NP	NP	NP		NP	NP	NP
P4 Mix	NP	NP	NP		NP	NP	NP
P5 Core	NP	NP	NP		NP	NP	NP

P: Permitted; NP: Not Permitted.

The extent to which WTFs are allowed in a particular Planned Development Districts (if at all) shall be addressed in the PDD ordinance.

**SEC. 13.14.022 – New Antenna Supporting Structures Development Standards;  
New Antenna Supporting Structures Approval Criteria**

Approval criteria for new antenna-supporting structures includes:

(1) Setbacks

Any new antenna-supporting structures, equipment enclosures, and ancillary structures shall meet the minimum setback requirements for the zoning district where they are located, except that where the minimum setback distance for an antenna supporting structure from any property line or public right-of-way is less than the height of the proposed antenna-supporting structure, the minimum setback distance shall be increased to equal the height of the proposed antenna supporting structure, unless the antenna-supporting structure has been constructed using "breakpoint" design technology, in which case the minimum setback distance shall be equal to 110% of the distance from the top of the structure to the "breakpoint" level of the structure, plus the minimum setback for that zoning district.

For example, on a 100-foot-tall monopole with a "breakpoint" at 80 feet, the minimum setback distance would be 22 feet (110%) of 20 feet, the distance from the top of the monopole to the "breakpoint", plus the minimum setback for that zoning district. However, in all instances, the minimum setback distance from the setback line of any residentially zoned property, with an inhabited residence or proposed residences, shall be at least 200% of the height of the entire proposed structure. Certification by a licensed Texas professional engineer of the "breakpoint" design and the design's fall radius must be provided together with the other information required herein from an applicant.

(2) Height

The overall height of any antenna-supporting structure, antenna, and/or antenna array shall not be greater than one-hundred and twenty (120) feet. Height for all purposes in this Section shall mean the linear distance from the ground to the highest physical point on the WTF. The maximum height of associated equipment located at the base of a Monopole or Self-Enclosed Monopole shall be no more than ten (10) feet.

(3) Construction

New antenna-supporting structures shall have a monopole type construction only and shall not be guyed or have a lattice type construction.

(4) Structural Integrity

- A. The entire antenna-supporting structure and all appurtenances shall be designed pursuant to the wind speed design requirements of ASCE 7-95, including any subsequent modification to those specifications; and
- B. The new antenna-supporting structure shall be designed to accommodate the maximum amount of wireless communications equipment, including that of other wireless communication service providers. The exact amount of potential additional equipment to be accommodated shall be agreed upon

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during a pre-application conference and recorded in the Letter of Understanding resulting from the conference. In all agreements reached, a new antenna-supporting structure between 80 and 120 feet in height shall, at a minimum, accommodate three (3) collocated facilities; and a new antenna supporting structure between 40 and 80 feet in height shall, at a minimum, accommodate two (2) collocated facilities.

(5) Lighting

Any facility shall be illuminated in accordance with FAA requirements to provide aircraft obstruction lighting, where required. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute (i.e. the longest duration between flashes) allowable by the FAA. No strobes or other lighting shall be permitted unless required by the FAA. Security lighting around the equipment shelter is permitted provided it is not visible from neighboring properties. Lighting for maintenance purposes is permitted, provided the lights are not used at any other time.

(6) Collocation Feasibility

- A. No antenna-supporting structure shall be permitted unless the applicant demonstrates that no existing WTF can accommodate the applicant's proposed facility; or that use of such existing facilities would prohibit personal wireless services in the area of the City to be served by the proposed antenna-supporting structure. Service providers shall allow the collocation of Attached WTFs by competing service providers.
- B. Evidence submitted to demonstrate that no existing WTF could accommodate the applicant's proposed facility may consist of any of the following:
1. No existing WTF located within the geographic area meet the applicant's engineering requirements.
  2. Existing WTF are not of sufficient height to meet the applicant's engineering requirements and cannot be increased in height not to exceed 120 feet.
  3. Existing WTFs do not have sufficient structural strength to support the applicant's proposed WTF and related equipment, and the existing facility cannot be structurally improved.
  4. The applicant demonstrates that there are other limiting factors that render existing WTFs unsuitable.

(7) Color

New antenna-supporting structures shall maintain a galvanized non-contrasting gray, beige, or similar neutral color finish or other accepted contextual or compatible color minimizing its visibility, unless otherwise required by the FCC or FAA.

(8) Radio Frequency Emissions/Noise

The radio frequency emissions shall comply with FCC standards for such emissions on an individual and cumulative basis with any adjacent facilities. The applicant shall certify that any and all new services shall cause no harmful

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interference to any existing City of Bastrop Public Safety Communications equipment. Any equipment which produces noise shall be sited and/or insulated in such a fashion as to minimize the audio impact on adjacent property, and shall not exceed sixty (60) decibels (60 db) when measured from the nearest property line to such equipment.

- (9) Security  
Applicants shall provide for a fence or wall around the proposed facility that meets the fencing requirements of this Code. Alternative equivalent screening may be approved through the site plan approval process provided in this Code. Any security lighting for on-ground facilities and equipment shall be in compliance with lighting requirements in this Section and this Code and shall minimize the potential attraction to migratory birds.
- (10) Landscaping  
Landscaping and buffering shall be required around the perimeter of the WTF, as required by this Section and this Code except that the City Council may waive the required landscaping otherwise required under this Section on one or more sides of the WTF or allow the placement of required landscaping elsewhere on the property when the required landscape area is located adjacent to undevelopable lands or lands not in public view. Alternative landscaping may be approved by the City Council. Landscaping shall be installed on the outside of the perimeter fence or wall. Existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute for or in supplement towards meeting the landscaping requirements, subject to approval by the City Council. Landscaping shall be placed in a manner so as to maximize the screening between residential areas and the WTF and minimize the view of the facility from any residential areas and public roads and rights-of-way.
- (11) Signage  
The only signage that is permitted upon an antenna-supporting structure, equipment enclosures, or fence (if applicable) shall be informational, and for the purpose of identifying the antenna-supporting structure, as well as the party responsible for the operation and maintenance of the facility, its current address and telephone number, security or safety signs, and property manager signs (if applicable). No advertising signs are allowed. If more than two hundred twenty (220) voltage is necessary for the operation of the facility and is present in a ground grid or in the tower, signs located every twenty (20) feet and attached to the fence or wall shall display in large, bold, high contrast letters (minimum height of each letter: four (4) inches) the following: "HIGH VOLTAGE - DANGER."
- (12) Hazardous waste  
No hazardous waste shall be discharged on the site of any Monopole or Self-Enclosed Monopole. If any hazardous materials are to be used on site, there shall be provisions for full containment of such materials. An enclosed containment area shall be provided with a sealed floor, designed to contain at least one hundred percent (100%) of the volume of the hazardous materials stored or used on the site.

(13) Adverse Effects on Adjacent Properties

- A. New antenna-supporting structures shall be configured and located in a manner that shall minimize adverse effects including visual impacts on adjacent properties. The applicant shall demonstrate that alternative locations, configurations, and facility types have been examined and shall address in narrative and graphic form the feasibility of any alternatives that may have fewer adverse effects on adjacent properties than the facility, configuration, and location proposed.
- B. The following attributes shall be considered from vantage points at adjacent properties, roadways, and occupied structures:
  1. Height and location; and
  2. Mass and scale; and
  3. Materials and color; and
  4. Illumination; and
  5. Existing and proposed vegetation and intervening structures; and
  6. Overall aesthetics of the proposed structure.

**SEC. 13.14.023 – New Antenna Supporting Structures Application Submittal Requirements**

Submittal requirements for new antenna-supporting structure applications shall include:

- (1) A completed application form and any appropriate fees; and
- (2) Ten (10) sets (24" x 36") of signed and sealed site plans, including tower elevations, and landscape plans if required, preliminary grading plans may be included on site plans or separately submitted in equal quantities; and
- (3) A warranty deed or a tax bill showing the ownership of the subject parcel; and
- (4) A letter of agency, if the person filing the application is not the owner; and
- (5) A form indicating that a property and/or antenna-supporting structure's owner's agent has authorization to act upon their behalf (if applicable); and
- (6) A signed statement from the antenna-supporting structure's owner or owner's agent and the applicant stating that the radio frequency emissions comply with FCC standards for such emissions certifying that both individually and cumulatively with any other facilities located on or immediately adjacent to the proposed facility; and
- (7) Proof of FCC authority to transmit and/or receive radio signals in the City; and
- (8) Prior to issuance of a building permit, a stamped or sealed structural analysis of the proposed antenna-supporting structure prepared by a licensed Texas engineer indicating the proposed and future loading capacity of the antenna-supporting structure; and
- (9) One (1) original and two (2) copies of a survey of the property completed by a licensed Texas engineer or surveyor which shows all existing uses, structures, and improvements; and

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- (10) A landscape plan in accordance with the provisions of this Section and this Code; and
- (11) Photo-simulated post-construction renderings of the proposed antenna-supporting structure, equipment enclosures, and ancillary structures as they would look after construction from locations to be determined during the pre-application conference (but shall, at a minimum include renderings from the vantage point of any adjacent roadways and occupied or proposed non-residential or -residential structures), as well as photo-simulations of the antenna supporting structure after it has been fully developed with antenna structures (applicant may assume for the purpose of the simulation that other antenna structures on the facility will resemble their proposed structure in size and design), proposed exterior paint and stain samples for any items to be painted or stained, exterior building material and roof samples (all mounted on color board no larger than 11" by 17" indicating Light Reflectance Values (LRV); and
- (12) Prior to issuance of a building permit, proof of FAA compliance with Subpart C of the Federal Aviation Regulations Part 77, Objects Affecting Navigable Airspace; and
- (13) A signed statement from the antenna-supporting structure owner agreeing to allow the collocation of other wireless equipment on the proposed antenna-supporting structure; and
- (14) If required by the United States Fish and Wildlife Service, a letter indicating that the proposed antenna-supporting structure and appurtenances are in compliance with all applicable federal rules and regulations; and
- (15) All other documentation, evidence, or materials necessary to demonstrate compliance with the applicable approval criteria set forth in this chapter, including where applicable:
  - A. existing WTFs to which the proposed facility will be a handoff candidate, including latitude, longitude, and power levels of each; and
  - B. a radio frequency plot indicating the coverage of existing wireless communications sites, and that of the proposed site sufficient to demonstrate radio frequency search area, coverage prediction, and design radius, together with a certification from the applicant's radiofrequency engineer that the proposed facility's coverage or capacity potential cannot be achieved by any higher ranked alternative such as a stealth facility, attached facility, replacement facility, collocation, or new antenna supporting structure; and
  - C. a statement that the proposed facility conforms with State of the Art, as defined herein, or alternatively, that State of the Art technology is unsuitable for the proposed facility (costs of State of the Art technology that exceed facility development costs shall not be presumed to render the technology unsuitable); and
  - D. prior to issuance of a building permit, a statement by a licensed professional engineer specifying the design structural failure modes of the proposed facility, unless prefabricated antenna towers with manufacture's specifications are being used; and
  - E. antenna heights and power levels of the proposed facility and all other facilities on the subject property; and
  - F. a statement from the applicant that demonstrates that alternative locations, configurations, and facility types have been examined; and addresses in

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narrative form the feasibility of any alternatives that may have fewer adverse effects on adjacent properties than the facility, configuration, and location proposed including but not limited to:

- 1) Height; and
- 2) Mass and scale; and
- 3) Materials and color; and
- 4) Illumination; and
- 5) Overall aesthetics; and
- 6) Information addressing the following items:
  - a. the extent of any existing or proposed commercial development within the Geographic Search Area of the proposed facility; and
  - b. the proximity of the structure to any existing or proposed residential dwellings; and
  - c. the proximity of the structure to any existing or proposed public buildings or facilities; and
  - d. the existence or proposal of tall and like structures within the Geographic Search Area of the proposed structure.

- (16) Title Report or A.L.T.A. Survey showing all easements on the subject property, together with a full legal description of the property.
- (17) Any other information required by the City Manager.
- (18) No application will be considered "filed" until it is deemed administratively complete by the City Manager.

**SEC. 13.14.024 – Pre-Application Conference for New Antenna-Supporting Structures**

- (a) A pre-application conference is required for any new antenna-supporting structure.
- (b) At the time a pre-application conference is held, the applicant shall demonstrate that the following notice was mailed (via certified mail) to all other wireless service providers licensed to provide service within the City as indicated on the list of wireless service providers provided by the City Manager:

"Pursuant to the requirements of the City of Bastrop Code of Ordinances, (name of provider) is hereby providing you with notice of our intent to meet with the City of Bastrop Staff in a pre-application conference to discuss the location of a free-standing wireless communications facility that would be located at \_\_\_\_\_(location)\_\_\_\_\_. In general, we plan to construct a support structure of \_\_\_\_\_feet in height for the purpose of providing \_\_\_\_\_(type of wireless service)\_\_\_\_\_. Please inform the City Manager and us if you have any desire to place additional wireless facilities or equipment within two (2) miles of our proposed facility. Please provide us with this information within twenty (20) business days after the date of this letter. Your cooperation is sincerely appreciated.

Sincerely, (pre-application applicant, wireless provider)"



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- (c) Included the actual proposed physical address with the notice. Within twenty (20) days of receiving a timely response from an interested potential co-applicant, the applicant shall inform the respondent and the City in writing as to whether or not the potential collocation or Combining is acceptable and under what conditions. If the collocation or Combining is not acceptable, then the applicant must provide the respondent and the City written justification as to why the collocations or Combining not feasible.

#### **SEC. 13.14.025 – Notices for New Antenna Supporting Structures**

For all structures requiring a conditional use permit, all property owners within one thousand (1000) feet of the property boundary where the proposed structure will be constructed shall receive written notice of the application via certified mail from the applicant.

#### **SEC. 13.14.026 – Replacement of an Existing Antenna-Supporting Structure Development Standards; Replacement of an Existing Antenna-Supporting Structure Approval Criteria**

Approval criteria for replacement antenna-supporting structures includes:

- (1) For a proposed replacement antenna-supporting structure to be approved, it shall meet the approval criteria in subsections (4), (5), and (7) through (11) as provided in Section 13.14.021. above, as well as the following:
- (2) Setbacks
  - A. Any new equipment enclosures shall meet the minimum setback requirements for the zoning district where they are located; and
  - B. Replacement antenna-supporting structure foundations constructed on a property or properties which is/are contiguous to residential zoning districts shall not be any closer to these zoning districts than the foundation of the original antenna-supporting structure being replaced.
- (3) Height  
Replacement antenna-supporting structures, antennas and/or antenna arrays shall not exceed the height requirements set forth in Section 13.14.021.(2) above or 110% of the height of the antenna-supporting structure it is replacing, whichever is less.
- (4) Construction  
Subject to the height provisions above:
  - A. Replacement antenna-supporting structures, antennas and/or antenna arrays which are replacing existing structures that have an overall height of one hundred twenty (120) feet or less shall have a monopole type construction.
  - B. As an alternative to a new monopole type construction for the replacement structure at the existing site, an applicant may request the construction of two

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(2) distinct WTFs at two different locations consisting of either stealth or attached facility construction, which facilities, when collectively utilized, will permit at a minimum the same number of WTFs on the two (2) new facilities as were capable of being placed on the existing structure sought to be replaced.

C. The alternative facilities provided in subsection (2) above shall be processed as one (1) application under this Section and shall require only one application fee. Such alternative facilities shall be evaluated and permitted in accordance with the standards and requirements as set forth in the stealth facilities and attached facilities provisions of this Section.

(5) Removal of old structure shall be completed within ninety (90) days of completion of replacement structure and otherwise subject to the abandonment provision hereinbelow.

### **SEC. 13.14.027 – Replacement of an Existing Antenna-Supporting Structure**

#### Application Submittal Requirements

Submittal requirements for replacement antenna-supporting structure applications include:

- (1) For a proposed replacement antenna-supporting structure application to be considered complete, it shall contain the same submittal materials required as indicated in Section 13.14.022.(1) through (10), (12), (13), (15)(1) through (4), (16) and (17).
- (2) No application will be considered "filed" until it is deemed administratively complete by the City.

### **SEC. 13.14.028 – Collocations on an Existing Antenna-Supporting Structure Development Standards; Collocations on an Existing Antenna-Supporting Structure Approval Criteria**

Approval criteria for collocations on existing antenna-supporting structures:

- (1) For a collocation on an existing antenna-supporting structure to be approved, it shall meet with approval criteria subsections (8) and (12) as indicated in Section 13.14.021., as well as the following:
- (2) Height  
A collocation on an existing antenna-supporting structure shall not increase the overall height of the antenna-supporting structure, antenna and/or antenna array beyond that allowed under Section 13.14.021.(2).
- (3) Structural Integrity  
Any collocation on an existing antenna-supporting structure shall meet current building code requirements.

### **SEC. 13.14.029 – Collocations on an Existing Antenna-Supporting Structure Application Submittal Requirements**

Submittal requirements for collocation on an existing antenna-supporting structure applications:

- (1) For a collocation on an existing antenna-supporting structure application to be considered complete, it shall contain submittal materials (1) through (7), (15)(1) through (4), (16) and (17), as provided in Section 13.14.022. above, as well as the following:
  - A. A stamped or sealed structural analysis of the existing antenna-supporting structure prepared by a licensed Texas engineer indicating that the existing antenna-supporting structure as well as all existing and proposed appurtenances meets current building code requirements for the antenna-supporting structure.
  - B. A copy of the lease or sublease between the owner of the antenna-supporting structure and the applicant seeking to place additional wireless equipment on the structure. Clauses related to lease term or rent may be deleted or censored.
  - C. A certification from the applicant that the radio frequency emissions from the proposed facility, individually and in conjunction with the existing facilities to which collocation is proposed, meet all applicable federal guidelines.
- (2) No application will be considered "filed" until it is deemed administratively complete by the City Manager.

### **SEC. 13.14.030 – Attached WTF Development Standards; Attached WTF Approval Criteria**

Approval criteria for Attached WTFs:

- (1) For a proposed Attached WTF to be approved, it shall meet with the approval criteria (5), (8), (9), and (12), as indicated in Section 13.14.021. provided above, as well as the following:
- (2) Accessory Use  
An Attached WTF shall be an accessory use as defined in this Section.
- (3) Height
  - A. An Attached WTF, antenna, antenna array, attachment device, equipment enclosure, and/or any ancillary equipment shall not extend above the highest point of the building or structure to which it is attached by more than ten (10) feet and shall not violate the maximum height restriction of the zoning district in which the building or structure is located (the foregoing restriction shall not apply to WTFs attached to state, county, and municipal structures); and

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B. Existing or proposed attached wireless communications facilities which project more than ten (10) feet above the highest point of the building upon which it is mounted shall be considered as an antenna-supporting structure and subject to the provisions for these types of uses pursuant to Section 13.14.021.

(4) Color

All attached antenna or antenna arrays, equipment enclosures and ancillary equipment visible from outside the building where they are located shall be painted so as to blend in with the building where they are placed; and

(5) Mounting, Screening, and Placement

- A. The support structure or equipment for an Attached WTF shall be mounted flush with the vertical exterior of the building or structure to which it is attached or shall project no more than twenty-four (24) inches from the surface of the building or structure to which it is attached; and
- B. Attached WTFs shall be screened by a parapet or other device so as to minimize its visual impact as measured from the boundary line of the subject property. Attached facilities shall be placed in the center of the building where reasonably possible so as to further minimize visual impact; and
- C. Attached WTFs that are side-mounted shall blend with the existing building's architecture and shall be painted or shielded with material that is consistent with the design features and materials of the building; and
- D. All cabinets, boxes and WTF associated equipment that is not roof-mounted or side-mounted shall be located underground, unless it is so designed and located that it is not visible from a street; and
- E. An Attached WTF shall only be attached to a non-residential building.

**SEC. 13.14.031 – Attached WTF Application Submittal Requirements**

Submittal requirements for Attached WTF applications:

- (1) For a proposed Attached WTF application to be considered complete, it shall contain submittal materials (1) through (7), (9), (15)(1) through (4), (16), and (17) as provided in Section 13.14.022., as well as a photo-simulated post construction renderings of the proposed attached facility, equipment, enclosures, and ancillary structures as they would look after construction from the public domain.
- (2) Certification from the licensed Texas engineer that the structure, Monopole, Self-Enclosed Monopole, or rooftop to which the facility will be attached has the structural capability to accommodate such attachment.
- (3) No application will be considered "filed" until it is deemed administratively complete by the City Manager.

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### **SEC. 13.14.032 – Stealth WTF Development Standards; Stealth WTF Approval Criteria**

Approval criteria for Stealth WTFs include:

- (1) For a proposed stealth WTF to be approved, it shall meet the approval criteria (5), (8), and (12) provided in Section 13.14.021., as well as the following:
- (2) Setbacks  
Stealth WTFs shall meet the minimum setback requirements for the zoning district where they are located for the type of structure used or simulated. To protect citizens in their homes, free-standing Stealth WTFs shall be placed a minimum distance equal to the height of the freestanding Stealth WTF away from any residential structure.
- (3) Height  
Stealth WTFs shall not exceed one hundred (100) feet in overall height, and shall be compatible with existing adjacent structures, relative to height and design.
- (4) Construction  
No Stealth WTF shall be guyed or have lattice-type construction.
- (5) Accessory Use  
A Stealth WTF shall be an accessory use as defined in this Section.
- (6) Structural Integrity  
The Stealth WTF shall be designed to meet all current building code requirements.
- (7) Visibility and Aesthetics  
The antenna and associated equipment of a Stealth WTF shall be screened, disguised, concealed, or otherwise camouflaged as part of a structure such that the antenna and associated equipment of the WTF are indistinguishable from the structure that it is attached to or within. If the City Manager determines that the associated equipment cannot be feasibly or adequately camouflaged due to the unique circumstances of the proposed location, it shall be placed underground; or it may be screened from view from the public right-of-way and adjacent properties by a fence with a minimum height of one (1) foot greater than the height of the equipment shelter. Examples of stealth facilities include, but are not limited to, flagpoles, clock towers, steeples, cupolas, and trees. Any equipment associated with the Stealth WTF that produces noise shall be sited and/or insulated in such a fashion as to minimize the audio impact on adjacent property.

### **SEC. 13.14.033 – Stealth WTF Application Submittal Requirements**

Submittal requirements for Stealth WTFs include:

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- (1) For a proposed Stealth WTF application to be considered complete, it shall contain submittal materials (1) through (10), (15)(1) through (4), and (16) through (18) provided in Section 13.14.022. as well as a photo-simulated post construction renderings of the proposed Stealth WTF, equipment enclosures, and ancillary structures as they would look after construction from the public domain.
- (2) For a proposed Stealth WTF that is not ground-mounted, the City Council may waive certain submittal requirements to reflect the necessary documentation required to demonstrate compliance with the provisions of this chapter.
- (3) No application will be considered "filed" until it is deemed administratively complete by the City Manager.

**SEC. 13.14.034 – Criteria for Approval of a Stealth WTF**

The City Council with the recommendation from the Planning and Zoning Commission shall determine whether or not a proposed Stealth WTF is sufficiently camouflaged based on the type, size, scale, and appropriateness of the structure that the Stealth WTF will resemble in relation to the architectural and land use context in which the Stealth WTF is proposed to be located.

**SEC. 13.14.035 – Expert Review**

Where due to the complexity of the methodology or analysis required to review an application for a WTF requiring a special exception, the City Council may require a technical review by a third party expert, the costs of which shall be borne by the applicant, which sum shall be in addition to site plan and conditional use permit fees, as applicable. Applicant shall submit a deposit towards the cost of such technical review upon written notification from the City Council that a technical review is required, and shall remit any outstanding balance to the City for such review. New antenna supporting structures shall require an expert review. The City Council may require an expert review for any other type of structure. The amount of deposit shall be determined annually by the City Council in the standard fee schedule in accordance with the budget.

**SEC. 13.14.036 – The expert review may address any or all of the following:**

- (1) The accuracy and completeness of submissions;
- (2) The applicability of analysis techniques and methodologies;
- (3) The validity of conclusions reached;
- (4) Whether the proposed WTF complies with the applicable approval criteria set forth in this chapter; and
- (5) Other matters deemed by the City Council to be relevant to determining whether a proposed wireless communications facility complies with the provisions of these codes.

**SEC. 13.14.037 –** Based on the results of the expert review, the City Council may require changes to the applicant's application or submittals.

**SEC. 13.14.038 –** The applicant shall reimburse the City within fifteen (15) working days of the date of receipt of an invoice for expenses associated with the third party expert's

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review of the application. Failure by the applicant to make reimbursement pursuant to this section shall abate the pending application until paid in full.

#### **SEC. 13.14.039 – ABANDONMENT**

WTFs and associated equipment shall be removed, by the owner, at the owner's expense, within one hundred eighty (180) days of cessation of use, unless the abandonment is associated with a replacement antenna structure as provided hereinabove, in which case the removal shall occur within ninety (90) days of cessation of use.

**SEC. 13.14.040** – An owner wishing to extend the time for removal or reactivation shall submit an application stating the reason for such extension. The City Manager may extend the time for removal or reactivation up to sixty (60) additional days upon a showing of good cause. If the WTF or associated equipment is not removed in a timely fashion, the City may give notice that it will contract for removal within thirty (30) days following written notice to the owner. Thereafter, the City may cause removal at a cost to the owner, and a lien shall be authorized to be placed on the property by the City to recoup its removal expenses. All applicants for WTF within the City shall post a cash bond of five thousand dollars (\$5,000.00) to cover the cost of removal under this section.

**SEC. 13.14.041** – Upon removal of the WTF, the site shall be returned to its natural state and topography and vegetated consistent with the natural surroundings.

#### **SEC. 13.14.042 – APPLICATION FEES & BOND REQUIREMENT**

##### Application Fees

Application fees are due and payable by the applicant at the time of submission of application and supporting materials. Fees shall be in an amount established annually by the City Council in the standard fee schedule in accordance with the budget.

##### **SEC. 13.14.043 – Bonds**

All applicants for a WTF within the City shall post a cash bond as determined by the City Manager, with their application to cover the cost of removal as provided in this Chapter. Such bond shall be returned to the applicant upon compliance with the aforementioned Chapter.

#### **SEC. 13.14.044 – AMATEUR WIRELESS FACILITY**

##### Amateur Wireless Facility Special Permit

An applicant proposing an amateur wireless facility in excess of forty (40) feet in residential zoning districts or in excess of sixty-five (65) feet in all other zoning districts shall be required to obtain a special permit.

**SEC. 13.14.045 – Amateur Wireless Facility Application Requirements**

- (1) Site plan application in accordance with the site plan requirements of the City's Code.
- (2) Applicant's copy of current, valid FCC license for amateur radio operation.
- (3) Site plan sketch showing all proposed structures (e.g. support structures, anchorage) and setbacks from such structures to property boundaries.
- (4) Payment of application fee, as established annually by the City Council in the standard fee schedule in accordance with the budget.

**SEC. 13.14.046 – APPLICANTS' RIGHT TO RECONSIDERATION**

If any party who has applied for authority to construct a WTF pursuant to this chapter is aggrieved by any decision arising from application of this chapter to such proposed facility, such party shall have fifteen (15) days from the effective date of the decision of the City or its officials to formally request reconsideration of such decision to the City Council by filing a written request with the City Secretary.

**SEC. 13.14.047 – DORMANT PROJECT**

Permits issued pursuant to this chapter expire one-year from the date of issuance if construction of the facility is not completed by that time. Applicants may seek a one-year extension of permits issued by submitting a written request to the City Manager prior to their expiration date.

**SEC. 13.14.048 – ENFORCEMENT; Civil & Criminal Penalties**

The City shall have the power to administer and enforce the provisions of this Chapter as may be required by governing law. Any person violating any provision of this Chapter is subject to suit for injunctive relief as well as prosecution for criminal violations. Any violation of this Chapter is hereby declared to be a nuisance.

**SEC. 13.14.049 – Criminal Prosecution**

Any person violating any provision of this Chapter shall, upon conviction, be fined a sum not exceeding five hundred dollars (\$500.00). Each day that a provision of this Ordinance is violated shall constitute a separate offense. An offense under this Ordinance is a misdemeanor.

**SEC. 13.14.050 – Civil Remedies**

Nothing in this Chapter shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this Ordinance and to seek remedies as allowed by law, including, but not limited to the following:

- (a) injunctive relief to prevent specific conduct that violates the Ordinance or to require specific conduct that is necessary for compliance with the Ordinance; and



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- (b) a civil penalty up to one hundred dollars (\$100.00) a day when it is shown that the defendant was actually notified of the provisions of the Ordinance and after receiving notice committed acts in violation of the Ordinance or failed to take action necessary for compliance with the Ordinance; and other available relief.

**SEC. 13.14.051 – Application Fee**

The submission of applications under this Chapter shall be subject to the imposition of reasonable application fees as established in the City's Fee Schedule.

DRAFT



# STAFF REPORT

## TITLE:

Consider action to approve Resolution No. R-2023-149 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 and Sixty Nine Thousand and Nine Hundred Ninety-One 00/100 Dollars (\$169,991.00) 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.

## STAFF REPRESENTATIVE:

Submitted by: Kathy Danielson, Community Engagement 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. Council appropriated the above amount with the FY 2024 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 2024 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 164 of the Budget Book**)

## RECOMMENDATION:

The Community Engagement Director, recommends approval of Resolution No. R-2023-149 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 and Sixty Nine Thousand and Nine Hundred Ninety-One 00/100 Dollars (\$169,991.00) 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:

- Resolution No. R-2023-149
- Community Service Support Agreement

**RESOLUTION NO. R-2023-149**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES ASSOCIATED WITH OPERATING, MARKETING, AND PROVIDING OF CULTURAL ART AND THEATER SERVICES TO THE BASTROP OPERA HOUSE, AT A COST OF ONE HUNDRED AND SIXTY NINE THOUSAND AND NINE HUNDRED NINETY-ONE 00/100 DOLLARS (\$169,991.00) 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.**

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

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

**WHEREAS**, The City Council realizes the importance of preserving the Bastrop Opera House and providing theatrical entertainment and education to the Citizens of Bastrop, Texas and our out-of-town visitors; 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 Bastrop Opera House is an integral part of the cultural arts fabric and has been brought together under the strategic goals and vision of the City Council of the City of Bastrop and the Comprehensive Plan; and

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

**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 providing of cultural art and theater services, to the Bastrop Opera House at a cost of One Hundred and Sixty-Nine Thousand and Nine Hundred Ninety-One 00/100 Dollars (\$169,991.00) attached as Exhibit A.

**SECTION 2.** That the City Council of the City of Bastrop has found the Bastrop Opera House staff, volunteers, and board of directors, to be subject matter experts in the field of providing theatrical performances and educational activities to visitors and residents since 1892.

**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 7<sup>th</sup> day of November 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## COMMUNITY SERVICES FUNDING AGREEMENT

FY 2023 - 2024

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 Sixty-Nine Thousand and Nine Hundred Ninety-One 00/100 Dollars (\$169,991.00).
- 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 2023-2024, which commences October 1<sup>st</sup>, 2023 and ends September 30<sup>th</sup>, 2024 / 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: Kathy Danielson  
 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 \_\_\_\_\_, 2023.

**IN WITNESS, WHEREOF:**

**CITY:**

**ORGANIZATION:**

by: *Sau*  
Sylvia Carrillo (Oct 24, 2023 09:00 CDT)  
Sylvia Carrillo, City Manager  
City of Bastrop  
Date of Execution: 24/10/2023

by: *Lisa Holcomb*  
Lisa Holcomb (Oct 25, 2023 10:22 CDT)  
Executive Director  
Bastrop Opera House  
Date of Execution: 25/10/2023

**ATTEST:**

by: *Ann Franklin*  
Ann Franklin, City Secretary  
City of Bastrop

### Exhibit "A"

The 2023-2024 season will be a robust season with season productions, special events, and Academy productions. As the Bastrop Opera House has proven, we provide very high quality, professional productions while still remaining on a budget. Producing a season that will bring in tourist to Bastrop requires that we provide a season that will attract the tourist. A theatre, no matter the size, cannot operate on ticket sales alone. We have several avenues for acquiring funds, however, the support from the city's hot funds is vital to our performances.

#### 2023-2024 Season

The upcoming season will consist of five musicals and four plays, being a total of 9 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: Four Cabaret and Dinner shows, 8 Youth Productions, Summer Theatre Camp Musical

#### Budget relevant to Hot Fund request

Production Projects:	94,491.00
Production Project Coordinator:	20,000.00
Academy Project Coordinator:	20,500.00
Production Equipment:	10,000.00
Advertising:	25,000.00
<b>TOTAL Requested:</b>	<b>\$169,991.00</b>

#### Advertising Plan for the 2022-2023 Season

Proper and aggressive marketing is very important to the success of each of our productions.

Social Media: Each show is heavily marketed on Facebook, Instagram and Twitter. Each show has several scheduled post that come out each week through the run of the production. There are scheduled post that are paid to be boosted throughout the run of the production. In addition, the Austin Statesman also promotes the performances on social media as well as email blast that go out to 50,000 people. We also advertise in the Greater Austin area through Spectrum commercials. These also target to Austin, San Antonio, Houston greater areas. We target people specifically looking for live theatre performances.

### Exhibit "B"

#### Community Asset Funding

The FY 2024 proposed funding for each organization is:

Organization	FY 21-22 Approved Funding	FY 22-23 Approved Funding	FY 23-24 Requested Funding	% of Operating Funds Requested	FY 23-24 Proposed Funding
Bastrop County Historical Society Visitor Center	\$126,905	\$162,986	\$213,786	100%	\$187,434
Bastrop County Historical Society Museum	\$68,338	\$88,411	\$110,991		\$101,673
Bastrop Opera House	\$118,806	\$147,818	\$169,800	25%	\$169,991
Lost Pines Art Center	\$89,516	\$129,660	\$156,950	27%	\$149,109
<b>TOTALS</b>	<b>\$403,565</b>	<b>\$528,875</b>	<b>\$651,527</b>		<b>\$608,207</b>

## ***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 Visit Bastrop. All artwork, images, and marketing details must be provided to Visit 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 Visit 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 Visit Bastrop.

Work with the City of Bastrop and Visit 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 development 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



# STAFF REPORT

## TITLE:

Consider action to approve Resolution No. R-2023-150 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 Forty-Nine Thousand and One Hundred and Nine and 00/100 dollars (\$149,109.00). 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:

Submitted by: Kathy Danielson, Community Engagement 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 2023. Council appropriated the above amount with the FY 2024 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 2024 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 164 of the Budget Book)

## RECOMMENDATION:

The Community Engagement Director recommends Council approval of Resolution No. 2023-150 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 Forty-Nine Thousand and One Hundred and Nine and 00/100 dollars (\$149,109.00) 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-2023-150
- Community Support Service Agreement



**RESOLUTION NO. R-2023-150**

**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 FORTY-NINE THOUSAND AND ONE HUNDRED AND NINE AND 00/100 DOLLARS (\$149,109.00) 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 Forty-Nine Thousand and One Hundred and Nine and 00/100 dollars (\$149,109.00) 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 7<sup>th</sup> day of November 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## COMMUNITY SERVICES FUNDING AGREEMENT FY 2023 - 2024

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 Forty-Nine Thousand and One Hundred and Nine and 00/100 dollars (\$149,109.00).
- 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 2023-2024, which commences October 1<sup>st</sup>, 2023 and ends September 30<sup>th</sup>, 2024 / 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: Kathy Danielson  
 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 \_\_\_\_\_, 2023.

**IN WITNESS, WHEREOF:**

**CITY:**

**ORGANIZATION:**

by: *S Carrillo*  
Sylvia Carrillo (Oct 25, 2023 08:30 CDT)  
Sylvia Carrillo, City Manager  
City of Bastrop  
Date of Execution: \_\_\_\_\_

by: *Chloe Brevelle*  
Chloe Brevelle (Oct 24, 2023 09:07 CDT)  
Executive Director  
Lost Pines Art Center  
Date of Execution: 24/10/2023

**ATTEST:**

by: *Ann Franklin*  
Ann Franklin (Oct 25, 2023 09:18 CDT)  
Ann Franklin, City Secretary  
City of Bastrop



## **Exhibit "A"**



### **Lost Pines Art Center 2024 Program Offerings**

- Monthly - Art After Dark with a quarterly featured artist that brings additional family and friends from all around Texas. (First Saturday of each month except July and September)
- Ongoing – Workshops
  - Glassblowing
    - Demonstrations
    - Blow Your Own Glass/Intensive Workshops
  - Acrylic Painting, Watercolor, Fused Glass, Holiday Arts and Crafts (Lost Pines Christmas), Youth workshops and much more.
- Multi-day Art Immersion Weekend – May 2024
- Wine and Unwind – Date Night, Girls Night Out, Private Events
- Handmade Craft Shows (Mayfest, Bastrop Art Fest, Holiday Art Bazaar) May, November, December.
- Quarterly art shows featuring member artwork for viewing and selling (Sept. Oct. Nov.) (Dec. Jan. Feb.) etc.
- Central Texas Art Tour (Sep/April) Main Street galleries and art shops coordinate this city-wide event. The Art Center is the hub for next September and April events.
- Annual Fundraiser returns November 2024
  - Glass Blowing Demonstrations w/ Q&A
  - Bronze Pour Demonstrations w/ Q&A
  - Black Light Acrylic Painting Demonstrations
  - Lighted Physical Artists (Stilt Walkers, contortionists, Jugglers)
  - Fine Art Raffle, including bronze sculpture, blown glass, original painting from live demo
- Urban Sketchers Convention (coordinating w/Visit Bastrop): Sketch artists from all over Texas meeting at the Art Center for events and workshops. Sketchers will travel around Bastrop to capture outdoor scenes. Proposed CenTex Art Tour during this event.(Sep. 29-Oct. 30<sup>th</sup>)
- Bastrop Art Fest – Fall 2024 (November 11th)
  - This event will feature arts and crafts vendors, bronze pours by the foundry, DIY art make and take projects for the whole family, music, games, art sales, and glassblowing demonstrations
- Online art shows – Quarterly group or guest shows. (Juried)
- International/Jazz music and dance – quarterly show October/January/April/July
- Lost Pines Christmas – Wassail, Holiday Art Bazaar, Art After Dark, Annual Square Art Show – December 2nd
- Youth Art Month (March)- workshops, activities, youth art show
- Bird City Bastrop Weekend – Nature talks, bird show – first weekend in May (see above with Mayfest)

Lost Pines Art Center  
HOT Fund Budget FY 2023-2024

Income/Expense		
HOT Fund Request	159,950.00	
(will be receiving)	149,109.00	
Advertising		
Advertising	3,000.00	
Office/General		
Comm-email system	750.00	
Supplies/Office Supplies	2,000.00	
Total Office/General	2,750.00	
Payroll Expenses (FT program coordination, PT program developer)		99,840.00
Program Expenses		
Classes Expenses	2,000.00	
Festival-Show Expenses	4,500.00	
Glass Silo	15,000.00	
Receptions-Art Show Expenses	2,500.00	
Horizons Music/Dance Performances	2,500.00	
Programs Supplies		
Total Program Expenses	26,500.00	
Subcontract Staffing		
Glass Silo Salary	3,500.00	
Instructor Pay	3,500.00	
Saturday Support	9,360.00	
Additional Staffing	659.00	
Total Subcontract Staffing	17,019.00	
Total Expense	149,109.00	

2024 the Lost Pines Art Center is increasing its request to assist with program development and coordination. We have begun new programs and activities we wish to expand upon due to their success in 2023. The Art Center was one of the top three venues for the new "Move It" Program (Senior Night), sponsored by the Cultural Arts Commission, and we have been asked to continue that series. Our Horizons Concert Series was well-received, as we provided the unique experience of jazz and international concerts in an intimate setting. The Art Center has also been asked to be a prominent participant in the Central Texas Art Tour, which brought over 1000 people to downtown Bastrop in April 2023.

### Exhibit "B"

#### Community Asset Funding

The FY 2024 proposed funding for each organization is:

Organization	FY 21-22 Approved Funding	FY 22-23 Approved Funding	FY 23-24 Requested Funding	% of Operating Funds Requested	FY 23-24 Proposed Funding
Bastrop County Historical Society Visitor Center	\$126,905	\$162,986	\$213,786	100%	\$187,434
Bastrop County Historical Society Museum	\$68,338	\$88,411	\$110,991		\$101,673
Bastrop Opera House	\$118,806	\$147,818	\$169,800	25%	\$169,991
Lost Pines Art Center	<del>\$89,516</del>	<del>\$129,660</del>	<del>\$156,950</del>	27%	<del>\$149,109</del>
<b>TOTALS</b>	<b>\$403,565</b>	<b>\$528,875</b>	<b>\$651,527</b>		<b>\$608,207</b>

## ***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 Visit 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 Visit Bastrop. All artwork, images, and marketing details must be provided to Visit 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 Visit 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 Visit 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 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



# STAFF REPORT

## TITLE:

Consider action to approve Resolution No. R-2023-151 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for operating, marketing, and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of Two Hundred and Eighty-Nine Thousand and One Hundred Seven and 00/100 dollars (\$289,107.00) 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:

Submitted by: Kathy Danielson, Community Engagement 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 2024 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 2024 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 Occupancy Tax Fund (**Page 164 of the Budget Book**)

## RECOMMENDATION:

Consider action to approve Resolution No. R-2023-151 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for operating, marketing, and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of Two Hundred and Eighty-Nine Thousand and One Hundred Seven and 00/100 dollars (\$289,107.00) 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.

## ATTACHMENTS:

- Resolution No. R-2023-151
- Community Service Support Agreement

**RESOLUTION NO. R-2023-151**

**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 A HISTORICAL MUSEUM AND VISITOR CENTER AND PROVIDING VISITOR CENTER SERVICES TO THE CITY OF BASTROP, AT A COST OF TWO HUNDRED AND EIGHTY-NINE THOUSAND AND ONE HUNDRED SEVEN AND 00/100 DOLLARS (\$289,107.00). 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 the safe-keeper and storyteller of our authentic historic past; and

**WHEREAS**, The City Council recognizes the Bastrop County Historical Society's staff, volunteers, and board members are best equipped to serve as the official visitor information providers and downtown welcome experience experts for all our visitors; 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 a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of Two Hundred and Eighty-Nine Thousand and One Hundred Seven and 00/100 dollars (\$289,107.00) attached as Exhibit A.



**SECTION 2.** That the City Council of the City of Bastrop has found the Bastrop County Historical Society as the leading provider of visitor services, visitor center operations, and historical documentation and storytelling of our authentic past.

**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 7<sup>th</sup> day of November 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



## COMMUNITY SERVICES FUNDING AGREEMENT

FY 2023-2024

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 County Historical Society 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 Two Hundred and Eighty-Nine Thousand and One Hundred Seven and 00/100 dollars (\$289,107.00).
- 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 2023-2024, which commences October 1<sup>st</sup>, 2023 and ends September 30<sup>th</sup>, 2024 / 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.



**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: Kathy Danielson  
 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 \_\_\_\_\_, 2023.

**IN WITNESS, WHEREOF:**

**CITY:**

**ORGANIZATION:**

by:   
Sylvia Carrillo, City Manager  
City of Bastrop

by: Nicole DeGuzman  
Executive Director  
Bastrop County Historical  
Society

Date of Execution: 24/10/2023

Date of Execution: 26/10/2023

**ATTEST:**

by: Ann Franklin  
Ann Franklin, City Secretary  
City of Bastrop

**Exhibit "A"**

**Visitor Center  
Budget FY 2024 APPROVED: REVISED**

<b>Expenses:</b>	<b>VOTED</b>
<b>Dedicated Visitor Center Facility</b>	<b>2024</b>
Administration & Office	
Accounting	\$2,500
Computer Equipment & Software	\$4,000
Computer Maintenance & Repair	\$1,500
Insurance	\$5,500
Office Supplies	\$3,000
Telephone	\$1,750
Printing	\$1,500
Professional Development	\$600
Postage	\$500
Volunteer Appreciation	\$300
Building Operations (50%)	
Building Maintenance (Includes Elevator & AC)	\$18,268
Housekeeping	\$13,500
Janitorial Supplies	\$3,200
Utilities	\$7,500
Payroll & Payroll Taxes (See attachment)	\$115,316
Special Events	
Housekeeping/Janitorial Service	\$1,500
Marketing & Promotion	<u>\$7,000</u>
<b>TOTAL</b>	<b>\$187,434</b>



**BCHS Museum**  
**HOT Fund APPROVED Budget FY 2024- REVISED**

	2024 VOTE
<b>Income from HOT Funds</b>	<b>\$101,673</b>
<b>Allotment for Preservation &amp; Promotion</b>	
Archival Equipment	\$2,000
Archival Supplies	\$3,450
Exhibits (Temporary & Traveling)	\$1,400
Permanent Exhibit Maintenance	\$3,300
Public Programs	\$601
Continuing Visitor Communication	\$2,490
Payroll & Taxes	\$69,728
Postage	\$350
Signage	\$0
Website	\$500
	<u>\$83,819</u>
<b>Allotment for Tours &amp; Rendezvous Public Gala</b>	
(Homes Tour/Tour Expenses)	
Advertising Home Tour	\$2,000
Gift for Homeowners on Tour	\$380
Home Tour Printing	\$1,000
Payroll & Taxes	\$8,153
Postage	\$250
Refreshments for VC Day of Tour	\$71
Rendezvous	\$6,000
Preservation Symposium	\$0
	<u>\$17,854</u>
<b>TOTAL</b>	<b>\$101,673</b>

**Exhibit "B"**

**Hotel Occupancy Tax**

The Hotel Tax Fund is utilized primarily to account for the receipt and expenditures of funds received by the City from the assessment of hotel occupancy tax. This fund includes several departments; Organizational Funding, Convention Center, Main Street Program, Cultural Arts Commission, and the Rodeo Arena.

**Organizational Department**

**CONTRACTUAL SERVICES**

This department is where the city appropriates funding to our Community Assets and to Visit Bastrop. Those Community Assets include the Bastrop Opera House, Bastrop County Historical Society & Visitor Center, and the Lost Pines Art Center. It also budgets for administrative costs related to collecting and auditing Hotel Occupancy Tax.

**Community Asset Funding**

The FY 2024 proposed funding for each organization is:

Organization	FY 21-22 Approved Funding	FY 22-23 Approved Funding	FY 23-24 Requested Funding	% of Operating Funds Requested	FY 23-24 Proposed Funding
Bastrop County Historical Society Visitor Center	\$126,905	\$162,986	\$213,786	100%	\$187,434
Bastrop County Historical Society <u>Museum</u>	\$68,338	\$88,411	\$110,991		\$101,673
Bastrop Opera House	\$118,806	\$147,818	\$169,800	25%	\$169,991
Lost Pines Art Center	<u>\$89,516</u>	<u>\$129,660</u>	<u>\$156,950</u>	27%	<u>\$149,109</u>
<b>TOTALS</b>	<b>\$403,565</b>	<b>\$528,875</b>	<b>\$651,527</b>		<b>\$608,207</b>

## ***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 Visit Bastrop. All artwork, images, and marketing details must be provided to Visit 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 Visit 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 Visit 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 attendees.

Remain open for downtown special events to provide public restrooms and improve visitor experience.

The Visitor Center will be open a minimum of 40 hours per week.

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

**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: Nicole DeGuzman  
904 Main Street  
Bastrop, Texas 78602

**Signature:** *Ann Franklin*

**Email:** afranklin@cityofbastrop.org

**Signature:** Nicole DeGuzman  
Nicole DeGuzman (Oct 26, 2023 09:50 CDT)

**Email:** nicole@bchs1832.org



# STAFF REPORT

**MEETING DATE:** November 7, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-165 of the City Council of the City of Bastrop, approving the 2023 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date.

**AGENDA ITEM SUBMITTED BY:**

Laura Allen, Senior Accountant

**BACKGROUND/HISTORY:**

The Texas Tax Code section 26.09(e) states that the assessor shall enter the amount of tax determined as provided by the tax code in the appraisal roll and submit it to the governing body of the unit for approval.

On October 25, 2023, the City of Bastrop received the Tax Roll and 2023 Tax Levy from Bastrop County Tax Assessor for the approval of the governing body.

On July 24, 2023, the City of Bastrop received the Certified totals from the Bastrop Central Appraisal District. These certified totals included properties that were under protest. It is best practice to only use 80% of the under-protest value when calculating the total amount of Ad Valorem revenue for budgeting purposes.

For budgeting purposes, the below table represents the total Ad Valorem tax approved for FY2024:

Property Tax Distribution			
	TAX RATE	PERCENT OF TOTAL	TAX REVENUE
<b>GENERAL FUND:</b>			
Current Tax	\$0.3032		4,780,560
Revenue From Tax Freeze Property			426,140
Delinquent Tax			33,500
Penalty and Interest			30,000
<b>Total General Fund</b>	<b>\$0.3032</b>	<b>60.71%</b>	<b>\$5,270,200</b>
<b>DEBT SERVICE FUND:</b>			
Current Tax	\$0.1962		3,093,488
Revenue From Tax Freeze Property			275,754
Delinquent Tax			22,000
Penalty and Interest			12,000
<b>Total Debt Service</b>	<b>\$0.1962</b>	<b>39.29%</b>	<b>\$3,403,242</b>
<b>DISTRIBUTION</b>	<b>\$0.4994</b>	<b>100.00%</b>	<b>\$8,673,442</b>

The totals in the table and the totals on the Exhibit A of the resolution are not the same. The total tax roll and tax levy provided by the Bastrop County Tax Assessor for this agenda item does not include any amount under protest. This represents the original levy which may be revised as protests are settled and final amounts are received by the Bastrop County Tax Assessor for inclusion on the tax roll.

**RECOMMENDATION:**

Laura Allen, Senior Accountant recommends approval of Resolution No. R-2023-165 of the City Council of the City of Bastrop, approving the 2023 Tax Roll and Tax Levy; providing for a repealing clause; and providing for an effective date.

**ATTACHMENTS:**

- Resolution R-2023-165



**RESOLUTION NO. R-2023-165**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING THE 2023 TAX ROLL AND TAX LEVY; ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Bastrop is governed by the Texas Tax Code; and

**WHEREAS**, the Texas Tax Code Section 26.09(e) requires the assessor to submit the appraisal roll to the governing body for approval; and

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

**SECTION 1.** That the City Council approve the 2023 Tax Roll and Total Tax Levy of Eight Million, Four Hundred Sixty-Three Thousand, Five Hundred Fifty-Five Dollars and Thirty-Nine Cents (\$8,463,555.39) attached as Exhibit A.

**SECTION 2.** That the City Council of the City of Bastrop has found the Bastrop County Tax Assessor, to be the designated official in this matter.

**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 7<sup>th</sup> day of November 2023.

**CITY OF BASTROP, TEXAS**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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



**APPROVED AS TO FORM:**

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Alan Bojorquez, City Attorney

# BASTROP COUNTY

Ellen Owens, CTOP, PCC  
Tax Assessor / Collector  
[Ellen.Owens@Co.Bastrop.Tx.Us](mailto:Ellen.Owens@Co.Bastrop.Tx.Us)



PO Box 579  
Bastrop, TX 78602  
512-332-7266

October 25, 2023

I, Ellen Owens, Tax Assessor / Collector for the City of Bastrop, am submitting the below Tax Roll as per Texas Property Tax Code 26.09(e) for your approval:

City of Bastrop	2023 Levy
Interest & Sinking	\$3,323,294.87
Maintenance & Operations	\$5,135,694.31
Personal Late Rendition Penalty	\$4,337.83
Personal Late Rendition Penalty Admin Fee	\$228.38
<b>TOTAL 2023 TAX LEVY</b>	<b>\$8,463,555.39</b>



Certified by: Ellen Owens, CTOP, PCC  
Bastrop County Tax Assessor / Collector

APPROVED as presented on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary



# STAFF REPORT

**MEETING DATE:** November 7, 2023

**TITLE:**

Consider action to approve the first reading of Ordinance No. 2023-41 of the City Council of the City of Bastrop, Texas, authorizing and allowing for (1) an increase in the employee contribution rate to Texas Municipal Retirement System (TMRS); and (2) adopting: (i) annually accruing updated service credits and transfer updated service credits; and (ii) annually accruing annuity increases, also referred to as cost-of-living adjustments (COLAS) for retirees and beneficiaries of deceased retirees, as attached in Exhibit A; providing for findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice, and move to include on the December 12, 2023, agenda for second reading.

**STAFF REPRESENTATIVE:**

Tanya L. Cantrell, Human Resources Director  
 Laura Allen, Senior Accountant

**BACKGROUND/HISTORY:**

In Fiscal Year 2023, the City Council found that it would be in the City's interest to increase the employee TMRS contribution rate, reauthorize annually accruing Updated Service Credits, provide transfer Updated Service Credits, and reauthorize annually increased annuities also referred to as COLAS. This change will improve recruiting and retention efforts, especially with public safety positions. Currently the plan is a 6% employee contribution with a 2:1 employer match at retirement. The Human Resources Director researched through the TMRS portal and found that the retirement plans of most of our "competitor" cities when it comes to recruiting efforts are a 7% plan; and after a more comprehensive look, found that 465 TMRS participating cities are at 7% compared to 100 at 6%. The Employer of Choice Team members reached out to the employees and their respective departments in FY 2022 and received nothing but an enthusiastic response in support of this change. Funding for this increase is from the General Fund (\$1,596,000), the Water/Wastewater Fund (\$190,000), and the Bastrop Power & Light Fund (\$150,000) as authorized by Ordinance No. 2023-33, passed and approved on September 26, 2023. This change will have a significant impact on the retirement annuities of our employees beginning January 1, 2024.

**FUNDING SOURCE:**

General Fund  
 Water/Wastewater Fund  
 Bastrop Power & Light Fund

**RECOMMENDATION:**

Tanya L. Cantrell, Human Resources Director, and Laura Allen, Senior Accountant, recommend approval of first reading of Ordinance 2023-41 of the City Council of the City of Bastrop, Texas, authorizing and allowing for (1) an increase in the employee contribution rate to Texas Municipal Retirement System (TMRS); and (2) adopting: (i) annually accruing updated

service credits and transfer updated service credits; and (ii) annually accruing annuity increases, also referred to as cost-of-living adjustments (COLAS) for retirees and beneficiaries of deceased retirees, as attached in Exhibit A; providing for findings of fact, enactment, repealer, severability, providing for an effective date, codification, proper notice, and move to include on the November 7, 2023 agenda for second reading.

**ATTACHMENTS:**

- Ordinance No 2023-41
- Exhibit A - Bastrop 2024 TMRS Letter & Plan Change Study



**ORDINANCE NO. 2023-41**

**TEXAS MUNICIPAL RETIREMENT SYSTEM**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING AND ALLOWING FOR (1) AN INCREASE TO THE EMPLOYEE CONTRIBUTION RATE; AND (2) ADOPTING: (i) ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS; AND (ii) ANNUALLY ACCRUING ANNUITY INCREASES, ALSO REFERRED TO AS COST-OF-LIVING ADJUSTMENTS (COLAS), FOR RETIREES AND BENEFICIARIES OF DECEASED RETIREES.**

**WHEREAS**, pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"), the City of Bastrop, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS"); and

**WHEREAS**, the City Council of the City of Bastrop, Texas finds that it is in the City's interest to: (1) increase the employee TMRS contribution rate, (2) in accordance with TMRS Act §853.404 and §854.203(h), reauthorize annually accruing Updated Service Credits and provide transfer Updated Service Credits, and (3) in accordance with TMRS Act §854.203 and §853.404, reauthorize annually increased annuities, also referred to as cost of living adjustments ("COLAs"), to be paid to retirees and beneficiaries of deceased retirees; and

**WHEREAS**, the funding for this increase is from the General Fund, the Water/Wastewater Fund, and the Bastrop Power & Light Fund as authorized by Ordinance No. 2023-33, passed and approved on September 26, 2023;

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

**Section 1: INCREASED EMPLOYEE CONTRIBUTION RATE.** The rate of member contributions to be made by the City to the System shall be 7% of the compensation of City employees who are members of the System, in accordance with TMRS Act §855.401. The City shall submit a monthly payroll report and deposit the amounts deducted from employees' compensation to the System in accordance with TMRS Act §855.402.

The increased employee contribution rate under this Section shall be effective on the first day of the month of January 2024.

**Section 2: AUTHORIZATION OF ANNUALLY ACCRUING UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS.** As authorized by TMRS Act §854.203(h) and §853.404, and on the terms and conditions set out in TMRS Act §853.401 through §853.404, the City authorizes each member of the System, who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credits will take effect, (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the

System, and (iii) the member is a TMRS-contributing employee of the City, to receive “Updated Service Credit,” as that term is defined and calculated in accordance with TMRS Act §853.402.

**Section 3: AUTHORIZATION OF EMPLOYEES TO BE CREDITED WITH UPDATED SERVICE CREDITS.** The City authorizes and provides that each contributing employee of the City who (i) is eligible for Updated Service Credits under Section 2 above, and (ii) who has not forfeited their credit for prior service credit or current service credit with another System-participating municipality or municipalities by reason of previous employment, and who are contributing members on the date prescribed by Section 853.402 (e) shall be credited with Updated Service Credits pursuant to, calculated in accordance with Sections 853.401 and 853.402, and subject to adjustment as set forth in TMRS Act §853.601 (also known as “Transfer USC”), both as to the initial grant and all future grants under this Ordinance.

**Section 4: AUTHORIZATION OF PERCENTAGE OF BASE UPDATED SERVICE CREDITS, REPLACEMENT OF UPDATED SERVICE CREDIT AND EFFECTIVE DATE.** The Updated Service Credit authorized and provided under this Ordinance shall be 100% of the “base Updated Service Credit” of the TMRS member calculated as provided in TMRS Act §853.402.

Each Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

The initial Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees (“Board”) of the System. Pursuant to TMRS Act §853.404, the authorization and grant of Updated Service Credits in this Section shall be effective on January 1 of each subsequent year, using the same percentage of the “base Updated Service Credit” as provided in TMRS Act §853.404(c) in computing Updated Service Credits for each future year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

**Section 5: AUTHORIZATION OF ANNUAL INCREASES IN RETIREMENT ANNUITIES, OR COLAS.** On the terms and conditions set out in TMRS Act §854.203 and §853.404, the City authorizes and provides for payment of the increases (such increases also called COLAS) described by this Section to the annuities paid to retired City employees and beneficiaries of deceased retirees. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

The amount of the annuity increase under this Section, is computed as the sum of the prior and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by 70 percent of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately

preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.

The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the benefit accumulation fund of the System (the "City's BAF").

The initial increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to the January 1 effective date, and approval by the System's Board. Pursuant to TMRS Act §853.404, an increase in retirement annuities shall be made on January 1 of each subsequent year, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in TMRS Act §853.404(d), until this Ordinance ceases to be in effect as provided in TMRS Act §853.404(e).

**SECTION 6. REPEALER** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

**SECTION 7. SEVERABILITY** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**SECTION 8. EFFECTIVE DATE** This Ordinance shall be effective December 12, 2023.

**SECTION 9. PROPER NOTICE & MEETING** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

**READ and APPROVED** on First Reading on the 7<sup>th</sup> day of November 2023.

**READ and ADOPTED** on Second Reading on the 12<sup>th</sup> day of December 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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





September 19, 2023

Laura Allen  
Accountant  
City of Bastrop  
1311 Chestnut St  
Bastrop, TX 78602-3404

Dear Ms. Allen,

We are pleased to enclose a model ordinance for your city to adopt:

**7% Employee Contribution Rate  
&  
100% Updated Service Credit with Transfers  
70% Cost of Living Adjustment Increase to Annuitants  
Both Annually Repeating  
All Effective January 1, 2024**

To make these changes to your city's TMRS plan, your City Council must adopt the attached model ordinance.

By statute, when a city changes its employee deposit rate and the city currently offers Updated Service Credit (USC)/Cost of Living Adjustment (COLA) on an annually repeating basis, the city must re-adopt these annually repeating provisions. This re-adoption is necessary because there are new USC/COLA costs associated with the new provisions. Therefore, the enclosed ordinance includes the city's re-adoption of these benefits.

When the ordinance becomes effective, the city must begin deducting the new contribution rate from each employee's gross monthly wage.

As reflected in the Plan Change Study you previously received, when the employee's contribution rate increases to 7%, the city's contribution rate will be **13.59%** for 2024.

Please make sure the ordinance is adopted and signed before the effective date. When the ordinance is adopted, please send a copy to City Services at [cityservices@tmrs.com](mailto:cityservices@tmrs.com).

If you have any questions about the model ordinance or anything else, please call me at 512-225-3742.

Sincerely,

Colin Davidson  
Director of City Services



# Comparison of Alternate Benefit Design(s)

Item 9A.

FOR CITIES

## 2024 Rates • Bastrop (00092)

Report Date - September 19, 2023

Plan Provisions	Current	Option 1
Deposit Rate	6.00%	7.00%
Matching Ratio	2 to 1	2 to 1
Updated Service Credit	100% (Repeating)	100% (Repeating)
Transfer USC *	Yes	Yes
COLA	70% (Repeating)	70% (Repeating)
Retroactive COLA	Yes	Yes
20 Year/Any Age Retirement	No	No
Vesting	5 years	5 years
Supplemental Death Benefit	A & R	A & R
Contribution Rates	2024	2024
Normal Cost Rate	8.42%	10.06%
Prior Service Rate	<u>1.53%</u>	<u>3.26%</u>
Retirement Rate	<b>9.95%</b>	<b>13.32%</b>
Supplemental Death Rate	<u>0.27%</u>	<u>0.27%</u>
Total Contribution Rate	<b>10.22%</b>	<b>13.59%</b>
Unfunded Actuarial Liability	\$2,009,874	\$4,228,052
Amortization Period	20 years	20 years
Funded Ratio	93.2%	86.6%
Stat Max	12.50%	13.50%
Study Exceeds Stat Max	No	No

\* As of the December 31, 2022 valuation date, there were 20 employees with service in other TMRS cities eligible for transfer USC.



# STAFF REPORT

**MEETING DATE:** November 7, 2023

**TITLE:**

Consider action to approve Resolution No. R-2023-163 of the City Council to the City of Bastrop, Texas, approving a contract with Electric Cabs of North America to provide transportation services in the amount not to exceed one hundred thirty thousand four hundred and ten dollars (\$130,410); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**AGENDA ITEM SUBMITTED BY:**

Candice Butts, Main Street Manager

**BACKGROUND/HISTORY:**

Since December of 2019, Bastrop has collaborated with the Lone Star Clean Fuels Alliance and E-Cabs of North America to provide a cost-free, emissions-free, micro-transit ride service using GEM low-speed battery electric vehicles. The US Department of Energy funded this two-year pilot project to explore how well these low-speed electric vehicles could meet a rural community's first and last mile transit needs. Since the City of Bastrop lacks access to ride-share apps such as Uber or Lyft, E-Cabs are able to service our tourists and community with rides within our area. The grant program ended on November 30, 2022.

Because of its impact on the community, City Council appropriated funding for the continuation of services in November 2022. Following schedule was approved by City Council which began on December 1, 2022 through November 30, 2023:

Thursday	3:00pm - 9:00pm
Friday	2:00pm - 10:00pm
Saturday	2:00pm - 10:00pm
Sunday	10:00am - 6:00pm
Monday – Wednesday services for Spring Break Week	
Additional cab services for Lost Pines Christmas on December 10, 2022.	

The service schedule has not changed for Fiscal Year 2024. The rate increased to \$81/hr which is a \$6/hr increase from Fiscal Year 2023. A breakdown on Electric Cab of North America's scope of services is attached to the contract.

The free community E-Cabs service has provided a means of transportation to 4,754 riders since December 1, 2022, averaging 432 riders per month. Data shows about 36 percent of users are individuals over 55 years old. In Fiscal Year 2023, the program was funded from the City's Hotel Occupancy Tax Fund, but due to usage statistics that show a less than 1% tourism usage an alternative funding source is needed.

**FISCAL IMPACT:**

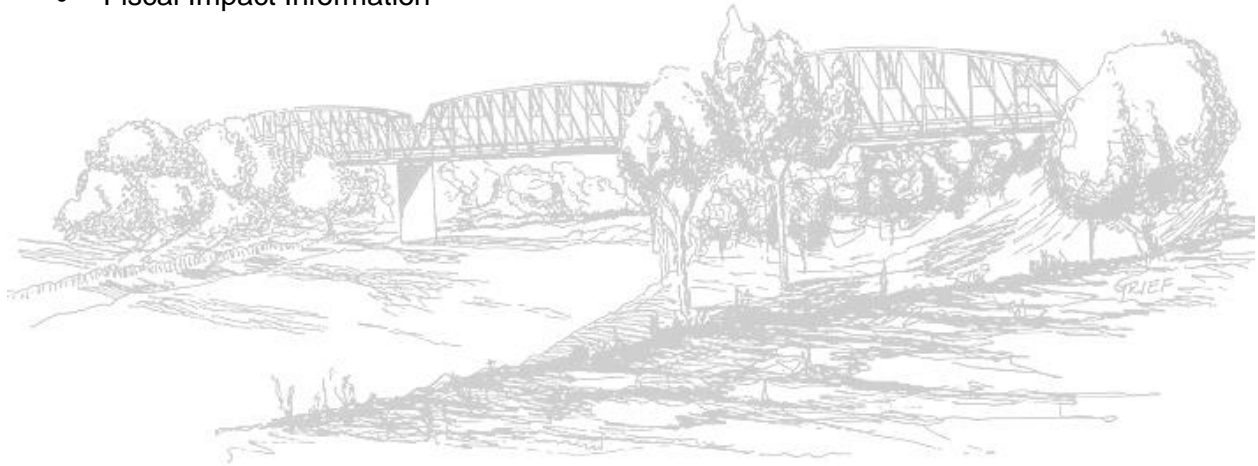
The funding source for the \$130,410 Electric Cab service from one-time expenses from the excess revenues account.

**RECOMMENDATION:**

Staff recommends approval of Resolution No. R-2023-163 of the City Council to the City of Bastrop, Texas, approving a contract with Electric Cab North America to provide transportation services in the amount not to exceed one hundred thirty thousand four hundred and ten dollars (\$130,410); attached in Exhibit B; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing an effective date.

**ATTACHMENTS:**

- Resolution R-2023-163
- Professional Services Contract with Electric Cabs of North America
- eCabs Usage Data
- Fiscal Impact Information



**RESOLUTION NO. R-2023-163**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING A CONTRACT WITH ELECTRIC CAB NORTH AMERICA TO PROVIDE TRANSPORTATION SERVICES IN THE AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED AND TEN DOLLARS (\$130,410); ATTACHED IN EXHIBIT B; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; 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 importance of public transportation within our community through its focus on Multi-Mobility; and

**WHEREAS**, the Comprehensive Plan emphasizes public transportation aiming to expand and enhance transit services; and

**WHEREAS**, the E-Cab service data reports show increased usage year-over-year, confirming the service’s positive effect on the quality of life for our residents and improved visitor experience.

**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 general services agreement associated with transportation services, at a cost of **ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED AND TEN DOLLARS (\$130,410)** as attached in Exhibit A.

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

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

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Bastrop this 7<sup>th</sup> day of November 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CITY OF BASTROP**  
**STANDARD CONTRACT FOR GENERAL SERVICES**

Over \$50K  
(8-16-2021)

This General Services Contract (“Contract”) is entered by and between the **City of Bastrop**, a Texas Home-Rule Municipal Corporation (the “City”), and **Electric Cab of Austin** (the “Contractor”), and together with the City jointly referred to as the “Parties,” for the following work described on the Scope of Services, Exhibit A-2, attached and incorporated herein to this Contract (the “Services”).

**I. General Information and Terms.**

Engineer’s/Contractor’s Name and Address:	Electric Cab of Austin. 5011 E Cesar Chavez St Austin, Texas 78702 Attn: Chris Nielsen
General Description of Services:	Electric Transportation
Maximum Contract Amount:	\$130,410
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 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 federal, state, and local sales and use taxes. Accordingly, those taxes may not be added to any bill.

C. Executed Contract. The Notice to Proceed, as defined herein, shall 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.

(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, pursuant to Section 5, Article XI, Texas Constitution.

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

F. Independent Contractor. It is understood and agreed by the Parties that the Contractor is an Independent Contractor retained for the Services described in the Scope of Services, Exhibit A-2, attached and incorporated herein. The City will not control the manner or the means of the Contractor's performance but shall be entitled to work product as detailed in the Exhibit A-2. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.



This Contract does not create a joint venture. Services performed by the Contractor under this Contract are solely for the benefit of the City. Nothing contained in this Contract creates any duties on the part of the Contractor toward any person not a party to this Contract. No person or entity not a signatory to this Contract shall be entitled to rely on the Contractor's performance of its Services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise, shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

R. Standard of Care for Architects and Engineers. Services must be performed with the professional skill and care ordinarily provided by competent licensed engineers or registered

architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

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

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

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

- (a) A list of each interested party for the contract of which the contractor business entity is aware, an interested party being a person who has a controlling interest in the business entity or who actively participates in facilitating or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity; and
- (b) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

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

U. Prohibition on Contracts with Companies Boycotting Israel. Certain contracts for goods and services are subject to the requirements of Chapter 2271 of the Tex Gov't Code. 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 Contract requires verification, , 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**

- A.** 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 as an additional insured 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 (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, 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. Audit

Contractor shall, and shall ensure that its affiliates, subsidiaries, contractors, subcontractors, consultants, agents, and any other person associated with Contractor, 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 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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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.

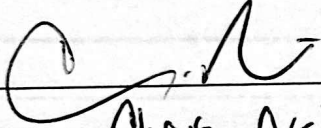
IV. Additional Contract Documents. The following documents attached to this Contract are part of this Contract:

- 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.

ELECTRIC CAB OF AUSTIN

CITY OF BASTROP

By:   
 Printed Name: Chris Nielsen  
 Title: CEO  
 Date: 10-27-2023

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT A-1**

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

*(See Attached)*

# CERTIFICATE OF INTERESTED PARTIES

FOI Item 9B.  
1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Electric Cab of North America  
Austin, TX United States

Certificate Number:  
2022-963913

Date Filed:  
12/13/2022

**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

Date Acknowledged:

**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.**

General Services Contract  
eCab service provided 12/2022-12/2023

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Electrize Cab	Austin, TX, USA		

**5 Check only if there is NO Interested Party.**



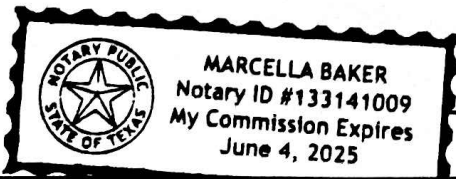
**6 UNSWORN DECLARATION**

My name is Chris Nielsen, and my date of birth is 07/28/1979

My address is 2900 White Rock Dr. Austin TX 78757 Travis  
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 27 day of 10, 2023  
(month) (year)



*[Handwritten Signature]*

Signature of authorized agent of contracting business entity  
(Declarant)

111

**EXHIBIT A-2**

Scope of Services **dated October 12, 2023**

*(See Attached)*



# One Vehicle, One Operator

ONE CAB, ONE OPERATOR				Monthly	1 Year		
Bastrop Shuttle Program Subscription: 1 Standard Vehicle, 1 Operator, Insurance, and Management				\$10,530	<u>\$128,385</u>		
Vehicles: \$81/hr/vehicle; excluding any applicable taxes or fees							
Advertising \$0, Ecab will offer advertising space to City of Bastrop for free in order to offset part of the cost of the program							
Branding: Production and installation costs paid for by City of Bastrop. Advertising space on cabs will be provided at no cost							
Days	Hours	\$81/Hr	Cost/Month	1 Year	Spring Break and December 9th extra hours		
Sunday	8	\$648	\$2,808	\$33,696	\$2,025		
Monday	0	\$0	\$0	\$0			
Tuesday	0	\$0	\$0	\$0			
Wednesday	0	\$0	\$0	\$0			
Thursday	6	\$486	\$2,106	\$25,272			
Friday	8	\$648	\$2,808	\$33,696			
Saturday	8	\$648	\$2,808	\$33,696			
		Advertising	0	\$0			
		<b>Total</b>	\$10,530	<u>\$128,385</u>			

**EXHIBIT A-3**

House Bill 89 Verification

*(See Attached)*

**House Bill 89 Verification Form**

I, Chris Nielsen (printed person's name), the undersigned representative of (Company or Business name) Electric Cab (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 2271:

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

Pursuant to Section 2271.001, 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

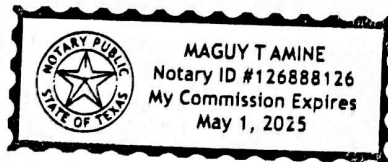
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of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

10-30-2023  
DATE

[Signature]  
SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 30<sup>th</sup> day of October, 2023, personally appeared Niele Christian Nielsen IV, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Maguy T Amine

**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  
P. O. Box 427  
1311 Chestnut Street  
Bastrop, TX 78602**

**INSURANCE REQUIREMENTS**

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

**Coverages Required & Limits (Figures Denote Minimums)**

<input checked="" type="checkbox"/> Workers' Compensation	Statutory limits, State of TX.		
<input checked="" type="checkbox"/> Employers' Liability	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate		
<input checked="" type="checkbox"/> Commercial General Liability:			
	<input type="checkbox"/> <b>Very High/High Risk</b>	<input checked="" type="checkbox"/> <b>Medium Risk</b>	<input type="checkbox"/> <b>Low Risk</b>
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

<input checked="" type="checkbox"/> Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)			
	<input type="checkbox"/> <b>Very High/ High Risk</b>	<input checked="" type="checkbox"/> <b>Medium Risk</b>	<input type="checkbox"/> <b>Low Risk</b>
Combined Single Limits	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 Sugar Land) Limit is 100% of insurable value, replacement cost basis

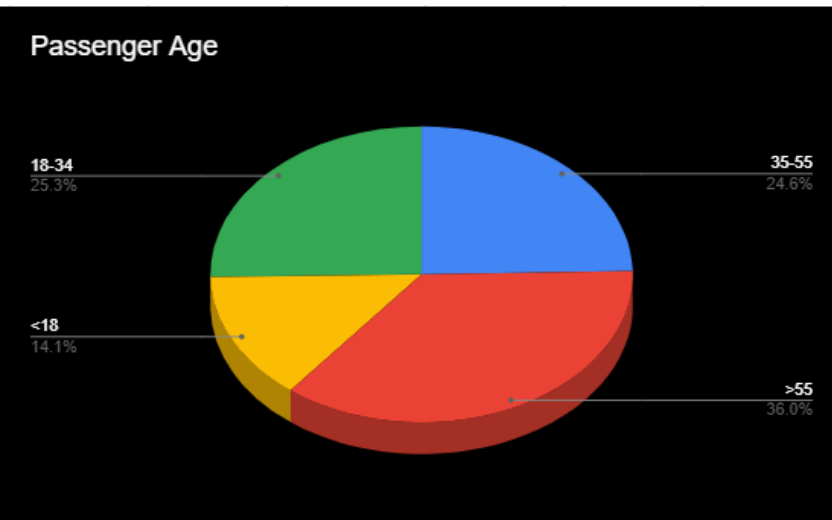
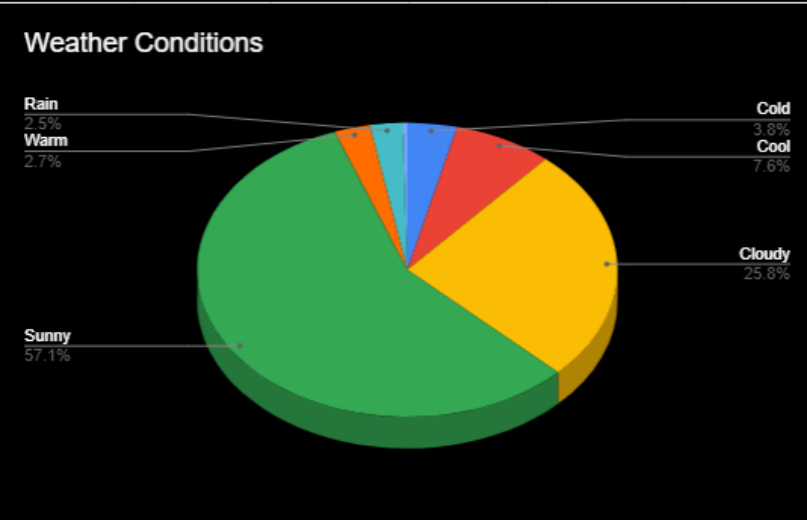
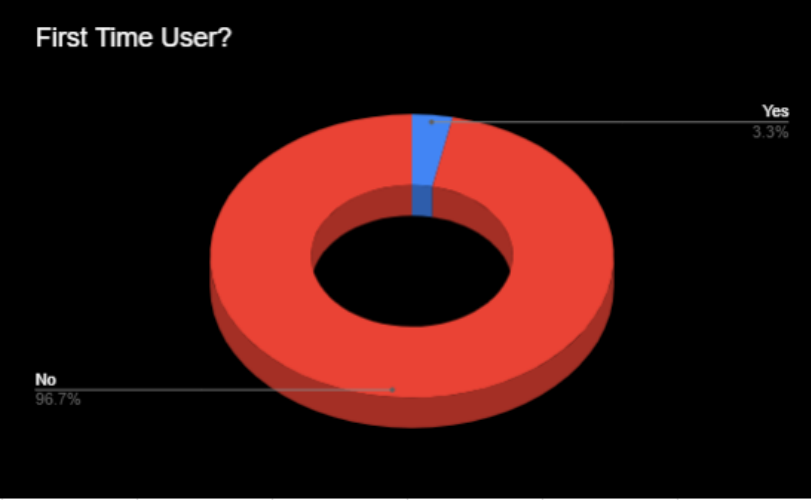
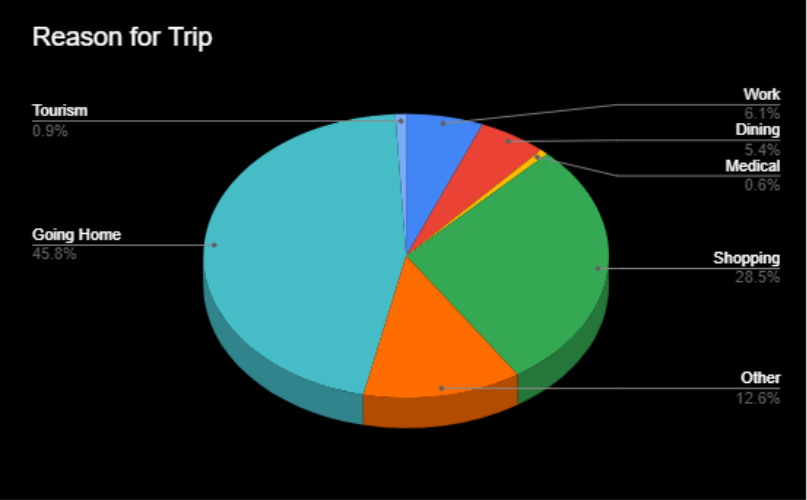
Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Sugar Land)

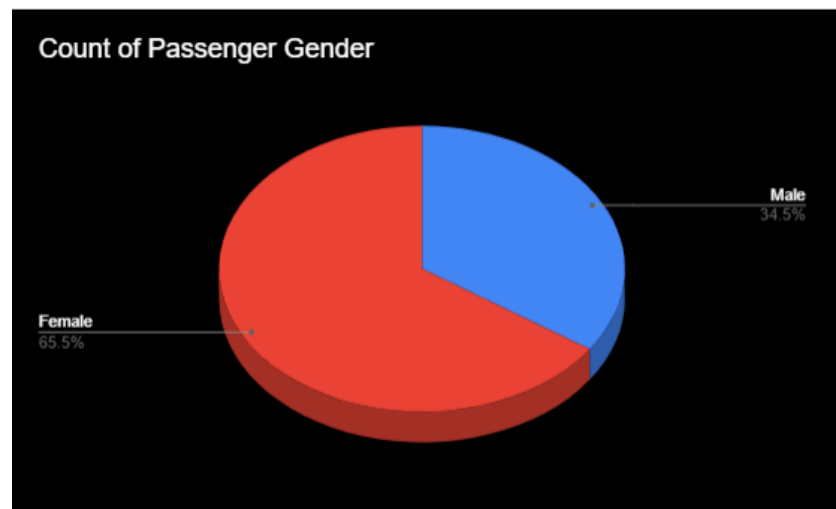
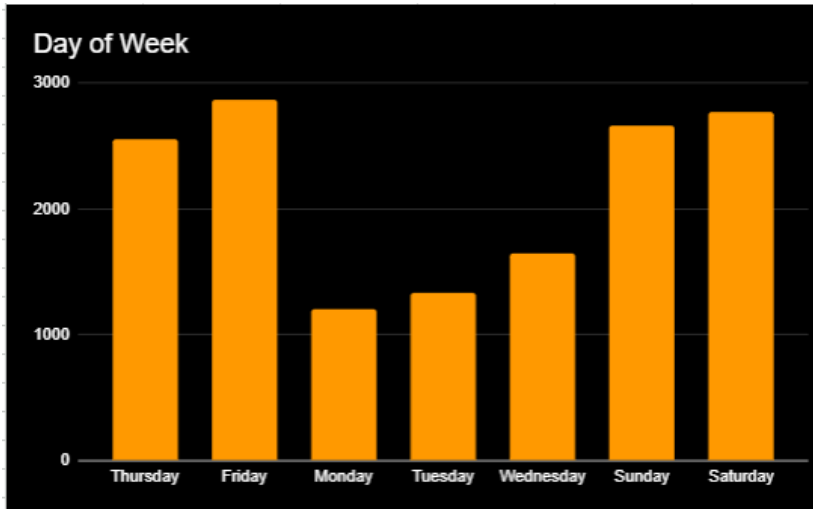
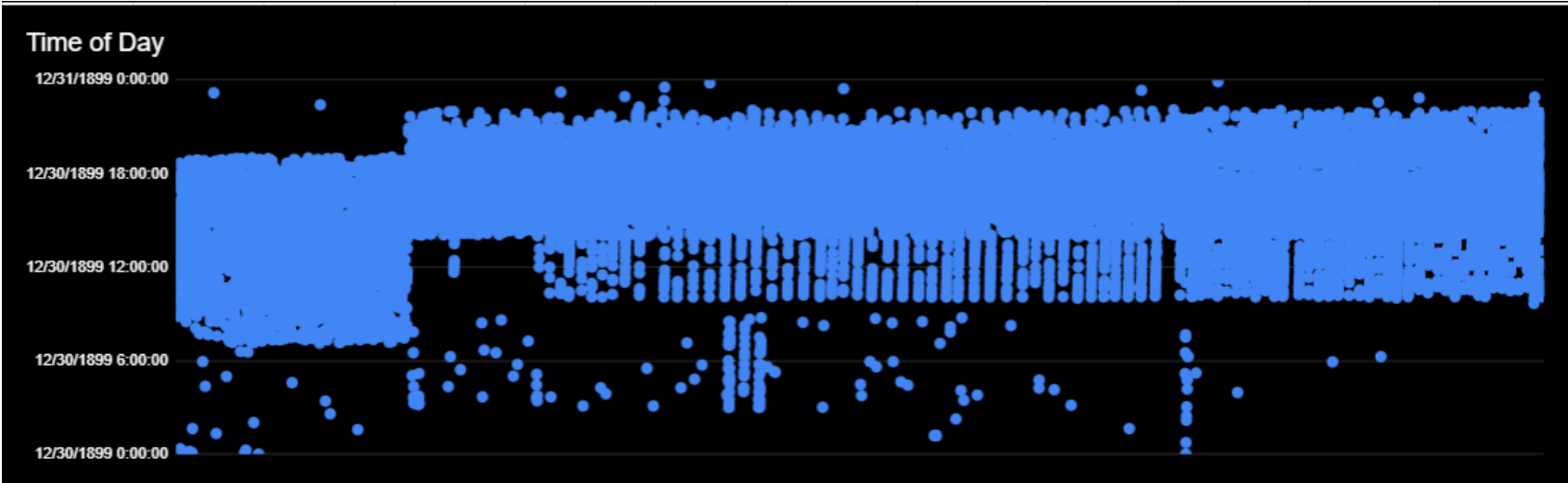
- \$1,000,000 each occurrence
- \$2,000,000 aggregate

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.

### eCabs Usage Data





## Fiscal Impact Information

City Staff is requesting funds for eCabs to be allocated from one-time expenses from the excess revenues from the Hotel Occupancy Tax Fund funds. According to the City’s financial policy, the City must end the year with at least \$2,350,877 in that Fund Balance. Below is a breakdown of expenses allocated for that fund and the remaining budget for one-time projects.

### Hotel Occupancy Tax Fund Comprehensive Summary

Name	FY2022 Actual	FY2023 Budgeted	FY2023 Projected	FY2024 Budgeted
Beginning Fund Balance:	\$2,817,272	\$3,633,804	\$3,633,804	\$3,648,261
Revenues	\$3,572,061	\$3,131,554	\$4,322,540	\$4,441,540
Expenditures	\$2,755,530	\$3,899,827	\$4,308,082	\$4,701,754
Total Revenues Less Expenditures:	\$816,531	-\$768,273	\$14,458	-\$260,214
Ending Fund Balance:	\$3,633,803	\$2,865,531	\$3,648,262	\$3,388,047

<i>Item Description</i>	<b>Funding Amount</b>
<i>Revenue Funds projected ending fund balance for FY24</i>	\$3,388,047.00
<i>Required savings</i>	- \$2,350,877.00
<b><i>Total for One-time expenses for FY24</i></b>	<b>\$1,037,170</b>

<i>Item Description</i>	<b>Funding Amount</b>
<b><i>Total for One-time expenses for FY24</i></b>	<b>\$1,037,170</b>
<i>Parks</i>	- \$250,000
<i>Festival</i>	- \$25,000
<b><i>Remaining budget for one-time projects</i></b>	<b>\$762,170</b>





# STAFF REPORT

**MEETING DATE:** November 7, 2023

**TITLE:**

Consider action to approve the first reading of Ordinance No. 2023-42 of the Bastrop City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances Chapter 1 General Provisions, Article 1.10 Parks, Section 1.10.002 Park Rules: and providing for findings of fact, repealer, severability, codification, effective date, proper notice and meeting.; and move to include on the December 12, 2023, Council agenda for second reading.

**STAFF REPRESENTATIVE:**

Terry Moore, Recreation Manager

**BACKGROUND/HISTORY:**

Currently in the Bastrop code of Ordinances Chapter 1 General Provisions, Article 1.10 Parks, Section 1.10.002 Park Rules, it is a violation to enter, wade, swim or engage in any aquatic activity in any portion of the Colorado River in city parks.

We are recommending updating the ordinance with the following language: The public shall be allowed to enter the water while in the process of embarking or disembarking any boat, canoe, or any other flotation device upon the waters of the Colorado River. The public may swim at their own risk and shall obey all posted signs. No lifeguards will be on duty on the banks of the Colorado River. Furthermore, the City of Bastrop does not assume any liability for any Residents swimming in the Colorado River.

**FISCAL IMPACT:**

Cost of signage.

**RECOMMENDATION:**

Staff recommends approval of Ordinance 2023-42

**ATTACHMENTS:**

- Ordinance No. 2023-42

CITY OF BASTROP, TX  
ORDINANCE NO. 2023-42

AMENDING CITY PARK RULES AND REGULATIONS

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 1 GENERAL PROVISIONS, ARTICLE 1.10 PARKS, SECTION 1.10.002 PARK RULES; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop (City Council) has general authority to adopt an Ordinance 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 desires to update the rules and regulations applicable to City parks; and

**WHEREAS**, the City Council finds certain amendments to the Bastrop Code of Ordinances necessary to meet changing conditions and are in the best interest of the City; and

**WHEREAS**, the City Council finds the attached amendments reasonable and necessary.

**NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bastrop, Texas:**

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

**Section 2. Amendment: ARTICLE 1.10 – Parks, Section 1.10.002 – Park Rules** of the City of Bastrop Code of Ordinances is hereby amended, and after such amendment, shall read in accordance with *Attachment “A”*, which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as shown in each of the attachments.

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

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

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

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

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

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

**READ & ACKNOWLEDGED on First Reading** by the City Council of the City of Bastrop, on this, the \_\_\_\_ day of \_\_\_\_\_ 202\_\_.

**PASSED & APPROVED on Second Reading** by the City Council of the City of Bastrop, on this, the \_\_\_ day of \_\_\_\_\_ 202\_\_.

**APPROVED:**

by: \_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**City of Bastrop**

**Code of Ordinances Chapter 1**

**ARTICLE 1.10 – Parks**

**SEC. 1.10.002 – Park Rules**

*Swimming or wading in Colorado River.*

~~(1) It is an offense and a violation of this subsection for any person, child or adult to enter, wade, swim, or engage in any aquatic activity in any portion of the Colorado River in the city parks.~~ The public shall be allowed to enter the water while in the process of embarking or disembarking any boat, canoe, or any other flotation device upon the waters of the Colorado River. The public may swim at their own risk and shall obey all posted signs. No lifeguards will be on duty on the banks of the Colorado River. Furthermore, the City of Bastrop does not assume any liability for any Residents swimming in the Colorado River.

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



**City of Bastrop**  
**Code of Ordinances Chapter 1**  
**ARTICLE 1.10 – Parks**

SEC. 1.10.002 – Park Rules

*Swimming or wading in Colorado River.*

(1) The public shall be allowed to enter the water while in the process of embarking or disembarking any boat, canoe, or any other flotation device upon the waters of the Colorado River. The public may swim at their own risk and shall obey all posted signs. No lifeguards will be on duty on the banks of the Colorado River. Furthermore, the City of Bastrop does not assume any liability for any Residents swimming in the Colorado River.

DRAFT



# STAFF REPORT

**MEETING DATE:** November 7, 2023

**TITLE:**

Hold public hearing and consider action to approve the second reading of Ordinance No. 2023-35 approving the Reed Ranch Planned Development District, changing the zoning for 24.462 acres out of the Nancy Blakey Survey from P2 Rural to a Planned Development District (PDD) with a P4 Mix base zoning, located at 615 W Highway 71, within the city limits of Bastrop, Texas.

**STAFF REPRESENTATIVE:**

Submitted by: Kennedy Higgins – Planner, Development Services

**BACKGROUND:**

The applicant has applied for a Zoning Concept Scheme for Reed Ranch. The proposal is to place a Planned Development District (PDD) with a P4 Mix base zoning to appropriately incorporate multi-family housing which coincides with Transitional Residential as defined by our Future Land Use plan. The applicant is proposing mixed use to allow for apartment buildings with an emphasis on connectivity.

After initial recommendation and listening to public comment, the developer has revised the associated documents to address the public concerns as follows:

- The units adjacent to the existing residential neighborhood, Bastrop Grove, be limited to a maximum height of 2 stories.
- The connection to Jessica Place be eliminated.
- The units on the west side of the development be allowed a maximum of 4 stories.
- The setbacks along the portion of the development that abuts the residential neighborhood be relieved of the B3 requirements.
- The development will have increased landscaping in the setback.

**PUBLIC COMMENTS:**

**PLANNING & ZONING COMMISSION RECOMMENDATION:**

The P&Z Commission reviewed the Zoning Concept Scheme at their October 5, 2023, special meeting, and recommended approval of the rezoning request, for a Planned Development District (PDD) with a P4 Mix base zoning, by a vote of 6-1.

Additionally, they reviewed the developer's request to have the impact fees waived. The recommendation from the commission was to extend the grace period from 12 months to 18 months instead of waiving the fees, this was recommended by a vote of 5-2.

**STAFF RECOMMENDATION:**

Consider action to approve the second reading as written.

**ATTACHMENTS:**

- Attachment 1: Memo Staff Report for Reed Ranch Zoning Concept Scheme - PDD
- Attachment 2: Ordinance No. 2023-35



To: Sylvia Carrillo, City Manager  
From: \_\_\_ Planning & Development  
Date: October 5, 2023  
Subject: Reed Ranch PDD

=====

**ITEM DETAILS:**

Site Address: 615 W Highway 71, Bastrop TX  
Total Acreage: 24.462 acres  
Acreage Rezoned: 24.462 acres  
Legal Description: 24.462 acres out of the No. 98 Nancy Blakey Survey

Property Owner: Charles G. Rosanky Family Trust  
Agent Contact: Charley Dorsaneo / Drenner Group

Existing Use: Vacant/Undeveloped  
Existing Zoning: P2 Rural  
Proposed Zoning: Planned Development District, P4 Core Base Zoning  
Character District: Cattleman's  
Future Land Use: Transitional Residential

**BACKGROUND:**

The applicant has applied for a Zoning Concept Scheme for Reed Ranch (Attachment 4). The proposal is to place a Planned Development District (PDD) with a P4 Mix base zoning to appropriately incorporate multi-family housing which coincides with Transitional Residential as defined by our Future Land Use plan.

After initial recommendation and listening to public comment, the developer has revised the associated documents to address the public concerns as follows:

- The units adjacent to the existing residential neighborhood, Bastrop Grove, be limited to a maximum height of 2 stories.
- The connection to Jessica Place be eliminated.
- The units on the west side of the development be allowed a maximum of 4 stories.
- The setbacks along the portion of the development that abuts the residential neighborhood be relieved of the B3 requirements.
- The development will have increased landscaping in the setback.

The existing land use is classified as P2 – Rural. However, the future land use map calls for “transitional residential” as defined below.

Place Type 4 – Mix is defined in the code as:

“More intense Building Types that provide more lifestyle choices. It provides for a mix of Residential Building Types. Commercial and Office uses are allowed in this

District only in House form Structures. Because P4 is a transition area, the Street Types consists of multimodal Streets, but are primarily Residential urban fabric.”

The Future Land Use Plan shows this area as Transitional Residential:

“The Transitional Residential character area is for lands to be developed with higher densities and a variety of housing types. The character area supports high density single-family detached, single-family attached (duplexes, triplexes, townhouses) and multifamily (apartments), and institutional residential uses such as nursing homes and assisted living facilities.”

Infrastructure	Available (Y/N)	Proposed
Water	Y	Line Extensions
Wastewater	Y	Line Extensions
Drainage	Y	Storm sewer, detention pond
Transportation	Y	Extension, private drive, widening
Parks and Open Space	Y	Pond with Trails

Drainage

A Zoning Concept Scheme must be accompanied by a Conceptual Drainage Plan to ensure that the proposed development is feasible. A Conceptual Drainage Plan has been reviewed and approved by the City Engineer. The site includes one central location for detention in the natural flow of the land in the southeast corner of the tract. The maximum impervious cover allowed in Place Type 4 is 70%. This development proposes 62.9%.

Utilities

Wastewater and water service (domestic and fire) will be provided the City of Bastrop via line extensions from existing infrastructure located on Settlement Drive. These lines will be designed according to the City’s construction standards, as well as the Texas Commission on Environmental Quality’s (TCEQ) requirements. The line sizes for capacity and service are 8” for water and 6” for wastewater.

Electric service provided by Bluebonnet Electric.

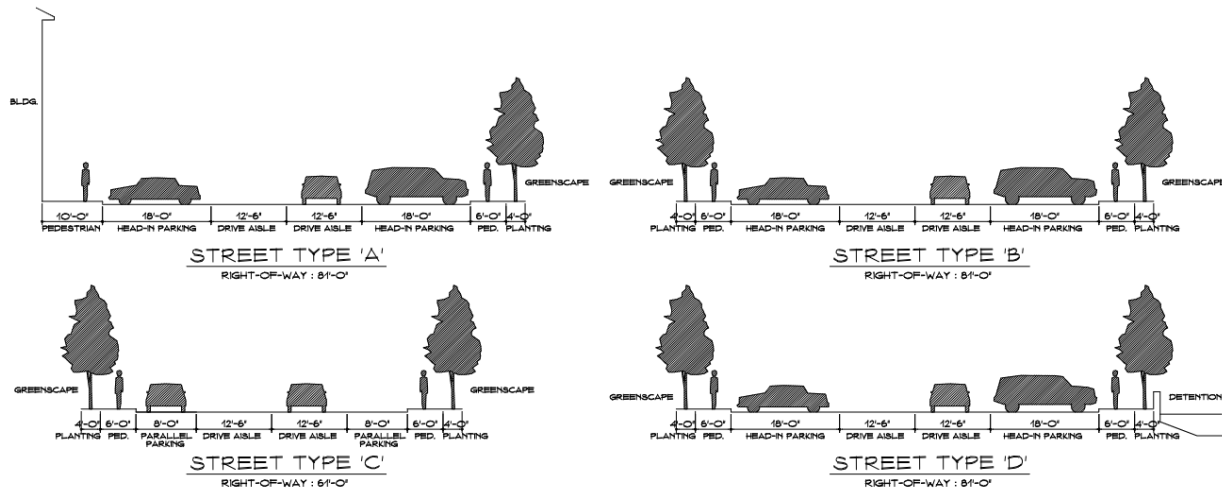
Gas will be provided by Center Point Energy.

Traffic Impact and Streets

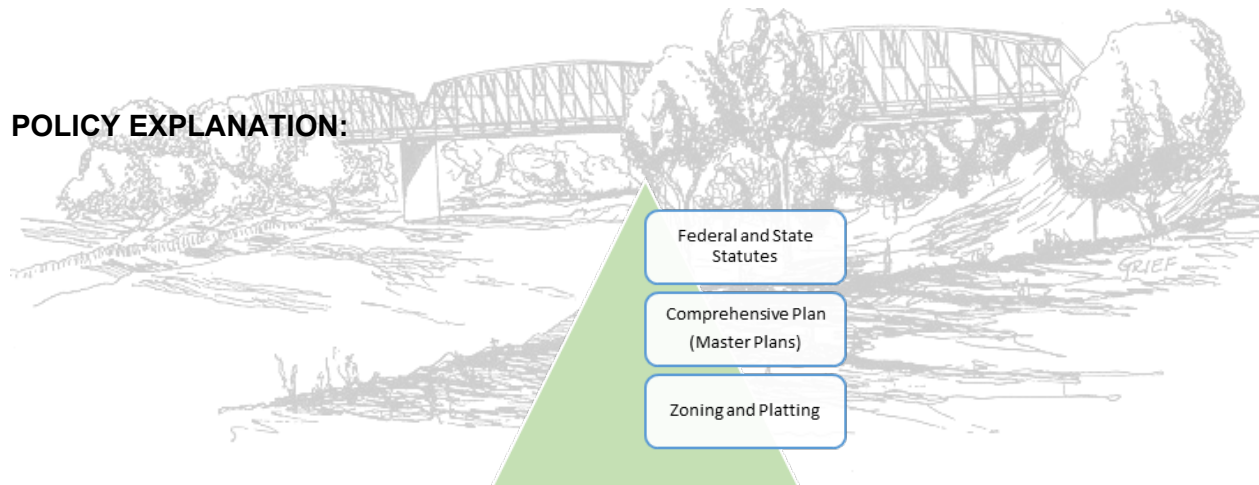
This zoning concept plan creates a series of internal private drives, connection between Settlement Road and Jessica Place, includes Right of Way dedication for an extension of Blakey Lane eastward, and creating a new street between Old Austin Highway and Blakey Lane. A private drive resembling a typical city street will run amidst the development, stretching from Settlement Road to Jessica Place. This drive will be adorned with trees, sidewalks, and construction adhering to standard guidelines, complete with appropriate lighting. Moreover, it seamlessly aligns with the master transportation plan, ensuring effective connectivity. The main access points to the development will be off Blakey Lane and future connection to Old Austin Highway. The proposed standard street cross sections being used in the design are cross sections A, B, C, and D. The street design will follow the B3 Code, Section 7.3 for design and layout. A Traffic Impact Analysis Threshold Worksheet has been conducted and completed on behalf of the Drenner Group. The TIA shows a total of 627 units with an Average Daily Trip Rate



of 6.74 and 4226 Average Daily Trips. The peak hours will be in the afternoon/evening totaling 320 trips per hour. Staff will continue to develop private street standards that meet or exceed the industry standards along with easements needed for public infrastructure.



**POLICY EXPLANATION:**



Texas Local Government Code

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

*Zoning Change signs were visibly placed in the front of the property and notice was sent to property owners within 200 feet of the property boundary.*

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality

had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

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

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

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

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

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

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

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

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

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

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

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

#### Compliance with 2036 Comprehensive Plan:

The Transitional Residential character area is for lands to be developed with higher densities and a variety of housing types. The character area supports high density single-family detached, single-family attached (duplexes, triplexes, townhouses) and multifamily (apartments), and institutional residential uses such as nursing homes and assisted living facilities. Variation in form, scale, and density is allowed but appropriate transitions must be provided between land uses. In some cases, Transitional Residential uses may be included as part of a larger planned development within areas otherwise designated as Neighborhood Residential. Like, Transitional Residential character areas may also include associated

amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and more.

*Representative land uses that are appropriate in Transitional Residential include multifamily apartments which are proposed within Reed Ranch.*

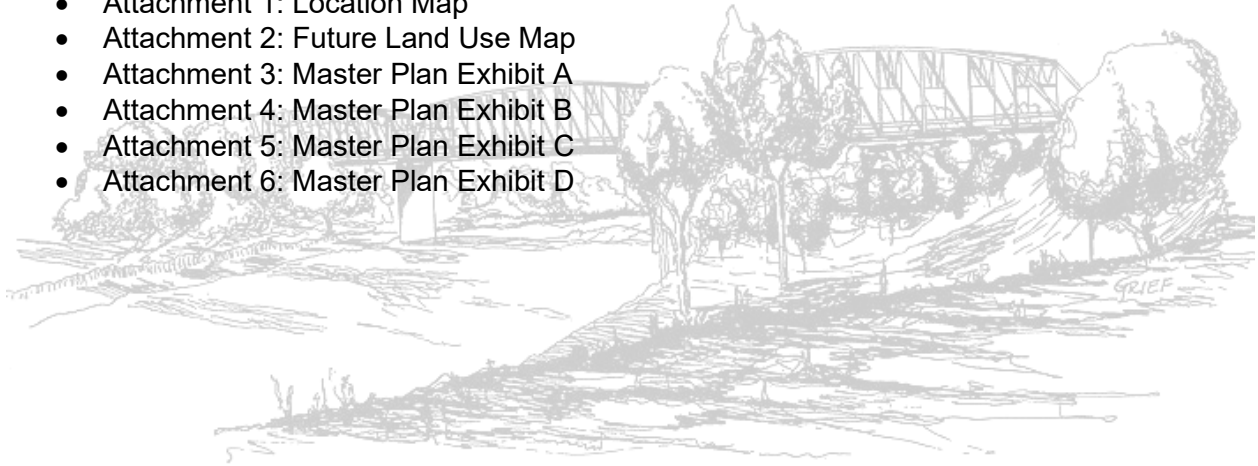
**RECOMMENDATION:**

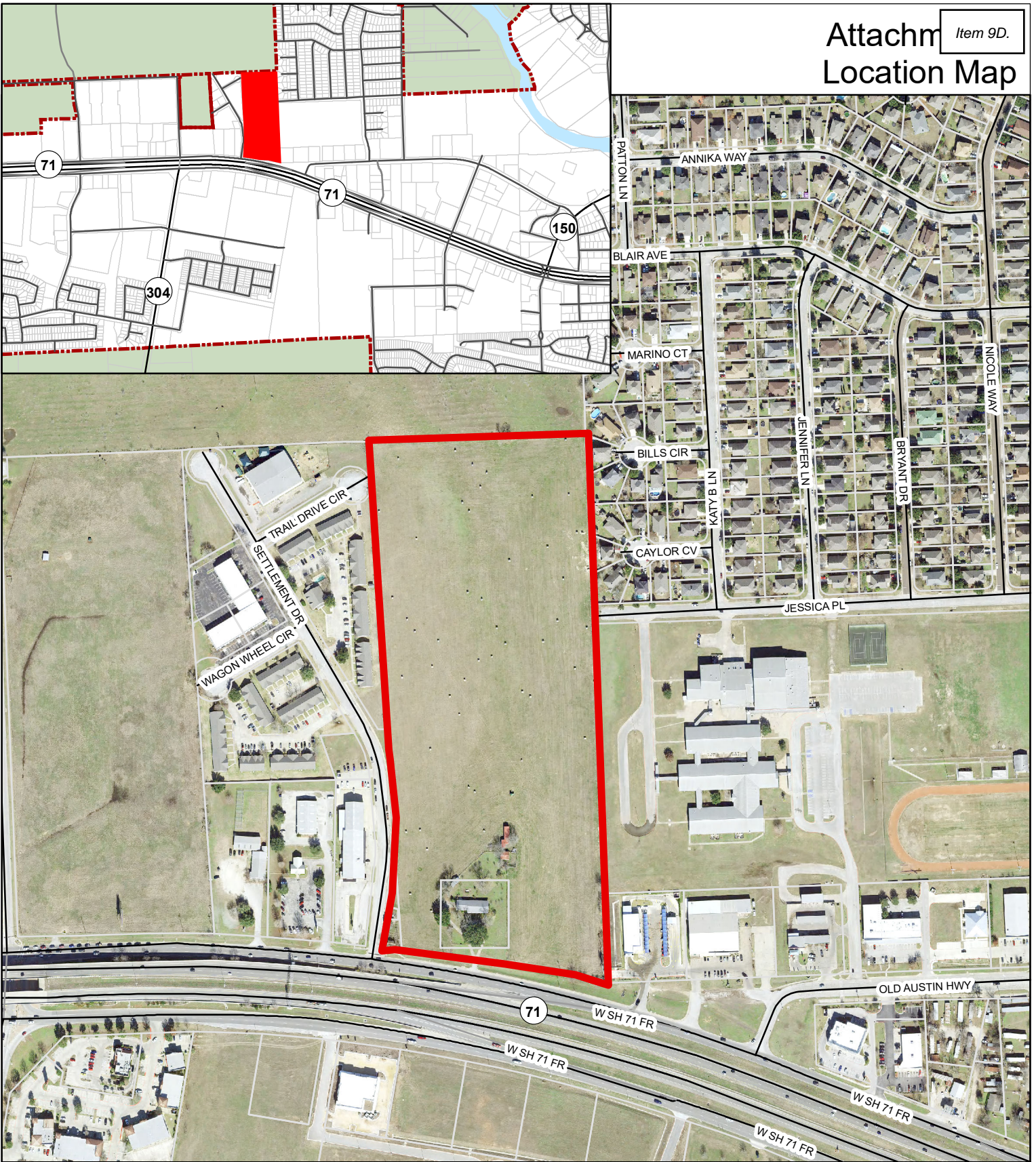
The applicant has applied for a Zoning Concept Scheme for Reed Ranch (Attachment 4). The proposal is to place a Planned Development District (PDD) with a P4 Mix base zoning to appropriately incorporate multi-family housing which coincides with Transitional Residential as defined by our Future Land Use plan.

Staff will continue to develop private street standards that meet or exceed the industry standards along with easements needed for public infrastructure.

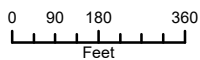
**ATTACHMENTS:**

- Attachment 1: Location Map
- Attachment 2: Future Land Use Map
- Attachment 3: Master Plan Exhibit A
- Attachment 4: Master Plan Exhibit B
- Attachment 5: Master Plan Exhibit C
- Attachment 6: Master Plan Exhibit D





## Reed Ranch Property Location Map



1 inch = 400 feet



Date: 10/4/2023

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of this information, nor does it represent that its use will not infringe upon privately owned rights.



OWNER

ROSANKY, CHARLES G  
FAMILY TRUST  
615 HWY 71 W  
BASTROP, TX 78602

DEVELOPER

HOLT LUNSFORD HOLDINGS  
5950 BERKSHIRE LANE, SUITE 900  
DALLAS, TX 75225

ARCHITECT

ARCHON CORPORATION  
210 N. PARK BLVD, SUITE 100  
GRAPEVINE, TX 76051

ENGINEER

HOLLIS SCHEFFLER, P.E.  
8701 N. MOPAC EXPY, SUITE 320  
AUSTIN, TEXAS 78759  
PHONE: (512) 485-0831

SURVEYOR

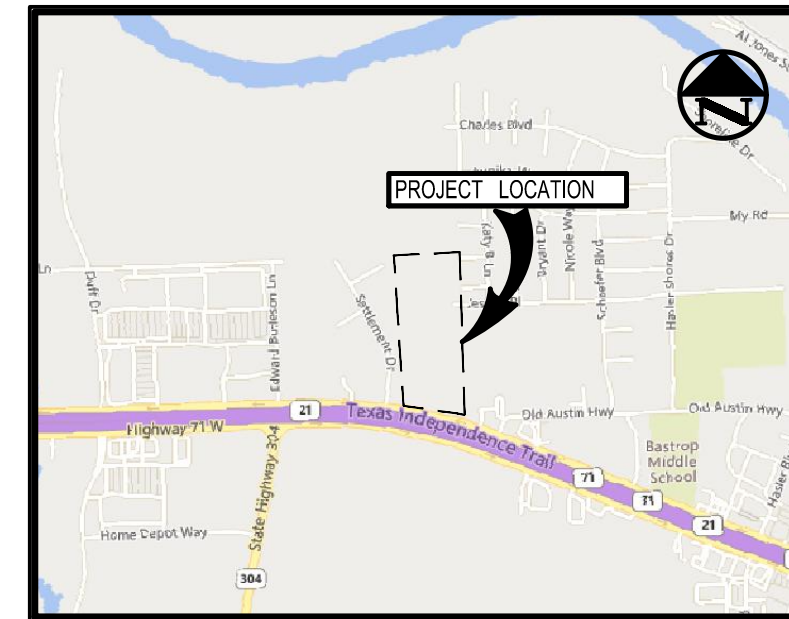
MICHAEL JACK NEEDHAM  
8701 N. MOPAC EXPY, SUITE 320  
AUSTIN, TEXAS 78759  
PHONE: (512) 485-0831



LEGAL DESCRIPTION:

A98 BLAKEY, NANCY, ACRES 23.0400

# ZONING CONCEPT PLANS FOR REED RANCH 615 SH 71 W BASTROP TX, 78602



VICINITY MAP  
(1"=2000')

PROJECT ZONING: P-2  
PROJECT ADDRESS: 615 SH 71 W  
SUBMITTAL DATE: JULY 10, 2032

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	PEDESTRIAN SHED
3	PD SITE PLAN
4	LOT AND BLOCK LAYOUT
5	EXISTING DRAINAGE AREA MAP
6	PROPOSED DRAINAGE AREA MAP
7	UTILITY PLAN 1 OF 2
8	UTILITY PLAN 2 OF 2

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TBPE FIRM REGISTRATION NO. F-469  
TBPLS FIRM REGISTRATION NO. LS-100800-00

REVISIONS		BY
NO.	DATE	DESCRIPTION

**REED RANCH  
615 SH 71 W  
BASTROP TX, 78602  
COVER**

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PURPOSE OF SCHEMATIC REVIEW ONLY  
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PLANS PREPARED UNDER THE DIRECT  
SUPERVISION AND SEAL OF ARCHITECT, P.E. TEXAS  
REGISTRATION NO. 150646.  
DATE: xx/xx/xxxx

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

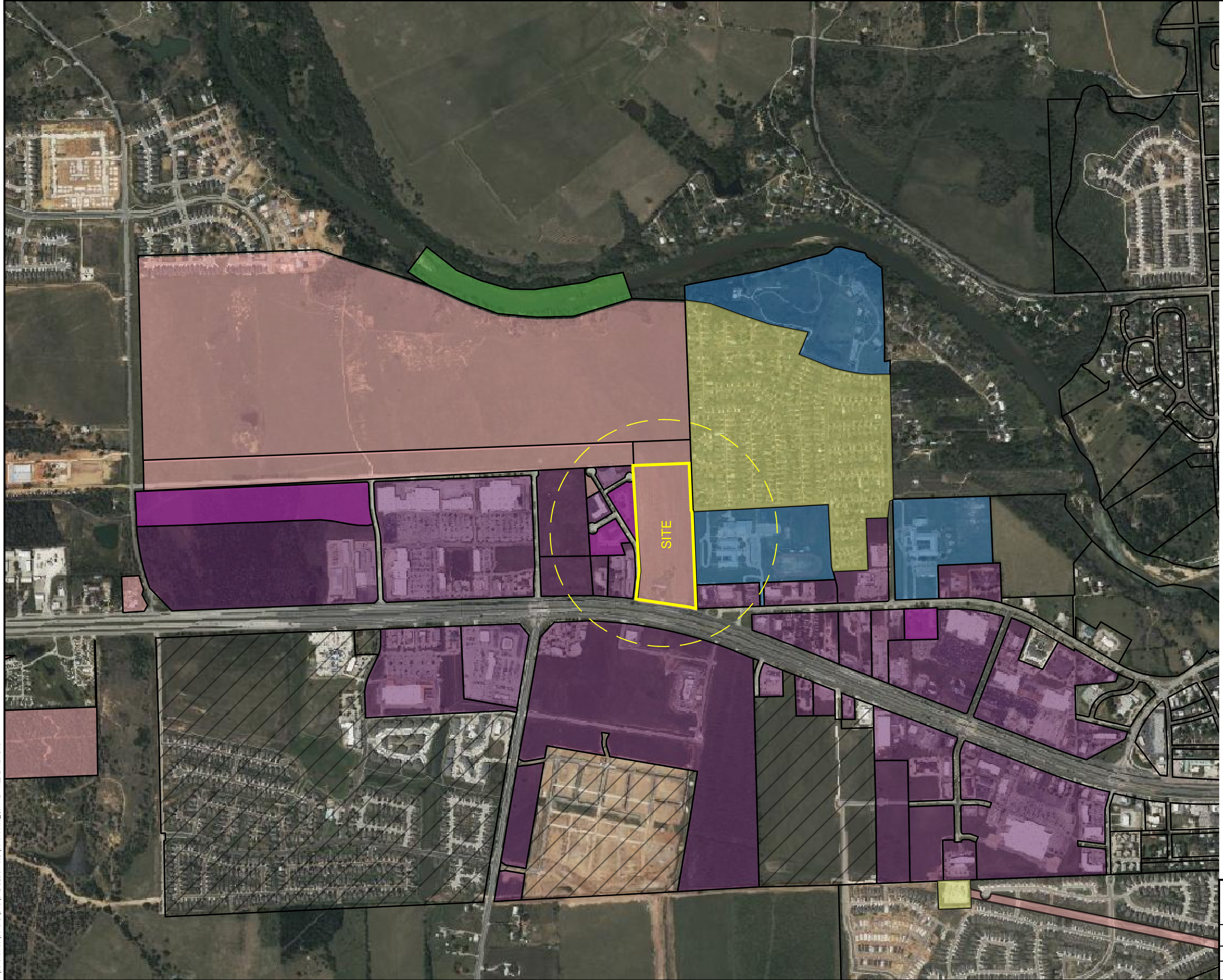
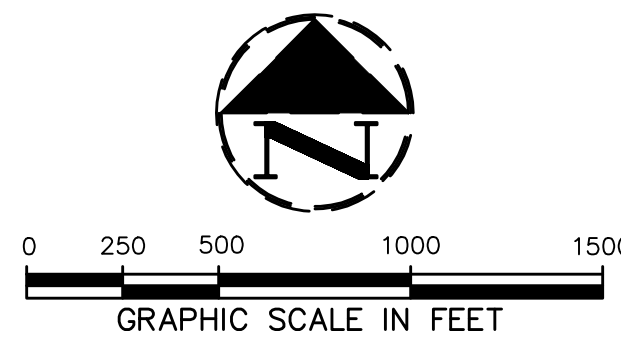
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TBPLS FIRM REGISTRATION NO. LS-10074301



P2	P3	P4	CIVIC	P5	TOTAL
30.40%	12.35%	4.90%	14.68%	24.58%	86.91%

- PLANNED DEVELOPMENT
- NATURE
- CIVIC SPACE
- RURAL
- NEIGHBORHOOD
- MIX
- CORE

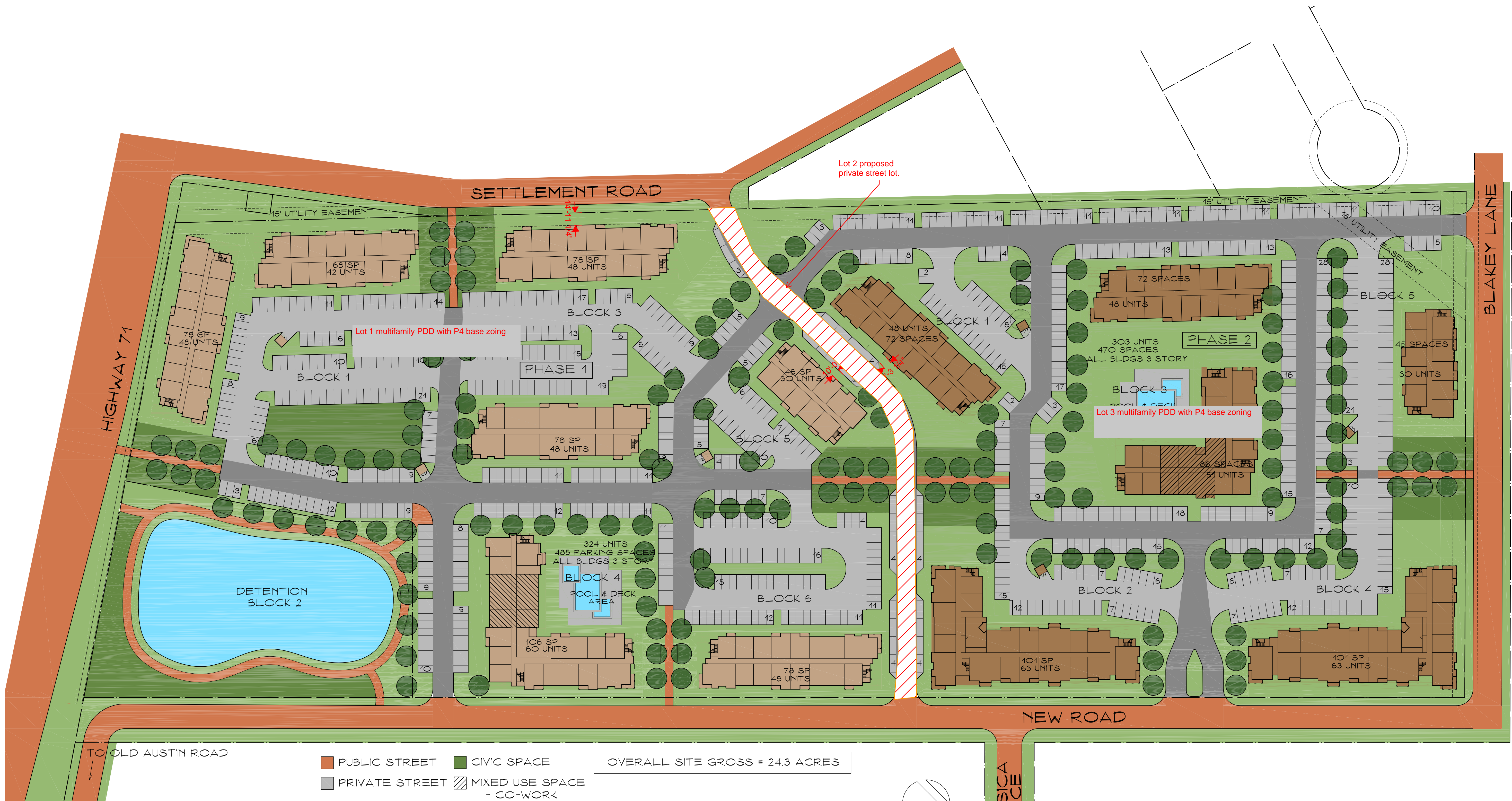
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 Toll Free (888) 937-5150  
 Westwood Professional Services, Inc. 8701 N. Mopac Expy, Suite 320  
 Austin, TX 78759 westwoodps.com

TYPE FIRM REGISTRATION NO. F-11756  
 TBPLS FIRM REGISTRATION NO. LS-10074301

**PROPOSED PEDESTRIAN SHED (1/4 MILE)**

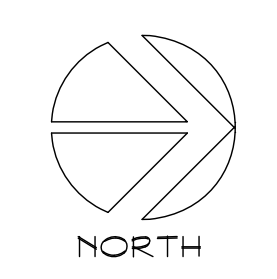
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NP09027  
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- PUBLIC STREET
- CIVIC SPACE
- PRIVATE STREET
- MIXED USE SPACE
  - CO-WORK
  - FITNESS
  - POOL

OVERALL SITE GROSS = 24.3 ACRES



ARCHITECT:  
 GARY G. WOOD #12202  
 PRELIMINARY - NOT TO BE USED FOR  
 REGULATORY APPROVAL, PERMITTING,  
 OR CONSTRUCTION  
 DATE: 10 JUL 23

### COLORED CONCEPT PD SITE PLAN

PROJECT NAME: REED RANCH

ACERAGE: 24.3 A.

DATE: 10 JUL 23

SCALE: 1" = 60'-0"

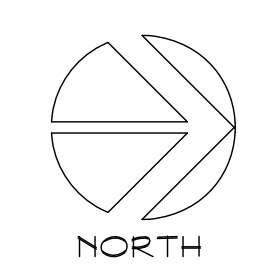
ARCHON CORPORATION  
 ARCHITECTS / PLANNERS  
 210 NORTH PARK BLVD.  
 SUITE 100 - GRAPEVINE, TX  
 76051 214/526-0731





ARCHITECT:  
 GARY G. WOOD #12202  
 PRELIMINARY - NOT TO BE USED FOR  
 REGULATORY APPROVAL, PERMITTING,  
 OR CONSTRUCTION  
 DATE: 10 JUL 23

■ PUBLIC STREET  
 ■ PRIVATE STREET

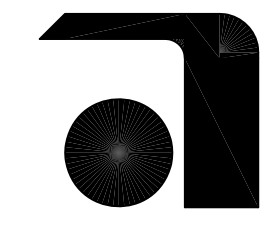
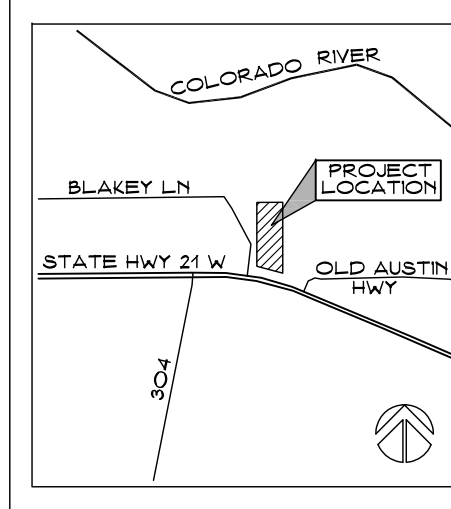


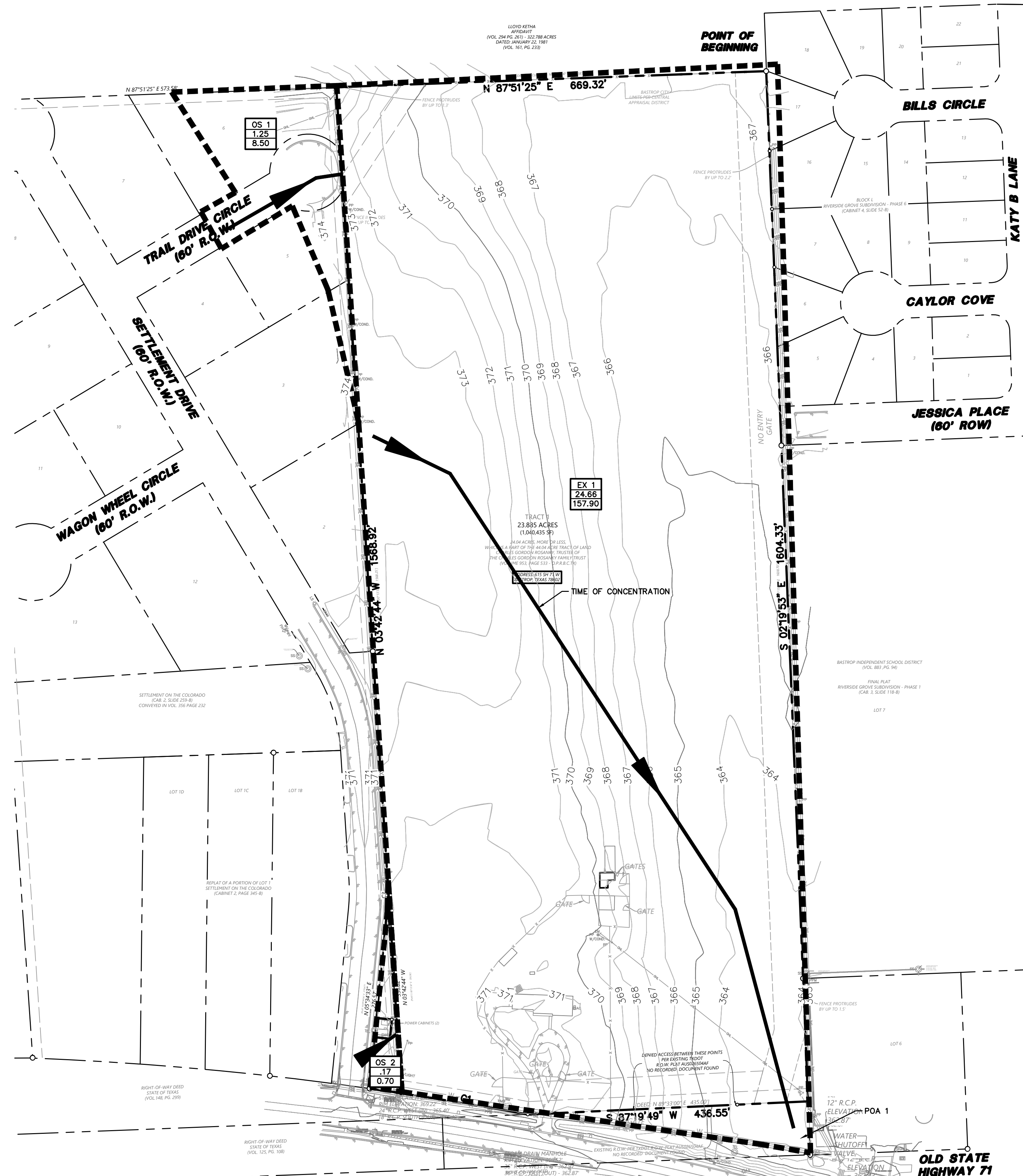
**LOT/BLOCK PLAN**

PROJECT NAME: REED RANCH  
 ACERAGE: 24.3 A.  
 DATE: 10 JUL 23

0 10 30 60 120  
 SCALE: 1" = 60'-0"

**ARCHON CORPORATION**  
 ARCHITECTS / PLANNERS  
 210 NORTH PARK BLVD.  
 SUITE 100 - GRAPEVINE, TX  
 76051 214/526-0731



0 50 100 200 300

GRAPHIC SCALE IN FEET  
1"=100'

**LEGEND**

BL	BOLLARD
EM	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
PH	FIRE HYDRANT
CL	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TELE	TELEPHONE BOX
FL	FLOOD LIGHT
FP	FLAG POLE
TR	TRAFFIC SIGN
PL	PROPERTY LINE
X	FENCE
G13	EXISTING CONTOUR
→	DRAINAGE FLOW DIRECTION
—	100-YR FLOODPLAIN LIMITS
—	DRAINAGE DIVIDE

EX B	EXISTING DRAINAGE AREA ID
1.00	AREA IN ACRES
7.99	Q <sub>100</sub> IN CUBIC FEET PER SECOND

SHEET FLOW										SHALLOW CONCENTRATED FLOW					CHANNEL FLOW						
DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T <sub>sheet</sub> (min)	Length (ft)	Slope (ft/ft)	Surface Type	Velocity (ft/s)	K	T <sub>shallow</sub> (min)	Length (ft)	Slope (ft/ft)	Type	K (ft)	Velocity (ft/s)	T <sub>channel</sub> (min)	T <sub>c</sub> (min)
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00	0.01	UNPAVED	1.61	16.13	1.55	0.00	0.01	36" RCP	94.36	9.44	0.00	13.43
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00	0.01	UNPAVED	1.61	16.13	0.00	0.00	0.01	36" RCP	94.36	9.44	0.00	32.22
EX 1	EX 1	24.66	50.00	0.01	SHORT GRASS PRAIRIE	0.31	0.15	2.67	990.00	0.03	UNPAVED	2.79	16.13	5.90	0.00	0.01	36" RCP	94.36	9.44	0.00	8.58

**HEC-HMS SUMMARY: EXISTING CONDITIONS**

Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Impervious Cover %	2 YEAR STORM		10 YEAR STORM		25 YEAR STORM		100 YEAR STORM	
					Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)
OS 1	1.25	61	8.06	34.64%	2.50	5.50	5.50	6.10	6.10	8.50	8.50	
OS 1	1.25	61	19.33	0.00%	0.10	0.40	0.40	0.50	0.50	0.70	0.70	
EX 1	24.66	61	5.15	1.32%	27.40	86.20	86.20	103.80	103.80	157.90	157.90	
POA 1					27.40	86.20	86.20	103.80	103.80	157.90	157.90	

Item 9D.

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 TBPE FIRM REGISTRATION NO. F-469  
 TBPLS FIRM REGISTRATION NO. LS-10080-00

REVISIONS	
NO.	DESCRIPTION

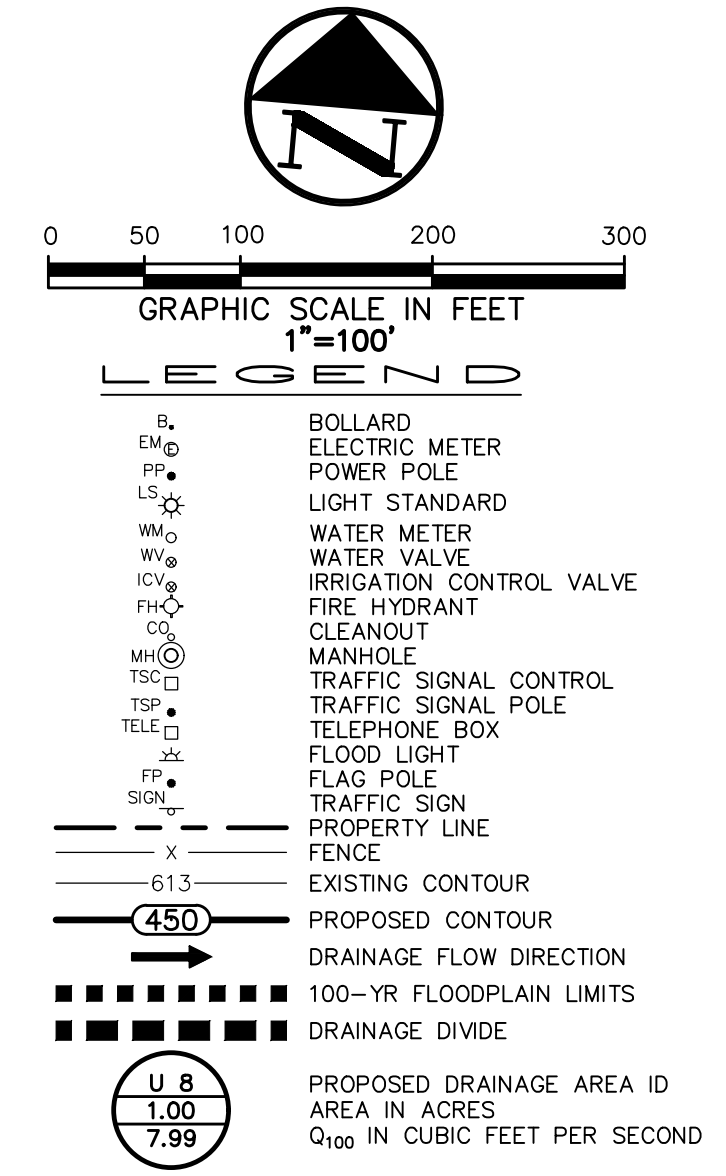
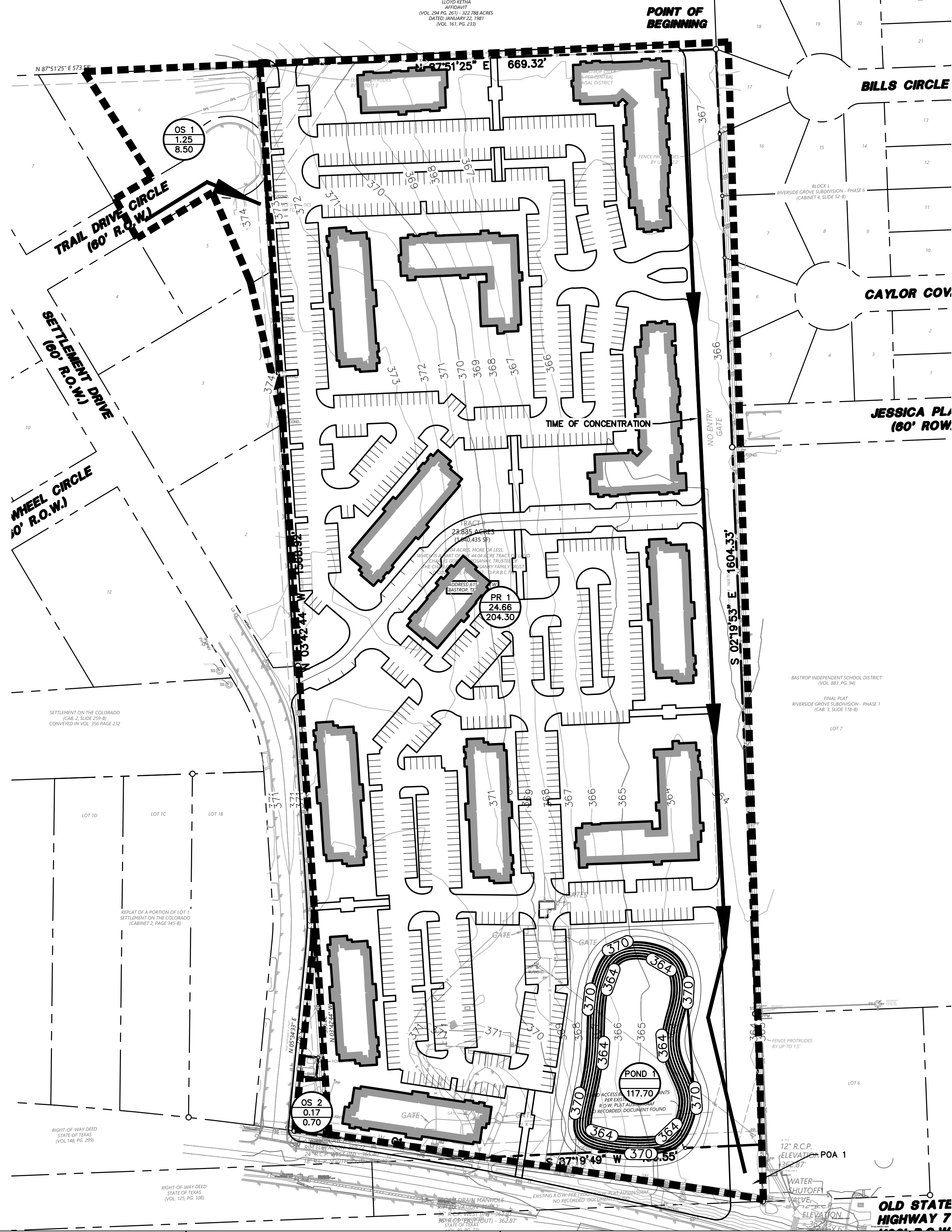
REED RANCH  
 615 SH 71 W  
 BASTROP TX, 78602  
 EXISTING DRAINAGE AREA MAP

**PRELIMINARY**  
 NOT FOR CONSTRUCTION  
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 PLANS PREPARED UNDER THE DIRECT  
 REGISTRATION NO. 135049.  
 DATE: xx/xx/xxxx

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

5

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DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW								
			Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T <sub>sheet</sub> (min)	Length (ft)	Slope (ft/ft)	Surface Type	Velocity (ft/s)	K	T <sub>shallow</sub> (min)	Length (ft)	Slope (ft/ft)	Type	K (ft)	Velocity (ft/s)	T <sub>channel</sub> (min)	T <sub>c</sub> (min)
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00	0.01	UNPAVED	1.61	16.13	1.55	0.00	0.01	36" RCP	94.36	9.44	0.00	13.43
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00	0.01	UNPAVED	1.61	16.13	0.00	0.00	0.01	36" RCP	94.36	9.44	0.00	32.22
PR 1	PR 1	24.66	50.00	0.01	ASPHALT	1.87	0.02	0.45	990.00	0.03	PAVED	3.52	20.33	4.69	0.00	0.01	36" RCP	94.36	9.44	0.00	5.13

HEC-HMS SUMMARY: DEVELOPED CONDITIONS													
Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Cumulative Area (ac)	Impervious Cover %	2 YEAR STORM		10 YEAR STORM		25 YEAR STORM		100 YEAR STORM	
						Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)
OS 1	1.25	61	8.06	34.64		2.50		5.50		6.10		8.50	
OS 2	0.17	61	19.33	0.00		0.10		0.40		0.50		0.70	
PR 1	24.66	61	3.08	62.90		78.00		149.00		155.70		204.30	
POND 1						27.20		82.50		91.00		117.70	
POA 1						27.20		82.50		91.00		117.70	

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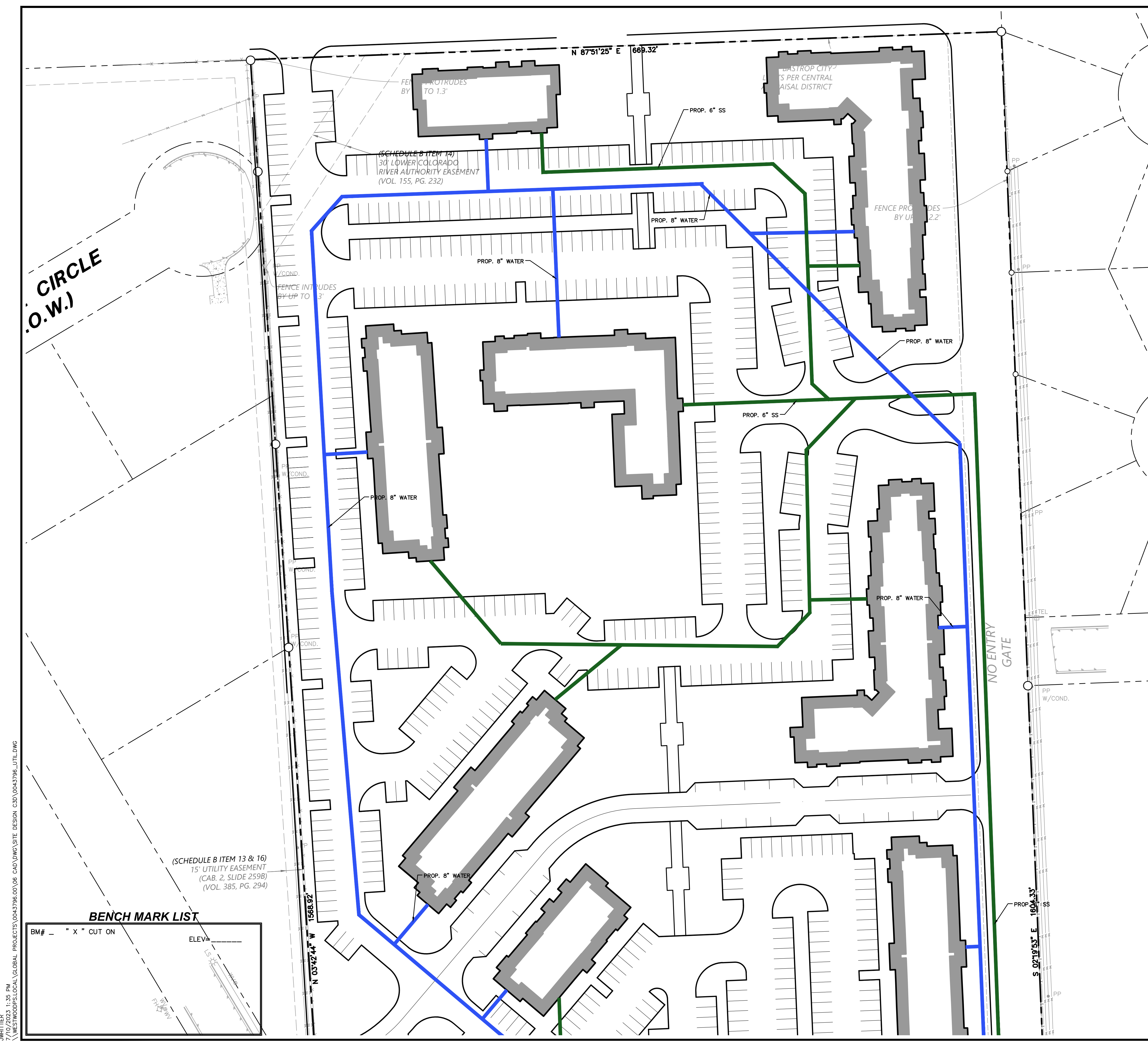
NO.	DATE	DESCRIPTION	BY

**REED RANCH**  
**615 SH 71 W**  
**BASTROP TX, 78602**  
**PROPOSED DRAINAGE AREA MAP**

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 DATE: 07/10/2023

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

SHEET NO. **6** OF 8



0 20 40 80 120  
GRAPHIC SCALE IN FEET  
1"=40'

**LEGEND**

EM	BOLLARD
EP	ELECTRIC METER
LS	POWER POLE
LS*	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
CO	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TELE	TELEPHONE BOX
FL	FLOOD LIGHT
FL*	FLAG POLE
TR	TRAFFIC SIGN
IRS	1/2-INCH IRON ROD
(C.M.)	W/"PACHECO KOCH" CAP SET
X	CONTROLLING MONUMENT
DHL	PROPERTY LINE
---	FENCE
---	OVERHEAD UTILITY LINE
---	UNDERGROUND ELECTRIC LINE
---	UNDERGROUND TELEPHONE LINE
---	UNDERGROUND CABLE LINE
---	UNDERGROUND WATER LINE
---	UNDERGROUND SANITARY SEWER LINE
---	PROP. FDC LOCATION
---	PROP. WATER VALVE
---	PROP. FIRE HYDRANT
---	PROP. WATER LINE W/ BEND
---	PROP. SANITARY SEWER LINE
---	PROP. SANITARY SEWER MANHOLE
---	PROP. SANITARY SEWER CLEANOUT

- WATER & SANITARY SEWER GENERAL NOTES**
- ALL CONCRETE SHALL BE CLASS "A" (3000 PSI), UNLESS OTHERWISE NOTED.
  - ALL WATER MAINS SHALL BE PVC C900, DR 18, CLASS 235, FIRE PROTECTION SERVICES SHALL BE PVC C900, DR 14, CLASS 305 AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF THE FIRE PROTECTION PLANS TO BE PREPARED BY A LICENSED FIRE PROTECTION CONTRACTOR.
  - WATER AND SANITARY SEWER SERVICES SHALL MEET PLUMBING CODE REQUIREMENTS.
  - ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 48 INCHES BELOW IMPROVED FINISHED GRADE, UNLESS OTHERWISE NOTED.
  - SANITARY SEWER PIPE SHALL BE PVC SDR-35.
  - WHEN WATER AND SANITARY SEWER MAINS, SERVICES, AND LATERALS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN NINE FEET IN ALL DIRECTIONS AND PARALLEL LINES MUST BE INSTALLED IN SEPARATE TRENCHES, WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING TCEQ CHAPTERS SHALL APPLY:
    - TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES.
    - TCEQ CHAPTER 290.44 WATER DISTRIBUTION, SECTION (e) LOCATION OF WATERLINES.
  - CONTRACTOR TO VERIFY ALL EXISTING SEWER FLOW LINES BEFORE BEGINNING CONSTRUCTION.
  - CONTRACTOR SHALL TIE A ONE INCH WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF SEWER SERVICE AND SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING EXPOSED AFTER BACKFILL. AFTER CURB AND PAVING IS COMPLETED, CONTRACTOR SHALL MARK THE LOCATION OF THE SEWER SERVICE ON THE CURB OR ALLEY IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
  - ALL SANITARY SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
  - THE UTILITY CONTRACTOR SHALL INSTALL THE WATER SERVICES TO A POINT TWO FEET BACK OF THE CURB LINE AT A DEPTH OF 12 INCHES. THE METER BOX SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AFTER THE PAVING CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE BACK OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE CURB WITH A BLUE LETTER "W" BY THE UTILITY CONTRACTOR AND TIED TO PROPERTY CORNERS ON THE "RECORD DRAWINGS."
  - ALL METER BOXES SHALL BE LOCATED IN NON-TRAFFIC AREAS.
  - TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.2 AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS TO THE TOP OF SUBGRADE TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
  - EMBEDMENT SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
  - VALVE BOXES SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED, THE UTILITY CONTRACTOR SHALL POUR A 24"x24"x6" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GRADE.
  - CONTRACTOR SHALL RECONNECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION.
  - IF REQUIRED DUE TO CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE.

CIRCLE (O.W.)

(SCHEDULE B ITEM 13 & 16)  
15' UTILITY EASEMENT  
(CAB. 2, SLIDE 259B)  
(VOL. 385, PG. 294)

**BENCH MARK LIST**

BM#	" X " CUT ON	ELEV.
1568.82	N 03°42'44" W	1568.82
1604.33	S 02°19'53" E	1604.33

**Westwood**

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Toll Free (866) 937-5150 Austin, TX 78759  
westwoodpa.com

Westwood Professional Services, Inc.  
TBPB FIRM REGISTRATION NO. P-469  
TBPB FIRM REGISTRATION NO. LS-100080-00

NO.	DATE	DESCRIPTION

**REED RANCH**  
**615 SH 71 W**  
**BASTROP TX, 78602**

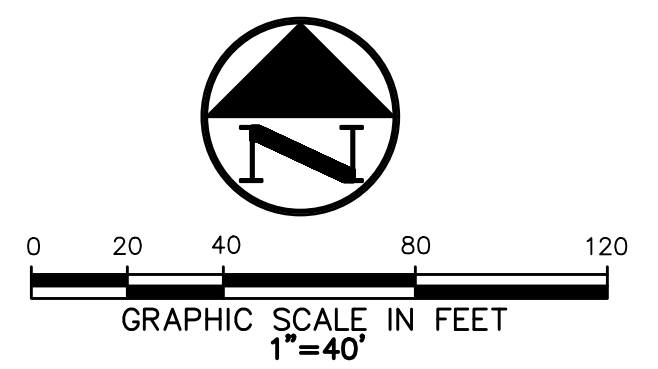
**UTILITY PLAN 1 OF 2**

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

SHEET NO. **7**

7 OF 8

7/10/2023 1:35 PM  
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**LEGEND**

EM	BOLLARD
PP	ELECTRIC METER
LS	POWER POLE
LS*	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
CL	CLEANOUT
CO	MANHOLE
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TELE	TELEPHONE BOX
FL	FLOOD LIGHT
TR	TRAFFIC SIGN
SIG	1/2-INCH IRON ROD
IRS	W/"PACHCO KOCH" CAP SET
(C.M.)	CONTROLLING MONUMENT
---	PROPERTY LINE
X	FENCE
OH	OVERHEAD UTILITY LINE
---	UNDERGROUND ELECTRIC LINE
-T-	UNDERGROUND TELEPHONE LINE
---	UNDERGROUND CABLE LINE
---	UNDERGROUND WATER LINE
6"W	UNDERGROUND SANITARY SEWER LINE
6"SS	PROP. FDC LOCATION
---	PROP. WATER VALVE
---	PROP. FIRE HYDRANT
---	PROP. WATER LINE W/ BEND
---	PROP. SANITARY SEWER LINE
---	PROP. SANITARY SEWER MANHOLE
---	PROP. SANITARY SEWER CLEANOUT

**WATER & SANITARY SEWER GENERAL NOTES**

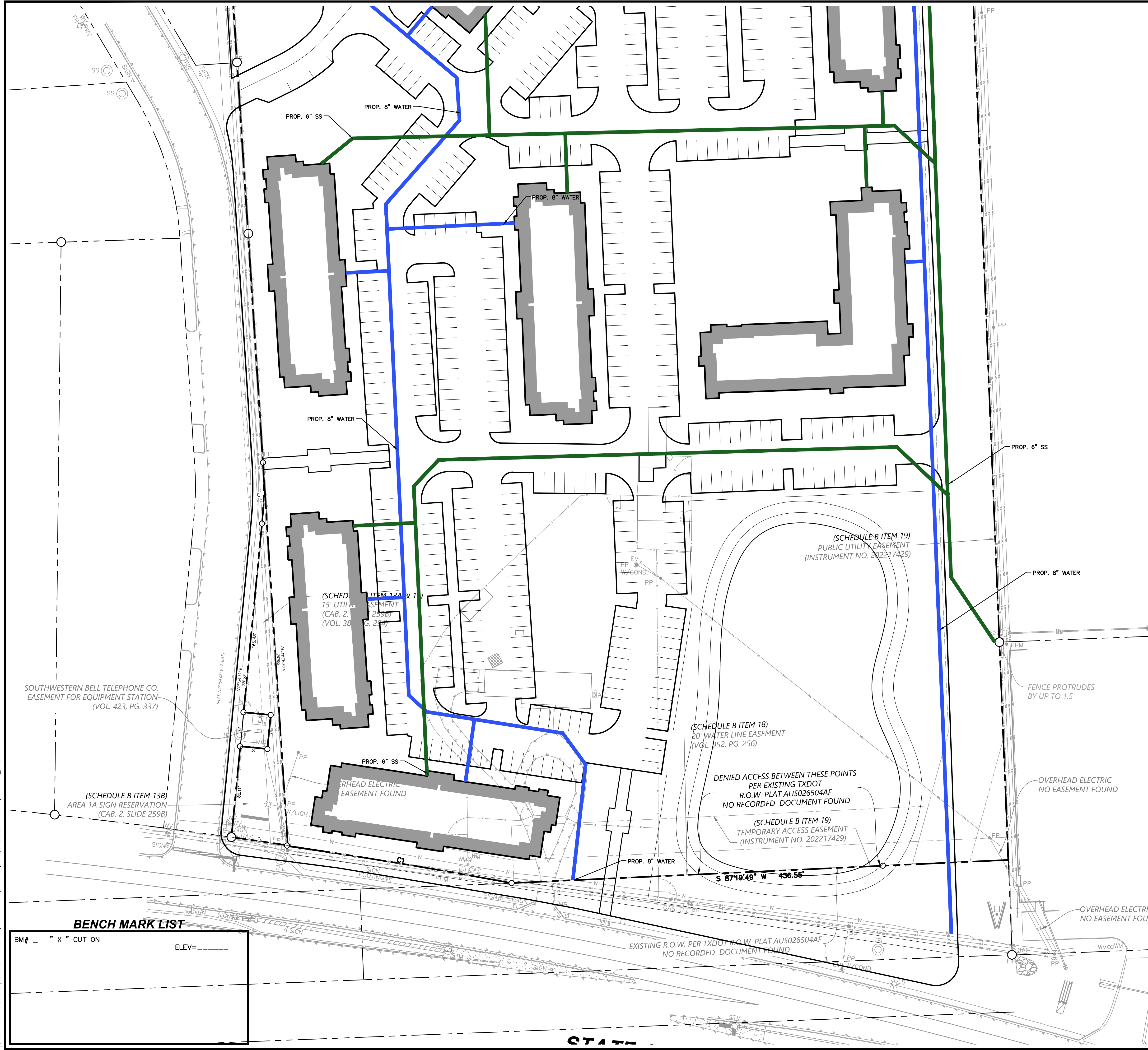
- ALL CONCRETE SHALL BE CLASS "A" (3000 PSI), UNLESS OTHERWISE NOTED.
- ALL WATER MAINS SHALL BE PVC C900, DR 15, CLASS 235. FIRE PROTECTION SERVICES SHALL BE PVC C900, DR 14, CLASS 305 AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF THE FIRE PROTECTION PLANS TO BE PREPARED BY A LICENSED FIRE PROTECTION CONTRACTOR.
- WATER AND SANITARY SEWER SERVICES SHALL MEET PLUMBING CODE REQUIREMENTS.
- ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 48 INCHES BELOW IMPROVED FINISHED GRADE, UNLESS OTHERWISE NOTED.
- SANITARY SEWER PIPE SHALL BE PVC SDR-35.
- WHEN WATER AND SANITARY SEWER MAINS, SERVICES, AND LATERALS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN NINE FEET IN ALL DIRECTIONS AND PARALLEL LINES MUST BE INSTALLED IN SEPARATE TRENCHES. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING TCEQ CHAPTERS SHALL APPLY:  
6.A. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES.  
6.B. TCEQ CHAPTER 290.44 WATER DISTRIBUTION, SECTION (e) LOCATION OF WATERLINES.
- CONTRACTOR TO VERIFY ALL EXISTING SEWER FLOW LINES BEFORE BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL TIE A ONE INCH WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF SEWER SERVICE AND SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING EXPOSED AFTER BACKFILL. AFTER CURB AND PAVING IS COMPLETED, CONTRACTOR SHALL MARK THE LOCATION OF THE SEWER SERVICE ON THE CURB OR ALLEY IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
- ALL SANITARY SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
- THE UTILITY CONTRACTOR SHALL INSTALL THE WATER SERVICES TO A POINT TWO FEET BACK OF THE CURB LINE AT A DEPTH OF 12 INCHES. THE METER BOX SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AFTER THE PAVING CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE BACK OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE CURB WITH A BLUE LETTER "W" BY THE UTILITY CONTRACTOR AND TIED TO PROPERTY CORNERS ON THE "RECORD DRAWINGS."
- ALL METER BOXES SHALL BE LOCATED IN NON-TRAFFIC AREAS.
- TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.2 AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS TO THE TOP OF SUBGRADE TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
- EMBEDMENT SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
- VALVE BOXES SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED, THE UTILITY CONTRACTOR SHALL POUR A 24"x24"x6" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GRADE.
- CONTRACTOR SHALL RECONNECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION.
- IF REQUIRED DUE TO CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE.

**REVISIONS**

NO.	DATE	DESCRIPTION

**REED RANCH  
615 SH 71 W  
BASTROP TX, 78602  
UTILITY PLAN 2 OF 2**

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023
SHEET NO. <b>8</b>		

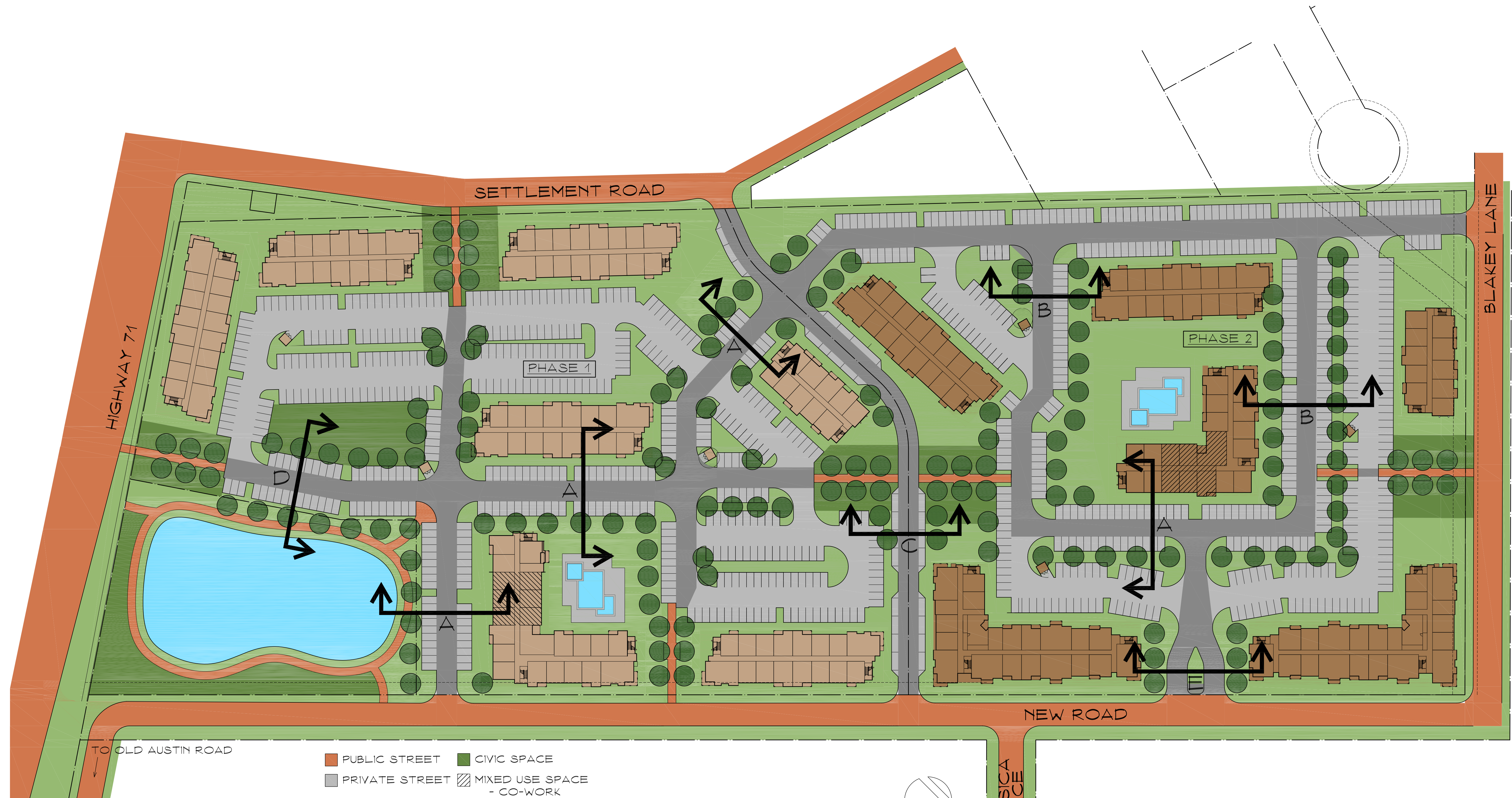


DATE PLOTTED: 7/10/2023 1:44 PM PROJECT: PK-0043796-00-06 CAD DWG SITE DESIGN C3D:0043796\_UTIL.DWG

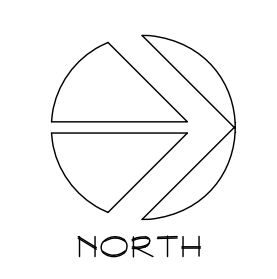
**Exhibit C – Warrant List**

<b>B3 Code Section</b>	<b>Description</b>	<b>Development Issue</b>	<b>Proposed Alternative &amp; Reasoning</b>
7.1.002(k)	To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations.	Dedication requirement does not permit developer to manage and maintain streets.	Allowing for streets to be privately owned, managed, and maintained is fiscally sustainable.
7.2.003	Street right-of-way . . . must be dedicated . . . .		
7.3.004	Traffic Lanes: Two lanes at 10 feet each  Parking Lanes: Both sides parallel at 8 feet, marked	Complying with health/safety codes requires lanes to be wider.  Only parallel parking does not allow for a financially feasible amount of parking spaces.	Permitting 12.5’ lanes such that the street can meet fire lane requirements meets the intent of the code and is fiscally sustainable. Allowing for head-in parking to be 18’ is fiscally sustainable.
7.5.002(d)	Storm Drainage Facilities, if equipped to provide Civic Space, may be counted toward the 10% Civic Place Type allocations requirement by warrant.	Drainage requires a large portion of the project to be a pond. Not allocating this space toward the Civic Space requirement makes project fiscally infeasible.	An amenitized wet pond with a trail meets the intent of code, is fiscally sustainable, and authentically Bastrop.
7.1.002(h)	Dead-end Streets must be avoided.	Proposed design does not show dead-end streets. Rather, internal drives culminate into left and right parking aisles for buildings or walkway plazas in line with 5.2.002(d).	For avoidance of doubt, internal drives culminating into 20’ walkway easement places as generally shown in the Conceptual PD Master Plan meets the intent of code.
5.2.002	Preferred block size is 330’ by 330’and max block perimeter of 1,320’	Drainage block is large due to odd shape of site and need for a large pond.  Treating private streets/driveways as block boundaries for this measurement results in an urban fabric of slow	Allowing for a single larger block complies with intent of code.  Permitting private drives as shown on the Conceptual PD Master Plan is fiscally sustainable and meets the intent of code.

		streets, with the plazas acting as traffic calming devices.	
5.2.002(f)	In the P4 Mix, a minimum Residential mix of three Building Types (not less than 20%) shall be required.	Proposed design elects only apartment buildings with amenity and civic spaces. A variety of building types is not fiscally sustainable.	As the project is unlikely to move forward if a variety of building types are required, allowing for a warrant is fiscally sustainable.
6.5.003	-70 percent max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft	Conceptual PD Master Plan generally meets build-to-line requirements of P4 but may not meet all façade buildout or lot coverage requirements. Specifically, the 60% buildout line is doable along the publicly dedicated streets but not interior privately owned and maintained streets.	Permitting lot occupation as shown in Conceptual PD Master Plan is fiscally sustainable.
7.5.002	Plazas not permitted in P4 and require a minimum size of ½ acres.	Walkway/paseos as shown on Conceptual PD Master Plan allow for improved site design/walkability.	Allowing warrant meets the intent of code in that it improves walkability.



- PUBLIC STREET
- CIVIC SPACE
- PRIVATE STREET
- MIXED USE SPACE
  - CO-WORK
  - FITNESS
  - POOL



ARCHITECT:  
 GARY G. WOOD #12202  
 PRELIMINARY - NOT TO BE USED FOR  
 REGULATORY APPROVAL, PERMITTING,  
 OR CONSTRUCTION  
 DATE: 10 JUL 23

### STREET TYPES

PROJECT NAME: REED RANCH

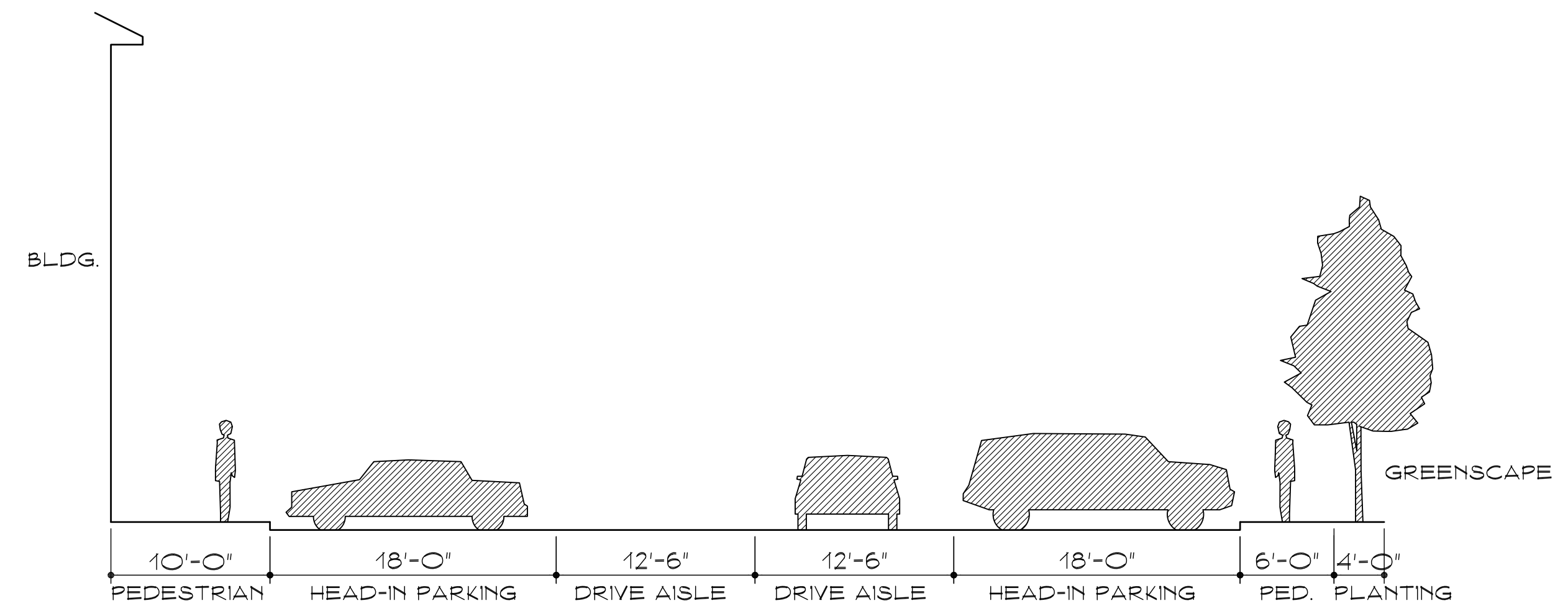
ACERAGE: 24.3 A.

DATE: 10 JUL 23

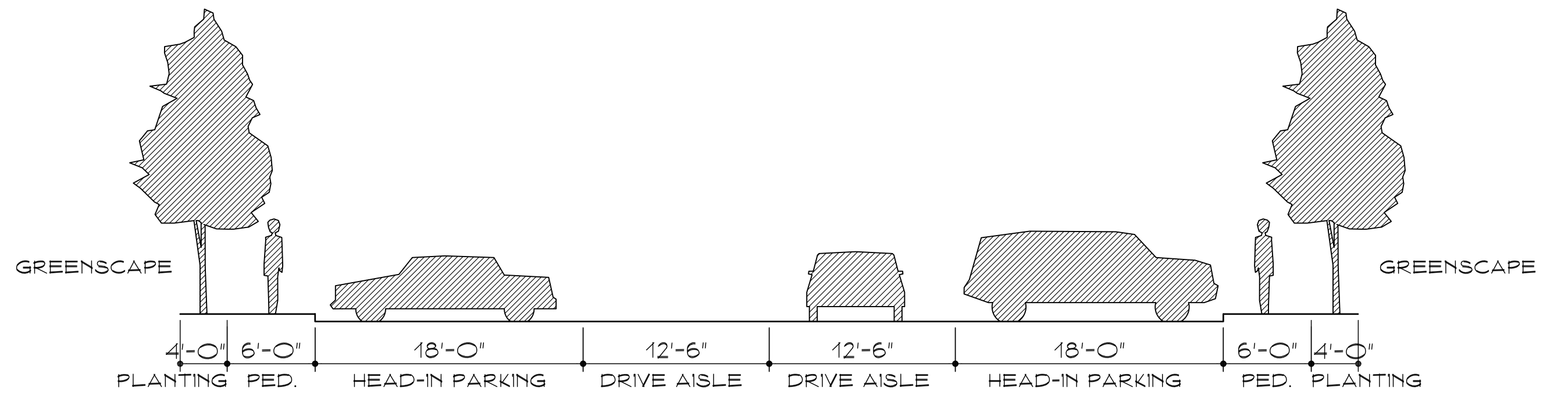
SCALE: 1" = 60'-0"

ARCHON CORPORATION  
 ARCHITECTS / PLANNERS  
 210 NORTH PARK BLVD.  
 SUITE 100 - GRAPEVINE, TX  
 76051 214/526-0731

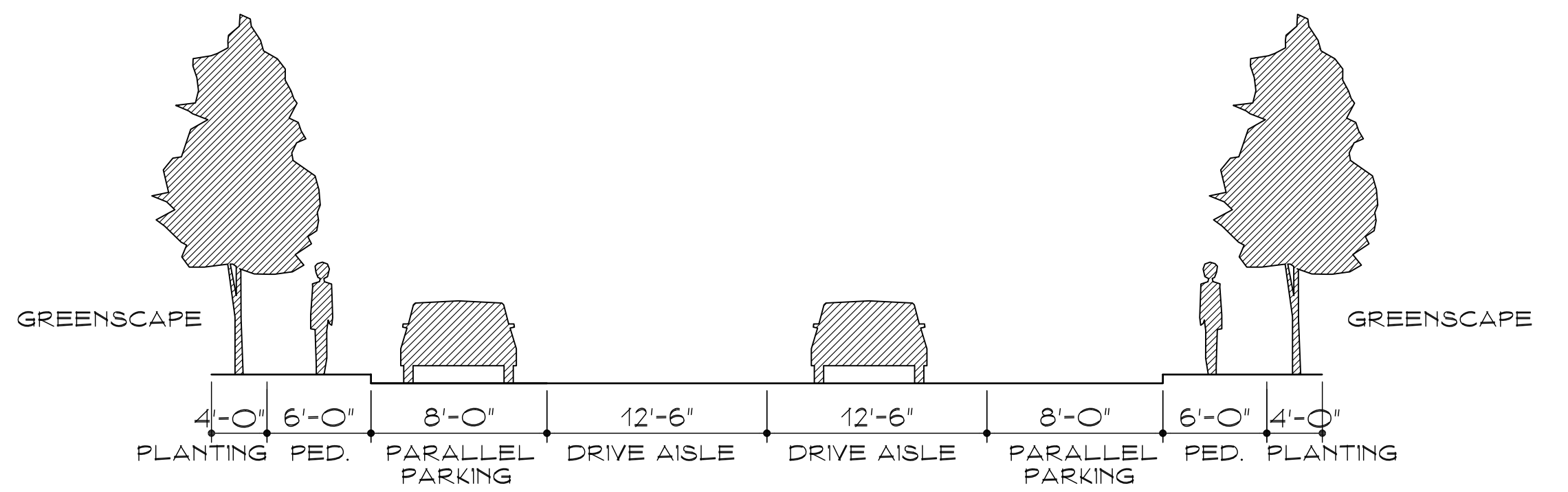




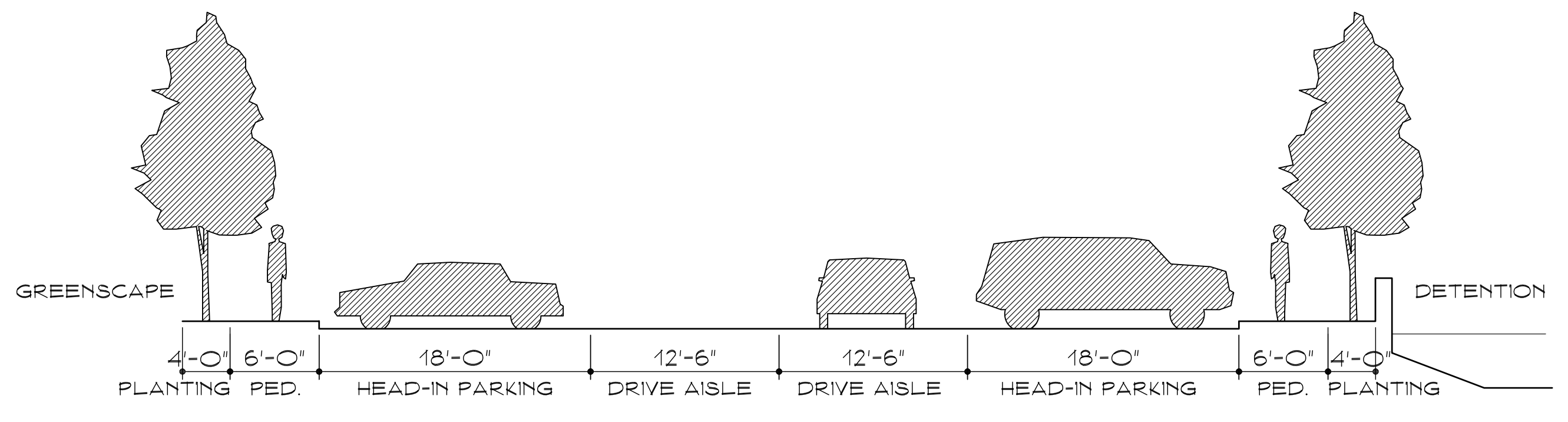
**STREET TYPE 'A'**  
RIGHT-OF-WAY : 81'-0"



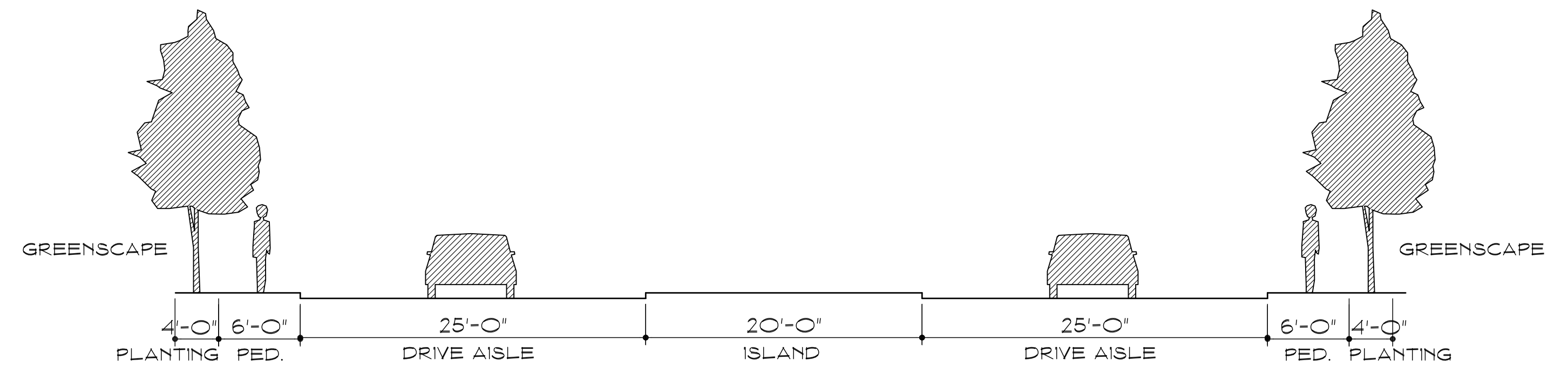
**STREET TYPE 'B'**  
RIGHT-OF-WAY : 81'-0"



**STREET TYPE 'C'**  
RIGHT-OF-WAY : 61'-0"



**STREET TYPE 'D'**  
RIGHT-OF-WAY : 81'-0"



**STREET TYPE 'E'**  
RIGHT-OF-WAY : 110'-0"

ARCHITECT:  
GARY G. WOOD #12202  
PRELIMINARY - NOT TO BE USED FOR  
REGULATORY APPROVAL, PERMITTING,  
OR CONSTRUCTION  
DATE: 10 JUL 23

STREET TYPES	
	PROJECT NAME: REED RANCH
	ACERAGE: 24.3 A.
	DATE: 10 JUL 23
 SCALE : 1" = 60'-0"	
 ARCHON CORPORATION ARCHITECTS / PLANNERS 210 NORTH PARK BLVD. SUITE 100 - GRAPEVINE, TX 76051 214/526-0731	

**ORDINANCE 2023-35**

**ZONING CONCEPT SCHEME CHANGE  
REED RANCH**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE ZONING CHANGE FOR 24.462 +/- ACRES OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, BASTROP COUNTY, TEXAS, MORE COMMONLY KNOWN AS REED RANCH FROM P2 RURAL TO PLANNED DEVELOPMENT DISTRICT; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR ENFORCEMENT; PROVIDING FOR PROPER NOTICE AND MEETING; AND ESTABLISHING AN EFFECTIVE DATE.**

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

**WHEREAS**, on or about July 26, 2023, Charley Dorsaneo submitted a request for zoning modifications for certain properties located at the northeast corner of State Highway 71 and Settlement Drive, within the city limits of Bastrop, Texas described as being 24.462 +/- acres of land out of the Nancy Blakey Survey Abstract 98 more commonly known as Reed Ranch (“Property”); and

**WHEREAS**, the City Staff has reviewed the request for zoning modifications, and finds it to be justifiable based upon the Future Land Use Designation for this Property; and

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

**WHEREAS**, in accordance with Texas Local Government Code Chapter 211, public notice was given, and a public hearing was held before the City of Bastrop Planning and Zoning Commission (P&Z) on October 5, 2023; and

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

**WHEREAS**, Texas Local Government Code Section 51.001 provides the City general authority to adopt an Ordinance or police regulations that are for good government, peace, or order of the City and are necessary or proper for

carrying out a power granted by law to the City; and

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

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

- Section 1:** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.
- Section 2:** The Property, a 24.462 +/- acres tract of land out of the Nancy Blakey Survey, Abstract 98, Bastrop County, Texas, more commonly known as Reed Ranch, more particularly shown and described in Attachment A which is attached and incorporated herein, is hereby rezoned from P2 Rural to Planned Development District with a base district of P4 Mix. The City Manager is hereby authorized to promptly note the zoning change on the official Zoning Map of the City of Bastrop, Texas.
- Section 3:** All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.
- Section 4:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.
- Section 5:** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.
- Section 6:** This Ordinance shall be effective immediately upon passage and publication.

*[Signatures on following page]*

**READ & ACKNOWLEDGED** on First Reading on this the 10th day of October  
2023. **READ & ADOPTED** on Second Reading on this the 7th day of  
November 2023.

**APPROVED:**

\_\_\_\_\_  
Lyle Nelson, Mayor

**ATTEST:**

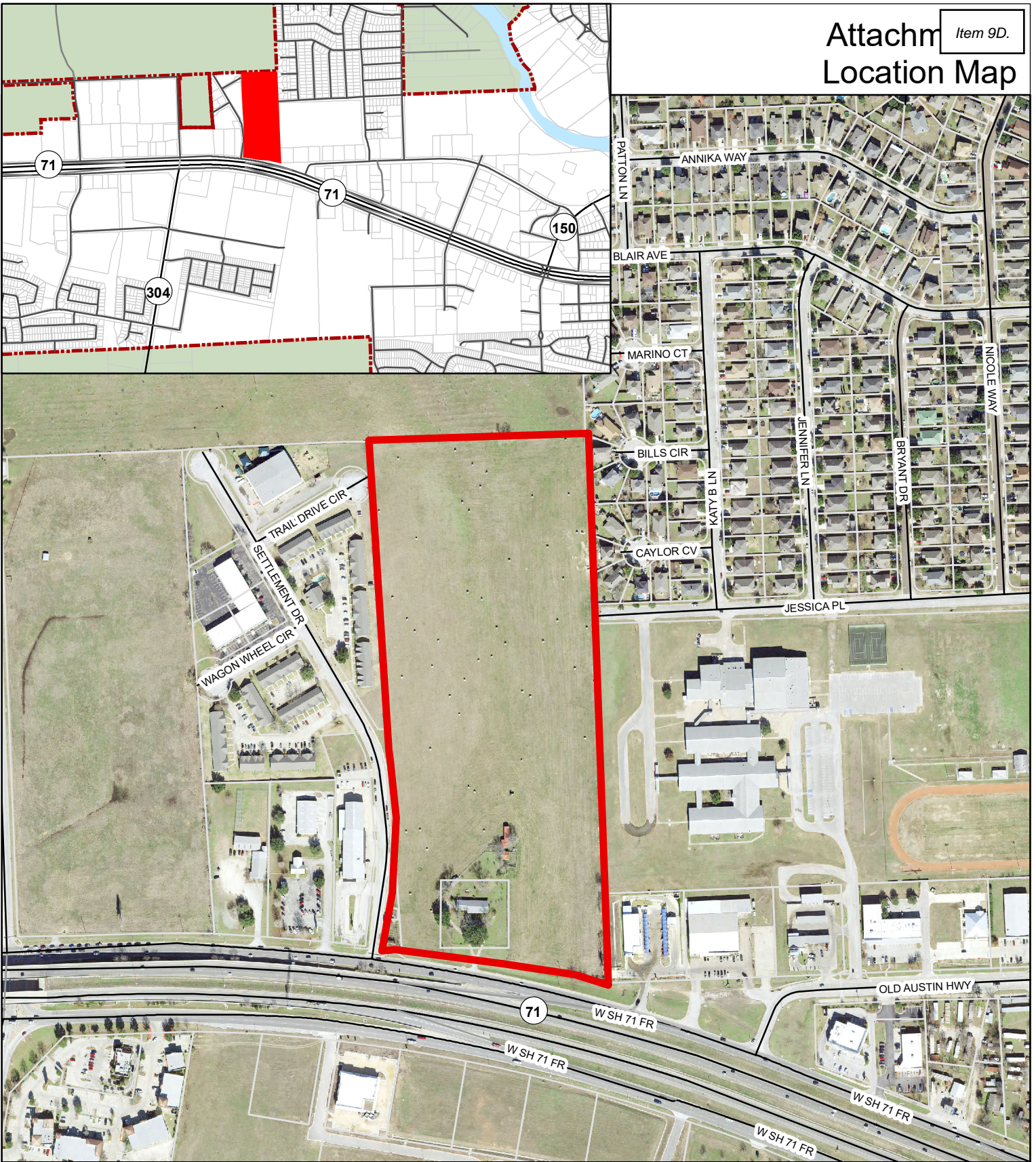
\_\_\_\_\_  
Ann Franklin, City Secretary

**APPROVED AS TO FORM:**

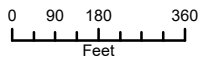
\_\_\_\_\_  
Alan Bojorquez, City Attorney

## ATTACHMENT A

### Property Description



## Reed Ranch Property Location Map



1 inch = 400 feet

Date: 10/4/2023

The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of the information, nor does it represent that its use will not infringe upon privately owned rights.



**ATTACHMENT B**

**Reed Ranch PDD**

# REED RANCH

## PLANNED DEVELOPMENT DISTRICT

### PROPERTY

The subject property is located at the northeast corner of W SH 71 westbound service road and Settlement Drive, encompassing approximately 24.462 acres, as described in the survey, attached hereto as **Exhibit A**, (the "Property").



### PURPOSE

The purpose of this planned development zoning district is to develop a two-phase multifamily project with varying building sizes and which will incorporate a mix of unit types nearby accessible civic space through a network of pedestrian-friendly streets. Per the City of Bastrop’s Comprehensive Plan 2036, the proposed development is located within a Transitional Residential character area. This development is compliant with the character area designation as it provides a multifamily use as an appropriate transition between the neighboring Public and Institutional and Neighborhood Residential character areas to the east and the General Commercial character area to the west (5-17). The development furthers the recommended development pattern of the character area by providing a new collector street along the eastern boundary. To move forward with our project, we are making an application for a Planned Development District (PDD) zoning designation, which is a representative zoning district for the character area, and therefore no amendment to the comprehensive plan is required (5-17). The Property is currently zoned as P2 (Rural).

### CONCEPT PLAN & BASE ZONING

A conceptual Planned Development Master Plan (the "PD Master Plan") for the proposed project has been attached to this PDD in **Exhibit B** to illustrate and identify the proposed land uses, intensities, building locations, building footprints, and thoroughfare locations, for the Property. In accordance with the B3 Code, the Property shall have a base place type designation of P4 (Mix), to allow for all permitted Building Types, including but not limited to Apartment and Courtyard Apartment Building types. The project is a



**PLANNED DEVELOPMENT DISTRICT**

contributing development to the goals of the overall place type mix within the pedestrian shed and the sole use for the Property shall be for multifamily development, as well as related accessory amenity and civic space uses. The southern portion of the Property shall be Phase 1 and the northern portion of the Property shall be Phase 2, and the development shall be constructed in that respective sequence. Approval of this PDD does not constitute approval of a subdivision or site plan.

**DEVELOPMENT STANDARDS**

The development standards of this PDD may include, but shall not be limited to, uses; density; lot size; building size; lot dimensions; setbacks; coverage; height; landscaping; lighting; screening; fencing; parking and loading; signage; open space; drainage; and utility standards, shall be in accordance with the P4 place type of the B3 Code. However, all building types shall be allowed 3 stories in height, except for (a) buildings in Phase 2, Blocks 2 and 4 (as generally shown on **Exhibit B**), which shall be limited to a maximum of 2 stories, and (b) buildings generally on the western half of the Property, which shall be limited to a maximum of 4 stories, with a variety of unit sizes and bedroom mixes, and those modified Development Standards within the Development Standards Variances, Deviations, Waivers, and Warrants List identified in **Exhibit C**, and approved as part of this PDD.

**STREET STANDARDS**

The Streets denoted as “Public Streets” in Exhibit B are intended to be City-owned and maintained. The Streets denoted as “Private Streets” shall be privately owned and maintained as part of the project. Per the City’s request, this PDD does not provide the extension of Jessica Place through the Property as identified in the City’s Thoroughfare Master Plan. By the approval of this PDD, the City acknowledges that no such public thoroughfare or connection is required. The location and permitted cross-sections and standards of such streets, alleys, and parking areas are generally shown on the Street Types exhibit, attached to this PDD as **Exhibit D**, and approved as part of this PDD. Additional street dedication and maintenance standards are described in **Exhibit C**, and approved as part of this PDD.

**CIVIC SPACE**

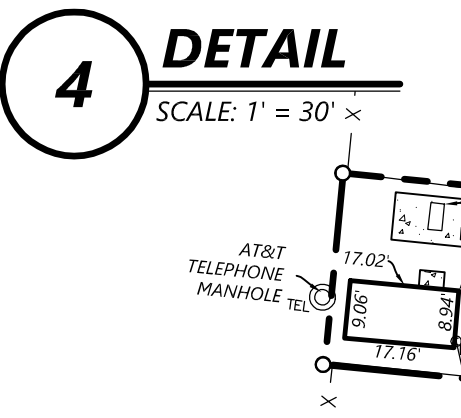
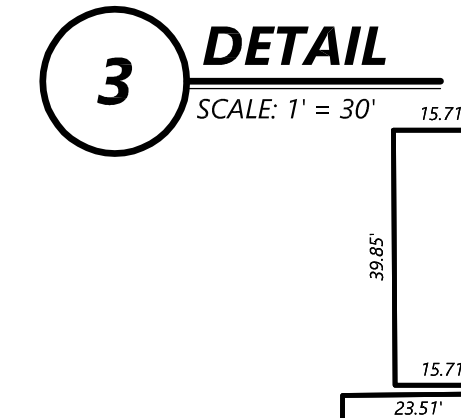
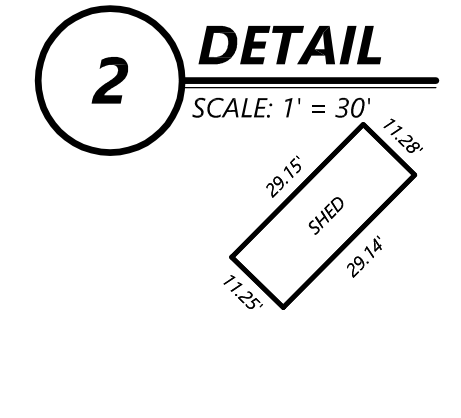
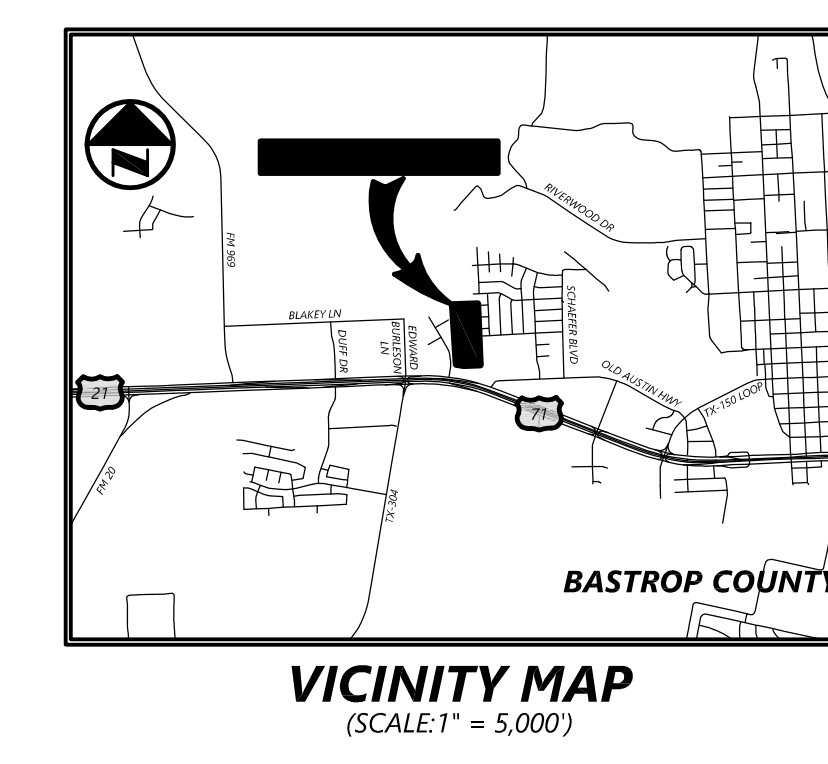
This PDD shall include privately owned civic space that shall be accessible to the public as generally shown in Exhibit B. The exact locations of civic space shall be finalized during site plan review. The private civic space shall meet the intent of the civic space requirement of the B3 Code.

**EXHIBITS**

The exhibits attached hereto shall be considered part of the PDD, except that the exact design and locations of any building, facility, structure or amenity shall be established during the plat or site plan review phases. Modifications from any such exhibit are permitted so long as the project complies with the minimum requirements included in the text of this planned development.

- Exhibit A – Property Survey
- Exhibit B – PD Master Plan
- Exhibit C – Development Standards Variances, Deviations, Waivers, and Warrants List
- Exhibit D – Street Standards

**REED RANCH**  
**PLANNED DEVELOPMENT DISTRICT**  
**Exhibit A**  
**Property Survey**



**NOTES ADDRESSING SCHEDULE "B" EXCEPTIONS (GF. NO. 4712023439-A) (Not survey related)**

- 10. Rights of tenants in possession, as tenants only, under unrecorded lease agreements. (Not survey related)
11. Intentionally deleted.
12. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
13. The following matters as shown on plat recorded in Plat Cabinet 2, Page 259B, Plat Record of Bastrop County, Texas: (Tract 2)
a. 15 foot wide public utility easement, as shown on survey prepared by Westwood Professional Services, Inc., Michael Jack Needham, RPLS No. 5183, Job No. 0043796.00, dated May 2, 2023, last revised 05/23/2023 (the "Survey").
b. Area 1A to be reserved for the owners of Lot 1 for sign purposes. (As shown hereon. Affects the property surveyed, located along the east line of Tract 1.)
14. Easements for the purposes shown below and rights incidental thereto, as granted in a document, as shown on the survey:
Granted to: Lines of Colorado River Authority
Purpose: electric lines and systems
Recording Date: September 23, 1961
Recording No.: Volume 155, Page 252, Deed Records of Bastrop County, Texas. (As shown hereon. Affects the property surveyed, located along the northwest corner of Tract 1.)
15. Easements for the purposes shown below and rights incidental thereto, as granted in a document, as shown on the Survey:
Granted to: Aqua Water Supply Corp.
Purpose: water pipe lines
Recording Date: January 28, 1970
Recording No.: Volume 194, Page 656, Deed Records of Bastrop County, Texas. (Unable to plot, blanket in nature, no visible evidence found.)
16. Easements for the purposes shown below and rights incidental thereto, as granted in a document, as shown on the Survey:
Granted to: Blumentritt Electric Cooperative, Inc.
Purpose: electric distribution line or system and appurtenances
Recording Date: August 3, 1985
Recording No.: Volume 385, Page 294, Official Records of Bastrop County, Texas. (As shown hereon. Affects the property surveyed, located along the east line of Tract 2.)
17. Intentionally deleted.
18. Granted to: City of Bastrop
Purpose: water line
Recording Date: December 14, 1998
Recording No.: Volume 552, Page 256, Official Records of Bastrop County, Texas. (As shown hereon. Affects the property surveyed, located along the south line of Tract 1.)
19. Easements for the purposes shown below and rights incidental thereto, as granted in a document, as shown on the Survey:
Granted to: City of Bastrop
Purpose: Public Utility Easement and Temporary Access & Construction Easement
Recording Date: September 13, 2021
Recording No.: 202119722, corrected by Instrument No. 202217429, Official Public Records of Bastrop County, Texas. (Affects: Tract 1)
(As shown hereon. Affects the property surveyed, located in the area near the southwest corner of Tract 1.)
20. Intentionally deleted.
21. Any rights, assessments, interests or claims which may exist by reason of or reflected by overhead utility lines along and across Tracts 1, 2 and 3 as shown on the Survey. (As shown on the Survey)
22. Any rights, assessments, interests or claims which may exist by reason of or reflected by gas and fiber optic lines across the south line of Tracts 1 & 3. (As shown on the Survey)
23. Any rights, assessments, interests or claims which may exist by reason of or reflected by encroachment/protrusion of fence along the east and west lines of Tract 1. (As shown on the Survey)
24. Denial of Access along a portion of the south line of Tract 1 according to TXDOT Plat AUS26504AF. (As shown on the Survey)
25. Section 14 of the Conditions of this policy is hereby deleted.
26. Any rights, assessments, interests or claims which may exist by reason of or reflected by TXDOT Billboard (License 6508, Owner Lamar Advantage Outdoor Company) as shown on the Survey.
27. Rights, claims, or interests, if any, of the State of Texas and/or Texas Department of Transportation. (as to Tract 3)
TABLE A ITEMS:
28. Addresses of the surveyed property disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork. - As shown hereon (Tract 1). No address provided (Tract 2).
29. Flood zone classification depicted by scaled map location and graphic plotting only. - As shown hereon.
30. Gross land area (and other areas) specified by the client. - As shown hereon.
31. (a) Exterior dimensions of all buildings at ground level. - As shown hereon.
32. Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lot, billboards, signs, swimming pool, landscaped area, substantial areas of refuse). - As shown hereon.
33. As specified by the client, distance to the nearest intersecting street. - As shown hereon.
34. Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork. - Area reserved for signs.

**BOUNDARY DESCRIPTION (AS SURVEYED)**

TRACT 1: 23.885 ACRES OF LAND IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, BEING OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, SAID 23.885 ACRES BEING ALL OF THAT TRACT OF LAND TITLED AS TRACT A IN THE DEED FROM CHARLES GORDON ROSANKY TO CHARLES GORDON ROSANKY, TRUSTEE OF THE CHARLES GORDON ROSANKY FAMILY TRUST DATED AUGUST 10, 1998, AND RECORDED IN VOLUME 953, PAGE 533, OFFICIAL PUBLIC RECORDS, SAID TRACT A BEING DESCRIBED AS 44.04 ACRES SAVE AND EXCEPT 20.00 ACRES LEAVING 24.04 ACRES.
TRACT 2: 0.158 ACRES OF LAND IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, BEING OUT OF LOT 1A OF THE SETTLEMENT ON THE COLORADO (PLAT CABINET 2, SLIDE 259B), SAID SUBDIVISION BEING OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, SAID 0.158 ACRES BEING ALL OF SAID LOT 1A SAVE AND EXCEPT 0.017 ACRES DESCRIBED IN THE DEED FROM VICTORIA BANK & TRUST COMPANY - CENTRAL TO MONTAHAD HIRE MENAOUR (VOLUME 572, PAGE 283, BASTROP COUNTY OFFICIAL PUBLIC RECORDS, SAID LOT 1A BEING DESCRIBED IN DEED AS TRACT G IN THE DEED FROM CHARLES GORDON ROSANKY TO CHARLES GORDON ROSANKY, TRUSTEE OF THE CHARLES GORDON ROSANKY FAMILY TRUST DATED AUGUST 10, 1998, AND RECORDED IN VOLUME 953, PAGE 533, BASTROP COUNTY OFFICIAL PUBLIC RECORDS.

**DESCRIPTION FROM TITLE COMMITMENT**

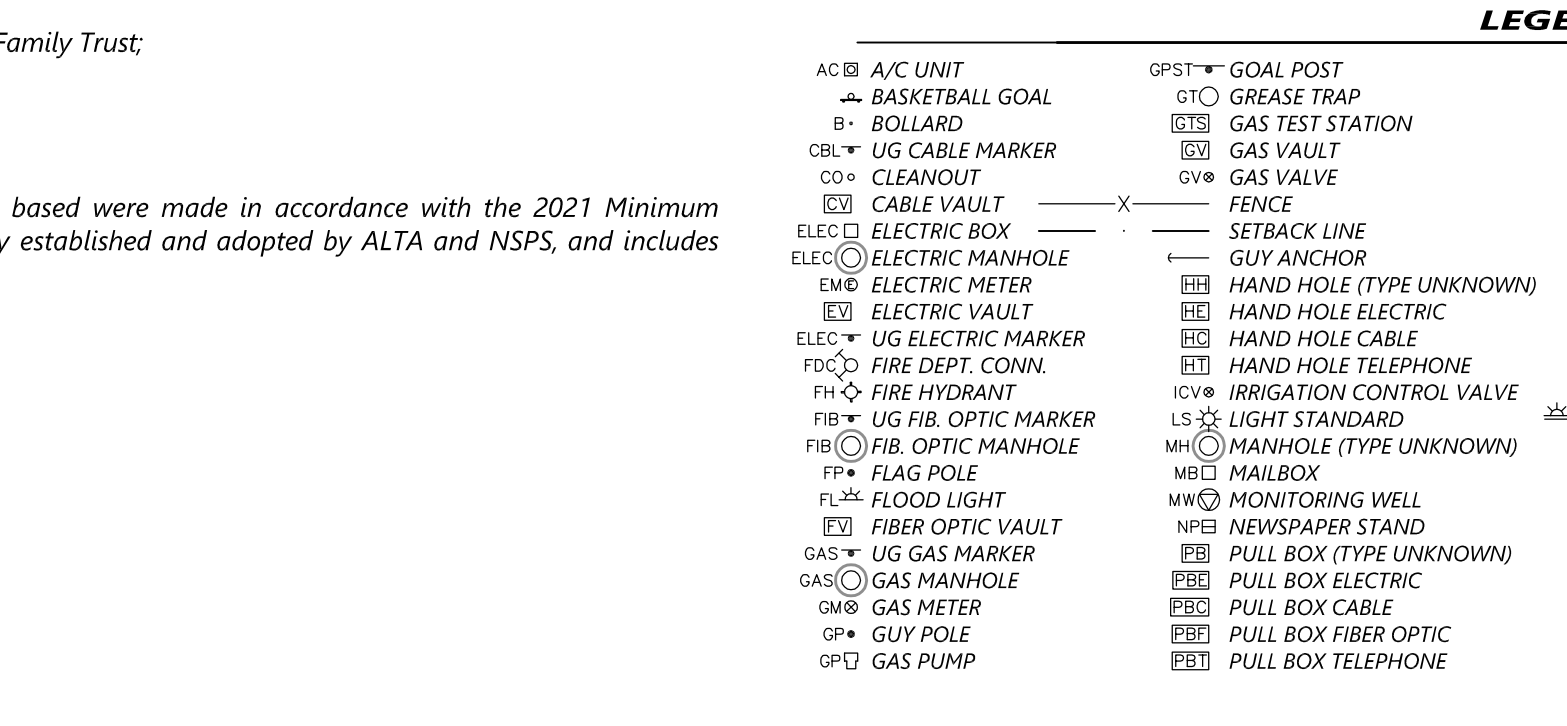
TRACT 1: 23.885 ACRES OF LAND, IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, BEING OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, SAID 23.885 ACRES BEING ALL OF THAT TRACT OF LAND TITLED AS TRACT A IN THE DEED FROM CHARLES GORDON ROSANKY TO CHARLES GORDON ROSANKY, TRUSTEE OF THE CHARLES GORDON ROSANKY FAMILY TRUST DATED AUGUST 10, 1998, AND RECORDED IN VOLUME 953, PAGE 533, OFFICIAL PUBLIC RECORDS, SAID TRACT A BEING DESCRIBED AS 44.04 ACRES SAVE AND EXCEPT 20.00 ACRES LEAVING 24.04 ACRES.
TRACT 2: 0.158 ACRES OF LAND IN THE CITY OF BASTROP, BASTROP COUNTY, TEXAS, BEING OUT OF LOT 1A OF THE SETTLEMENT ON THE COLORADO (PLAT CABINET 2, SLIDE 259B), SAID SUBDIVISION BEING OUT OF THE NANCY BLAKEY SURVEY, ABSTRACT 98, SAID 0.158 ACRES BEING ALL OF SAID LOT 1A SAVE AND EXCEPT 0.017 ACRES DESCRIBED IN THE DEED FROM VICTORIA BANK & TRUST COMPANY - CENTRAL TO MONTAHAD HIRE MENAOUR (VOLUME 572, PAGE 283, BASTROP COUNTY OFFICIAL PUBLIC RECORDS, SAID LOT 1A BEING DESCRIBED IN DEED AS TRACT G IN THE DEED FROM CHARLES GORDON ROSANKY TO CHARLES GORDON ROSANKY, TRUSTEE OF THE CHARLES GORDON ROSANKY FAMILY TRUST DATED AUGUST 10, 1998, AND RECORDED IN VOLUME 953, PAGE 533, BASTROP COUNTY OFFICIAL PUBLIC RECORDS.

**NOTES**

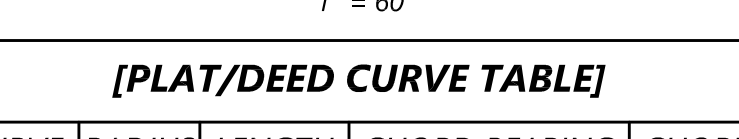
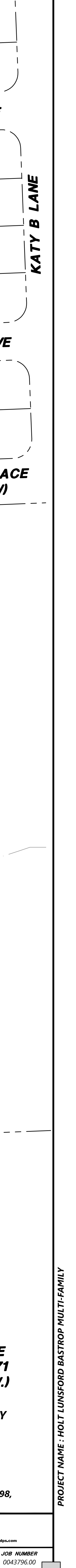
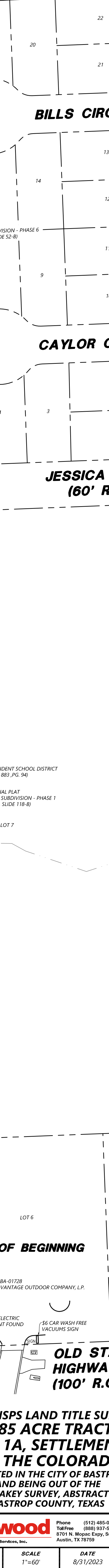
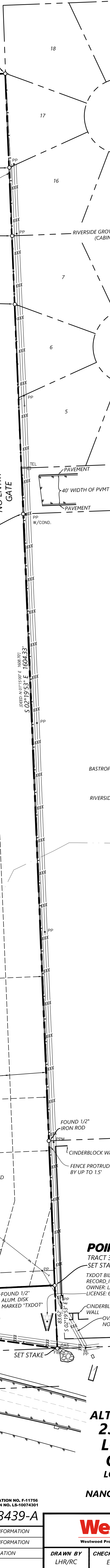
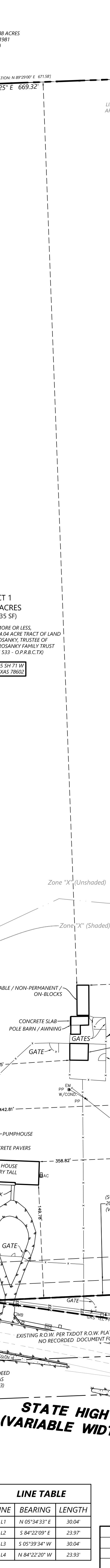
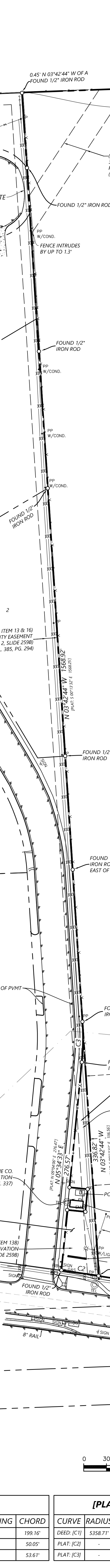
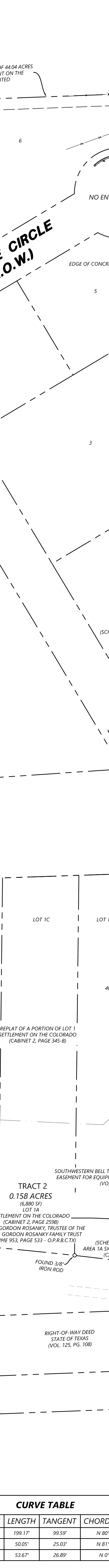
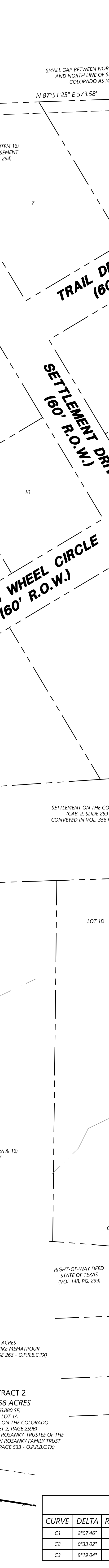
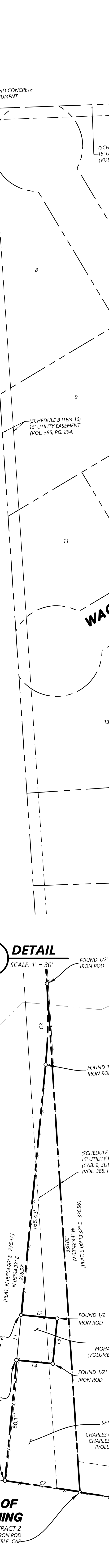
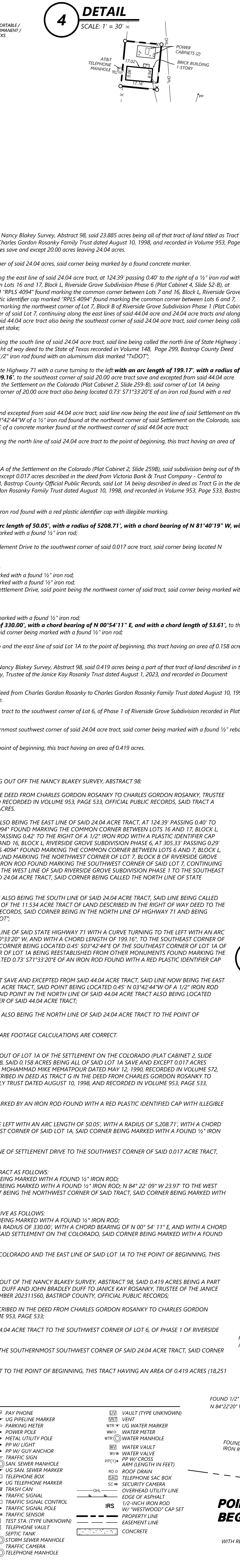
- 1. Bearing system for this survey is based on the State Plane Coordinate System, North American Datum of 1983 (2011), Texas Central Zone 4203. Distances and areas reported have been scaled by applying the TXDOT surface adjustment factor of 1.00003.
2. Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Bastrop County, Texas and Incorporated Areas. Map No. 48021C0355E, Community-Panel No. 481193 0355 E, Revised Date: January 19, 2006. All of the subject property is shown to be located in Zone "X" on said map. The location of the said flood zones is based on said maps; it is approximate and is not located on the ground. Relevant zones are defined on said map as follows:
Zone "X" (Unshaded) - Other Areas: Areas determined to be outside 0.2% annual chance floodplain.
Zone "X" (Shaded) - Other Flood Areas: Areas of 0.2% annual chance flood areas of 1% annual chance flood with average depths of less than 1 foot and with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
3. This survey is based on deeds, easements and/or recorded plats and other records furnished by the client and/or the client's representative as well as significant visible monuments found on the subject property and adjacent properties, field measurements and evidence of boundaries found on the ground. However, this survey shall not represent warranty of title or guarantee of ownership. The surveyor did not abstract the subject property. This survey was performed with the benefit of a current title abstract provided by Chicago Title Insurance Company, GF No. 4712023439-A, effective date July 30, 2023, issued August 24, 2023.
4. All underground utility information depicted on the survey is based on available recorded information on file at the City of Bastrop and the appropriate public utility companies. This information has been verified where possible by visible utility opportunities. The surveyor cannot guarantee the accuracy or completeness of these records. Lacking excavation, the exact location of underground utilities cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. The Surveyor has contacted the Texas One Call System (DigTess) and depicted thereon the visible and apparent markings on the ground as a result of location #225838345.
5. This survey does not provide a determination or opinion concerning the location or existence of wetlands, boulders, toxic or hazardous waste areas, subsidence, surface and environmental conditions or geological issues. No statement is made concerning the suitability of the subject for any intended use, purpose or development.
6. Square footage totals shown hereon or referenced herein are based on mathematical closures and do not necessarily represent the positional accuracy of the boundary monuments.
7. The word "certify" or "certificate" as shown and used hereon means an expression of professional opinion regarding the facts of the survey and does not constitute a warranty or guarantee, expressed or implied.
8. Except as specifically stated or shown on this plat, this survey does not purport to reflect any of the following which may be applicable to the subject tract: easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, Agreements, Lease Agreements, and ownership title evidence.
9. Any declaration made hereon or herein is made to the original purchaser of the survey; it is not transferable to additional institutions or subsequent owners.
10. Intrusions or protrusions are as shown. Whether the intrusion or protrusion rises to the level of being an encroachment is a matter of law which takes into consideration currently unknown conditions.

**SURVEYOR'S CERTIFICATE**

I, HLC COMMUNITIES LLC, a Texas limited liability company, Charles Gordon Rosanky, Trustee of the Charles Gordon Rosanky Family Trust, Chicago Title Insurance Company, Hayden/Woodard and Wick Phillips Gould & Martin, LLP,
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 2, 3, 4, 7(a), 8, 14 and 16 of Table A thereof. The field work was completed on May 1, 2023.
Date of Plat or Map: August 31, 2023.



WESTWOOD PROFESSIONAL SERVICES, INC. MICHAEL JACK NEEDHAM, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5183, 1511 WESTWOOD DR., SUITE 200, BASTROP, TEXAS 78003. PHONE: (817) 485-0811, FAX: (817) 485-0820, WWW.WESTWOODPS.COM



**LINE TABLE**

Table with columns: CURVE, DELTA, RADIUS, LENGTH, TANGENT, CHORD BEARING, CHORD. It lists curve data for Tract 1 and Tract 2.

**[PLAT/DEED CURVE TABLE]**

Table with columns: CURVE, RADIUS, LENGTH, CHORD BEARING, CHORD. It lists curve data from previous plats/deeds.

**THESE RECORDS ARE PART OF THE PUBLIC RECORDS OF BASTROP COUNTY, TEXAS**

NO. DATE REVISION
DRAWN BY: LHR/RC, CHECKED BY: ETB, SCALE: 1"=60', DATE: 8/31/2023, JOB NUMBER: 0043796.00

WESTWOOD PROFESSIONAL SERVICES, INC. MICHAEL JACK NEEDHAM, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5183, 1511 WESTWOOD DR., SUITE 200, BASTROP, TEXAS 78003. PHONE: (817) 485-0811, FAX: (817) 485-0820, WWW.WESTWOODPS.COM

PROJECT NAME: HOLT LUNSFORD BASTROP MULTI-FAMILY

**REED RANCH**  
**PLANNED DEVELOPMENT DISTRICT**  
**Exhibit B**  
**PD Master Plan**

OWNER

ROSANKY, CHARLES G  
FAMILY TRUST  
615 HWY 71 W  
BASTROP, TX 78602

DEVELOPER

HOLT LUNSFORD HOLDINGS  
5950 BERKSHIRE LANE, SUITE 900  
DALLAS, TX 75225

ARCHITECT

ARCHON CORPORATION  
210 N. PARK BLVD, SUITE 100  
GRAPEVINE, TX 76051

ENGINEER

HOLLIS SCHEFFLER, P.E.  
8701 N. MOPAC EXPY, SUITE 320  
AUSTIN, TEXAS 78759  
PHONE: (512) 485-0831

SURVEYOR

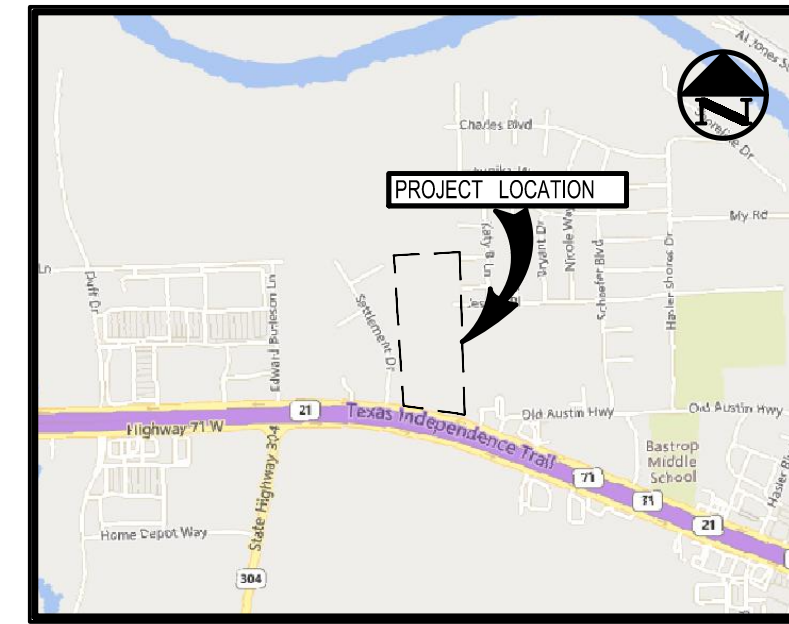
MICHAEL JACK NEEDHAM  
8701 N. MOPAC EXPY, SUITE 320  
AUSTIN, TEXAS 78759  
PHONE: (512) 485-0831



LEGAL DESCRIPTION:

A98 BLAKEY, NANCY, ACRES 23.0400

# ZONING CONCEPT PLANS FOR REED RANCH 615 SH 71 W BASTROP TX, 78602



VICINITY MAP  
(1"=2000')

PROJECT ZONING: P-2  
PROJECT ADDRESS: 615 SH 71 W  
SUBMITTAL DATE: JULY 10, 2032

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	EXISTING PEDESTRIAN SHED
3	PROPOSED PEDESTRIAN SHED
4	PD SITE PLAN
5	LOT AND BLOCK LAYOUT
6	EXISTING DRAINAGE AREA MAP
7	PROPOSED DRAINAGE AREA MAP
8	UTILITY PLAN 1 OF 2
9	UTILITY PLAN 2 OF 2

REVISIONS

NO.	DATE	DESCRIPTION	BY

REED RANCH  
615 SH 71 W  
BASTROP TX, 78602  
COVER

**PRELIMINARY**  
NOT FOR CONSTRUCTION  
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IT IS NOT TO BE USED FOR PERMITTING,  
BIDDING, OR CONSTRUCTION PURPOSES.  
PLANS PREPARED UNDER THE DIRECT  
SUPERVISION AND SEAL OF ARCHITECT, P.E. TEXAS  
REGISTRATION NO. 150646.  
DATE: xx/xx/xxxx

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

SHEET NO.  
**1**

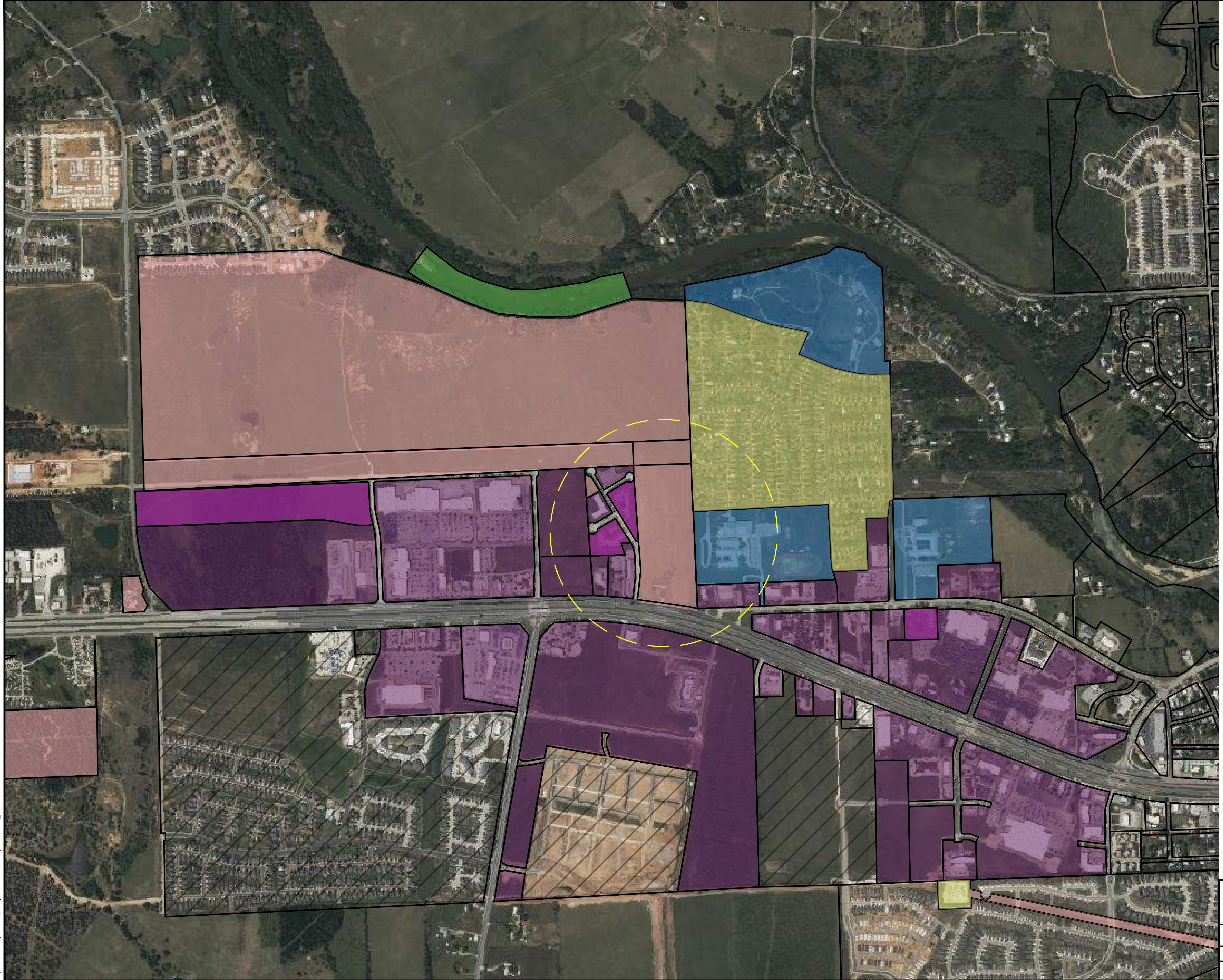
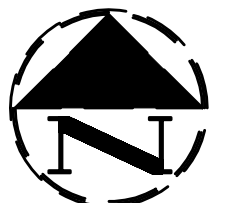
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Phone (512) 485-0831 8701 N. Mopac Expy, Suite 320  
Toll Free (888) 937-5150 Austin, TX 78759  
westwoodps.com

Westwood Professional Services, Inc.  
TBPE FIRM REGISTRATION NO. F-11756  
TBPLS FIRM REGISTRATION NO. LS-10074301

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TBPLS FIRM REGISTRATION NO. LS-100800-00



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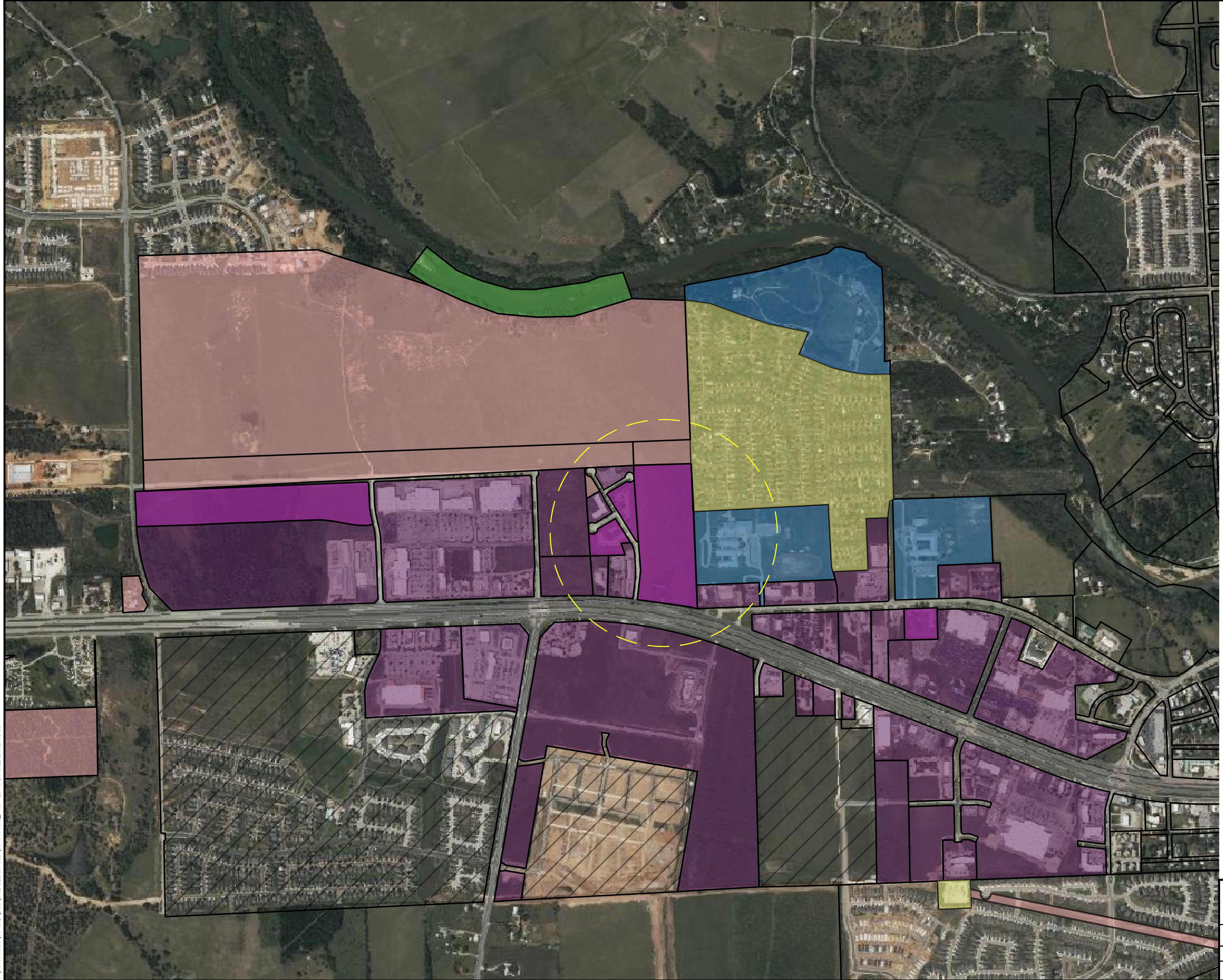
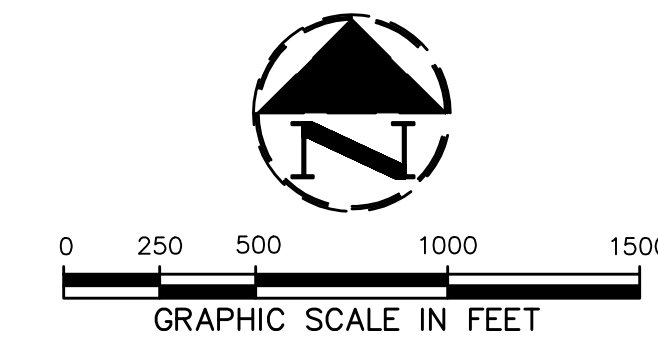
- PLANNED DEVELOPMENT
- NATURE
- CIVIC SPACE
- RURAL
- NEIGHBORHOOD
- MIX
- CORE

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 Toll Free (888) 937-5150  
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TYPE FIRM REGISTRATION NO. F-11756  
 TBPLS FIRM REGISTRATION NO. LS-10074301

**EXISTING PEDESTRIAN SHED (1/4 MILE)**

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
NEP	NEP	5/31/2023	1"=500'			<b>EXHB</b>

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P2	P3	P4	CIVIC	P5	TOTAL
10.11%	12.35%	24.53%	14.68%	24.58%	86.91%

- PLANNED DEVELOPMENT
- NATURE
- CIVIC SPACE
- RURAL
- NEIGHBORHOOD
- MIX
- CORE

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 8701 N. Mopac Expy, Suite 320  
 Austin, TX 78759 westwoodps.com  
TYPE FIRM REGISTRATION NO. F-11756  
 TBPLS FIRM REGISTRATION NO. LS-10074301

**PROPOSED PEDESTRIAN SHED (1/4 MILE)**

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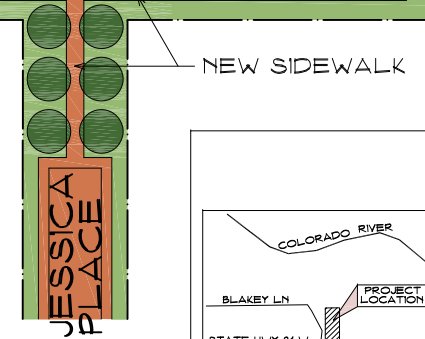
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TO OLD AUSTIN ROAD  
 OWNER:  
 BASTROP CAR WASH SERVICES LLC  
 CALLED 1.55 ACRES  
 PH-1

- PUBLIC STREET
- CIVIC SPACE
- PRIVATE STREET
- MIXED USE SPACE
  - CO-WORK
  - FITNESS
  - POOL

OVERALL SITE GROSS = 24.5 ACRES



ARCHITECT:  
 GARY G. WOOD #12202  
 PRELIMINARY - NOT TO BE USED FOR  
 REGULATORY APPROVAL, PERMITTING,  
 OR CONSTRUCTION  
 DATE: 27 SEP 23

**COLORED CONCEPT PD  
 SITE PLAN**

PROJECT NAME: REED RANCH  
 ACERAGE: 24.5 A.  
 DATE: 27 SEP 23

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 SCALE: 1" = 60'-0"

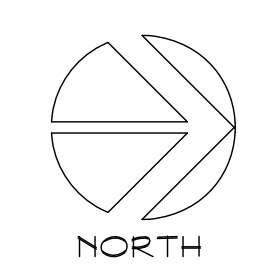
ARCHON CORPORATION  
 ARCHITECTS / PLANNERS  
 210 NORTH PARK BLVD.  
 SUITE 100 - GRAPEVINE, TX  
 76051 214/526-0731





ARCHITECT:  
 GARY G. WOOD #12202  
 PRELIMINARY - NOT TO BE USED FOR  
 REGULATORY APPROVAL, PERMITTING,  
 OR CONSTRUCTION  
 DATE: 10 JUL 23

■ PUBLIC STREET  
 ■ PRIVATE STREET



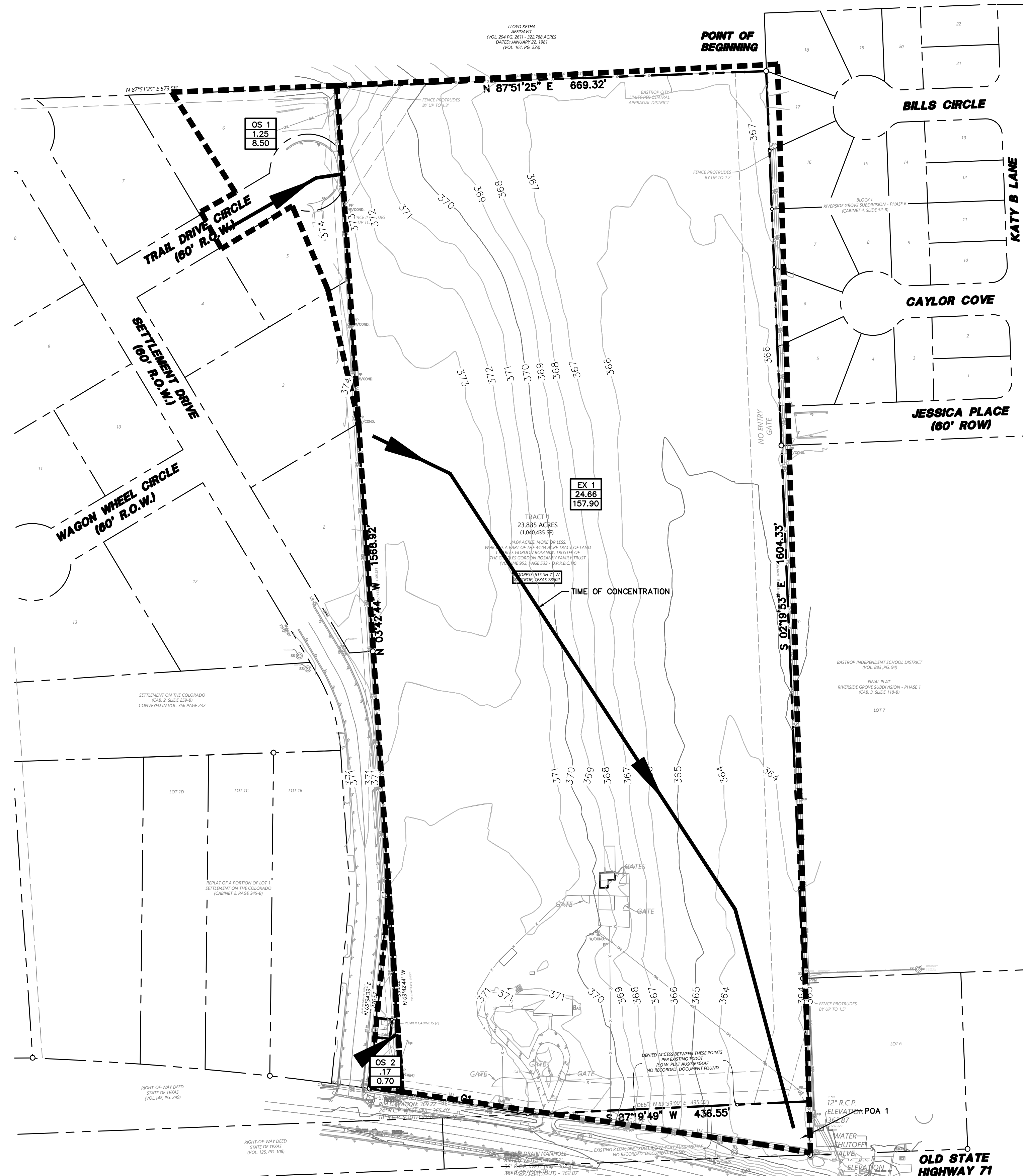
**LOT/BLOCK PLAN**

PROJECT NAME: REED RANCH  
 ACERAGE: 24.3 A.  
 DATE: 10 JUL 23

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 SCALE: 1" = 60'-0"

**ARCHON CORPORATION**  
 ARCHITECTS / PLANNERS  
 210 NORTH PARK BLVD.  
 SUITE 100 - GRAPEVINE, TX  
 76051 214/526-0731

JWHITTER  
 8/23/2023 9:37 AM  
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DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW								
			Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T <sub>sheet</sub> (min)	Length (ft)	Slope (ft/ft)	Surface Type	Velocity (ft/s)	K	T <sub>shallow</sub> (min)	Length (ft)	Slope (ft/ft)	Type	K (ft)	Velocity (ft/s)	T <sub>channel</sub> (min)	T <sub>c</sub> (min)
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00	0.01	UNPAVED	1.61	16.13	1.55	0.00	0.01	36" RCP	94.36	9.44	0.00	13.43
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00	0.01	UNPAVED	1.61	16.13	0.00	0.00	0.01	36" RCP	94.36	9.44	0.00	32.22
EX 1	EX 1	24.66	50.00	0.01	SHORT GRASS PRAIRIE	0.31	0.15	2.67	990.00	0.03	UNPAVED	2.79	16.13	5.90	0.00	0.01	36" RCP	94.36	9.44	0.00	8.58

**HEC-HMS SUMMARY: EXISTING CONDITIONS**

Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Impervious Cover %	2 YEAR STORM		10 YEAR STORM		25 YEAR STORM		100 YEAR STORM	
					Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Runoff (cfs)
OS 1	1.25	61	8.06	34.64%	2.50	5.50	5.50	6.10	6.10	8.50	8.50	
OS 1	1.25	61	19.33	0.00%	0.10	0.40	0.40	0.50	0.50	0.70	0.70	
EX 1	24.66	61	5.15	1.32%	27.40	86.20	86.20	103.80	103.80	157.90	157.90	
POA 1					27.40	86.20	86.20	103.80	103.80	157.90	157.90	

**Westwood**  
 Phone (512) 485-0831 8701 N. Mopac Expy, Suite 320  
 Toll Free (888) 937-5150 Austin, TX 78759  
 Westwood Professional Services, Inc.  
 TBPE FIRM REGISTRATION NO. F-469  
 TBPLS FIRM REGISTRATION NO. LS-100080-00

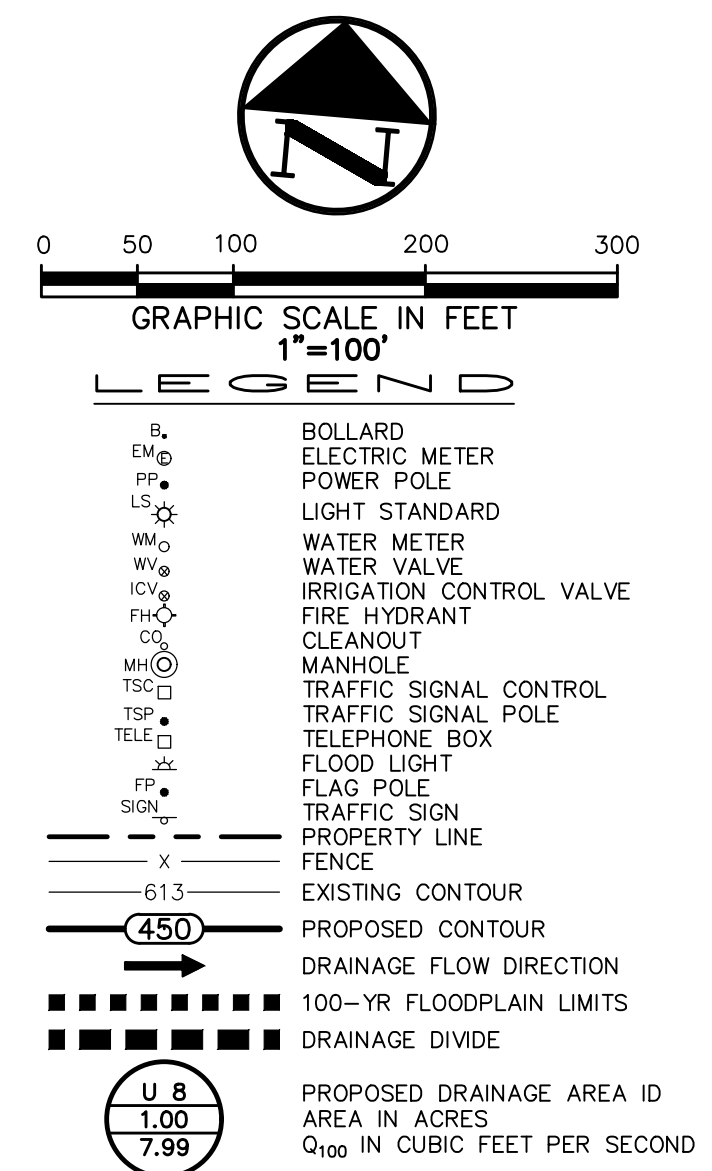
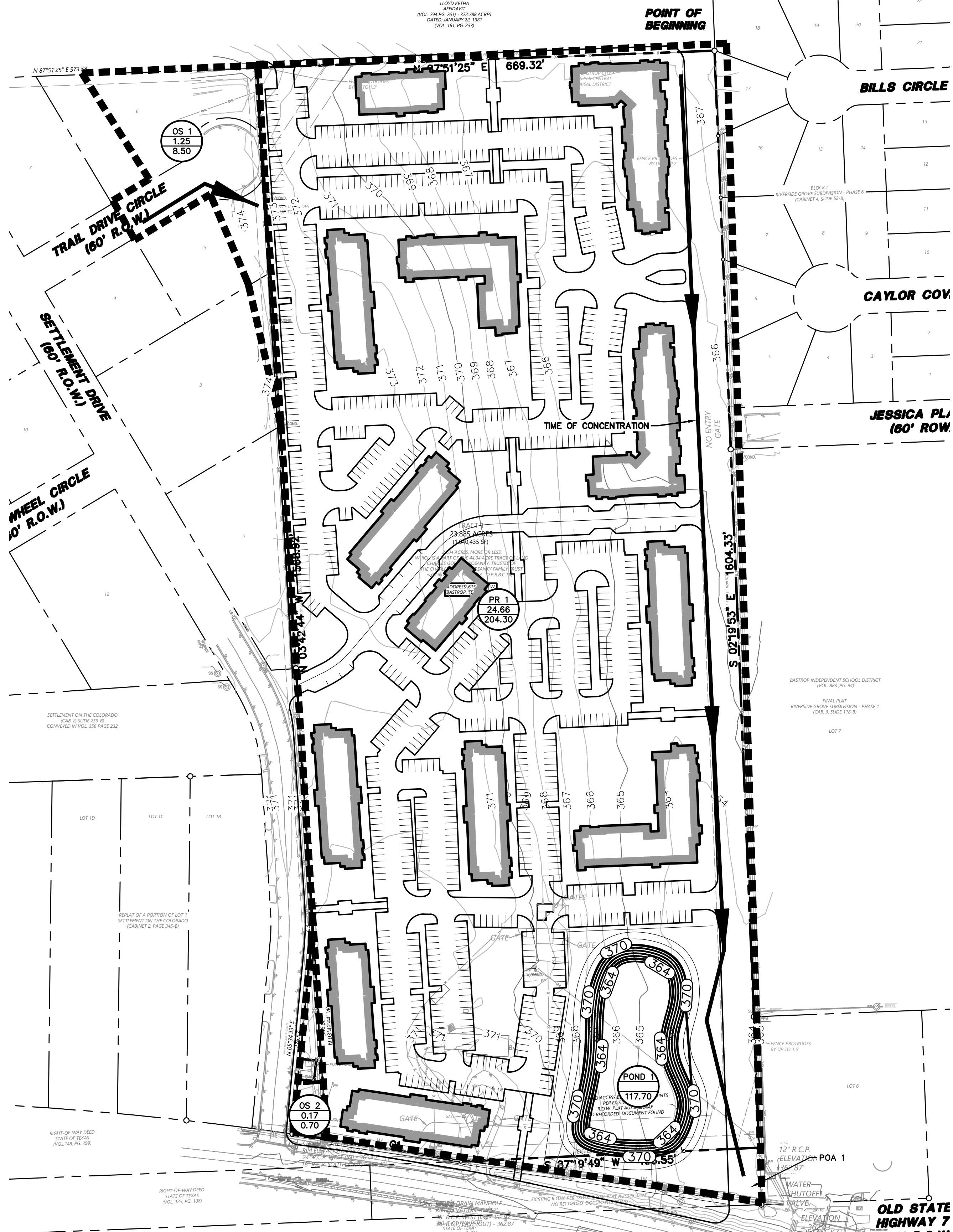
NO.	DATE	BY	DESCRIPTION

**REED RANCH**  
**615 SH 71 W**  
**BASTROP TX, 78602**  
**EXISTING DRAINAGE AREA MAP**

**PRELIMINARY**  
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 AND IS NOT INTENDED FOR PERMITTING,  
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 PLANS PREPARED UNDER THE DIRECT  
 REGISTRATION NO. 135049.  
 DATE: 07/23/2023

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

SHEET NO. **6**



DRAINAGE NUMBER	INLET NUMBER	AREA (acres)	SHEET FLOW					SHALLOW CONCENTRATED FLOW					CHANNEL FLOW								
			Length (ft)	Slope (ft/ft)	Surface Cover	Velocity (ft/s)	Manning's n	T <sub>sheet</sub> (min)	Length (ft)	Slope (ft/ft)	Surface Type	Velocity (ft/s)	K	T <sub>shallow</sub> (min)	Length (ft)	Slope (ft/ft)	Type	K (ft)	Velocity (ft/s)	T <sub>channel</sub> (min)	T <sub>c</sub> (min)
OS 1	OS 1	1.25	50.00	0.01	SHORT GRASS PRAIRIE	0.07	0.15	11.88	150.00	0.01	UNPAVED	1.61	16.13	1.55	0.00	0.01	36" RCP	94.36	9.44	0.00	13.43
OS 2	OS 2	0.17	50.00	0.01	SHORT GRASS PRAIRIE	0.03	0.15	32.22	0.00	0.01	UNPAVED	1.61	16.13	0.00	0.00	0.01	36" RCP	94.36	9.44	0.00	32.22
PR 1	PR 1	24.66	50.00	0.01	ASPHALT	1.87	0.02	0.45	990.00	0.03	PAVED	3.52	20.33	4.69	0.00	0.01	36" RCP	94.36	9.44	0.00	5.13

HEC-HMS SUMMARY: DEVELOPED CONDITONS													
Drainage Area Basin Designation	Drainage Area (ac)	Base Curve Number CN	Lag Time (min)	Cumulative Area (ac)	Impervious Cover %	2 YEAR STORM		10 YEAR STORM		25 YEAR STORM		100 YEAR STORM	
						Runoff Per Drainage Area (cfs)	Routed Cumulative Area (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Area (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Area (cfs)	Runoff Per Drainage Area (cfs)	Routed Cumulative Area (cfs)
OS 1	1.25	61	8.06	1.25	34.64%	2.50	27.20	5.50	82.50	6.10	91.00	8.50	117.70
OS 2	0.17	61	19.33	0.17	0.00%	0.10	27.20	0.40	82.50	0.50	91.00	0.70	117.70
PR 1	24.66	61	3.08	24.66	62.90%	78.00	27.20	149.00	82.50	155.70	91.00	204.30	117.70
POND 1							27.20		82.50		91.00		117.70
POA 1						27.20		82.50		91.00		117.70	

**Westwood**  
 Phone (512) 485-0831 8701 N. Mopac Expy, Suite 320  
 Toll Free (888) 937-5150 Austin, TX 78759  
 westwoodpa.com  
 Westwood Professional Services, Inc.  
 TBPE FIRM REGISTRATION NO. F-469  
 TBPLS FIRM REGISTRATION NO. LS-100080-00

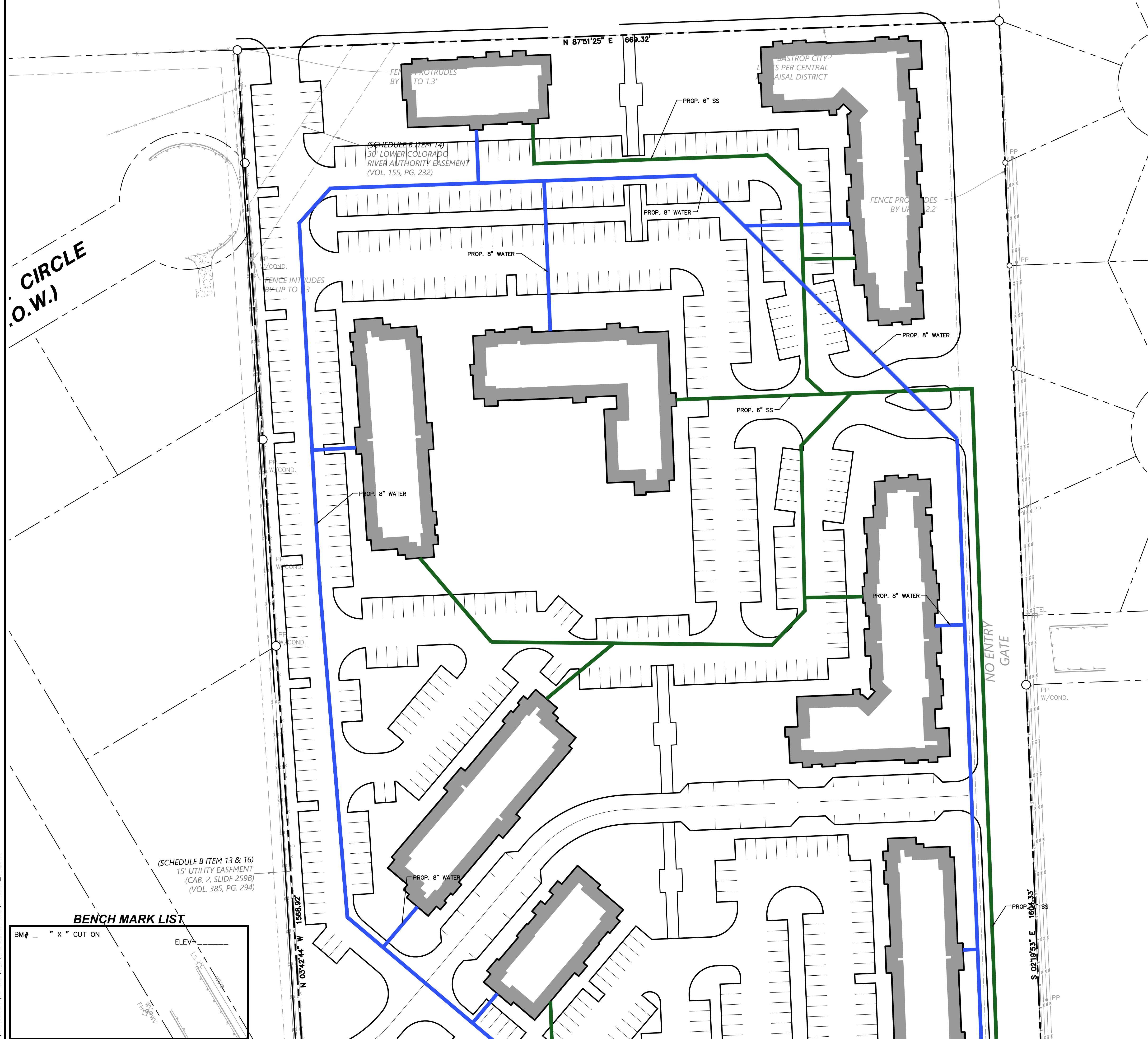
REVISIONS	
NO.	DESCRIPTION

**REED RANCH**  
**615 SH 71 W**  
**BASTROP TX, 78602**  
**PROPOSED DRAINAGE AREA MAP**

**PRELIMINARY**  
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 PLANS PREPARED UNDER THE DIRECT  
 SUPERVISION AND SIGNATURE OF A  
 REGISTERED PROFESSIONAL ENGINEER, P.E. TEXAS  
 REGISTRATION NO. 13580-06.  
 DATE: 08/23/2023

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023

SHEET NO. **7**



0 20 40 80 120  
GRAPHIC SCALE IN FEET  
1"=40'

**LEGEND**

BL	BOLLARD
EM	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
CO	CLEANOUT
MH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
TE	TELEPHONE BOX
FL	FLOOD LIGHT
TR	TRAFFIC SIGN
IR	1/2-INCH IRON ROD
W/P	W/ "PACHCO KOCH" CAP SET
CM	CONTROLLING MONUMENT
PL	PROPERTY LINE
X	FENCE
OH	OVERHEAD UTILITY LINE
UE	UNDERGROUND ELECTRIC LINE
UC	UNDERGROUND CABLE LINE
6"W	UNDERGROUND WATER LINE
6"SS	UNDERGROUND SANITARY SEWER LINE
PP	PROP. FDC LOCATION
PP	PROP. WATER VALVE
PP	PROP. FIRE HYDRANT
PP	PROP. WATER LINE W/ BEND
PP	PROP. SANITARY SEWER LINE
PP	PROP. SANITARY SEWER MANHOLE
PP	PROP. SANITARY SEWER CLEANOUT

- WATER & SANITARY SEWER GENERAL NOTES**
- ALL CONCRETE SHALL BE CLASS "A" (3000 PSI), UNLESS OTHERWISE NOTED.
  - ALL WATER MAINS SHALL BE PVC C900, DR 18, CLASS 215, FIRE PROTECTION SERVICES SHALL BE PVC C900, DR 14, CLASS 305 AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND SPECIFICATIONS OF THE FIRE PROTECTION PLANS TO BE PREPARED BY A LICENSED FIRE PROTECTION CONTRACTOR.
  - WATER AND SANITARY SEWER SERVICES SHALL MEET PLUMBING CODE REQUIREMENTS.
  - ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 48 INCHES BELOW IMPROVED FINISHED GRADE, UNLESS OTHERWISE NOTED.
  - SANITARY SEWER PIPE SHALL BE PVC SDR-35.
  - WHEN WATER AND SANITARY SEWER MAINS, SERVICES, AND LATERALS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO EACH OTHER THAN NINE FEET IN ALL DIRECTIONS AND PARALLEL LINES MUST BE INSTALLED IN SEPARATE TRENCHES, WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, THE FOLLOWING TCEQ CHAPTERS SHALL APPLY:  
6.A. TCEQ CHAPTER 217.53 PIPE DESIGN, SECTION (d) SEPARATION DISTANCES.  
6.B. TCEQ CHAPTER 290.44 WATER DISTRIBUTION, SECTION (e) LOCATION OF WATERLINES.
  - CONTRACTOR TO VERIFY ALL EXISTING SEWER FLOW LINES BEFORE BEGINNING CONSTRUCTION.
  - CONTRACTOR SHALL TIE A ONE INCH WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF SEWER SERVICE AND SHALL LEAVE A MINIMUM OF 36 INCHES OF FLAGGING EXPOSED AFTER BACKFILL. AFTER CURB AND PAVING IS COMPLETED, CONTRACTOR SHALL MARK THE LOCATION OF THE SEWER SERVICE ON THE CURB OR ALLEY IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
  - ALL SANITARY SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE STANDARD CITY SPECIFICATIONS.
  - THE UTILITY CONTRACTOR SHALL INSTALL THE WATER SERVICES TO A POINT TWO FEET BACK OF THE CURB LINE AT A DEPTH OF 12 INCHES. THE METER BOX SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR AFTER THE PAVING CONTRACTOR HAS COMPLETED THE FINE GRADING BEHIND THE BACK OF THE CURB. EACH SERVICE LOCATION SHALL BE MARKED ON THE CURB WITH A BLUE LETTER "W" BY THE UTILITY CONTRACTOR AND TIED TO PROPERTY CORNERS ON THE "RECORD DRAWINGS."
  - ALL METER BOXES SHALL BE LOCATED IN NON-TRAFFIC AREAS.
  - TRENCH BACKFILL MATERIAL SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.2 AND SHALL BE MECHANICALLY COMPACTED IN 6-INCH LIFTS TO THE TOP OF SUBGRADE TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY IN ACCORDANCE WITH NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
  - EMBEDMENT SHALL CONFORM TO THE REQUIREMENTS OF NCTCOG ITEM 504.5 UNLESS OTHERWISE SHOWN ON THESE PLANS OR STATED IN THE STANDARD CITY SPECIFICATIONS.
  - VALVE BOXES SHALL BE FURNISHED AND SET ON EACH GATE VALVE. AFTER THE FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED, THE UTILITY CONTRACTOR SHALL POUR A 24"x24"x6" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS LEVEL WITH THE FINISHED GRADE.
  - CONTRACTOR SHALL RECONNECT ALL EXISTING SERVICES AND MAINTAIN EXISTING SERVICES THROUGHOUT CONSTRUCTION.
  - IF REQUIRED DUE TO CONSTRUCTION, POWER POLES TO BE BRACED OR RELOCATED AT CONTRACTOR'S EXPENSE.

**BENCH MARK LIST**

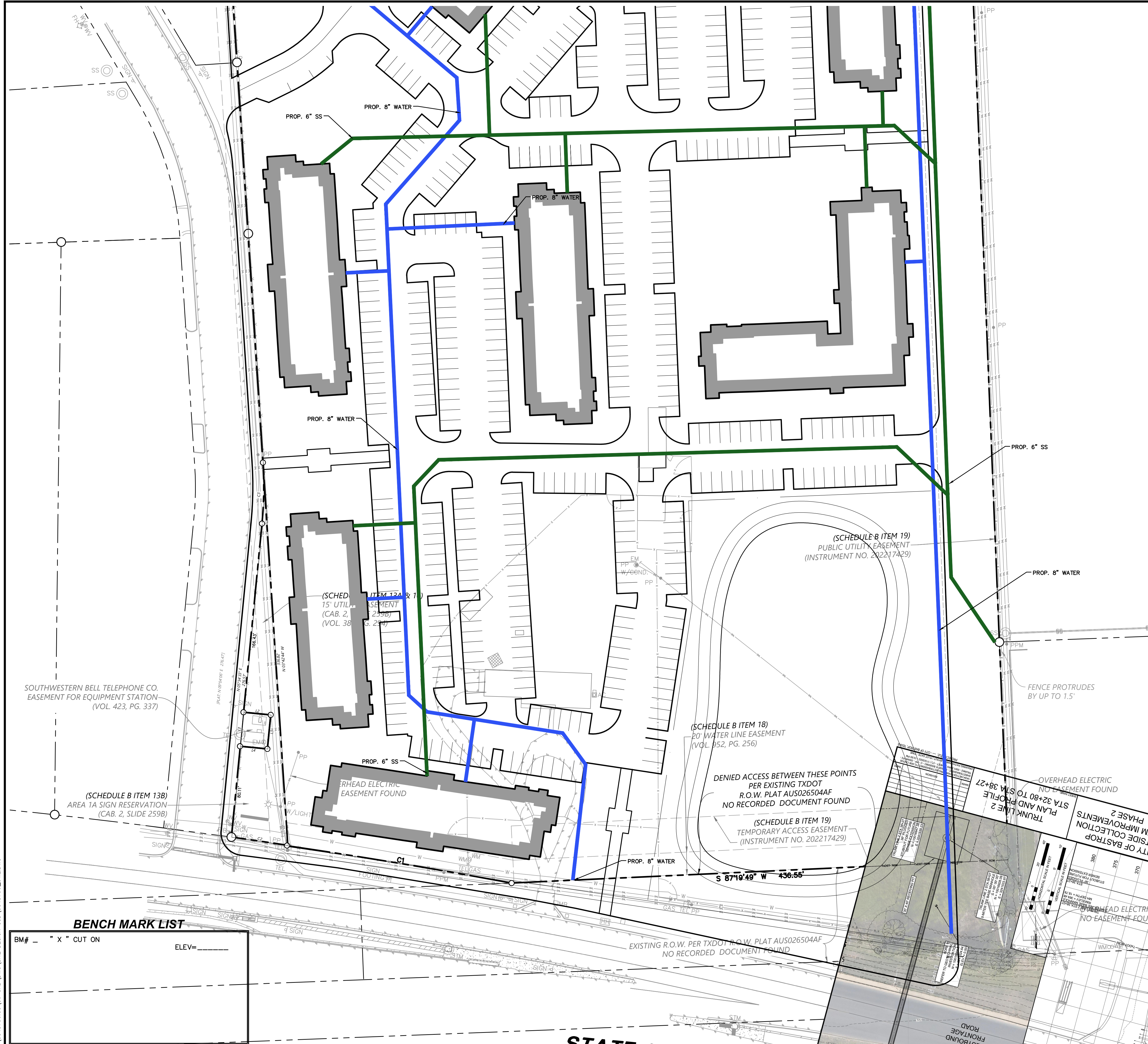
BM#	" X " CUT ON	ELEV.

**Westwood**  
 Phone (512) 485-0831 8701 N. Mopac Expy, Suite 320  
 Toll Free (866) 937-5150 Austin, TX 78759  
 westwoodpa.com  
 Westwood Professional Services, Inc.  
 TBPLS FIRM REGISTRATION NO. P-469  
 TBPLS FIRM REGISTRATION NO. LS-100080-00

NO.	DATE	DESCRIPTION

**REED RANCH**  
**615 SH 71 W**  
**BASTROP TX, 78602**  
**UTILITY PLAN 1 OF 2**

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023
SHEET NO. <b>8</b>		



0 20 40 80 120  
GRAPHIC SCALE IN FEET  
1"=40'

**LEGEND**

EM	BOLLARD
PP	ELECTRIC METER
LS	POWER POLE
WV	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FM	FIRE HYDRANT
CH	CLEANOUT
CH	MANHOLE
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
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(C.M.)	CONTROLLING MONUMENT
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 TBPE FIRM REGISTRATION NO. F-469  
 TBPLS FIRM REGISTRATION NO. LS-100080-00

REVISIONS	
NO.	DESCRIPTION

**REED RANCH**  
**615 SH 71 W**  
**BASTROP TX, 78602**  
**UTILITY PLAN 2 OF 2**

**BENCH MARK LIST**

BM#	" X " CUT ON	ELEV=

JWH/ITER 8/23/2023 9:38 AM  
 N:\0043796\00\06 CAD\DWG\SITE DESIGN C3D\0043796 UTIL.DWG

DESIGN	DRAWN	DATE
JDW	CAH	JULY 2023
SHEET NO. <b>9</b>		
9 OF 9		

**REED RANCH**

**PLANNED DEVELOPMENT DISTRICT**

**Exhibit C**

**Variances, Deviations, Waivers, and Warrants**

B3 Code Section	Description	Development Issue	Proposed Alternative & Reasoning
7.1.002(k)	To prevent future conflicts regarding Street maintenance, private Streets are prohibited, except where justified by special considerations.	Dedication requirement does not permit developer to manage and maintain streets.	Allowing for streets to be privately owned, managed, and maintained is fiscally sustainable.
7.2.003	Street right-of-way . . . must be dedicated . . . .		
7.3.004	<p>Traffic Lanes: Two lanes at 10 feet each</p> <p>Parking Lanes: Both sides parallel at 8 feet, marked</p>	<p>Complying with health/safety codes requires lanes to be wider.</p> <p>Only permitting parallel parking does not allow for a financially feasible amount of parking spaces.</p>	Permitting 12.5' lanes such that the street can meet fire lane requirements meets the intent of the code and is fiscally sustainable. Allowing for head-in parking to be 18' is fiscally sustainable. Project to comply with street standards as generally shown in Exhibit D.
7.5.002(d)	Storm Drainage Facilities, if equipped to provide Civic Space, may be counted toward the 10% Civic Place Type allocations requirement by warrant.	Drainage requires a large portion of the project to be a pond. Not allocating this space toward the Civic Space requirement makes project fiscally infeasible.	An amenitized wet pond with a trail as generally shown in Exhibit B meets the intent of code, is fiscally sustainable, and authentically Bastrop.
7.1.002(h)	Dead-end Streets must be avoided.	Proposed design does not show dead-end streets. Rather, internal drives culminate into left and right parking aisles for buildings or walkway plazas in line with 5.2.002(d).	For avoidance of doubt, internal drives culminating into 20' walkway easement placed as generally shown in Exhibit B meets the intent of code.
5.2.002	Preferred block size is 330' by 330' and max block perimeter of 1,320'	<p>Drainage block is large due to odd shape of site and need for a large pond.</p> <p>Treating private streets/driveways as block</p>	<p>Allowing for a single larger block complies with intent of code.</p> <p>Permitting private drives as thoroughfares for block boundaries, as generally shown</p>

		boundaries for this measurement results in an urban fabric of slow streets, with the plazas acting as traffic calming devices.	on Exhibit B is fiscally sustainable and meets the intent of code.
5.2.002(f)	In the P4 Mix, a minimum Residential mix of three Building Types (not less than 20%) shall be required.	Proposed design elects only apartment buildings with amenity and civic spaces. A variety of building types is not fiscally sustainable.	As the project is unlikely to move forward if a variety of building types are required, allowing for a warrant is fiscally sustainable.
6.5.003	-70 percent max lot coverage; -60% minimum buildout at build-to-line; -Build-to-line is 5-15 ft	Project may not meet all build-to-line, façade buildout, or lot coverage requirements. The 60% buildout line is feasible along publicly dedicated streets but not interior privately owned and maintained streets.	Permitting lot occupation as generally shown in Exhibit B is fiscally sustainable.
7.5.002	Plazas not permitted in P4 and require a minimum size of ½ acres.	Walkway easements/plazas as shown on Exhibit B allow for improved site design/walkability.	Allowing such walkway easements/plazas meets the intent of code in that it improves walkability.
6.3.006(5)	On-site surface parking must be located in the Second Layer or Third Layer of each Lot.	With plan for private streets, project desires to allow for Frontage to be on such private streets such that layers can be measured from private streets, as generally shown on Exhibit B.	Allowing for streets to be privately owned, managed, and maintained, as well as allowing for corresponding parking placement, is fiscally sustainable.

### **Alternative Methods of Compliance**

#### **Street Maintenance**

The project shall comply with the below maintenance plan for the private streets as generally shown on Exhibit C:

- a. Crack Seal: Years 1-5
- b. Seal Coat: Years 6-10



- c. Resurface and Rehabilitation: 11-25.

Right of Way Dedication:

Owner agrees to dedicate the right-of-way in varying widths (but no more than fifty-five and one half feet (55.5')) at the eastern portion of the Property as generally depicted in Exhibit B, attached hereto and made a part, to allow the City to create a north/south connection to Blakey Lane. The City acknowledges that Owner is not responsible for the construction of this roadway connection. The City shall also be responsible for utilities within Blakey Lane and sidewalk(s) for Blakey Lane.

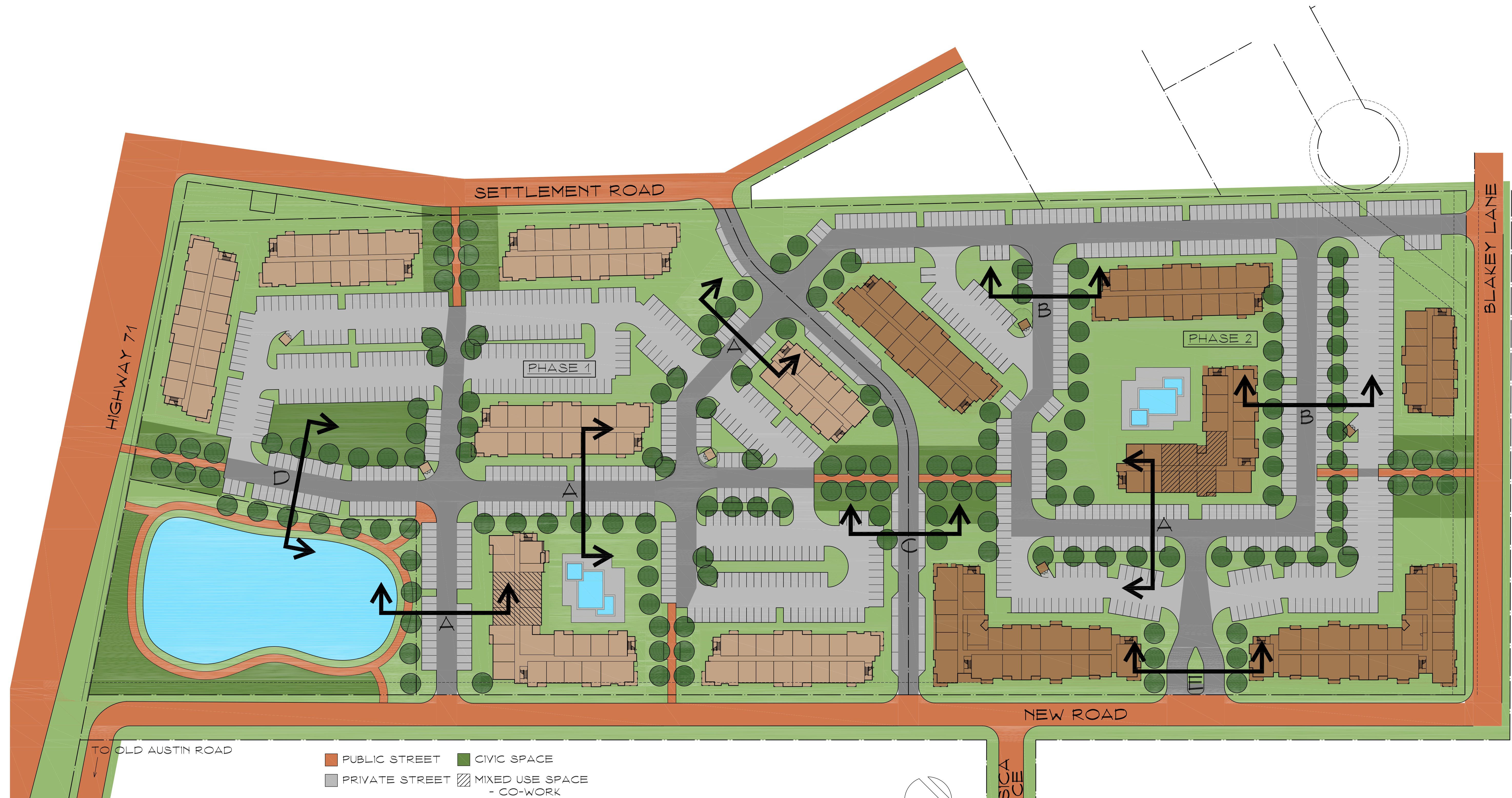
Site Development Standards:

1. Establish the below minimum lot sizes and setbacks:
  - a. Minimum lot area of 12,000 square feet
  - b. Minimum lot width of 100 feet
  - c. Minimum lot depth of 125 feet
  - d. Minimum front yard of 5-15 feet, except that Blocks 2 and 4 in Phase 2 shall have a building setback of at least 30 feet from the proposed new road, as generally shown in Exhibit B.
  - e. Minimum interior side yard of 10 feet
  - f. Minimum exterior side yard of 15 feet
  - g. Minimum rear yard of 35 feet
2. Setbacks or other site development standards can be changed by administrative approval of the City Manager or her designee notwithstanding that the forgoing does not violate the International Building Code.

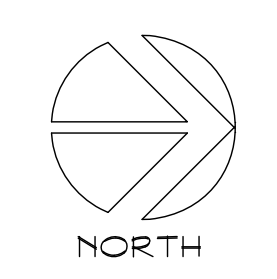
Landscaping

In the setback required for Blocks 2 and 4 in Phase 2, Owner agrees to provide and maintain additional landscaping, including tree plantings that provide privacy protection to the neighboring homes, as generally shown in Exhibit B.

**REED RANCH**  
**PLANNED DEVELOPMENT DISTRICT**  
**Exhibit D**  
**Street Standards**



- PUBLIC STREET
- CIVIC SPACE
- PRIVATE STREET
- MIXED USE SPACE
  - CO-WORK
  - FITNESS
  - POOL



ARCHITECT:  
 GARY G. WOOD #12202  
 PRELIMINARY - NOT TO BE USED FOR  
 REGULATORY APPROVAL, PERMITTING,  
 OR CONSTRUCTION  
 DATE: 10 JUL 23

### STREET TYPES

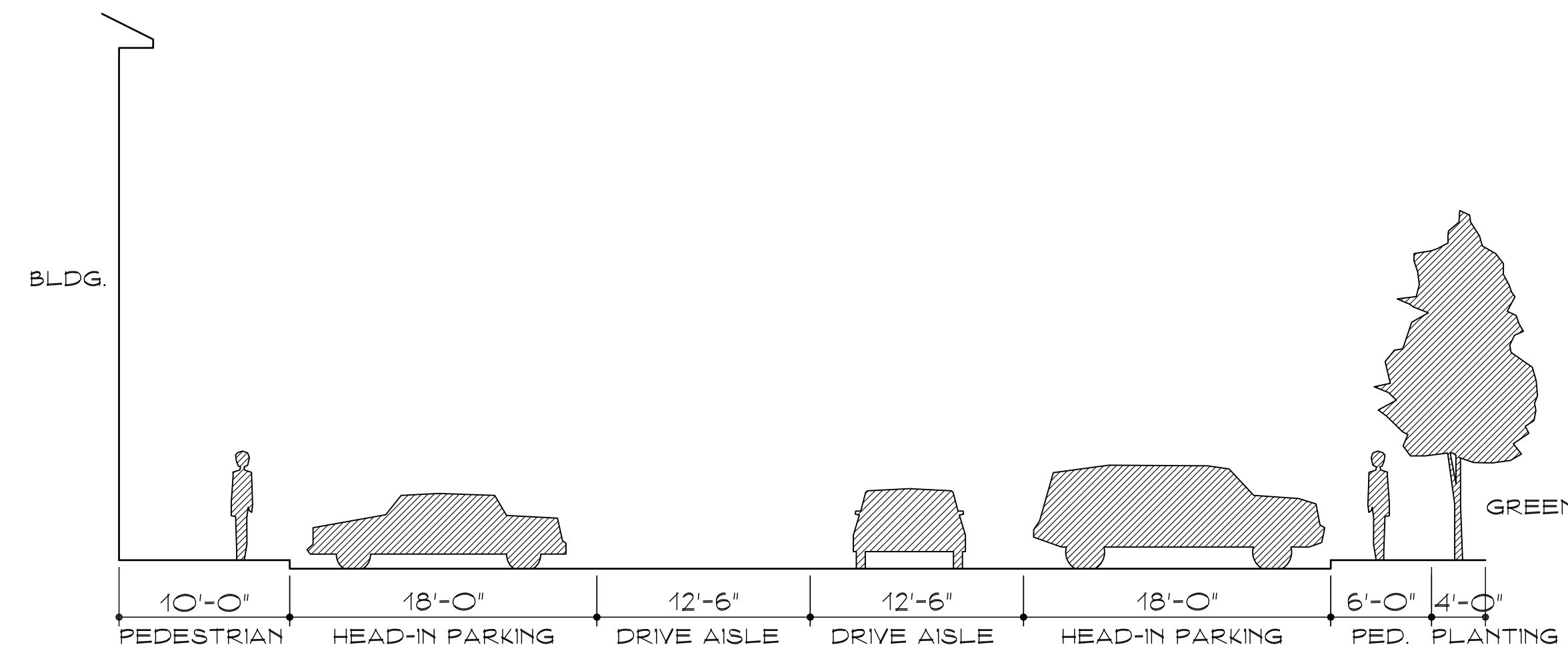
PROJECT NAME: REED RANCH

ACERAGE: 24.3 A.

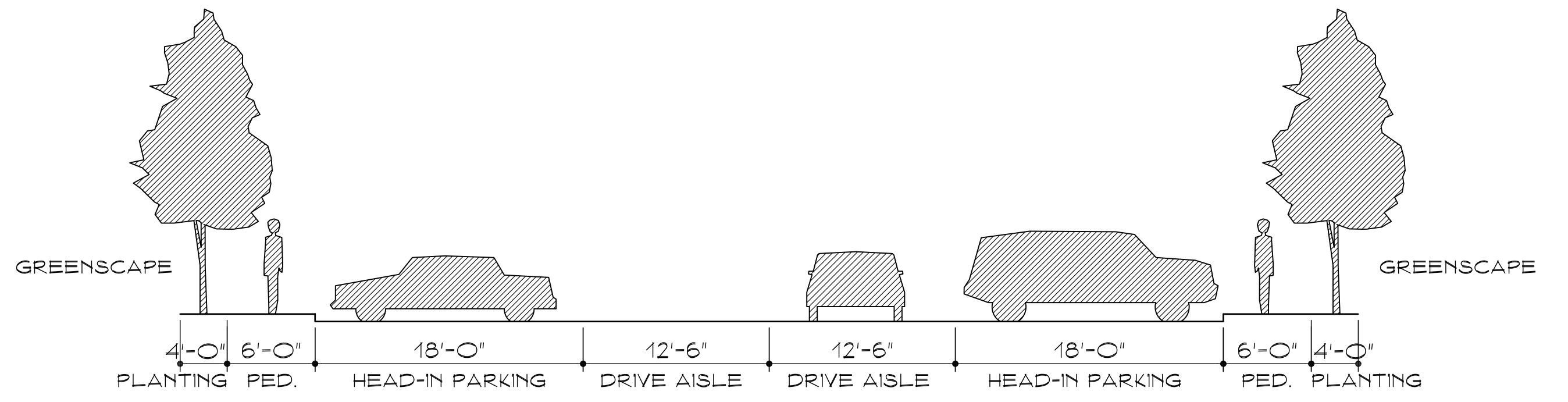
DATE: 10 JUL 23

SCALE: 1" = 60'-0"

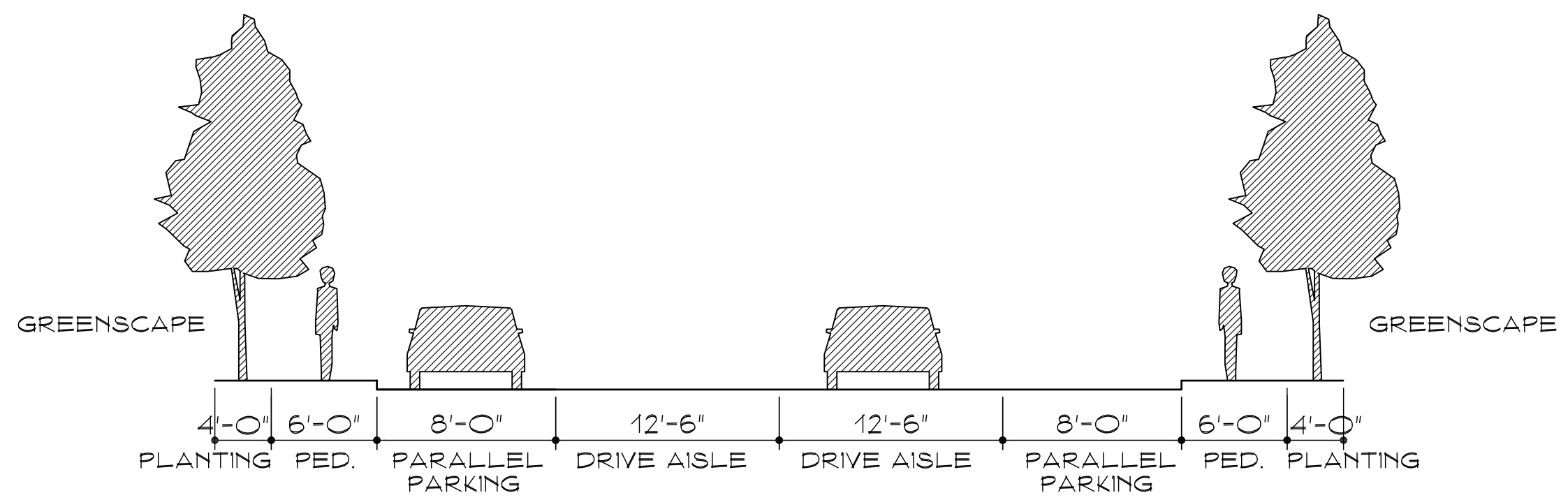
ARCHON CORPORATION  
 ARCHITECTS / PLANNERS  
 210 NORTH PARK BLVD.  
 SUITE 100 - GRAPEVINE, TX  
 76051 214/526-0731



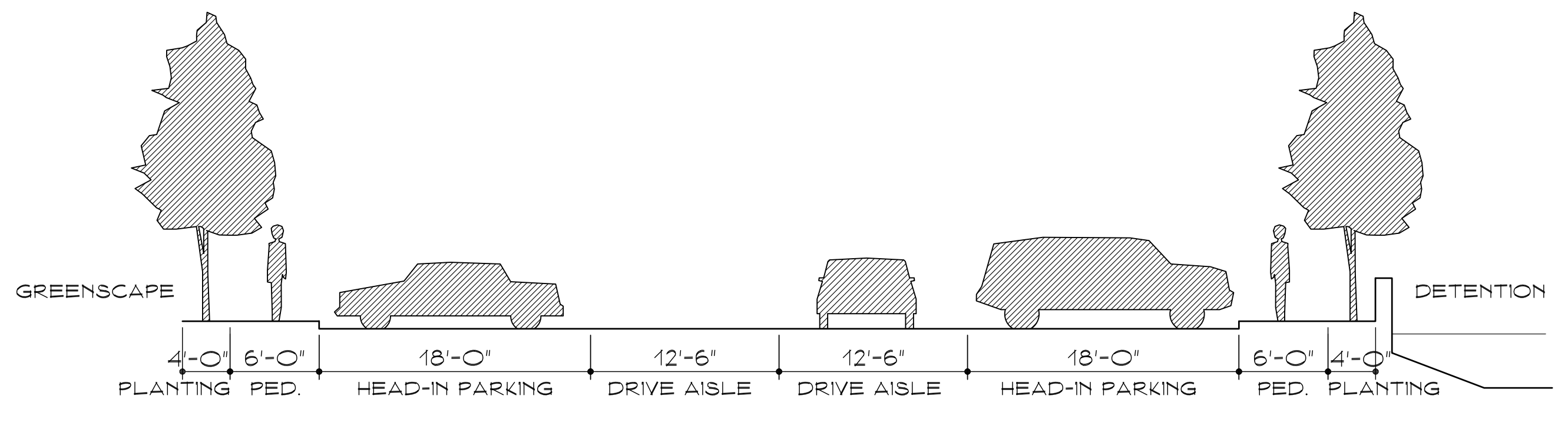
**STREET TYPE 'A'**  
RIGHT-OF-WAY : 81'-0"



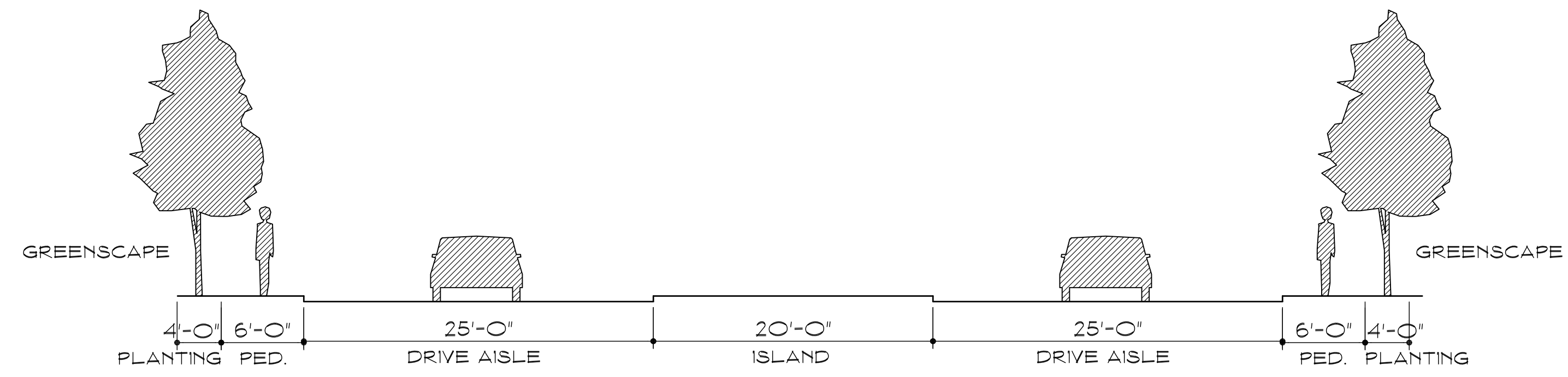
**STREET TYPE 'B'**  
RIGHT-OF-WAY : 81'-0"



**STREET TYPE 'C'**  
RIGHT-OF-WAY : 61'-0"



**STREET TYPE 'D'**  
RIGHT-OF-WAY : 81'-0"



**STREET TYPE 'E'**  
RIGHT-OF-WAY : 110'-0"

ARCHITECT:  
GARY G. WOOD #12202  
PRELIMINARY - NOT TO BE USED FOR  
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ACERAGE: 24.3 A.

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SCALE : 1" = 60'-0"

ARCHON CORPORATION  
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