

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



August 8, 2017 at 6:30 P.M.

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

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

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

1. CALL TO ORDER

- 2. PLEDGE OF ALLEGIANCE** – Kendall Haase, President and Chloe Day, Vice President, City Creek High School Student Council

TEXAS PLEDGE OF ALLEGIANCE

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

- 3. INVOCATION** - Pastor Johnny Bond, Bastrop Church of Christ

4. PRESENTATIONS

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

5. WORK SESSION/BRIEFINGS

- 5A. Receive briefing on the City Manager's submitted budget for FY 2018 as required by the City's Charter.
 - 5B. Review and discuss proposed Ethics Ordinance revisions using a "side-by-side" comparison of proposed changes as prepared by City Attorney Bragg.
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6. STAFF AND BOARD REPORTS

7. CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.

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

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

8. CONSENT AGENDA

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

- 8A. Consider action to approve minutes from the July 20, 2017, July 25, 2017 and August 1, 2017 meetings.
- 8B. Consider action to approve the second reading of Ordinance No. 2017-19 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2017 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior ordinances and actions in conflict herewith; and providing an effective date.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve the first reading of Resolution No. R-2017-58 of the City Council of the City of Bastrop, Texas approving a project, using funds provided by the Bastrop Economic Development Corporation, in an amount exceeding \$10,000 (Downtown Trail Expansion Project); and providing an effective date; and move to include on the August 22, 2017 agenda for a second reading.
- 9B. Consider action to approve the first reading of Resolution No. R-2017-59 of the City Council of the City of Bastrop, Texas, authorizing a project of the Bastrop Economic Development Corporation, in an amount exceeding \$10,000 (Granite & Stone Project)); and providing an effective date; and move to include on the August 22, 2017 agenda for a second reading.

- 9C. Consider action to approve Resolution No. R-2017-60 of the City Council of the City of Bastrop, Texas authorizing the City Manager to enter a Property Use agreement with the Bastrop 1832 Farmer's Market for the property located at 1302 Chestnut; and establishing an effective date.
- 9D. Hold public hearing and consider action to approve Resolution No. R-2017-61 of the City Council of the City of Bastrop, Texas, approval of the Second Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts being 1,516.768 acres out of the Jose Manuel Bangs survey, abstract A5, located west of F.M. 969 and east of F.M. 1209, within the City limits of Bastrop, Texas, repealing all conflicting resolutions; and providing an effective date.
- 9E. Consider action to approve Resolution No. R-2017-62 of the City Council of the City of Bastrop, Texas, approving the preliminary plat known as Bastrop Grove being 52.684 acres out of the Nancy Blakey survey, located east of Highway 304 and south of west State Highway 71, within the City limits of Bastrop, Texas, repealing all conflicting resolutions; and providing an effective date.
- 9F. Hold public hearing and consider action to approve the first reading of Ordinance No. 2017-20 of the City Council of the City of Bastrop, Texas granting a conditional use permit for a 175-foot communications tower, being lot 3-a of the Bastrop Business & Industrial Park, Phase 1, Block B, located at 1501 Business Park Drive, within the City limits of Bastrop, Texas; setting out conditions; and establishing an effective date; and move to include on the August 22, 2017 agenda for a second reading.
- 9G. Hold public hearing and consider action to approve the first reading of Ordinance No. 2017-21 of the City Council of the City of Bastrop, Texas to rezone lots 2, 3, 4, 5, 6, and 7 of the North Main Addition Subdivision from NS, Neighborhood Service and O, Office to SF-7, Single-Family 7, located at the southwest corner of Main Street and Mesquite Street, within the City limits of Bastrop, Texas; and establishing an effective date; and move to include on the August 22, 2017 agenda for a second reading.
- 9H. Consider action to approve Resolution No. R-2017-63 of the City Council of the City of Bastrop, Texas, approving the Vacation of Pine Vista Commercial Subdivision, being 8.858 acres of the Bastrop Town Tract Abstract A-11, located at 2401 Loop 150, within the city limits of Bastrop, Texas, repealing all conflicting resolutions and providing an effective date.
- 9I. No item
- 9J. Consider action to approve Resolution No. R-2017-67 of the City Council of the City of Bastrop, Texas confirming board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.
- 9K. Consider action to approve Resolution No. R-2017-64 of the City Council of the City of Bastrop, Texas, approving reappointment of Charlotte G. Hinds as Presiding Judge, Bastrop Municipal Court, City of Bastrop; and naming the appointed Judge to a term of three years to run concurrently with the term of the Mayor as stipulated by the City of Bastrop Charter; and establishing an effective date.
- 9L. Consider action to approve Resolution No. R-2017-65 of the City Council of the City of Bastrop, Texas awarding a contract for engineering services associated with the water plant and transmission main improvements project to provide potable water from Well Site

“J” in the amount of \$455,500 to BEFCO Engineering, Inc.; authorizing the City Manager to execute all necessary documents for the water plant/line improvements project; and establishing an effective date.


9M. Consider action to approve Resolution No. R-2017-66 of the City Council of Bastrop, Texas to fund the purchase and installation of park improvements in Delgado Park, Water Street, Bastrop, Texas, at a cost of \$143,479.00, and authorizing the City Manager to execute all necessary documents, and establishing an effective date.

10. EXECUTIVE SESSION - NONE

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

12. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting as posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Bastrop City Hall, a place of convenient and readily accessible to the general public, as well as to the City's website, www.cityofbastrop.org and said Notice was posted on the following date and time: Friday, August 4, 2017 at 12:00 p.m. and remained posted for at least two hours after said meeting was convened.



Ann Franklin, City Secretary



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 4B

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 4C

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager





STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 5A

TITLE:

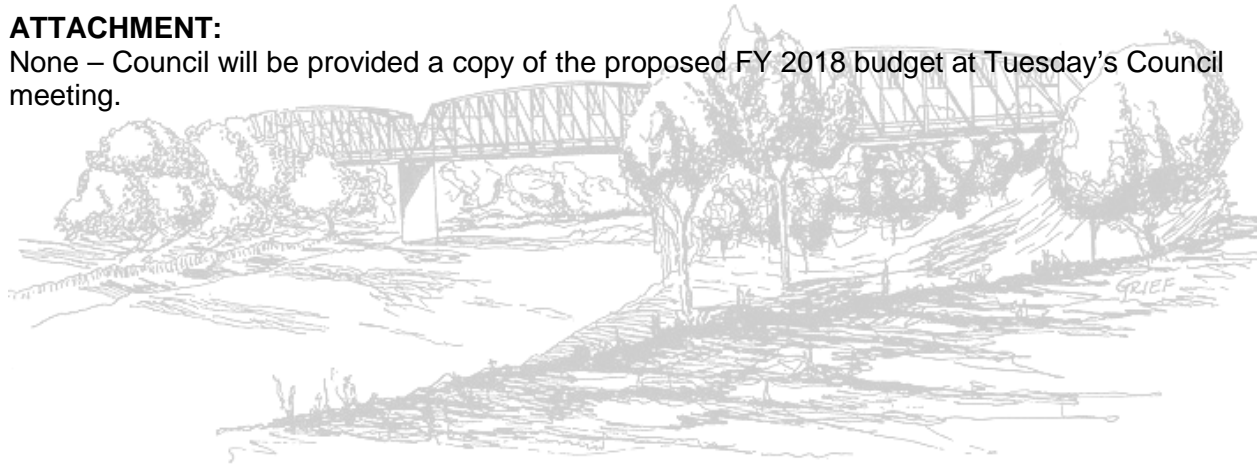
Receive briefing on the City Manager's submitted budget for FY 2018 as required by the City's Charter.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

ATTACHMENT:

None – Council will be provided a copy of the proposed FY 2018 budget at Tuesday's Council meeting.





STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 5B

TITLE:

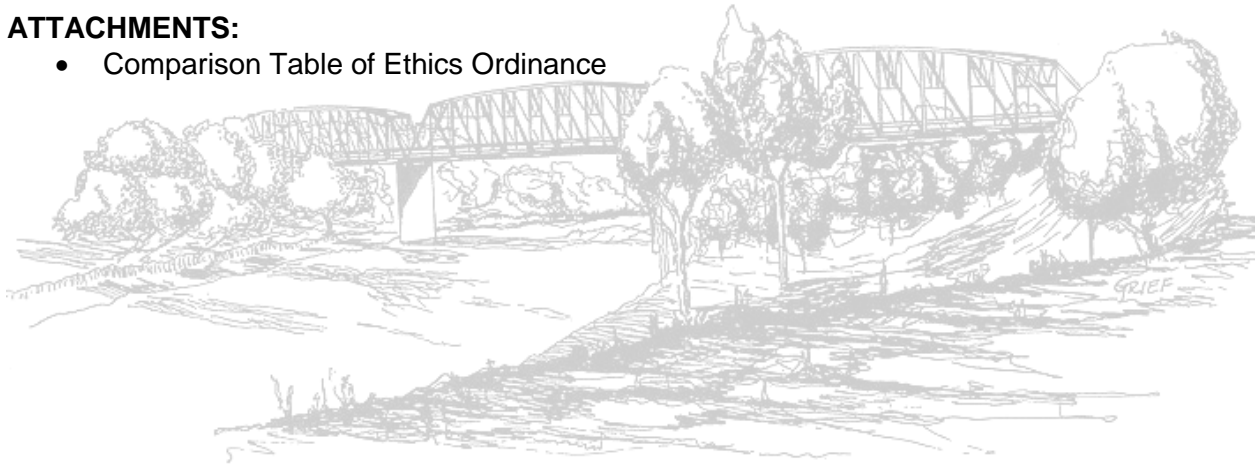
Review and discuss proposed Ethics Ordinance revisions using a “side-by-side” comparison of proposed changes as prepared by City Attorney Bragg.

STAFF REPRESENTATIVE:

David Bragg, City Attorney

ATTACHMENTS:

- Comparison Table of Ethics Ordinance



**CITY OF BASTROP CODE OF ORDINANCES
ARTICLE 1.15 - CODE OF ETHICS
COMPARISON TABLE**

PLEASE NOTE: Grammatical, syntax corrections or rewording of provisions that does not change meaning are not highlighted.

EXISTING CODE	PROPOSED AMENDED CODE
<p>DIVISION 1. - GENERALLY</p> <p>Sec. 1.15.001 - Definitions.</p> <p>Board, body, commission, and task force. Includes any group of individuals assigned, appointed, or serving the city at the Council's request or direction, or any group otherwise convened by the city to assist with city business.</p> <p>Business entity. A sole proprietorship, partnership, limited partnership, firm, corporation, limited liability company, holding company, joint-stock company, receivership, trust,</p>	<p>DIVISION 1. - GENERALLY</p> <p>Sec. 1.15.001 - Definitions.</p> <p><u>If a word or phrase is defined in this Code, it shall have the same meaning in all parts of this Code. Any word which is undefined shall be given its common, ordinary meaning. The word "shall" always means mandatory; the word "may" means discretionary.</u></p> <p>The following words and phrases are defined as follows:</p> <p><u>"Bad faith" means the conscious doing of a wrong for dishonest, discriminatory, or malicious purposes.</u></p> <p>"Board," "body," "commission," and "task force" mean and include any group of individuals assigned, appointed, or serving the city at the Council's or City Manager's request or direction, or any group otherwise convened by the city to assist with city business.</p> <p>"Business entity" includes a sole proprietorship, partnership, limited partnership, corporation, limited liability company, holding company, joint-stock company, receivership, trust,</p>

<p>unincorporated association, or any other entity recognized by law.</p> <p>City Council. All members of the city's governing body, including the mayor.</p> <p>City official.</p> <p>(1) Every member of the City Council including the mayor, the City Manager, the executive director of the economic development corporation, the city attorney, the City Secretary, all city department directors, the police chief, the fire chief, the fire marshal, and includes persons acting in the capacity of the aforementioned city officials, whether appointed, or employed;</p> <p>(2) Members of all boards, commissions, task forces, and other bodies created by the City Council pursuant to federal or state law or city charter or ordinance, including entities that may be only advisory in nature whose members are appointed by City Council action or whose members are designated in the bylaws or organizational papers of the entity to serve on behalf of the city;</p> <p>(3) All board members of any entity who are appointed by the City Council to such board membership; and</p> <p>(4) Any other individual identified by the City Council, local or state law to be a city official, if any.</p>	<p>unincorporated association, <u>or any other entity however organized.</u></p> <p>“City Council” means the Mayor and elected members of the City Council.</p> <p>“City official” includes all of the following:</p> <p>(1) Every member of the City Council (including the Mayor), the City Manager, the Executive Director of the economic development corporation, the City Attorney, the City Secretary, all city department directors, police chief, fire chief, fire marshal, and persons acting in the capacity of the aforementioned city officials, whether appointed, or employed, unless that person reports to the City Manager or is employed in one of the City departments under the direction of the City Manager.</p> <p>(2) Members of all boards, commissions, task forces, and other bodies created by the City Council pursuant to federal or state law or city charter or ordinance, including entities that may be only advisory in nature whose members are appointed by City Council action or whose members are designated in the bylaws or organizational papers of the entity to serve on behalf of the city;</p> <p>(3) All board members of any entity who are appointed by the City Council to such board membership; and</p> <p>(4) Any other individual identified by the City Council, local or state law to be a city official, if any.</p> <p><u>(5) a person employed by the city, including those individuals who work on a part-time basis, unless that person reports to the City Manager or is employed in one of the City departments under the direction of the City Manager; and the term does not include any independent contractor. This provision is not intended to and does not create an employer/ employee relationship between the city and any person; instead, that</u></p>
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<p>Clear and convincing evidence. The measure or degree of proof that produces in the mind of the commissioners a firm belief as to the truth of the facts or allegations sought to be established.</p> <p>Confidential government information. Includes all information held by the city that is not available to the public under the Texas Public Information Act and any information obtained or acquired from participation in a meeting that was closed to the public pursuant to the Texas Open Meetings Act, unless disclosure is otherwise required or permitted under state law, a ruling by the state attorney general, or an order of a court with jurisdiction over the matter.</p> <p>De minimis. A value or amount that is so small as to be entirely inconsequential.</p> <p>Degree of affinity. Relationship by affinity (marriage) as defined in V.T.C.A. Government Code, §§ 573.024 and 573.025, or as amended. (See attachment A.)</p> <p>Degree of consanguinity. Relationship by consanguinity (blood) as defined in V.T.C.A. Government Code, §§ 573.022 and 573.023, or as amended. (See attachment A.)</p>	<p><u>relationship will be defined by the document by which the person is hired.</u></p> <p>“Clear and convincing evidence” means that measure or degree of proof that produces in the mind of the members of the Ethics Commission a firm belief as to the truth of the facts or allegations sought to be established.</p> <p>“Confidential government information” means all information held by the city that is not available through mandatory disclosure to the public under the Texas Public Information Act and any information obtained or acquired from participation in a meeting that was closed to the public pursuant to the Texas Open Meetings Act, unless disclosure is otherwise required or permitted under state law, a ruling by the state attorney general, or an order of a court with jurisdiction over the matter.</p> <p>“De minimus” means a value or amount that is so small as to be entirely inconsequential.</p> <p>“Degree of affinity” means a relationship by affinity (marriage) as defined in Texas Government Code, §§ 573.024 and 573.025, or as amended. (See attachment A.)</p> <p>“Degree of consanguinity” means a relationship by consanguinity (blood) as defined in Texas Government Code, §§ 573.022 and 573.023, or as amended. (See attachment A.)</p> <p><u>“Documents” means all writings (notes, correspondence, memoranda, reports, computer print-outs, etc.), drawings, drafts, charts, photographs, tape or disc recordings (whether sound or</u></p>
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Economic interest. Includes, but is not limited to, legal or equitable property interests in land, chattels, and intangibles, business advantages, and/or contractual rights having more than de minimis value. A person has an economic interest in a business entity, if the person is an employee or is a paid contract worker/consultant of the business entity. Unpaid service by a city official or employee as an officer, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic organization does not create, for that city official or employee, an economic interest in the property of the organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an economic interest in such securities or other assets unless the person in question participates in the management of the fund. Ownership of stock in a publicly traded corporation does not constitute ownership for purposes of this code if the employee or city official owns less than 10% of the voting stock or shares of the entity and the fair market value of the stock is less than \$15,000.

Employee. Is any person employed by the city whether under civil service regulation or not, including those individuals who work on a part-time basis, but such term shall not be extended to apply to any independent contractor or contractual consultant. Intentionally. A person acts intentionally, or with intent, with respect to the nature of his or her conduct or to a result of his or

video), and all other data compilations from which information can be obtained or translated, regardless of the medium on which the documents are stored or maintained.

“Economic interest” means a legal or equitable property interests in land, chattels, and intangibles, business opportunities, and/or contractual rights having more than de minimis value. A person has an economic interest in a business entity, if the person is an employee or is a paid contract worker/consultant of the business entity. Unpaid service, in and of itself by a city official as an officer, director, advisor, or otherwise active participant in a nonprofit entity does not create, for that city official an economic interest in the property of the organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an economic interest in such securities or other assets unless the person in question participates in the management of the fund. Ownership of stock in a publicly traded corporation does not constitute ownership for purposes of this code if the city official owns less than 10% of the voting stock or shares of the entity and the fair market value of the stock is less than \$15,000.

“Harassment” means an intention to annoy, alarm, and verbally or otherwise abuse another person.

“Intentionally” means the act or omission was done with a conscious objective or desire to engage in the conduct or cause the result.

<p>her conduct when it is his or her conscious objective or desire to engage in the conduct or cause the result.¹</p> <p>Knowingly. A person acts knowingly, or with knowledge, with respect to the nature of his or her conduct or to circumstances surrounding his or her conduct when he/she is aware of the nature of his or her conduct or that the circumstances exist. A person acts knowingly, or with knowledge, with respect to a result of his or her conduct when he/she is aware that his or her conduct is reasonably certain to cause the result.</p> <p>Official action. Includes:</p> <p>(1) Any affirmative act (including the making of a recommendation) within the scope of, or in violation of an city official's or employee's duties; and</p> <p>(2) Any failure to act if the city official or employee is under a duty to act and knows that inaction is likely to substantially affect an economic interest of the city official or employee.</p> <p>Official information. Includes information gathered or provided pursuant to the power or authority of city government.</p> <p>Recklessly. A person acts recklessly, or is reckless, with respect to circumstances surrounding his or her conduct or the result of his or her conduct when he/she is aware of but consciously disregards a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that its disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under all the circumstances as viewed from the actor's standpoint.</p>	<p>“Knowingly” means an actual awareness of the impropriety of the acts or omissions in question, at the time of the act or practice complained of. Actual awareness may be inferred where objective manifestations indicate that a person acted with actual awareness.</p> <p>“Official action” includes:</p> <p>(1) Any affirmative act (including the making of a recommendation) within the scope of, or in violation of a city official's duties; and</p> <p>(2) Any unexcused failure to act if the city official is under a duty to act.</p> <p>“Official information” means information gathered or provided pursuant to the power or authority of city government.</p> <p>“Recklessly,” with respect to circumstances surrounding a person’s conduct or the result of such conduct, means that the person is aware of but consciously disregards a substantial and unjustifiable risk that the circumstances exist or the result will occur. The risk must be of such a nature and degree that its disregard constitutes a gross deviation from the standard of care that an ordinary person would exercise under the same or similar circumstances.</p>
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¹ The definition of employee was removed; instead, “public official” is defined to include any “employee” who works for the city council as opposed to the city. (All city employees are subject to the supervision of the City Manager only under the Charter).

<p>Representation. Encompasses all forms of communication and personal appearances in which a person, not acting in performance of official duties, formally serves as an advocate for private interests, regardless of whether the representation is compensated. Lobbying may be a form of representation. Representation does not include appearance as a fact witness or expert witness in litigation or other official proceedings. (Ord. No. 2015-20, pt. 1A., 10-13-15)</p>	<p>“Representation” means all forms of communication and personal appearances in which a person, not acting in performance of official duties, formally serves as an advocate for private interests, regardless of whether the representation is compensated. Lobbying may be a form of representation. Representation does not include appearance as a fact witness or expert witness in litigation or other official proceedings.</p>
<p>DIVISION 2. - CURRENT CITY OFFICIALS AND EMPLOYEES</p> <p>Sec. 1.15.031 - Improper economic benefit.</p> <p>(a) General rule. A city official or employee shall not take any official action that he or she knows or is likely to affect, or that might reasonably be expected to affect, the economic interests of:</p> <ol style="list-style-type: none"> (1) The city official or city employee; (2) His or her parent, child, spouse, or other family member within the third degree of consanguinity or second degree of affinity; (3) His or her outside client; (4) A member of his or her household; (5) The outside employer of the city official/employee or the outside employer of the city official's/employee's parent, child or spouse, or such outside employer's family member, within the third degree of consanguinity or second degree of affinity; (6) A business entity in which the city official or employee knows that any of the persons listed in subsections (a)(1) or (a)(2) or (a)(5) holds an economic interest; (7) A business entity which the city official or employee knows is an affiliated business or partner of a business entity in which any 	<p>DIVISION 2. - CURRENT CITY OFFICIALS</p> <p>Sec. 1.15.031 - Improper economic benefit.</p> <p>(a) General rule. A city official shall not take any official action that the city official knows is likely to affect, or that might reasonably be expected to affect, the economic interests of:</p> <ol style="list-style-type: none"> (1) The city official; (2) The city official’s parent, child, spouse, or other family member within the third degree of consanguinity or second degree of affinity; (3) The city official’s outside client; (4) A member of the city official’s household; (5) The outside employer of the city official or the outside employer of the city official's parent, child or spouse, or such outside employer's family member, within the third degree of consanguinity or second degree of affinity; (6) A business entity in which the city official knows that any of the persons listed in subsections (a)(1) or (a)(2) or (a)(5) holds an economic interest; (7) A business entity which the city official knows is an affiliated business or partner of a business entity in which any of

<p>of the persons listed in subsection (a)(1) or (a)(2) holds an economic interest;</p> <p>(8) A business entity or nonprofit entity for which the city official or employee serves as an officer or director or in any other policy making position; or</p> <p>(9) A business entity or a person (or someone related to the person within the third degree of consanguinity or second degree of affinity):</p> <p>(A) From whom, within the past twelve (12) months, the city official or employee, or his or her spouse, child or parent, directly or indirectly has:</p> <p>(i) Solicited an offer of employment; or</p> <p>(ii) Received and not rejected an offer of employment; or</p> <p>(iii) Accepted an offer of employment, whether compensated or not and regardless of the level of compensation; or</p> <p>(B) With whom the city official or employee, or his or her spouse, directly or indirectly is engaged, or within the past twelve months engaged, in negotiations pertaining to business opportunities. (Ord. No. 2015-20, pt. 1B., 10-13-15)</p> <p>Sec. 1.15.032 - Accountability of city officials. All city officials who serve on the City Council, a board, body, commission, or task force shall either cast a vote on motions presented and subject to a vote; or:</p> <p>(1) Shall file and disclose the nature and extent of a conflict presented which prohibits the city official from voting, as set forth in section 1.15.031(b)(2) above; or</p> <p>(2) Shall state for the record, with specificity, the reason that the city official declines to vote on the matter.²</p>	<p>the persons listed in subsection (a)(1) or (a)(2) holds an economic interest;</p> <p>(8) A business entity or nonprofit entity for which the city official serves as an officer or director or in any other policy making position; or</p> <p>(9) A business entity or a person (or someone related to the person within the third degree of consanguinity or second degree of affinity):</p> <p>(A) From whom, within the past twelve (12) months, the city official or the city official's spouse, child or parent, directly or indirectly has:</p> <p>(i) Solicited an offer of employment; or</p> <p>(ii) Received and not rejected an offer of employment; or</p> <p>(iii) Accepted an offer of employment, whether compensated or not and regardless of the level of compensation; or</p> <p>(B) With whom the city official or employee, or the city official's spouse, directly or indirectly is engaged, or within the past twelve months engaged, in negotiations pertaining to business opportunities.</p>
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² This provision was removed because the disclosure provisions already are in state law and the requirement that a council member vote is, in my judgment, unconstitutional. There are legitimate reasons to abstain that are unrelated to a conflict of interest in which case the provision would appear to run afoul of the First Amendment.

<p>Sec. 1.15.033 - Unfair advancement of private interests.</p> <p>(a) General rule. A city official or employee may not use his or her official position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person (including himself or herself) any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A city official or employee violates this rule if he/she represents to a person that he or she may and/or will attempt to provide any advantage to that person, based on the city official's or employee's position on the governing body or with the entity.</p> <p>(b) Special rules. The following special rules apply in addition to the general rule noted above:</p> <p>(1) Acquisition of interest in impending matters. A city official or employee shall not acquire an interest in any contract, transaction, business opportunity, decision, or other matter, if the city official or employee knows, or has reason to know, that the city official's or employee's interest will be directly or indirectly affected by impending official action by the city.</p> <p>(2) Reciprocal favors. A city official or employee may not enter into an agreement or understanding with any other person that official action by the city official or employee will be rewarded, affected or reciprocated by the other person, directly or indirectly, in any way, or at any time.</p> <p>(3) Appointment/employment of relatives. A city official or employee shall not appoint or employ, or vote to appoint or employ, any relative of the city official or employee within the second degree affinity and third degree of consanguinity, to any office or in any position within the city, including a position of employment with the city.</p> <p>(c) Recusal and disclosure. A city official or employee whose</p>	<p>Sec. 1.15.032 - Unfair advancement of private interests.</p> <p>(a) General rule. A city official may not use the city official's official position to unfairly advance or impede private interests, or to grant or secure, or attempt to grant or secure, for any person (including the city official) any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A city official violates this rule if the city official represents to another person that the city official will or may attempt to provide any advantage to that person, based on the city official's position on the governing body or with the entity.</p> <p>(b) Special rules. The following special rules apply in addition to the general rule noted above:</p> <p>(1) Acquisition of interest in impending matters. A city official shall not acquire an interest in any contract, transaction, business opportunity, decision, or other matter, if the city official knows, or has reason to know, that the city official's interest will be directly or indirectly affected by impending official action by the city.</p> <p>(2) Reciprocal favors. A city official may not enter into an agreement or understanding with any other person that official action by the city official will be rewarded, affected or reciprocated by the other person, directly or indirectly, in any way, or at any time.</p> <p>(3) Appointment/employment of relatives. A city official shall not appoint or employ, or vote to appoint or employ, any relative of the city official within the second degree affinity and third degree of consanguinity, to any department, board, commission, task force or other position within the city, including a position of employment with the city.</p> <p>(c) Recusal and disclosure. A city official whose conduct</p>
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<p>conduct would otherwise violate subsection (b)(3) of this rule shall adhere to the recusal and disclosure provisions provided in section 1.15.031(b).</p> <p>Sec. 1.15.034 - Gifts. City officials and employees shall adhere to state law regarding giving and/or receiving/accepting gifts, as set forth in the V.T.C.A. Penal Code, ch. 36 et seq., and as amended from time to time.</p> <p>Sec. 1.15.035 - Representation before a member's own commission, board, task force, or before the City Council.</p> <p>(a) Representation by a currently serving member of a board, body, commission or task force. A city official or employee who is currently a member of a board, body, commission, or task force shall not appear before or represent any person, group, or entity to communicate views either contrary to or supporting a decision reached or a recommendation made by the member's own board, commission or task force:</p> <p>(1) Before the member's own board, body, commission or task force; or</p> <p>(2) Before city staff having responsibility for making recommendations to, or taking any action on behalf of, the member's own board, body, commission, or task force; or</p> <p>(3) Before the City Council, or other board, body, commission, or task force which has appellate jurisdiction and/or final decision making authority over decisions and recommendations made by the member's own board, body, commission, or task force.</p> <p>(4) Exception: The appellate body may, if it desires, seek clarification of an advisory body's recommendation by asking the Chair of the advisory body to attend a meeting held by the appellant body, to present information concerning the advisory</p>	<p>would otherwise violate subsection (b)(3) of this rule shall adhere to the recusal and disclosure provisions provided in Texas Local Government Code § 171.004.</p> <p>Sec. 1.15.034 - Gifts. City officials shall adhere to state law regarding giving and receiving gifts, as set forth in Texas Penal Code, Chapter 36, and as amended from time to time.</p> <p>Sec. 1.15.035 - Representation before a member's own commission, board, task force, or before the City Council.</p> <p>(a) Representation by a currently serving member of a board, body, commission or task force. A city official who is currently a member of a board, body, commission, or task force shall not represent any person, group, or entity:</p> <p>(1) Before the member's own board, body, commission or task force; or</p> <p>(2) Before city staff having responsibility for making recommendations to, or taking any action on behalf of, the member's own board, body, commission, or task force; or</p> <p>(3) Before the City Council, or other board, body, commission, or task force which has appellate jurisdiction or final decision making authority over decisions and recommendations made by the member's own board, body, commission, or task force.</p> <p>(4) Exception: The appellate body may, if it desires, seek clarification of an advisory body's recommendation by asking the Chair of the advisory body to attend a meeting held by the appellant body, to present information concerning the advisory body's evaluation, decision making process, recommendation and/or vote. If the Chair of the advisory body voted in the</p>
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body's evaluation, decision making process, recommendation and/or vote. If the Chair of the advisory body voted in the minority on the item in question, then the Chair should appoint another member of the advisory body (who was not in the minority) to present the advisory body's evaluation, decision making process, recommendation and/or vote to the appellant body.

(b) Representation before the City Council, boards, bodies, commissions or task forces.

(1) General rule. A city official or employee shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, concerning matters upon which the member has direct standing, before the City Council, its boards, bodies, commissions, or task forces. To represent him/herself, his/her spouse or minor children before the City Council, boards, bodies, commissions and task forces, the city official or employee must demonstrate personal, direct standing on the issue at hand. For purposes of this rule, "standing" shall mean that the individual is able to prove personal injury/interest that is directly affected by the relevant action of the City Council, boards, bodies, commissions or task forces.

(2) Client representation exception for board members. The general rule stated in subsection (b)(1) does not apply, however, to a city official or employee who is representing others, as clients, before the City Council, boards, bodies, commissions or task forces, when such a person is classified as a 'city official' only because he or she is an appointed member of a board, body, commission, or task force. Accordingly, currently serving city officials and employees may represent clients before the City Council, boards, bodies, commissions or task forces, on matters that are not related to their own service on such boards.

minority on the item in question, then the Chair should appoint another member of the advisory body (who was not in the minority) to present the advisory body's evaluation, decision making process, recommendation and/or vote to the appellant body.

(b) Representation before the City Council, boards, bodies, commissions or task forces.

(1) General rule. A city official shall not represent any person, group, or entity before the City Council, its boards, bodies, commissions, or task forces. City officials may, however, represent themselves or their spouse or minor children before the City Council, its boards, bodies, commissions, or task forces if the city official can demonstrate a personal injury or interest that is directly affected by the relevant action of the City Council, boards, bodies, commissions or task forces.

(2) Client representation exception for board members on certain matters. A city official who is serving only as an appointed member of a board, body, commission, or task force may represent others before the City Council, boards, bodies, commissions or task forces if the matter is not related, directly or indirectly to the city official's duties as a city official.

<p>(3) Prestige of office and improper influence. In connection with the representation of private interests before the city board, body, commission or task force, a city official or employee shall not:</p> <p>(A) Assert the prestige of the city official's or employee's city position for the purpose of advancing private interests; or</p> <p>(B) State or imply that he or she is able to influence any city action on any basis, other than on the merits of the matter.</p> <p>(c) Representation in litigation adverse to the city. (1) City officials and employees, other than board, body, or commission members. A city official or employee, excluding a person who is classified as a city official only because he or she in [is] an appointed member of a city board, body, commission or task force, shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, with the exception of defense of suits involving misdemeanors, if the interests of that person, group, or entity are adverse to the interests of the city. (Ord. No. 2016-10, pt. 1, 5-10-16)</p> <p>Sec. 1.15.036 - Conflicting outside employment. A city official or employee shall not solicit, accept, or engage in concurrent outside employment or work activity which could reasonably be expected to impair independence of judgment in, or faithful performance of, their official duties. A city official or employee shall not engage in outside employment, including self-employment, where such employment would constitute a conflict of interest or would adversely affect the city official's or</p>	<p>(3) Prestige of office and improper influence. In connection with the representation of private interests before the city board, body, commission or task force, a city official shall not:</p> <p>(A) Assert the prestige of the city official's city position for the purpose of advancing private interests; or</p> <p>(B) State or imply that the city official is able to influence any city action on any basis, other than on the merits of the matter.</p> <p>(c) Representation in litigation adverse to the city. (1) Except for the defense of misdemeanors, a city official shall not represent any person group or entity, other than the city official or their spouse or minor children, in any litigation to which the city is a party if the interests of that person, group, or entity are adverse to the interests of the city. This provision does not prevent a person who is a city official solely because of his or her service on a city board, body, commission or task force from representing a person or entity in litigation adverse to the City so long as the litigation is not related, directly or indirectly to the city official's duties.</p> <p>Sec. 1.15.036 - Conflicting outside employment. A city official shall not solicit, accept, or engage in concurrent outside employment or work activity which could reasonably be expected to impair independence of judgment in, or faithful performance of the city official's official duties. A city official shall not engage in outside employment, including self-employment, where such employment would constitute a conflict of interest or would adversely affect the city official's</p>
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<p>employee's performance of his or her work responsibilities with the city. For employees, all outside employment shall comply with the city's employment personnel policies or procedures.</p> <p>Sec. 1.15.037 - Confidential information.</p> <p>(a) Improper access. A city official or employee shall not use his or her position to obtain official information about any person or entity for any purpose other than the performance of official duties.</p> <p>(b) Improper disclosure or use. A city official or employee shall not intentionally, knowingly, or recklessly disclose any confidential government information gained by reason of the city official's or employee's position concerning the property, operations, policies or affairs of the city. This rule does not prohibit:</p> <p>(1) Any disclosure of information that is no longer confidential by law; or</p> <p>(2) The confidential reporting of illegal or unethical conduct to authorities designated by law.</p> <p>Sec. 1.15.038 - Public property and resources. A city official or employee shall not use, request, or permit the</p>	<p>performance of work responsibilities with the city.</p> <p>Sec. 1.15.037 - Confidential information.</p> <p>(a) Improper access. A city official shall not use his or her position to obtain official information for any purpose other than the performance of official duties.</p> <p>(b) Improper disclosure or use. A city official shall not intentionally, knowingly, or recklessly disclose any confidential government information gained by reason of the city official's position. This rule does not prohibit:</p> <p>(1) Any disclosure of information that is no longer confidential by law; or</p> <p>(2) The confidential reporting of illegal or unethical conduct to authorities designated by law; or</p> <p><u>(3) The disclosure of information required to comply with a court order.</u></p> <p><u>(c) Executive sessions. Unless authorized by the Council or City Attorney, a city official may not disclose the content of discussions held in executive sessions except to say which topics were discussed (as shown on the agenda).</u></p> <p><u>(d) Pending litigation. A city official may not discuss pending litigation with any person other than the Council, City Manager and City Attorney without the express authorization of the City Attorney. Any inquiries from any person must be referred immediately, without substantive comment, to the City Attorney.</u></p> <p>Sec. 1.15.038 - Public property and resources. A city official shall not use, request, or permit the use of city</p>
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<p>use of city facilities, personnel, equipment, or supplies for private purposes (including political purposes), except:</p> <ol style="list-style-type: none"> (1) Pursuant to duly adopted city policies; or (2) To the extent and according to the terms that those resources are lawfully available to the public. <p>Sec. 1.15.039 - Political activity.</p> <p>(a) Influencing subordinates.</p> <p>(1) A city official or employee shall not, directly or indirectly, induce or attempt to induce any subordinate of the city official or employee:</p> <ol style="list-style-type: none"> (A) To participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue; or (B) To refrain from engaging in any lawful political activity. <p>(2) A general statement merely encouraging another person to exercise their right to vote does not violate this rule.</p> <p>(b) Paid campaigning. A city official or employee shall not accept anything of value, directly or indirectly, for political purposes or activities relating to an item pending on a ballot, if he or she participated in, or provided advice relating to, the exercise of discretionary authority by a city board, body, commission or task force that contributed to the development of the ballot item. For purposes of this rule, "anything of value" does not include a meal or other item of nominal value the city official or employee received in return for providing information about an item on the ballot.</p> <p>(c) City-owned vehicles. A city official or employee shall not display or fail to remove political campaign materials on any</p>	<p>facilities, personnel, equipment, or supplies for private purposes (including political purposes), except:</p> <ol style="list-style-type: none"> (1) Pursuant to duly adopted city policies; or (2) To the extent and according to the terms that those resources are lawfully available to the public. <p>Sec. 1.15.039 - Political activity.</p> <p>(a) Influencing subordinates.</p> <p>(1) A city official shall not, directly or indirectly, induce or attempt to induce any subordinate of the city official:</p> <ol style="list-style-type: none"> (A) To participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue; or (B) To refrain from engaging in any lawful political activity. <p>(2) A general statement merely encouraging another person to exercise their right to vote does not violate this rule.</p> <p>(b) Paid campaigning. A city official shall not accept anything of value, directly or indirectly, for political purposes or activities relating to an item pending on a ballot, if the city official participated in, or provided advice relating to, the exercise of discretionary authority by a city board, body, commission or task force that contributed to the development of the ballot item. For purposes of this rule, "anything of value" does not include a meal or other item of nominal value the city official received in return for providing information about an item on the ballot. <u>This rule does not prohibit a city official who is a candidate for public office from accepting campaign contributions for the city official's own campaign.</u></p> <p>(c) City-owned vehicles. A city official shall not display or fail to remove political campaign materials on any city owned</p>
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<p>vehicle owned by the city under the city official and/or employee's control.</p> <p>Sec. 1.15.040 - Supervisory duties. A city official or employee who has direct supervisory authority over another person providing services relating to the business of the city shall make reasonable efforts to ensure that the conduct of the supervised person is compatible with the obligations imposed on city officials and employees by this article. Reasonable efforts includes notifying and making information regarding this article readily available.</p> <p>Sec. 1.15.041 - Training. (a) Employees. The City Manager will make reasonable efforts to ensure that city employees receive training related to this article, at a minimum of every twenty-four (24) months. (b) City officials. The city attorney will be available and prepared to provide annual training for all city officials on this article, at the request and/or direction of the city. The City Secretary shall coordinate an annual date for training all city officials.</p> <p>Sec. 1.15.042 - Actions of others. (a) Violations by other persons. A city official or employee shall not knowingly, intentionally or recklessly assist, induce, or attempt to assist or induce, any person to violate any provision in this article. (b) Using others to engage in forbidden conduct. A city official or employee shall not knowingly, intentionally or recklessly violate, or attempt to violate, the provisions of this article through the acts of another.</p> <p>Secs. 1.15.043—1.15.060 - Reserved.</p>	<p>vehicle which is under the city official's control.</p> <p>Sec. 1.15.040 - Supervisory duties. A city official who has direct supervisory authority over another person providing services relating to the business of the city shall make reasonable efforts to ensure that the conduct of the supervised person is compatible with the obligations imposed on city officials by this article. "Reasonable efforts" includes notifying and making information regarding this article readily available.</p> <p>Sec. 1.15.041 - Training. The City Attorney will be available and prepared to provide annual training for all city officials on this article, at the request and/or direction of the city. The City Secretary shall coordinate an annual date for training all city officials.</p> <p>Sec. 1.15.042 - Actions of others. (a) Violations by other persons. A city official shall not knowingly, intentionally or recklessly assist, induce, or attempt to assist or induce, any person to violate any provision of this Code. (b) Using others to engage in forbidden conduct. A city official shall not knowingly or intentionally violate, or attempt to violate, the provisions of this Code through the acts of another.</p> <p>Secs. 1.15.043—1.15.060 - Reserved.</p>
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<p>DIVISION 3. - FORMER CITY OFFICIAL(S) AND EMPLOYEE(S)</p> <p>Sec. 1.15.061 - Subsequent representation of private interests.</p> <p>(a) Representation by a former member of the Council, board, body, commission, or task force.</p> <p>(1) For a minimum period of twelve (12) months after the termination of his or her official or employment duties, a former city official or employee shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, upon any issue related to his or her former duties:</p> <p>(A) Before the City Council, board, body, commission or task force;</p> <p>(B) Before a city staff member having responsibility for making recommendations to, or taking any action on behalf of, that board, body, commission, or task force; or</p> <p>(C) Before the Council, board, body, commission or task force, which has appellate jurisdiction over the board, body, commission or task force, of which the city official or employee was a member.</p> <p>(2) This subsection does not apply to a person who was classified as a city official only because he or she was an appointed member of a board, body, commission or task force.</p> <p>(3) In connection with the representation of private interests before the City Council, board, body, commission or task force, a former city official or employee shall not state or imply that he or she is able to influence any city action on any basis other than on the merits.</p> <p>(b) Representation in litigation adverse to the city. A former city</p>	<p>DIVISION 3. - FORMER CITY OFFICIALS</p> <p>Sec. 1.15.061 - Subsequent representation of private interests.</p> <p>(a) Representation by a former member of the Council, board, body, commission, or task force.</p> <p>(1) For a minimum period of twelve (12) months after the termination of his or her official or employment duties, a former city official shall not represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, upon any issue related to his or her former duties:</p> <p>(A) Before the City Council, board, body, commission or task force;</p> <p>(B) Before a city staff member having responsibility for making recommendations to, or taking any action on behalf of, that board, body, commission, or task force; or</p> <p>(C) Before the Council, board, body, commission or task force, which has appellate jurisdiction over the board, body, commission or task force, of which the city official was a member.</p> <p>(2) This subsection does not apply to a person who was classified as a city official only because that person was an appointed member of a board, body, commission or task force.</p> <p>(3) In connection with the representation of private interests before the City Council, board, body, commission or task force, a former city official shall not state or imply that he or she is able to influence any city action on any basis other than on the merits.</p> <p>(b) Representation in litigation adverse to the city. A</p>

official or employee shall not, absent consent from the city, represent any person, group, or entity, other than himself or herself, or his or her spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city and the matter is one in which the former city official or employee personally and substantially participated prior to termination of his or her official duties or employment. The City Council shall be the final decision making authority concerning whether the participation of a city official or employee in the matter was sufficiently "substantial" to trigger this prohibition.

Sec. 1.15.062 - Employment relating to a city contract.

(a) Performance of compensated work. A former city official or employee shall not, within two (2) years of the termination of their official duties, perform work on a compensated basis for any entity other than the city, relating to an existing contract with the city, if he or she personally and substantially participated in the negotiation or awarding of the compensated work. The City Council shall be the final decision making authority concerning whether the participation of a city official or employee in a matter was sufficiently "substantial" to trigger this prohibition. The city may waive this provision, after a public hearing on a request by a former city official or employee to do so, if it is in the public's best interest to do so.

(b) Personal interest in city contracts. A city official or employee shall not, either during their service with the city or within twelve (12) months of the termination of the official duties, have an economic interest, direct or indirect, in any contract with the city, nor shall they be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or service. Any willful violation of this section shall constitute malfeasance in office, and any city official or employee violating this section

former city official shall not, absent consent from a majority of the Council represent any person, group, or entity, other than the city official, or the city official's spouse or minor children, in any litigation to which the city is a party, if the interests of that person, group, or entity are adverse to the interests of the city and the matter is one in which the former city official personally and substantially participated prior to termination of the city official's official duties or employment. The City Council shall be the final decision making authority concerning whether the participation of a city official in the matter was sufficiently "substantial" to trigger this prohibition.

Sec. 1.15.062 - Employment relating to a city contract.

(a) Performance of compensated work. A former city official shall not, within two (2) years of the termination of their official duties, perform work on a compensated basis for any entity other than the city, relating to an existing contract with the city, if he or she personally and substantially participated in the negotiation or awarding of the compensated work. The City Council shall be the final decision making authority concerning whether the participation of a city official in a matter was sufficiently "substantial" to trigger this prohibition. The city may waive this provision, after a public hearing on a request by a former city official to do so, if it is in the public's best interest to do so.

(b) Personal interest in city contracts. A city official shall not, either during their service with the city or within twelve (12) months of the termination of the official duties, have an economic interest, direct or indirect, in any contract with the city, nor shall they be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or service. Any willful violation of this section shall constitute malfeasance in office, and any city official violating this section shall forfeit his/her office or

<p>shall forfeit his/her office or position. Any violation of this section, with the knowledge expressed or implied of a person or corporation contracting with the city, shall render the contract involved voidable by the Council. (See also city charter, section 13.01.)</p> <p>Sec. 1.15.063 - Continuing confidentiality. A former city official or employee shall not use or disclose confidential governmental information acquired during their service as a city official or employee. This rule does not prohibit: (1) Any disclosure or use that is authorized or required by law; or (2) The confidential reporting of illegal or unethical conduct to authorities designated by law.</p> <p>Secs. 1.15.064—1.15.090 - Reserved.</p>	<p>position. Any violation of this section, with the knowledge expressed or implied of a person or corporation contracting with the city, shall render the contract involved voidable by the Council. <u>This section does not prohibit the City Council or City Manager from contracting with a former city official to perform consulting services for the benefit of the City if the City Council or City Manager determine that such services are not otherwise reasonably available.</u></p> <p>Sec. 1.15.063 - Continuing confidentiality. A former city official shall not use or disclose confidential governmental information acquired during their service as a city official. This rule does not prohibit: (1) Any disclosure or use that is authorized or required by law; or (2) The confidential reporting of illegal or unethical conduct to authorities designated by law.</p> <p><u>(3) The disclosure of information required to comply with a court order.</u></p> <p>Secs. 1.15.064—1.15.090 - Reserved.</p>
<p>DIVISION 4. - GENERAL ANTI-DISCRIMINATION POLICY</p> <p>Sec. 1.15.091 - General rule. City affairs must be conducted without bias or prejudice. A city official or employee shall not, in the performance of official duties, manifest by words or conduct, bias or prejudice toward any person, group, or entity, including bias or prejudice based upon race, sex, religion, national origin, disability, age, sexual orientation, or socioeconomic status, and shall not permit others</p>	<p>DIVISION 4. - GENERAL ANTI-DISCRIMINATION POLICY</p> <p>Sec. 1.15.091 - General rule. City affairs must be conducted without bias or prejudice. A city official shall not, in the performance of official duties, manifest by words or conduct, bias or prejudice toward any person, group, or entity, including bias or prejudice based upon race, sex, religion, national origin, disability, age, sexual orientation, gender identity, or socioeconomic status, and shall not permit others</p>

<p>subject to his or her direction and control to do so.</p> <p>Sec. 1.15.092 - Exceptions. A city official or employee is not liable under this provision: (1) For conduct undertaken in good faith to implement an existing city policy, or to carry out the directions of a superior if the violation is unknown to the city official or employee acting upon a supervisor's direction; or (2) For conduct involving the legitimate advocacy of a position relating to race, sex, religion, national origin, disability, age, sexual orientation, or socioeconomic status in litigation or similar proceedings, or incidental to the formation of city policy.</p> <p>Sec. 1.15.093 - Definitions. For purposes of this division:</p> <p>Good faith. That the city official or employee has a reasonable basis for believing, and does in fact believe, that the conduct in question is lawful and not discriminatory.</p> <p>Legitimate advocacy. That the position espoused is not frivolous.</p> <p>Manifesting by words or conduct, bias or prejudice. Includes, but is not limited to, physical abuse, verbal abuse, threats, intimidation, harassment, sexual harassment, coercion, assault, stalking, hate speech, and other conduct that threatens or endangers the health or safety of any person.</p> <p>Secs. 1.15.094-1.15.120 - Reserved.</p>	<p>subject to his or her direction and control to do so.</p> <p>Sec. 1.15.092 - Exceptions. A city official is not in violation of this section: (1) For conduct undertaken in good faith to implement an existing city policy, or to carry out the directions of a superior if the violation is unknown to the city official acting upon a supervisor's direction; or (2) For advocacy of issues involving race, sex, religion, national origin, disability, age, sexual orientation, gender identity, or socioeconomic status in litigation or similar proceedings, or incidental to the formation of city policy.</p> <p>Sec. 1.15.093 - Definitions. For purposes of this division:</p> <p>“Good faith” means that the city official has a reasonable basis for believing, and does in fact believe that the conduct in question is lawful and not discriminatory.</p> <p>“Legitimate advocacy” means that the position espoused is not frivolous.</p> <p>“Manifesting by words or conduct, bias or prejudice” includes, but is not limited to, physical abuse, verbal abuse, threats, intimidation, harassment, sexual harassment, coercion, assault, stalking, hate speech, and other conduct that threatens or endangers the health or safety of any person.</p> <p>Secs. 1.15.094-1.15.120 - Reserved.</p>

<p>DIVISION 5. - ENFORCEMENT</p> <p>Sec. 1.15.121 - Creation of ethics commission.</p> <p>An ethics commission shall be created and consist of three (3) members, all of whom must reside within jurisdiction of the city, which for purposes of this article expressly includes the city's extraterritorial jurisdiction. Within sixty (60) days of its adoption of this article, each member of the City Council will submit to the city attorney names of recommended appointees. The city attorney will provide the recommended appointees to the mayor, who will then appoint the three (3) members of the ethics commission, upon concurrence of the members of the City Council. Members of the ethics commission may not hold or be a candidate for any city elected or appointed office any time during their service on the ethics commission.</p> <p>Sec. 1.15.122 - Terms/limits.</p> <p>Appointees to the ethics commission shall serve for terms of three (3) years. However, in order to ensure continuity by implementing staggered terms of service, the first three (3) appointees shall draw lots so that one member serves a one-year term, the second serves a two-year term, and the third serves a three-year term. No person may serve more than two (2) consecutive three-year terms. A person may be reappointed after having been off the ethics commission for twelve (12) consecutive months.</p> <p>Sec. 1.15.123 - Ethics commission vacancies.</p> <p>All vacancies on the ethics commission shall be filled by the City</p>	<p>DIVISION 5. - ENFORCEMENT</p> <p>Sec. 1.15.121 - Creation of ethics commission.</p> <p>An ethics commission is hereby created and consists of <u>five members and one alternate member</u>, all of whom must reside within jurisdiction of the city, which for purposes of this Code expressly includes the city's extraterritorial jurisdiction. Each member of the City Council may submit to the Mayor names of recommended appointees for vacant positions. The Mayor shall make the appointment or appointments, subject to confirmation by the City Council. Members of the Ethics Commission may not hold or be a candidate for any elected or appointed city office any time during their service on the ethics commission. <u>Members of the Ethics Commission may not endorse publicly any candidate for city office or support or oppose any matter that is or will be on a city ballot.</u></p> <p>Sec. 1.15.122 - Terms/limits.</p> <p>Appointees to the Ethics Commission shall serve for terms of three (3) years. However, in order to ensure continuity by implementing staggered terms of service, the two additional appointees and one alternate shall draw lots so that one member serves a one-year term, the second serves a two-year term, and the third serves a three-year term. No person may serve more than two (2) consecutive three-year terms. A person may be reappointed after having been off the Ethics Commission for twelve (12) consecutive months.</p> <p>Sec. 1.15.123 - Ethics commission vacancies.</p> <p>All vacancies on the ethics commission shall be filled within sixty</p>
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Council within sixty (60) days of the vacancy, for the remainder of the unexpired term, by use of the general process noted above. Ethics commission members shall hold office until their successors have been appointed and shall continue to hold office after their successors have been appointed for the limited purpose of disposing of all complaints filed and unresolved during that ethics commission member's term.

Sec. 1.15.124 - Removal of ethics commission members.

In addition to the City Council's usual powers of removal, members of the ethics commission may be removed by a majority vote of the City Council for cause only.

Sec. 1.15.125 - Conflicts on interest.

(60) days of the vacancy, for the remainder of the unexpired term, as provided in the City Charter. No member of the Ethics Commission shall participate in the discussion of or vote on a complaint in which any of the evidence was presented to the Commission prior to the member's appointment. Ethics commission members shall hold office until their successors have been appointed and shall continue to hold office after their successors have been appointed for the limited purpose of disposing of all complaints filed and unresolved during that ethics commission member's term.⁴

Sec. 1.15.124 - Removal of Ethics Commission members.

In addition to the City Council's usual powers of removal, members of the Ethics Commission may be removed by a majority vote of the City Council for cause only. Removal for cause must be after notice and an opportunity for the Ethics Commission member to be heard. The grounds for such removal are: (a) gross ignorance of official duties; (b) gross carelessness in the discharge of those duties; (c) unfitness or inability to promptly and properly discharge official duties because of a serious physical or mental defect that did not exist at the time of the officer's election or (d) official misconduct which means intentional, unlawful behavior that adversely affects the performance of official duties. The term includes an intentional or corrupt failure, refusal, or neglect of a Commission Member to perform a duty imposed on the Member by law, including but not limited to the Bastrop City Charter and the City of Bastrop Code of Ordinances.

Sec. 1.15.125 - Conflicts of interest.

⁴ The holdover provision inadvertently was omitted from a prior red-line version.

When a complaint is referred to or comes under the purview of the ethics commission, it shall be the responsibility of the City Manager and the city attorney to attempt to identify any potential conflicts of interest that may be present between any of the serving ethics commission members and the persons or entities involved in the ethics complaint. The City Manager shall promptly report any identified, potential conflicts, to the City Council and the City Council shall, within thirty (30) days, take formal action to appoint a special replacement appointee to the ethics commission to hear and decide the matter that is subject of the conflict. The special replacement appointee shall retire from service once the matter at hand has been disposed of, and the regularly appointed ethics commission member shall resume service for the remainder of the ethics commission member's term.

(Ord. No. 2012-1, 1-10-12)

Sec. 1.15.126 - Chair/quorum.

(a) The ethics commission shall elect a chairperson, who shall preside over the hearings before the ethics commission. The chairperson shall serve a one-year term. The City Secretary shall serve as the administrative record keeper for the ethics commission.

(b) Unless otherwise stipulated by the chairperson at his/her

When a complaint is referred to or comes under the purview of the Ethics Commission, it shall be the responsibility of the City Manager and the City Attorney or independent counsel to attempt to identify any potential conflicts of interest that may be present between any of the serving Ethics Commission members and the persons or entities involved in the ethics complaint. Upon receipt of a complaint, each member of the Commission shall affirmatively notify the City Manager or City Attorney or independent counsel in writing that the member does or does not have a conflict of interest. If a member of the Commission agrees that there is a conflict, the member shall be replaced by the alternative in all proceedings related to the complaint. If the Commission member does not agree that there is a conflict of interest, then the City Manager shall promptly report any identified, potential conflicts, to the City Council. Upon a finding by the City Council that there is an actual or potential conflict of interest, the alternate shall take the place of that Commission member in all proceedings related to the complaint. The alternate shall retire from active service once the matter at hand has been disposed of, and the regularly appointed Ethics Commission member shall resume service for the remainder of the Ethics Commission member's term.

Sec. 1.15.126 - Chair/quorum.

(a) The Ethics Commission shall elect a chairperson, who shall preside over the hearings before the Ethics Commission. The chairperson shall serve a one-year term. The City Secretary shall be the repository of all filings and records of the Ethics Commission.

(b) The Ethics Commission may evaluate and discuss its

discretion, for purposes of convening and conducting the administrative work of the commission, such as evaluating and developing recommendation to the City Council concerning matters related to the standard of conduct for city officials and employees, two (2) members of the commission shall constitute a quorum to conduct the business of the commission. In addition, for such administrative meetings, up to one (1) member of the commission may participate in (and be considered to be present at) the commission meeting by use of remote technology, such as telephone or video conferencing. However, all three (3) members of the ethics commission shall be present, in person, at any time the ethics commission is convened to review and investigate a complaint related to violation(s) of this code.

(Ord. No. 2013-27, 12-10-13)

Sec. 1.15.127 - Meetings.

The ethics commission shall meet when necessary to carry out its responsibilities, but in any event the ethics commission shall hold an annual meeting during the month of February to elect its chairperson. Any ethics commission member may call a meeting of the ethics commission, provided that a reasonable notice is given to all other ethics commission members. All ethics commission meetings shall be noticed, posted and conducted in compliance with the Texas Open Meetings Act.

Sec. 1.15.128 - Jurisdiction of the commission.

own policies and procedures and make recommendations to the City Council concerning matters related to the standard of conduct for city officials that are unrelated to any pending complaint. The quorum for such a meeting shall be three members, one of whom may participate in (and be considered to be present at) the commission meeting by use of remote technology, such as telephone or video conferencing.

(c) The quorum for consideration of any complaint shall be four members of the Ethics Commission. If all five members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, four of the Commissioners must vote to sustain the complaint or impose the sanctions; otherwise, it must be dismissed. If four members of the Ethics Commission are present for a vote to sustain or dismiss a complaint or impose sanctions, all four of the Commissioners must vote to sustain the complaint or impose sanctions; otherwise it shall be dismissed.

Sec. 1.15.127 - Meetings.

The Ethics Commission shall meet when necessary to carry out its responsibilities, but in any event the Ethics Commission shall hold an annual meeting during the month of February to elect its chairperson. Any Ethics Commission member may call a meeting of the Ethics Commission, provided that reasonable notice is given to all other Ethics Commission members. All Ethics Commission meetings shall be noticed, posted and conducted in compliance with the Texas Open Meetings Act.

Sec. 1.15.128 - Jurisdiction of the commission.

<p>The ethics commission shall have jurisdiction over complaints involving the City Council, city officials and other persons appointed to serve the city by the City Council. The City Manager shall have jurisdiction and authority to investigate and handle ethics complaints involving city employees, pursuant to the city's approved personnel policies. employees shall have the right to appeal a decision of the City Manager to the ethics commission.</p> <p>Sec. 1.15.129 - Duties of the commission.</p> <p>(a) The ethics commission shall:</p> <p>(1) Make recommendations to the City Council concerning matters relating to the standard of conduct for city officials and employees.</p> <p>(2) Preserve and maintain the confidentiality of any documentation filed with the commission for a period of three (3) years after a finding has been rendered, at which time such documents shall be destroyed, unless disclosure is otherwise required by state law, or order of the state attorney general or a court of jurisdiction.</p> <p>(3) Review and investigate complaints related to violations of this article when presented and issue a written finding of the ethics commission's determination, when appropriate.</p> <p>(b) The ethics commission may:</p> <p>(1) Prepare reports and make recommendations to the City Council regarding ethical issues affecting the city.</p> <p>(2) Seek any necessary assistance from the City Council and City</p>	<p>The Ethics Commission shall have jurisdiction over complaints involving city officials as defined in this ordinance.</p> <p>Sec. 1.15.129 - Duties of the commission.</p> <p>(a) The Ethics Commission shall:</p> <p>(1) Make recommendations to the City Council concerning matters relating to the standard of conduct for city officials.</p> <p>(2) <u>To the extent allowed by law</u>, maintain the confidentiality of any documents which are filed with the Ethics Commission. The documents shall be retained consistent with the City's records retention policies.</p> <p>(3) Review and investigate complaints related to violations of this Code and issue written ruling(s).</p> <p>(b) The Ethics Commission may:</p> <p>(1) Prepare reports and make recommendations to the City Council regarding ethical issues affecting the city.</p> <p>(2) <u>Respond to inquiries from interested persons</u></p>
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<p>Manager regarding financial support needed to carry out the ethics commission's duties.</p> <p>(3) Adopt rules of procedures for carrying out this article.</p> <p>Sec. 1.15.130 - Role of the city attorney.</p> <p>(a) The city attorney shall serve as legal counsel and staff liaison to the ethics commission. However, when complaints related to violations of this article are filed relating to the mayor, City Councilmembers, City Manager, city attorney, city prosecutor or municipal court judge, independent legal counsel may be utilized to advise the ethics commission and to take part in the hearings, in the place of the city attorney.</p> <p>(b) The city attorney shall serve as ethics advisor, only, to city employees and city officials, and shall not represent employees or city officials before the ethics commission. As ethics advisor, the city attorney is available to respond confidentially to inquiries from employees, city officials, and others appointed to serve the city by the City Council, on matters related to the content of this article. However, as legal counsel to the ethics commission, the city attorney may not represent any person or party in any proceeding before the ethics commission.</p> <p>(c) The city attorney shall receive all sworn complaints of violations of this article and, upon receipt, shall conduct a preliminary analysis and review of the complaint. Upon completion of the preliminary analysis and review, the city attorney shall forward a written report detailing the initial legal</p>	<p><u>concerning policies and procedures of the commission.</u></p> <p>(3) Seek any necessary assistance from the City Council and City Manager regarding financial support needed to carry out the Ethics Commission's duties.</p> <p>(4) Adopt rules of procedures for carrying out this article.</p> <p>Sec. 1.15.130 - Role of the City Attorney.</p> <p>(a) The City attorney shall serve as legal counsel and staff liaison to the Ethics Commission. However, when complaints concerning violations of this Code are filed relating to the Mayor, City Council Members, City Manager or City Attorney, independent legal counsel must be retained by the Ethics Commission to perform the duties that otherwise would be performed by the City Attorney.</p> <p>(b) The City Attorney shall serve as ethics advisor, only, to city officials, and shall not represent employees or city officials before the Ethics Commission. As ethics advisor, the City Attorney is available to respond confidentially to inquiries from city officials, and others appointed to serve the city by the City Council, on matters related to the content of this Code. However, as legal counsel to the Ethics Commission, the City Attorney may not advise or represent any person or party in any proceeding before the Ethics Commission.</p> <p>(c) Upon receipt of an ethics complaint, the City Attorney or independent counsel shall conduct a preliminary analysis, review and investigation of the complaint. Upon completion of the preliminary analysis, review and investigation, the City Attorney or independent counsel shall forward a written report detailing the</p>
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<p>review and recommendation to the ethics commission for its evaluation and action. If a sworn complainant alleges a violation by the city attorney, the complaint must be filed with the chairperson of the ethics commission, with a copy to the mayor, the City Manager, and the city attorney.</p> <p>Sec. 1.15.131 - Complaints.</p> <p>(a) All complaints alleging a violation of this article shall:</p> <p>(1) Be submitted, in writing, on a form prescribed by the City Council;</p> <p>(2) Be signed under oath;</p> <p>(3) Shall cite the provision(s) of this article allegedly violated; and</p> <p>(4) Shall provide the facts and evidence, if any, supporting the alleged violation.</p> <p>Any false statements that are intentionally, knowingly, or recklessly made under oath by a complainant shall subject the complainant to legal redress, including potential prosecution under state law.</p> <p>(b) Complaints and any evidence collected during the investigation of the alleged violation shall be kept confidential by the ethics commission, unless disclosure is otherwise required by state law or order of the state attorney general or a court of</p>	<p>initial legal review and recommendation to the Ethics Commission for its evaluation and action.</p> <p>Sec. 1.15.131 - Complaints.</p> <p><u>(a) All complaints alleging a violation of this article and all other documents to be presented to or considered by the Commission shall be filed with the City Secretary with a file stamp showing the date of receipt.</u> Complaints must:</p> <p>(1) Be submitted, in writing, on a form prescribed by the City Council;</p> <p>(2) Be signed under oath;</p> <p>(3) Cite the provision(s) of this Code allegedly violated; and</p> <p>(4) Provide the facts and evidence, if any, supporting the alleged violation.</p> <p>Any false statements that are intentionally, knowingly, or recklessly made under oath by a complainant shall subject the complainant to legal redress, including potential prosecution under state law.</p> <p><u>(b) All documents submitted to the Ethics Commission shall be supported by affidavit or other evidence of authenticity.</u> Complaints and any evidence collected during the investigation of the alleged violation which are excepted from disclosure under</p>
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<p>jurisdiction.</p> <p>(c) Any complaint alleging a violation of this article is to be filed with the city attorney within twelve (12) months from the date on which the complainant knew of or should have known of the alleged violation. Complaints filed after that period will not be considered.</p> <p>(d) No later than twenty-one (21) business days after receipt of the complaint, the city attorney shall acknowledge receipt of the complaint in writing delivered by certified mail, to the complainant and provide a copy of the complaint to the ethics commission and any accused party. An accused party shall have twenty-one (21) business days from receipt of the complaint to submit a sworn written response to the complaint to the city attorney. The city attorney shall conduct a preliminary analysis and review of the complaint, including a review of any available evidence, to determine whether there appears to be a legal basis for the complaint. The city attorney shall submit a preliminary analysis [and] forward a report to the ethics commission as set forth in section 1.15.130(c) above. No later than sixty (60) business days after receipt of the complaint by the city attorney, the ethics commission shall notify the complainant and any accused party in writing delivered by certified mail, if the commission intends to schedule a hearing or take other action</p>	<p>the Public Information Act shall be kept confidential by the Ethics Commission, the City Attorney or independent counsel and City Secretary unless disclosure is otherwise required by state law or order of the state attorney general or a court of competent jurisdiction.</p> <p>(c) Any complaint alleging a violation of this <u>Code must be filed with the City Secretary within six months from the date on which the alleged violation occurred. Complaints filed after that period will not be considered. The six month limitation does not apply to a complaint based on facts which were not discovered, and in the exercise of reasonable diligence could not have been discovered, within the six month period. In this event, the complaint must be filed no later than twenty-four months after the alleged violation occurred.</u></p> <p>(d) No later than <u>three</u> business days after receipt of the complaint, the City Secretary shall acknowledge receipt of the complaint by certified mail, return receipt requested. At the same time, the City Secretary shall provide a file-stamped copy of the complaint and any supporting affidavits and documents to the Ethics Commission, City Attorney or independent counsel and any accused party. An accused party shall have twenty-one business days from receipt of the complaint to submit a sworn written response to the complaint to the City Secretary.</p> <p><u>(e) All documents filed in connection with an ethics complaint which are to be considered by the commission must be served by the filing party on all other parties to the proceeding and the City Attorney or independent counsel. Any document which is filed but not served on all other parties to the proceeding and City Attorney or independent counsel may not be considered by the Ethics Commission. This section does not apply to</u></p>
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<p>concerning the complaint. If the ethics commission determines not to proceed, it shall notify the complainant and the city attorney that the complaint has been dismissed and no further action will be taken.</p> <p>(e) The recovery of any and all reasonable legal fees incurred by the accused party shall be paid by the complainant, if the ethics commission ultimately determines that the complaint was groundless and was brought:</p> <p>(1) In bad faith; or</p> <p>(2) For the purpose of harassment.</p> <p>Sec. 1.15.132 - Ex parte communications.</p>	<p><u>communications to or from the City Attorney or independent counsel and the Ethics Commission.</u></p> <p>(f) Within ten business days after receiving the written response, the City Attorney or independent counsel shall conduct a preliminary analysis, review and investigation of the complaint, including a review of any available evidence, to determine whether there appears to be a legal basis for the complaint. The City Attorney or independent counsel shall submit a written report to the Ethics Commission. Within ten business days after receipt of the written report, the Ethics Commission through the City Secretary shall notify the complainant and any accused party in writing delivered by certified mail, return receipt requested if the Commission intends to schedule a hearing or take other action concerning the complaint. If the Ethics Commission determines not to proceed, it shall, through the City Secretary, notify the complainant and the City Attorney or independent counsel in writing by certified mail, return receipt requested, that the complaint has been dismissed and that no further action will be taken.</p> <p>(g) Any and all reasonable legal fees incurred by the accused party shall be paid by the complainant, <u>if the Ethics Commission finds that there was no violation, and determines that the complaint was:</u></p> <p><u>(1) Groundless as a matter of law; or</u></p> <p><u>(2) Filed in bad faith; or</u></p> <p><u>(3) Filed for the purpose of harassment.</u></p> <p>Sec. 1.15.132 - Ex parte communications.</p>
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After a complaint has been filed with the ethics commission and during the consideration of a complaint by the ethics commission, a member of the ethics commission may not communicate directly or indirectly with any party or person about any issue of fact, or law, regarding the complaint, except at a meeting of the ethics commission.

Sec. 1.15.133 - Hearings.

(a) The ethics commission may, in its sole discretion, attempt to negotiate or mediate an equitable resolution of any complaint. If the ethics commission and the accused party are unable to negotiate or mediate a final resolution of the matter, the ethics commission will, at its discretion, convene a hearing at which the accused may have legal counsel present. The hearing may be open to the public, or closed, at the discretion of the ethics commission, and as allowed by applicable state law. The ethics commission hearing shall be held as expeditiously as possible, but in any event no later than one hundred and twenty (120) days from the date the sworn, written complaint was received by the city attorney. The ethics commission hearing shall be attended and transcribed by a court reporter, and the record of the hearing shall be maintained by the ethics commission. Witnesses before the ethics commission shall be placed under oath when providing testimony to the ethics commission. The ethics commission shall conduct the hearing under its own procedures. Formal rules of procedure, testimony, and evidence shall not apply.

(b) The issue at the formal hearing before the ethics commission

After a complaint has been filed with the City Secretary, and during the consideration of the complaint by the City Attorney, independent counsel or the Ethics Commission, the Ethics Commission may not communicate directly or indirectly with any party or representative of a party except at a meeting of the Ethics Commission. If the Ethics Commission needs assistance in gathering additional information or documents, it shall request the City Attorney or independent counsel to perform that function for it.

Sec. 1.15.133 - Hearings.

(a) A hearing convened by the Ethics Commission may be open to the public or closed, if the hearing is permitted to be closed under the Open Meetings Act. At any stage of the proceeding, including but not limited to the hearing, any party may be represented by a licensed attorney. The Ethics Commission hearing shall be held as expeditiously as possible, but in any event no later than ninety days from the date the sworn, written complaint was received by the City Secretary. A continuance may be granted by the Chair only for good cause shown. The Ethics Commission hearing shall be transcribed by a court reporter, and the record of the hearing shall be maintained by the City Secretary as required by the City of Bastrop records retention policies. Witnesses before the Ethics Commission shall be placed under oath when providing testimony to the Ethics Commission. The Ethics Commission shall conduct the hearing under its own procedures. Formal rules of procedure, testimony, and evidence shall not apply.

(b) The issues at the formal hearing before the Ethics Commission shall be whether the act or omission that is the

shall be whether the violation alleged in the complaint occurred. The ethics commission shall make its decision based on clear and convincing evidence presented during the ethics commission hearing. If the ethics commission determines that a violation has occurred, it shall state its finding(s) in writing, identify the particular provision(s) of this article that have been violated, and deliver a copy of its findings to the complainant, the accused party and the City Council within twenty-one (21) business days of closing the ethics commission hearing. Extensions of this time may be necessary and allowed in complex cases, but if an extension is required all interested parties shall be notified of the extension.

Sec. 1.15.134 - Sanctions.

(a) If the ethics commission determines that a city official, or employee has violated this article, it shall declare its findings along with any recommended sanctions in a report to the City Council. An affirmative vote of a majority of the members of the ethics commission hearing the matter shall be required for the determination that a violation has occurred and to recommend any sanction under this article.

(b) If the commission determines that a city official or employee has violated this article, it may recommend a private or public reprimand, temporary suspension, removal from office, bar from future service with the city, or any other sanction or corrective action within the power of the City Council.

(c) In arriving at its recommendation, the ethics commission shall

subject matter of the complaint (1) actually occurred, (2) whether the act or omission is a violation of the Ethics Ordinance, and (3) whether an award of attorney's fees is appropriate. The Ethics Commission may find a violation whether or not there is a financial loss. The Ethics Commission shall make its decision based on clear and convincing evidence. If the Ethics Commission determines that a violation has occurred, it shall state its findings in writing, identify the particular provisions of this Code that have been violated, and deliver a copy of its findings to the **City Secretary, City Attorney or independent counsel**, complainant, and the accused party within twenty-one business days of closing the Ethics Commission hearing. Extensions of this time may be necessary and allowed in complex cases, but if an extension is required all interested parties shall be notified of the extension.

Sec. 1.15.134 - Sanctions.

(a) If the Ethics Commission determines that a city official has violated this Code, it shall declare its findings along with any recommended sanctions in a report to the City Council.

(b) If the Commission determines that a current or former city official has violated this article, it may recommend to the City Council a private or public reprimand, temporary suspension, removal from office or employment, or any other sanction or corrective action within the power of the City Council.

(c) In arriving at its recommendation, the Ethics Commission

<p>consider the seriousness of the violation, the importance of deterrence, the impact on public confidence in government, city officials and employees, the number of times the violation occurred, the mental state with which the violation was committed and any previous violations committed by the accused party. A written recommendation on the sanction to be imposed shall be forwarded by the ethics commission to the City Council, with a copy to the complainant and the accused party.</p> <p>(d) If the ethics commission determines that the conduct occurred, but the facts indicate that the violation was unintentional and/or de minimis, the ethics commission may recommend that the complaint be dismissed and no sanction imposed by the City Council. The ethics commission may, in its discretion, issue a clarifying opinion to help guide future cases.</p> <p>(e) The City Council shall consider the ethics commission's recommended sanction and exercise its own judgment and discretion in determining what action, if any, shall be taken relating to the alleged violation.</p> <p>Sec. 1.15.135 - Other actions by ethics commission.</p> <p>If the ethics commission determines a member of City Council has violated this article, the ethics commission will, in such cases, have the sole and final authority to impose sanctions under this article. In addition to declaring its findings, the ethics commission may reprimand and/or recommend a public recall of the City Council member in question. An affirmative vote of a majority of the ethics commission members shall be required for the determination that a violation by a member of the City Council</p>	<p>shall consider the seriousness of the violation, the importance of deterrence, the impact on public confidence in government and city officials, the number of times the violation occurred, the mental state with which the violation was committed and any previous violations committed by the accused party. A written recommendation on the sanction to be imposed shall be forwarded by the Ethics Commission to the City Council, with a copy to the complainant and the accused party. <u>In addition, the Ethics Commission's written recommendation on sanctions shall be delivered to the City Secretary.</u></p> <p>(d) If the Ethics Commission determines that the wrongful act or omission occurred, but the facts indicate that the violation was unintentional and/or de minimus, the Ethics Commission may recommend that the complaint be dismissed and no sanction be imposed by the City Council. The Ethics Commission may, in its discretion, issue a clarifying opinion to help guide future cases.</p> <p>(e) The City Council shall consider the Ethics Commission's recommended sanction and exercise its own judgment and discretion in determining what action, if any, shall be taken relating to the alleged violation.</p> <p>Secs. 1.15.135—1.15.150 - Reserved.</p>
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<p>has occurred and to approve any sanctions under this article. A letter of reprimand or a recommendation of public recall of an elected city official shall be delivered to the City Secretary, published in a local newspaper of the largest general circulation, and published prominently on the city's website for a minimum of twelve (12) months after the decision is issued by the ethics commission.³</p> <p>(Ord. No. 2012-1, 1-10-12)</p> <p>Secs. 1.15.136—1.15.150 - Reserved.</p>	
<p>DIVISION 6. - ETHICS COMMISSION</p> <ul style="list-style-type: none"> • • Sec. 1.15.151 - Creation. • (a) An ethics commission shall be created and consist of three (3) members, all of whom must reside within jurisdiction of the city, which for purposes of this section expressly includes the city's extraterritorial jurisdiction. Within sixty (60) days of its adoption of this section, each member of the City Council will submit to the City Attorney names of recommended appointees. The City Attorney will provide the recommended appointees to the Mayor, who will then appoint the three (3) members of the ethics commission, upon concurrence of the members of the City Council. • (b) Notwithstanding any other general prohibition or policy of the city against judges serving on city boards and commissions, due 	

³ This provision was deleted inadvertently from the proposed amendments. The Council needs to consider this provision very carefully because of the “sole and final authority” language. The Ethics Commission has the authority to recommend any sanction to the Council; however, delegating sole authority to the Commission when a Council Member is the subject of a complaint is, in my opinion, too much delegation. *See* sec. 1.15.134(a).

to the specialized nature of the ethics commission, in its sole discretion, the City Council may determine that it is appropriate, in the best interest of the City, and/or the preference of the governing body of the city for the Mayor to appoint, with the City Council's concurrence, a judge to serve on the ethics commission. For purposes of this section, the judge appointed to the ethics commission, if any, may be currently serving or may be retired from the bench of any governmental entity, except the city, and may have been either elected or appointed to his/her judicial position.⁵

(Ord. No. 2014-10, 7-22-14; Ord. No. 2015-28, pt. 1, 11-24-15; Ord. No. 2015-28R, pt. 1, 11-24-15)

Sec. 1.15.152 - Terms/limits.

Appointees to the ethics commission shall serve for terms of three (3) years, and each position shall be assigned a "place." However, in order to ensure continuity by implementing staggered terms of service, the first three (3) appointees shall draw lots so that one member serves a one-year term, the second serves a two-year term, and the third serves a three-year term. No person may serve more than two (2) consecutive three-year terms. A person may be reappointed after having been off the ethics commission for twelve (12) consecutive months.

Sec. 1.15.153 - Vacancies.

All vacancies on the ethics commission shall be filled by the City Council within sixty (60) days of the vacancy, for the remainder

⁵ My understanding is that this was the Judge Duggan provision to allow him to serve on the Commission; however, I fail to see that it is needed since the only prohibition from membership on the Commission is for any person who is elected to a city position. *See* sec. 1.15.121. Judge Duggan's position is a county position, and the provision already prohibits the appointment of a city judge. As a result, it was deleted.

of the unexpired term, by use of the general process noted above. Ethics commission members shall hold office until their successors have been appointed and shall continue to hold office after their successors have been appointed for the limited purpose of disposing of all complaints filed and unresolved during that ethics commission member's term. Attendance requirements for the commission members are set forth in this Code, [section 1.02.002\(b\)](#), et seq.

(Ord. No. 2012-13, pt. 4(E), 6-26-12)



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 7

TITLE:

CITIZEN COMMENTS

At this time, three (3) minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Comment portion of the Council meeting. In accordance with the Texas Open Meetings Act, if a citizen discusses any item not on the agenda, City Council cannot discuss issues raised or make any decision at this time. Instead, City Council is limited to making a statement of specific factual information or a recitation of existing policy in response to the inquiry. Issues may be referred to City Staff for research and possible future action.

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

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



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 8A

TITLE:

Consider action to approve minutes from the July 20, 2017, July 25, 2017 and August 1, 2017 meetings.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve minutes from the July 20, 2017, July 25, 2017 and August 1, 2017 meetings.

ATTACHMENTS:

- July 20, 2017 DRAFT Budget Workshop Minutes
- July 25, 2017 DRAFT Regular Council Meeting Minutes
- August 1, 2017 DRAFT Special Meeting Minutes

**MINUTES OF SPECIAL BUDGET WORKSHOP MEETING
BASTROP CITY COUNCIL
July 20, 2017**

The Bastrop City Council met in a Special Budget Workshop Meeting on Thursday, July 20, 2017 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Schiff and Council Members Peterson, Nelson, Ennis and Jones. Officers present were City Manager Lynda Humble and City Deputy City Secretary Traci Chavez. Staff present were Planning and Engineering Director, Wesley Brandon; Chief Financial Officer, Tracy Waldron; and Managing Director of Public Works and Leisure Services, Trey Job.

1. CALL TO ORDER

Mayor Schroeder called the meeting to order at 6:30 p.m.

2. WORK SESSION

2A. Discuss overview of FY 2018 Budget process and the significant need to diversify revenue sources to reduce dependence on Sales Tax Revenue.
Presentation was made by City Manager, Lynda Humble.

2B. Discuss the proposed Water & Wastewater Capital Improvement Program and implementation schedule for setting required fees as outlined in recent Water/Wastewater Rate Study effective January 1, 2018.
Presentation was made by City Manager, Lynda Humble and Managing Director of Public Works & Leisure Services, Trey Job.

2C. Discuss the Bastrop Convention & Exhibit Center, its challenges and opportunities, and proposed operational changes intended to better leverage available resources to increase tourism in Downtown Bastrop.
Presentation was made by City Manager, Lynda Humble and Visit Bastrop Executive Director, Dale Lockett.

2D. Discuss strategy, including communication and rate development, regarding the establishment of a Municipal Drainage Utility System Fee to fund numerous drainage maintenance and improvement projects pursuant to Chapter 552 of the Texas Local Government Code.
Presentation was made by City Manager, Lynda Humble.

Council Member Ennis suggested holding the Community Meetings at Tahitian Village, Hunters Crossing, Riverside Grove and North Bastrop; Mayor Schroeder also suggested Riverside Grove Intermediate School and possibly Kerr Community Center. Mayor Pro Tem Schiff suggested having signage to announce the location, date and time of each community meeting. Council Member Nelson stated that Hunters Crossing did not have a venue large enough to hold a community meeting, Council Member Nelson will check out the availability of Best Western for a meeting room.

2E. Receive input from Council regarding additional budget priorities for FY 2018 budget.
Mayor Pro Tem Schiff stated that he was comfortable in that the City has a good start to the budget for this year.

Council Member Jones stated that she was thinking of the details that have been discussed and the details of making those things happen and the City's participation in making the details happen.

3. ADJOURNMENT

Adjourned at 8:45 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

DRAFT

**MINUTES OF REGULAR COUNCIL MEETING
BASTROP CITY COUNCIL
July 25, 2017**

The Bastrop City Council met in a Regular Meeting on Tuesday, July 25, 2017 at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Schiff and Council Members Jones, Ennis and Nelson. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney David Bragg.

CALL TO ORDER

At 6:31 p.m. Mayor Schroeder called the meeting to order with a quorum being present. Council Member Peterson was absent.

PLEDGE OF ALLEGIANCE

Olivia Whitfield, YMCA - life guard of the week led the Pledge of Allegiance.

TEXAS PLEDGE OF ALLEGIANCE

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

INVOCATION

Jonah Breyer, Mission U Too gave the Invocation.

PRESENTATIONS

- 4A. Presentation of Proclamation recognizing and celebrating 2017 Volunteer Honor Roll.
Mayor Schroeder read the proclamation recognizing and celebrating 2017 Volunteer Honor Roll into record.
- 4B. Mayor's Report
- **July 13th**
 - **Ribbon cutting at Bastrop Financial Planning.**
 - **Met with Texas Municipal League (TML) Executive Director.**
 - **July 14th and 15th**
 - **Council Retreat at McKinney Roughs Nature Center.**
 - **July 14th**
 - **Had a major waterline break as a result of the construction underway in the intersection near Bastrop State Park.**
 - **Chief Wobus wanted to thank the citizens for responding to the "call for water."**
 - **July 17th**
 - **Mayor attended first BEDC meeting as mayor.**
 - **July 19th**
 - **BEDC hosted the "Opportunity Austin" team from the Austin Chamber of Commerce.**
 - **July 20th**

- **Attended the Quarterly Community meeting hosted by the Federal Correctional Institute.**
- **July 20th**
 - **Another Budget Workshop was held.**
- **July 22nd**
 - **Public Library Big Game Summer Finally Party was held.**

Upcoming events:

- **July 26 - Hunters Crossing PID meeting**
- **July 31 – BEDC Special Meeting**
- **August 1st – 5th - HOMECOMING Festivities**
- **August 1st – City Council special meeting**
- **August 3rd – Farm Street Opry**
- **August 3rd and 4th – TML “Newly Elected Official Training” in San Antonio**
- **August 4th – First Friday Art Walk**
- **August 8th – City Council**

4C. **Councilmembers’ Report**

Council Member Nelson

- **Attended the Hunters Crossing Home Owners Association (HOA) meeting for the first time as an elected official. The residents of Hunters Crossing are very excited about the potential for the City of Bastrop and they are looking forward to serving on a more frequent basis as volunteers.**

Council Member Jones

- **Attended the Council Retreat and felt that it created a lot of unity.**

4D. **City Manager’s Report**

Nothing to report.

5. WORK SESSION/BRIEFINGS

- 5A. Provide update and debriefing on Water Main Break at Intersections of Hwy. 21 & Hwy 150.

Debriefing was provided by Managing Director of Public Works & Leisure Services, Trey Job.

- 5B. Provide briefing on XS Ranch Fund VI, LP, Case No. 16-31367, a case pending in the United States Bankruptcy Court, Northern District of California and its impact on the City of Bastrop’s agreement to purchase future water.

Briefing was provided by City Attorney, David Bragg.

- 5D. Discuss proposed final draft of the Ethics Ordinance, which includes Council and public comments from three (3) workshops and emails from various citizens.

Presentation was made by City Attorney, David Bragg. Mr. Bragg asked Council to provide him with any comments they may have on the version of the Ethics Ordinance presented to Council in order for the comments to be factored into the next version brought before Council. City Manager, Lynda Humble will place

this item on the August 8, 2017, agenda with the understanding that it may be pulled for additional consideration.

- 5C. Provide update and briefing on the creation of a Vision Statement, Mission Statement, Focus Areas, and List of Priorities by the City Council established at the Council Retreat held July 14 – 15, 2017.

Briefing was provided by City Manager, Lynda Humble.

6. STAFF AND BOARD REPORTS

- 6A. Receive presentation from Visit Bastrop Interim Director, Dale Lockett regarding the proposed Destination and Marketing Services Agreement between the City of Bastrop, Texas and Visit Bastrop.

Presentation was made by City Manager, Lynda Humble and Visit Bastrop Interim Director, Dale Lockett.

- 6B. Receive presentation on the unaudited Monthly Financial Report for the period ending June 30, 2017.

Presentation was made by Chief Financial Officer, Tracy Waldron.

- 6C. Receive presentation from Organizations applying for FY2018 Hotel Tax Funding.

Presentations were made by the following:

Bastrop Chamber of Commerce – Becki Womble

Bastrop County Historical Society – Kaye Sapikas

(Council Member Ennis removed himself from the dais during this presentation due to a family relationship with the Chair of the Bastrop County Historical Society.)

Bastrop County Women’s Center dba Family Crisis Center– Charlotte Peach

Bastrop Homecoming – Lori Chapin

Bastrop Opera House – Terry Moore and Lisa Holcomb

Blue Flame Cruisers Car and Motorcycle Club – Peggy Miller

Keep Bastrop County Beautiful – Melissa Middlebrooks

Lost Pines Leathernecks Detachment 1384 Bastrop County Marine Corps League – Anthony Poleti

Tough Mudder, Inc. – Shivani Banker (via video)

- 6D. Receive presentation on the Quarterly Investment Report for the period ending in June 30, 2017.

Presentation was made by Chief Financial Officer, Tracy Waldron.

- 6E. Receive report from Bastrop Economic Development Corporation.

Presentation was made by Bastrop Economic Development Corporation Director, Shawn Kirkpatrick.

7. CITIZEN COMMENTS

Linda Curtis – Stated there needs to be a redline copy of the proposed Ethics ordinance.

Mayor Schroeder recessed the Council Meeting at 9:06 p.m.

Mayor Schroeder called the meeting back to order at 9:12 p.m.

8. CONSENT AGENDA

A motion was made by Mayor Pro Tem Schiff to approve Item 8A listed on the Consent Agenda after being read into the record by City Secretary Ann Franklin. Seconded by Council Member Ennis, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 8A. Consider action to approve minutes from the June 29, 2017 Budget Hearing and July 11, 2017 Regular Council Meeting.

9. ITEMS FOR INDIVIDUAL CONSIDERATION

- 9A. Consider action to approve Resolution R-2017-50 of the City Council of the City of Bastrop, Texas allowing an alternative lighting plan for additional canopy lighting at the Buc-ee's Travel Center, located at 1700 East State Highway 71, and establishing an effective date.

Presentation was made by Planning and Engineering Director, Wesley Brandon.

A motion was made by Mayor Pro Tem Schiff to approve Resolution No. R-2017-50, seconded by Council Member Jones, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9D. Consider action to approve Resolution R-2017-32 of the City Council of the City of Bastrop, Texas approving an Interlocal Agreement with Bastrop County for a drainage improvement project on Shiloh Road approximately 700 feet from the intersection of Shiloh Road and State Highway 304 in Bastrop, Texas; authorizing the City Manager to execute all necessary documents, and establishing an effective date.

Presentation was made by Managing Director of Public Works & Leisure Services, Trey Job and Commissioner Hamner.

A motion was made by Council Member Nelson to approve Resolution No. R-2017-32, seconded by Mayor Pro Tem Schiff, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9G. Consider action to approve Resolution No. R-2017-55 of the City Council of the City of Bastrop, Texas authorizing the Texas Housing Foundation to exercise its powers specifically limited to the Bastrop Oak Grove Apartment Complex I & II, located at 1910 Wilson Street, Bastrop, Texas, authorizing a Cooperative Agreement, Attached as Exhibit A, authorizing the Mayor to execute said agreement, and establishing an effective date.

Presentation was made by Mark Mayfield, President and Chief Executive Officer, Texas Housing Foundation.

A motion was made by Mayor Pro Tem Schiff to approve Resolution No. R-2017-55, seconded by Council Member Jones, motion was approved on a 4-0 vote. Council Member Peterson was absent. City Manager, Lynda Humble stated for

public disclosure that The Texas Housing Foundation is specifically limited to the Bastrop Oak Grove Apartment Complex I and II, located at 1910 Wilson Street, and plan to make an investment of 2.36 million dollars. This will take this property off the tax roll because as a public entity they are tax exempt.

- 9H. Hold Public Hearing and consider action to approve Resolution No. R-2017-56 of the City Council of the City of Bastrop, Texas supporting THF Bastrop Oak Grove, LLC's application to the Texas Department of Housing and Community Affairs for 2017 Housing Tax Credits for Bastrop Oak Grove Apartments, and establishing an effective date.

Public hearing was opened and closed.

A motion was made by Council Member Ennis to approve Resolution No. R-2017-56, seconded by Council Member Nelson, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9B. Consider action to approve the first reading of Ordinance 2017-19 amending the budget for the Fiscal Year 2017 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior ordinances and actions in conflict herewith; and providing an effective date; and move to include on the August 8, 2017 agenda for a second reading.

Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Mayor Pro Tem Schiff to approve the first reading of Ordinance No. 2017-19 and include on the August 8, 2017 agenda for a second reading, seconded by Council Member Jones, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9C. Consideration action to approve Resolution 2017-51 of the City Council of the City of Bastrop, Texas, authorizing the City Manager to execute an Interlocal Agreement with the Capital Area Council of Governments for continuation and support of the CAPCOG Regional Air Quality Program, and authorizing a contribution towards support; and providing an effective date.

Presentation was made by City Manager, Lynda Humble.

A motion was made by Council Member Nelson to approve Resolution No. R-2017- 51, seconded by Mayor Pro Tem Schiff, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9E. Consider action to approve Resolution R-2017-52 of the City Council of the City of Bastrop, Texas awarding a contract for the construction of a 16" Water Line along SH 71 to M&C Fonseca Construction Company, Inc. in the amount of Two Million Thirty-Three Thousand Two Hundred Sixteen Dollars and 00 Cents (\$2,033,216.00); authorizing the City Manager to execute all necessary documents for the construction and installation of this water line; and establishing an effective date.

Presentation was made by Managing Director of Public Works & Leisure Services, Trey Job.

A motion was made by Council Member Nelson to approve Resolution No. R-2017-52, seconded by Council Member Jones, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9F. Consider action to approve Resolution R-2017-53 of the City Council of the City of Bastrop, Texas authorizing a contract with Bluebonnet Electric Cooperative for the conversion of overhead electric utility lines to underground electric utility lines in Bob Bryant Park located at 610 Charles Street, Bastrop, Texas at a cost of One Hundred Sixty-Eight Thousand Thirty-Five and 11/100 Dollars (\$168,035.11), authorizing the City Manager to execute all necessary documents, and establishing an effective date. **Presentation was made by Managing Director of Public Works & Leisure Services, Trey Job**

A motion was made by Mayor Pro Tem Schiff to approve Resolution No. R-2017-53, seconded by Council Member Jones, motion was approved on a 4-0 vote. Council Member Peterson was absent.

- 9I. Consider action to approve Resolution No. R-2017-54 of the City Council of the City of Bastrop, Texas confirming board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date. **A motion was made by Mayor Pro Tem Schiff to approve Resolution No. R-2017-54, seconded by Council Member Nelson, motion was approved on a 4-0 vote. Council Member Peterson was absent.**

10. EXECUTIVE SESSION

The City Council met at 9:59 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 Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding Pine Forest 6, et al vs. City of Bastrop, et al.
- 10B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding XS Ranch Fund VI, LP, Case No. 16-31367, a case pending in the United States Bankruptcy Court, Northern District of California and its impact on the City of Bastrop's agreement to purchase future water.
- 10C. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to discuss and deliberate litigation matters with the City Attorney regarding Multiple Plaintiffs vs. Forestar Group, et al (including City of Bastrop) in the 21st Judicial District Court of Bastrop County, Texas – Cause No. 54 0-21, Cause No. 541-21, Cause No. 543-21, Cause No. 539-21 Cause No. 542-21; in the 423rd Judicial District Court of Bastrop County, Texas – Cause No. 423-5020, Cause No. 423-5024, Cause No. 423-5022, Cause No. 423-5021, Cause No. 423-5023, Cause No. 451-335; in the 335th Judicial District Court of Bastrop County, Texas – Cause No. 540-335, Cause No. 539-335, Cause No. 542-335, and Cause No. 451-335 regarding drainage in Hunter's Crossing.

The Bastrop City Council reconvened at 10:46 p.m. into open (public) session.

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

No action taken.

12. ADJOURNMENT

Mayor Pro Tem Schiff made the motion to adjourn the meeting at 10:47 p.m., seconded by Council Member Jones. The motion was approved on a 4-0 vote. Council Member Peterson was absent.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin

DRAFT

**MINUTES OF SPECIAL MEETING
BASTROP CITY COUNCIL
August 1, 2017**

The Bastrop City Council met in a Special Meeting on Tuesday, August 1, 2017 at 6:00 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder and Mayor Pro Tem Schiff and Council Members Peterson and Ennis. Officers present were City Manager Lynda Humble and City Secretary Ann Franklin.

1. CALL TO ORDER

Mayor Schroeder called the meeting to order at 6:02 p.m. Council Members Jones and Nelson were absent.

2. ITEM FOR INDIVIDUAL CONSIDERATION

- 2A. Consider action to approve Resolution R-2017-57 of the City Council of the City of Bastrop, Texas, to place a proposal to adopt a tax rate for Fiscal Year 2017-2018 (FY2018) on the agenda of a future meeting as an action item and schedule two public hearings on the proposal; and providing an effective date.

Presentation was made by Chief Financial Officer, Tracy Waldron.

A motion was made by Mayor Pro Tem Schiff to approve Resolution No. R-2017-57, seconded by Council Member Peterson, motion was approved on a 3-0 vote. Council Members Jones and Nelson were absent.

3. ADJOURNMENT

Adjourned at 6:04 p.m. without objection.

APPROVED:

ATTEST:

Mayor Connie B. Schroeder

City Secretary Ann Franklin



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 8B

TITLE:

Consider action to approve the second reading of Ordinance No. 2017-19 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2017 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior ordinances and actions in conflict herewith; and providing an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The budget amendments do, in some funds, increase the budget appropriations for Fiscal Year 2017. Funds included in these amendments are detailed below:

General Fund includes:

- Received insurance proceeds for Police vehicle and offset this with the expense account that the repairs were made from.
- City Secretary budget required an increase due to run off election that was above the original election expense and the copier rental account was under budgeted (I have corrected this for next year).
- City Manager budget needed an amendment due to the cost of the Interim City Manager fees and the City Manager search professional expenses.
- Savings were obtained from contingency account and salary savings in Public Works due to turnover, making the amendment net change zero.

Electric Fund includes:

- Transfer out to General Fund to purchase play scape etc. for Delgado Park. This fund has excess Fund Balance above the Policy 35% of expenditures.

Main Street Program Fund includes:

- Increasing revenue due to insurance proceeds received due to water damage and additional funds generated by events produced by program (i.e. Dinner on Main, Pub Crawls, etc.).
- Increased expenses related to this revenue to cover costs associated with repairing the floors and producing these additional events.

Hotel/Motel Tax Fund includes:

- Appropriate the funds needed to contract with the Destination Marketing Organization for the rest if this Fiscal Year.
- Appropriate the funds for Tier III funding approved by Council in May.

POLICY EXPLANATION:

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

FUNDING SOURCE:

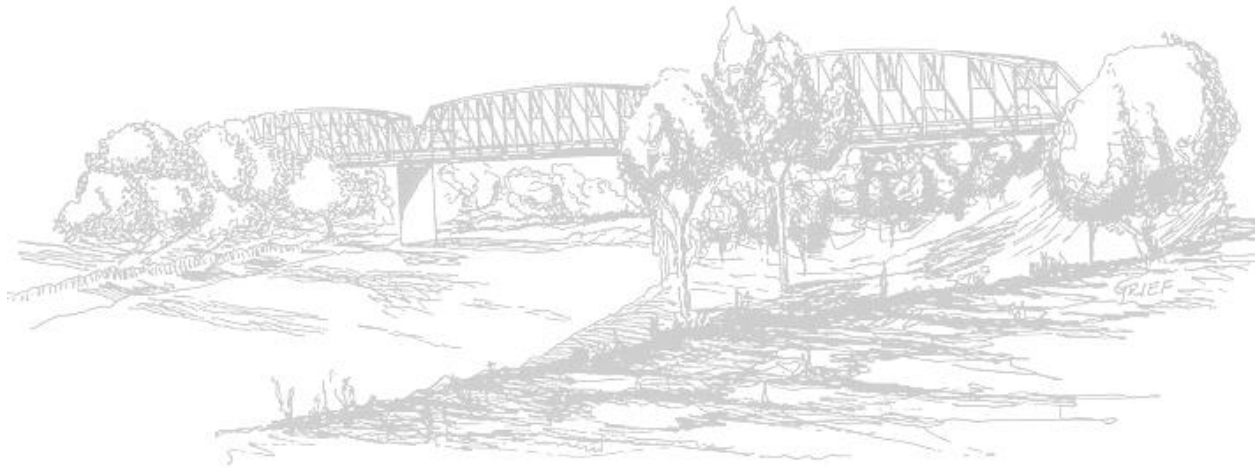
N/A

RECOMMENDATION:

Consider action to approve the second reading of Ordinance 2017-19 amending the budget for the Fiscal Year 2017 in accordance with existing statutory requirements; appropriating the various amounts herein; repealing all prior ordinances and actions in conflict herewith; and providing an effective date.

ATTACHMENTS:

- Ordinance 2017-19
- Exhibit "A"



ORDINANCE NO. 2017-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2017 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN; REPEALING ALL ORDINANCES AND ACTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Bastrop has submitted to the Mayor and City Council proposed amendment(s) to the budget of the revenues and/or expenditures/expenses of conducting the affairs of said city and providing a complete financial plan for Fiscal Year 2017; and

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

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

Section 1: That the proposed budget amendments for the Fiscal Year 2017, as submitted to the City Council by the City Manager and which budget amendments are attached hereto as Exhibit "A", are hereby adopted and approved as the amended budget of said city for Fiscal Year 2017.

Section 2: This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

Section 3: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 4: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and APPROVED on First Reading on the 25th day of July, 2017.

READ and ADOPTED on Second Reading on the 8th day of August, 2017.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David Bragg, City Attorney

Exhibit "A"
FY 2017
BUDGET AMENDMENTS
GENERAL FUND

Audited Fund Balance as of 9-30-16	3,661,166
FY 2017 Budgeted Revenues	9,947,361
FY 2017 Budgeted Appropriations	(11,093,257)
3/2017 Budget Amendments (net)	(5,950)
8/2017 Budget Amendments (net)	0
Ending Fund Balance	<u>2,509,320</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
New Revenue:				
Matching Revenues to Expenditures:				
Parks	Neutral	150,000	Transfer in - Electric Fund	101-00-00-4703
Police	Neutral	3,299	Insurance Proceeds	101-00-00-4537
	Neutral			
	Total Revenues	<u>153,299</u>		
Matching Expenditures to Revenues:				
Parks	Neutral	(150,000)	Park Equipment	101-18-19-6013
Police	Neutral	(3,299)	Maintenance to Vehicle	101-09-22-5345
New Expenditures:				
City Secretary	Increase	(14,700)	Election Services	101-04-00-5681
City Secretary	Increase	(5,000)	Equipment Rental	101-04-00-5655
Organizational	Decrease	11,000	Contingency	101-02-00-5900
City Manager	Increase	(36,000)	Professional Services	101-03-00-5505
Public Works	Decrease	32,000	Operational Salaries	101-18-10-5101
Public Works	Decrease	12,700	Group Insurance	101-18-10-5155
	Total Expenditures	<u>(153,299)</u>		
	Net Change	0		

**FY 2017
BUDGET AMENDMENTS
BP&L**

Operating Fund Balance as of 9/30/16	4,069,439
FY 2017 Budgeted Revenues	6,999,250
FY 2017 Budgeted Appropriations	(7,546,181)
8/2017 Budget Amendments (net)	<u>(150,000)</u>
Ending Fund Balance	<u><u>3,372,508</u></u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
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Matching Revenues to Expenditures:

Total Revenues 0

Matching Expenditures to Revenues:

New Expenditures:

Increase	(150,000)	Transfer Out - General Fund	404-60-00-8001
Increase			
Total Expense	<u>(150,000)</u>		
Net Change	(150,000)		

**FY 2017
BUDGET AMENDMENTS
HOTEL/MOTEL TAX FUND**

Audited Fund Balance as of 9-30-16	2,240,408
FY 2017 Budgeted Revenues	2,882,000
FY 2017 Budgeted Appropriations	(1,334,742)
11/2016 Budget Amendments (net)	(400,000)
8/2017 Budget Amendments (net)	(789,017)
Ending Fund Balance	<u>2,598,649</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
New Expenditures:				
	Increase	(574,000)	Destination Marketing Corp.	501-80-00-5576
	Increase	(215,017)	Organizational Funding	501-80-00-5540
	Total Expense	<u>(789,017)</u>		
	Net Change	(789,017)		

**FY 2017
BUDGET AMENDMENTS
MAIN STREET PROGRAM**

Audited Fund Balance 9/30/16	944
FY 2017 Budgeted Revenues	165,050
FY 2017 Budgeted Appropriations	(163,438)
8/2017 Budget Amendments (net)	<u>0</u>
Ending Fund Balance	<u><u>2,556</u></u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
Matching Revenues to Expenditures:				
	Neutral	14,000	Insurance Proceeds	503-00-00-4537
	Neutral	17,000	Program Donations	503-00-00-4504
	Total Revenue	<u>31,000</u>		
Matching Expenditures to Revenues:				
	Neutral	(14,000)	Building Maintenance	503-00-00-5345
	Neutral	(17,000)	Promotional Activities	503-00-00-5602
New Expenditures:				
New Expenditures:				
	Total Expense	<u>(31,000)</u>		
	Net Change	0		



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 9A

TITLE:

Consider action to approve the first reading of Resolution No. R-2017-58 of the City Council of the City of Bastrop, Texas approving a project, using funds provided by the Bastrop Economic Development Corporation, in an amount exceeding \$10,000 (Downtown Trail Expansion Project); and providing an effective date; and move to include on the August 22, 2017 agenda for a second reading.

STAFF REPRESENTATIVE:

Shawn Kirkpatrick, Bastrop EDC Executive Director

BACKGROUND/HISTORY:

Downtown Trail Expansion Project

Increasing the walkability of the downtown area has been suggested by numerous studies performed in Bastrop. As such, the Bastrop EDC has proposed funding a multi-modal sidewalk from Perkins Street (near Sonic) to the existing sidewalk at Eskew and Loop 150, near the Texas Department of Public Safety office.

Completion of the entire project will create 1.8-mile loop from downtown to Hwy 71 and back, increasing the connectivity for those who enjoy outdoor recreational activities in the area, including walking, running, and cycling. It will also establish an existing trail that TxDOT will tie into once work starts on the new frontage roads across the Colorado River.

The total cost of the project is estimated to be \$680,000 (FY2017 - \$180,000; FY2018 - \$250,000, FY2019 - \$250,000), which includes design, engineering, and construction of the trail along Loop 150, Hwy 71 West, Hwy 71 East, Water Street, and Main Street.

The Bastrop EDC Board of Directors approved funding the Downtown Trail Expansion Project at their Board meeting on July 17, 2017, after holding a Public Hearing on the project. Section 505.158(b) of the Local Government Code mandates that prior to the BEDC funding a project involving an expenditure of more than \$10,000, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council on two separate occasions.

RECOMMENDATION:

Consider action to approve the first reading of Resolution No. R-2017-58 approving the expenditure of BEDC funds for the Downtown Trail Expansion Project.

ATTACHMENTS:

- Draft Resolution
- Trail Map

RESOLUTION NO. R-2017-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING A PROJECT, USING FUNDS PROVIDED BY THE BASTROP ECONOMIC DEVELOPMENT CORPORATION, IN AN AMOUNT EXCEEDING \$10,000.

WHEREAS, the Board of the Bastrop Economic Development Corporation (“BEDC”) met on July 17, 2017, and took formal action to support and provide funds for various 4B projects; and,

WHEREAS, Section 505.158(b) of the Local Government Code, a/k/a the Texas Economic Development Act, mandates that prior to the BEDC funding a project involving an expenditure by the BEDC of more than \$10,000, per project, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council, on two separate occasions; and,

WHEREAS, the City of Bastrop’s Comprehensive Plan encourages subdivisions where there is residential, parks and green space, and compatible commercial development in a cohesive pattern, and the Comprehensive Plan and Parks Master Plan identify the importance of trails to recreation; and,

WHEREAS, Bastrop is a destination for tourists, and as such, trail connectivity to lodging and visitor amenities is an important component, and trail connectivity of residential and commercial centers encourages commerce; and,

WHEREAS, the Texas Local Government Code Chapter Section 505.152 authorizes the expenditure of Corporation funds for a project that the board of directors determines to be required or suitable for use for tourist and public parks purposes, including parks and park facilities, open space improvements, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section; and,

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

WHEREAS, the City has reviewed the July 17, 2017, actions of the Bastrop EDC related to the project noted herein, has considered and evaluated that project, and has found it meritorious of the Council’s approval.

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

SECTION 1. Findings and Determination

The City Council hereby finds and determines that it is in the best interest of the Corporation to fund the Downtown Trail Expansion Project in an amount not to exceed \$680,000 (FY2017 – \$180,000; FY2018 – \$250,000, FY2019 – \$250,000), for design, engineering, and construction of a trail along Loop 150, Hwy 71 West, Hwy 71 East, Water Street, and Main Street, as authorized by LGC Sections 505.152 and 505.158.

SECTION 2. Authorization of Expenditure

The City Council of the City of Bastrop, Texas, hereby authorizes the funding of the Downtown Trail Expansion Project in an amount not to exceed \$680,000, as requested by the BEDC.

SECTION 3. Open Meeting

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

SECTION 4. Two Readings Required

This Resolution is effective upon passage after having been read on at least two separate occasions.

READ and ACKNOWLEDGED on First Reading on the 8th day of August 2017.

READ and APPROVED on the Second Reading on the _____ day of _____ 2017.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

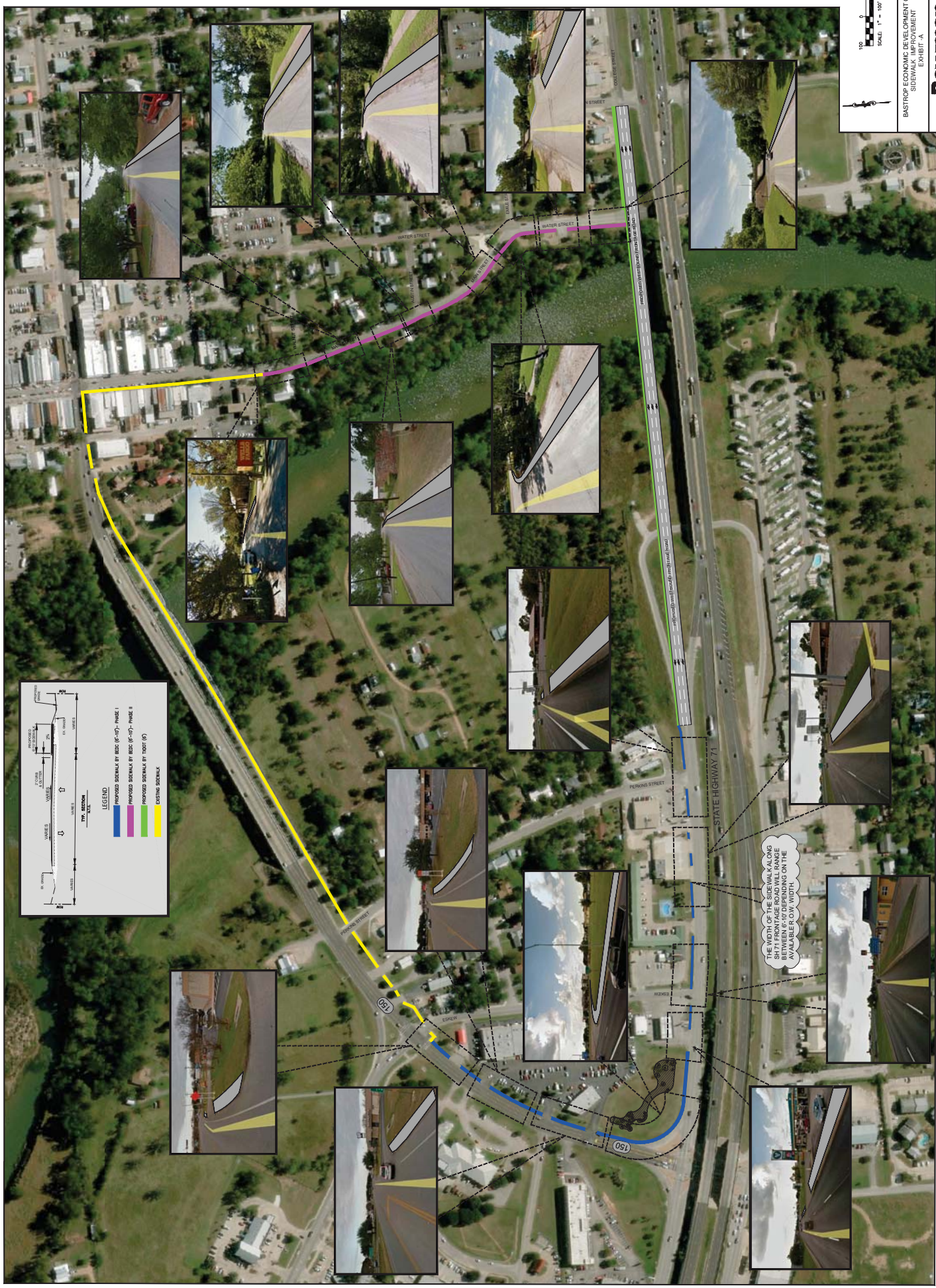
David F. Bragg, City Attorney



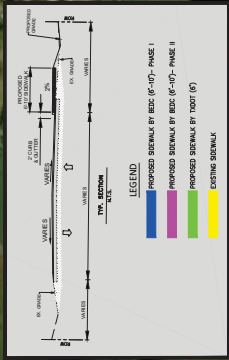
BASTROP ECONOMIC DEVELOPMENT CORP
 SIDEWALK IMPROVEMENT
 EXHIBIT A

Bowman
 1120 E. Capitol Avenue, Suite 100, Bastrop, Louisiana 70014
 Phone: (504) 331-1111 Fax: (504) 331-1111
 www.bowmaninc.com

NOTES:
 1. SIDEWALK WIDTHS SHOWN WILL VARY FROM
 10' TO 12' DEPENDING ON THE AVAILABILITY OF
 SPACE ALONG THE ROAD FRONTAGE.



THE WIDTH OF THE SIDEWALK ALONG
 SH 71 FROM FACE ROAD WILL RANGE
 FROM 10' TO 12' DEPENDING ON THE
 AVAILABLE ROAD WIDTH.



LEGEND
 PROPOSED SIDEWALK BY BIDS (6'-0\"/>



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 9B

TITLE:

Consider action to approve the first reading of Resolution No. R-2017-59 of the City Council of the City of Bastrop, Texas, authorizing a project of the Bastrop Economic Development Corporation, in an amount exceeding \$10,000 (Granite & Stone Project)); and providing an effective date; and move to include on the August 22, 2017 agenda for a second reading.

STAFF REPRESENTATIVE:

Shawn Kirkpatrick, Bastrop EDC Executive Director

BACKGROUND/HISTORY:



Granite & Stone Project

Granite & Stone, LLC, (aka Project Minerals) is an importer, wholesaler, and fabricator of granite and stone materials. They are in the process of purchasing 5.5 +/- acres in the Bastrop Business and Industrial Park to build a 50,000-square foot facility. They plan to invest approximately \$9 million in the project and hire up to 150 employees.

The Bastrop EDC Board of Directors approved entering into a Performance Agreement with Granite & Stone, LLC, at their Board meeting on July 17, 2017. Because the project creates primary jobs, a Public Hearing is not required. Section 505.158(b) of the Local Government Code mandates that prior to the BEDC funding a project involving an expenditure of more than \$10,000, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council on two separate occasions.

RECOMMENDATION:

Consider action to approve the first reading of Resolution No. R-2017-59 approving the expenditure of BEDC funds for the Granite & Stone Project.

ATTACHMENTS:

- Draft Resolution
- Project Summary
- Bastrop EDC Board Resolutions
- Performance Agreement

RESOLUTION NO. R-2017-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AUTHORIZING A PROJECT OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION, IN AN AMOUNT EXCEEDING \$10,000.

WHEREAS, the Bastrop Economic Development Corporation (“BEDC”) is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the “Act”), and acts with the approval of the governing body of the City of Bastrop, Texas; and,

WHEREAS, on July 17, 2017, the BEDC approved the terms of the negotiated contract of sale of the Land to Granite & Stone, LLC, which Land shall be used solely for developing and operating the proposed Granite & Stone, LLC, Project, as set forth and conditioned upon the terms of the Economic Development Agreement, to be finalized between Granite & Stone, LLC, and the BEDC; and,

WHEREAS, on July 17, 2017, the BEDC approved the terms of the negotiated Agreement between BEDC and Granite & Stone, LLC, and determined that the manufacturing project proposed by Granite & Stone, LLC, will create or retain primary jobs and is an authorized project pursuant to Section 501.101 of the Texas Local Government Code; and,

WHEREAS, Texas Local Government Code Section 505.158 states that a Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

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

SECTION 1. The City Council has reviewed the terms and conditions of the proposed Agreement by and between the BEDC and Granite & Stone, LLC, and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter into such Agreement.

SECTION 2. The City Council hereby authorizes the Project as set forth in the proposed Agreement by and between the BEDC and Granite & Stone, LLC.

SECTION 3. This Resolution is effective upon passage after having been read on at least two separate occasions.

READ and ACKNOWLEDGED on First Reading on the 8th day of August 2017.

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

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney

Granite & Stone, LLC

About the company

Granite & Stone, LLC, is an importer, wholesaler, and fabricator of granite and stone materials. This facility will be receiving granite and stone blocks from around the world to be fabricated into slabs. The company intends to hire up to 150 employees by year five.

Project details

Granite & Stone is purchasing approximately 5.5 acres in the northwest portion of the Bastrop Business and Industrial Park to construct a 50,000-square foot facility, at a price of \$215,622. The new facility will be home to their fabrication, stone yard, administrative offices, and retail showroom. The Company intends to invest up to \$9 million in real property, personal property, and working capital in the facility.

Deal points

Upon successful completion of the facility, Granite & Stone will receive a rebate of \$96,000. After hiring 50 employees and their first anniversary, they will receive a second rebate of \$96,000. The EDC is providing a job creation incentive in the maximum amount of \$112,500 over five years. The EDC has agreed to rebate 0.25% of the EDC sales tax collected from the company's retail sales, above the initial \$5 million. This amount has been estimated at \$86,625 over the life of the agreement. The total economic incentive package to the company is estimated at \$391,125, based on the terms of the agreement.

Community benefits

By their fifth year in Bastrop, Granite & Stone will have 150 employees with a five year average wage of \$19.47/hour, which includes burden and benefits. A portion of the company's sales will generate local sales and use tax; by year five the company expects to generate \$20 million in local taxable sales. The company expects to add \$9 million to the tax rolls. The 10-year net benefits are estimated at \$3.3 million for the City and \$5.5 million for all taxing entities.

RESOLUTION NO. R-2017-0010

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH GRANITE & STONE, LLC; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the "Act"), and is acting with the approval of the governing body of the City of Bastrop, Texas (the "City"); and,

WHEREAS, the BEDC Board has provided the BEDC staff with full authority to take reasonable and necessary actions to incentivize economic development in the BEDC's Business and Industrial Park; and,

WHEREAS, after careful evaluation and consideration by the Board, it has determined that a manufacturing project proposed by Granite & Stone, LLC, ("Project") will create or retain primary jobs and is hereby determined by the BEDC Board to be an authorized project pursuant to Section 501.101 of the Texas Local Government Code; and,

WHEREAS, the Board has reviewed the terms and conditions of the proposed Economic Development Performance Agreement ("Agreement") by and between the BEDC and Granite & Stone, LLC, and determined that it fully complies with the statutory requirements that govern the BEDC and is in the best interest of the BEDC to enter into such Agreement.


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. On this date, the 17th day of July 2017, the BEDC approved the terms of the negotiated Agreement between BEDC and Granite & Stone, LLC, attached hereto as Exhibit "A."

SECTION 2. The Board authorizes Chair Camilo Chavez and/or Executive Director Shawn Kirkpatrick to take all necessary actions including the execution of all necessary and related documentation to finalize the Agreement.

SECTION 3. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 17th day of July 2017.

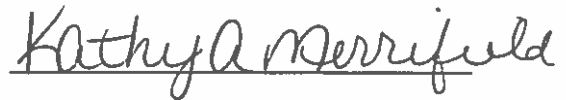

Camilo Chavez, Board Chair

STATE OF TEXAS COUNTY OF BASTROP

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This instrument was attested before me on the 17th day of July, 2017, by Camilo Chavez, Bastrop County, Texas, on behalf of the Board of Directors of the Bastrop Economic Development Corporation, of Bastrop, Texas.




Notary Public, State of Texas

RESOLUTION NO. R-2017-0011

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS OF A SALES/PURCHASE CONTRACT FOR THE SALE OF A TRACT OF LAND LOCATED IN THE BASTROP BUSINESS & INDUSTRIAL PARK; SOLD BY THE CORPORATION TO GRANITE & STONE, LLC, CONTINGENT ON EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE PARTIES; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bastrop Economic Development Corporation ("BEDC") is a public instrumentality and non-profit industrial development corporation duly established and operating under Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the "Act"), and is acting with the approval of the governing body of the City of Bastrop, Texas (the "City"); and,

WHEREAS, the BEDC Board has provided the BEDC staff with full authority to take reasonable and necessary actions to incentivize economic development in the BEDC's Business and Industrial Park, including, when appropriate, by offering the incentivized or other sale of real property located therein to qualifying prospective entities; and,

WHEREAS, after careful evaluation and consideration by the Board, it has determined that a project proposed by Granite & Stone, LLC, ("Project"), has qualified for such incentivized sale, specifically under the terms and conditions of an Economic Development Agreement by and between the BEDC and Granite & Stone, LLC, which was/will be finally executed by the Parties on _____, 2017 ("Agreement"); and,

WHEREAS, the proposed manufacturing project will create or retain primary jobs and is hereby determined by the BEDC Board to be an authorized project pursuant to Section 501.101 of the Texas Local Government Code; and,

WHEREAS, pursuant to the terms of the Agreement, the BEDC has approved incentivizing the proposed Granite & Stone, LLC, Project by conveying approximately 5.5 acres of land located in the Business and Industrial Park ("Land") to Granite & Stone, LLC, at a cost of \$215,622.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BASTROP ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. On this date, the 17th day of July 2017, the BEDC approved the terms of the negotiated contract of sale of the Land to Granite & Stone, LLC, which Land shall be used solely for developing and operating the proposed Granite & Stone, LLC, Project, as set forth and conditioned upon the terms of the Economic Development Agreement, to be finalized between Granite & Stone, LLC, and the BEDC. The contract, and related documentation related to the sale of the Land, are attached hereto as Exhibit "A."

SECTION 2. The Board authorizes Chair Camilo Chavez and/or Executive Director Shawn Kirkpatrick to take all necessary actions including the execution of all necessary contracts and related documentation to finalize the conveyance of the Land to Granite & Stone, LLC, for the Project, pursuant to the terms of the Agreement, and strictly contingent upon Granite & Stone, LLC's final execution of the Agreement of the terms approved by the BEDC.

SECTION 3. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Bastrop Economic Development Corporation, this 17th day of July 2017.

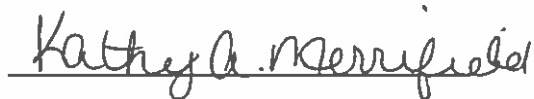


Camilo Chavez, Board Chair

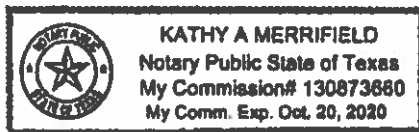
STATE OF TEXAS COUNTY OF BASTROP

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This instrument was attested before me on the 17th day of July, 2017, by Camilo Chavez, Bastrop County, Texas, on behalf of the Board of Directors of the Bastrop Economic Development Corporation, of Bastrop, Texas.



Notary Public, State of Texas



ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

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

RECITALS

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

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

WHEREAS, Company desires to construct a Facility to locate and expand its manufacturing, distribution, wholesale and retail sales operations in Bastrop, Texas; and

WHEREAS, the location of the Company, as proposed, will contribute to the economic development of the City of Bastrop by creating new jobs and increased employment, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Bastrop, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the Corporation desires to offer an incentive to Company to enable Company to locate and expand its operations pursuant to this Agreement in substantial conformity with the Act; and

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

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

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

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

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

ARTICLE I RECITALS

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

ARTICLE II AUTHORITY AND TERM

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

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

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

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

ARTICLE III DEFINITIONS

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

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

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

“Year” - Performance and incentive calculations based upon years as used in this Agreement shall be calculated with the year zero beginning on the date the Company receives a Certificate of Occupancy for the Facility and ending twelve (12) months from that date; and continuing thereafter as year one, year two, etc., of the Agreement.

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

“Corporate Headquarters” means buildings proposed for construction or occupancy as the principal office, for a business enterprise’s administrative and management services.

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

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

“Expiration Date” shall mean the earlier of:

1. The fifth anniversary of the date upon which the Company received a certificate of occupancy; or
2. The date of termination, provided for under Article VII of this Agreement.

“Facility” shall mean the approximate 50,000 square foot facility to be constructed at Bastrop Business and Industrial Park, Technology Drive, Bastrop, Texas 78602, Phase, Lot 1-A, Block D, the southern 5.5 +/- acres of a 10.52-acre tract, where Company’s Corporate Headquarters and manufacturing and distribution operations shall occur, and shall represent a

minimum TWO MILLION SEVEN HUNDRED THOUSAND DOLLAR AND NO CENT (\$2,700,000.00) capital investment.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

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

“Inventory” shall mean the imported granite blocks the Company utilizes to manufacture and distribute finished products for commercial and residential construction projects that are produced at the Facility.

“Job Creation Incentive” means that sum paid in arrears to the Company as an incentive for the creation and retention of full time equivalent jobs.

“Project” shall mean the construction and location of Company’s Corporate Headquarters and manufacturing operations to the Facility.

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

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

“Tangible Personal Property” shall mean tangible personal property, equipment, machinery, fixtures and inventory owned or leased by Company that is added to the Project subsequent to the execution of this Agreement and is accounted on the tax rolls by the Central Appraisal District.

ARTICLE IV CORPORATION OBLIGATION

1. Capital Investment.

(a) Pursuant to the terms of the Earnest Money Contract attached hereto as Exhibit “A”, Corporation shall sell to Company a tract of Land within the Bastrop Business and Industrial Park valued at TWO HUNDRED FIFTEEN THOUSAND SIX HUNDRED TWENTY-TWO DOLLARS AND NO CENTS (\$215,622.00) and more specifically described in the Escrow Money Agreement.

(b) Corporation shall rebate NINETY-SIX THOUSAND DOLLARS AND NO CENTS (\$96,000.00) to Company upon the Company's receipt of a Certificate of Occupancy from the City of Bastrop for the Facility, representing a minimum TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO CENT (\$2,700,000.00) capital investment.

(c) Corporation shall rebate NINETY-SIX THOUSAND DOLLARS AND NO CENTS (\$96,000.00) to Company on the first anniversary of the date the Company received a Certificate of Occupancy from the City of Bastrop for the Facility, provided that the Company has by that time created FIFTY (50) FTE's and ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) of inventory.

2. Job Creation Incentive

(a) Corporation shall pay to Company as a Job Creation Incentive an amount not to exceed EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$18,750.00) on the second anniversary of the date the Company received a Certificate of Occupancy from the City of Bastrop for the Facility if Company has met the Performance Obligations of Company set forth in Article V.

(b) Corporation shall pay to Company as a Job Creation Incentive an amount not to exceed TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$25,000.00) on the third anniversary of the date the Company received a Certificate of Occupancy from the City of Bastrop for the Facility if Company has met the Performance Obligations of Company set forth in Article V.

(c) Corporation shall pay to Company as a Job Creation Incentive an amount not to exceed THIRTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$31,250.00) on the fourth anniversary of the date the Company received a Certificate of Occupancy from the City of Bastrop for the Facility if Company has met the Performance Obligations of Company set forth in Article V.

(d) Corporation shall pay to Company as a Job Creation Incentive an amount not to exceed THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$37,500.00) on the fifth anniversary of the date the Company received a Certificate of Occupancy from the City of Bastrop for the Facility if Company has met the Performance Obligations of Company set forth in Article V.

3. Sales Tax Rebate

Corporation shall rebate .25% of all EDC sales tax collected on sales of inventory exceeding FIVE MILLION DOLLARS (\$5,000,000.00) for each year of the Agreement.

4. Confidentiality. The Corporation agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, Corporation will not disclose the information unless required to do so by the Attorney General of Texas.

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

ARTICLE V PERFORMANCE OBLIGATIONS OF COMPANY

The obligation of the Corporation to pay funds in the form of a Capital Investment Rebate or Job Creation Incentive shall be conditioned upon Company's continued compliance with and satisfaction of each of the performance obligations set forth in this Agreement.

1. Commencing Operations.

(a) Within 90 days of the effective date of the Agreement Company must: (i) secure all necessary financing to purchase the Land and complete construction of the Facility; and (ii) close on the purchase of the Land in accordance with the terms of the Earnest Money Contract. In the event Company fails to timely complete either Obligation (a)(i) or (a)(ii) herein this Agreement shall immediately be void and the Corporation shall have no obligation to perform under this Agreement.

(b) Company must obtain a Certificate of Occupancy for its Corporate Headquarters and manufacturing operations at the Facility on or before the last day of the 18th month of this Agreement and maintain said operations throughout the term of this Agreement. The Facility shall represent a minimum TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO CENT (\$2,700,000.00) capital investment.

2. Job Creation. Company must create and maintain the Full-time Employees and average wage benchmarks according to the following schedule:

(a) A minimum of FIFTY (50) Full-time Employees for the year ending on the first anniversary of the date the Company received a Certificate of Occupancy.

(b) A minimum of FIFTY (50) Full-time Employees for the year ending on the second anniversary of the date the Company received a Certificate of Occupancy with an average hourly wage of not less than SIXTEEN DOLLARS AND FIFTY CENTS (\$16.50) per hour and an average annual wage of not less than THIRTY-FOUR THOUSAND THREE HUNDRED TWENTY DOLLARS AND NO CENTS (\$34,320.00) inclusive of burden and benefit.

(c) A minimum of SEVENTY-FIVE (75) Full-time Employees for the year ending on the third anniversary of the date the Company received a Certificate of Occupancy with an average hourly wage of not less than SEVENTEEN DOLLARS AND FIFTY CENTS (\$17.50) per hour and an average annual wage of not less than THIRTY-SIX THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$36,400.00) inclusive of burden and benefit.

- (d) A minimum of ONE HUNDRED (100) Full-time Employees for the year ending on the fourth anniversary of the date the Company received a Certificate of Occupancy with an average hourly wage of not less than EIGHTEEN DOLLARS AND FIFTY CENTS (\$18.50) per hour and an average annual wage of not less than THIRTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND NO CENTS (\$38,480.00) inclusive of burden and benefit.
- (e) A minimum of ONE HUNDRED (100) Full-time Employees for the year ending on the fifth anniversary of the date the Company received a Certificate of Occupancy with an average hourly wage of not less than NINETEEN DOLLARS AND FIFTY CENTS (\$19.50) per hour and an average annual wage of not less than FORTY THOUSAND FIVE HUNDRED SIXTY DOLLARS AND NO CENTS (\$40,560.00) inclusive of burden and benefit.

3. Real Property Creation. Commencing upon the receipt of a certificate of occupancy and continuing throughout the term of the Agreement, Company must maintain a minimum real property value of TWO MILLION SEVEN HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,700,000.00). Corporation will accept financing documentation or construction contract documentation as evidence of the capital investment and real property value.

4. Inventories. Company must create inventory with a minimum taxable value in conformance with the following schedule.

- (a) During the year ending on the date of the first anniversary the Company received a certificate of occupancy for the Facility, the Company must have created inventory with a minimum taxable value of ONE MILLION DOLLARS AND NO CENTS (\$1,000,000.00) as identified on the Bastrop County tax roll.
- (b) During the year ending on the date of the second anniversary the Company received a certificate of occupancy for the Facility, the Company must have created inventory with a minimum taxable value of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,500,000.00) as identified on the Bastrop County tax roll.
- (c) During the year ending on the date of the third anniversary the Company received a certificate of occupancy for the Facility, the Company must have created inventory with a minimum taxable value of TWO MILLION DOLLARS AND NO CENTS (\$2,000,000.00) as identified on the Bastrop County tax roll.
- (d) During the year ending on the date of the fourth anniversary the Company received a certificate of occupancy for the Facility, the Company must have created inventory with a minimum taxable value of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,500,000.00) as identified on the Bastrop County tax roll.
- (f) During the year ending on the date of the fifth anniversary the Company received a certificate of occupancy for the Facility, the Company must have created inventory with a minimum taxable value of TWO MILLION FIVE HUNDRED

THOUSAND DOLLARS AND NO CENTS (\$2,500,000.00) as identified on the Bastrop County tax roll.

5. Annual Report. The Company shall submit an Annual Certification Report (an “Annual Report”) for the preceding Year to the Executive Director of the Corporation each year not later than the 15th day of the second month following the end of the Year. The Annual Report should substantially conform to the Annual Report Form attached as Exhibit “B” to this Agreement. The first Annual Report will be due on the 15th day of the second month following the first anniversary of the date the Company received a certificate of occupancy.

6. Payment of Legal Fees. Company commits to reimburse the Corporation for the necessary legal fees in the preparation of any amendment to this Agreement requested by Company. Timely payment shall be made within 60 days of submittal of invoice to Company by the Corporation or its assigns. Each Party shall bear its own legal fees in connection with the negotiation of this Agreement.

7. Extension beyond Term. In recognition of the fact that the verification of Company’s compliance hereunder is, by necessity, verified in the calendar year following the Company’s obligations herein, the Expiration Date of this Agreement will be extended until any and all verification of Performance Obligations and covenants have been satisfied. The Parties hereto agree that the Corporation’s right to the Recapture Amount shall survive the Expiration Date of this Agreement.

ARTICLE VI COVENANTS AND DUTIES

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

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

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

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

(d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Company has acquired and maintained all necessary rights,

licenses, permits, and authority to carry on its business in the City of Bastrop and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.

(e) Company shall timely and fully comply with all of the terms and conditions of this Agreement.

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

(g) Company shall be responsible for paying, or causing to be paid, to the City of Bastrop and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project. Company agrees to develop the Project in accordance with the ordinances, rules, and regulations of the City of Bastrop in effect on the date the Project was designated, unless specified otherwise in this Agreement. Company, in its sole discretion, may choose to comply with any or all City of Bastrop rules promulgated after the Effective Date of this Agreement.

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

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

(j) During the term of this Agreement, Company agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Company shall be in Default (subject to the remedies in Article V above). Company is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Company enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.

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

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

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

2. Corporation's Covenants and Duties.

(a) Corporation agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Corporation.

3. Compliance and Default. Failure by Company to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the Corporation the right to terminate this Agreement and collect the Recapture Amount, as determined by the Board of Directors of the Corporation.

ARTICLE VII TERMINATION

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

- (a) The written agreement of the Parties;
- (b) The Agreement's Expiration Date;
- (c) Default by Company (at the option of the Corporation).

ARTICLE VIII DEFAULT

1. Company Events of Default

- (a) Failure of Company to perform any term, covenant or agreement contained in this Agreement, or in any related document(s); or
- (b) Corporation determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to Corporation in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or
- (c) Any judgment is assessed against Company or any attachment or other levy against the property of Company with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days; or
- (d) Company makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Company or any substantial part of its property, commences any action relating to Company under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Company any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Company by any act indicates its consent to or approval of any trustee of Company or any substantial part of its

property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or

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

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

2. Corporation Events of Default

(a) Corporation materially fails to fulfill an obligation set forth within the terms and conditions of the Agreement.

3. Remedies for Default

(a) Company's sole remedy under this Agreement is specific performance for Corporation's Default of its obligation under Section IV of this Agreement.

(b) In the event of Default by the Company, the Corporation shall, as its sole and exclusive remedy for Default hereunder, have the right to terminate this Agreement and to recapture one hundred percent (100%) of the Capital Investment Rebate and Job Creation Incentive (the "Recapture Amount") if the Default occurs on or prior to the termination date. The Recaptured Amount shall be paid by the Company within one hundred twenty (120) days after the date Company is notified by the Corporation of such Default (the "Payment Date"). In the event the Recaptured Amount is not repaid by the applicable Payment Date, the unpaid portion thereof shall accrue interest at the rate of two percent (2.00%) per annum from the Effective Date until paid in full.

4. Limitation on Use of Funds in the Event of Default

(a) Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against the City of Bastrop or the Corporation.

**ARTICLE IX
MISCELLANEOUS**

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director of the Corporation shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the Corporation, on behalf of the Parties related thereto. Notwithstanding any other provision of this Agreement to the contrary, performance of either Party under this Agreement is specifically contingent on Company obtaining a Certificate of Occupancy from the City of Bastrop at the Facility under the terms of this Agreement.

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

3. Representations and Warranties. The Corporation represents and warrants to Company that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Company represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement.

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

5. Independent Contractors.

(a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Company at no time will be acting as an agent of the Corporation and that all consultants or contractors engaged by Company respectively will be independent contractors of Company; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the Corporation will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Company respectively under this Agreement, unless any such claims are due to the fault of the Corporation.

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

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

6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

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

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

If to the Company: Granite & Stone, LLC.
Attention: David J. Alarid
8004 Two Coves Drive
Austin, TX 78730

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

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

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

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

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

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

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

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

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

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

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

17. Indemnification.

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

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

19. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Company, the Company shall not be liable or responsible for, and there shall be

excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.

DRAFT

[SIGNATURE PAGE FOLLOWS]

Executed on this _____ day of _____, 20____.

COMPANY

Granite & Stone, LLC, a Texas corporation

By: _____

Name: David J. Alarid

Title: President

STATE OF TEXAS X
COUNTY OF _____ X

This information was acknowledged before me on this _____ day of _____, _____,
by _____ for _____, a Texas corporation, on behalf of
said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

Executed on this _____ day of _____, 20____.

BASTROP ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: _____

Title: _____

STATE OF TEXAS X
COUNTY OF BASTROP X

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

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

APPROVED AS TO FORM:

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

Performance Agreement
Exhibit A

EARNEST MONEY CONTRACT

[SEE ATTACHED]

DRAFT

Seller expressly reserves for itself all oil, gas and other non-surface mineral rights and interests, provided that such reservation shall provide for the protection of the surface and waiving the right of ingress and egress for exploration and development or for any other purpose that would interfere with the use and enjoyment of the surface estate by or on behalf of Grantor, but not otherwise. The Special Warranty Deed shall restrict against using the Property for any purpose not allowed by the Bastrop EDC's Sixth Amended Protective Covenants for the Bastrop Business and Industrial Park or any sexually oriented business. Additionally, the Special Warranty shall provide covenants and conditions requiring Buyer to open and operate the "facility" as required in the Performance Agreement.

4. Purchase Price.

4.1. The Cash Payment. At Closing, Buyer shall pay to Seller as consideration TWO HUNDRED FIFTEEN THOUSAND SIX HUNDRED TWENTY-TWO DOLLARS AND NO CENTS (\$215,622.00), less the credited Earnest Money as provided in the section immediately below.

(a) The purchase price shall not be adjusted based on the latest survey obtained.

4.2. The Right of First Refusal. At Closing, Buyer shall provide to Seller as additional consideration a fully executed "Right of First Refusal" in substantially the same form as EXHIBIT "A".

4.3. The Commitment Letter. Whereas the sale of the Property constitutes an incentive Seller is providing to Buyer in reliance on Buyer's commitment to satisfactorily complete its obligations under the terms of the Performance Agreement, including, but not limited to, Buyer's obligation to timely receive a Certificate of Occupancy from the City of Bastrop for the Facility described in the Performance Agreement, Seller and Buyer agree that an essential part of the consideration for this transaction is Buyer's performance of its obligations under the Performance Agreement. In order to close on this transaction, Buyer shall provide to Corporation a Commitment Letter issued by a lending institution authorized to make commercial construction loans in Texas. The letter must commit the lending institution to provide financing for the construction of the Facility in an amount of at least \$2.7 million. The Commitment Letter shall be in such form that meets the reasonable satisfaction of Seller.

5. Earnest Money. Within five (5) days after the Effective Date of this Contract, Buyer will deposit in cash the sum of FIVE THOUSAND DOLLARS and NO CENTS (\$5,000.00) as an earnest money deposit and a fully executed original of the Contract with Independence Title, 301 Hwy 71 W, Suite 106, Bastrop, TX 78602, (the "Escrow Agent"), the deposit being hereafter referred to as (the "Earnest Money"). The parties hereto hereby agree that pending the Closing hereunder or the termination of this Contract, the Earnest Money, if deposited in cash, shall be deposited in an interest-bearing account in the full amount of the Earnest Money. The full amount of the Earnest Money, and any accumulated interest, shall be applied by the Title Company as a credit to the Purchase Price.

Initials ___ Seller ___ Buyer

condition on the Property or that unreasonably disturbs, interrupts, or interferes with any persons, including, without limitation, tenants or other occupants of the Property, or their employees, customers or invitees. Buyer shall give Seller written notice not less than two (2) business days prior to conducting any test or inspection that physically affects the Property such as soil borings, if any. Buyer shall not perform any test or inspection which will permanently alter or damage the Property, and at the end of the Feasibility Period, Buyer shall at Buyer's sole cost and expense, restore and replace any part of the Property altered or damaged as a result of the Property Inspection. Buyer shall timely pay all fees charged by Buyer's experts and shall not permit any claims to be made against Seller or permit any liens to be created against the Property by Buyer's experts.

- (c) Waiver; Allocation of Risk; Indemnity. The entry upon the Property by Buyer, Buyer's personnel and Buyer's experts shall be at their respective risks. SELLER SHALL NOT BE LIABLE TO BUYER, OR ANY OF BUYER'S PERSONNEL OR BUYER'S EXPERTS FOR, AND BUYER AGREES TO RELEASE, INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM, ANY CLAIMS BY ANY PERSON FOR INJURY, DAMAGES OR LOSS TO PERSONAL PROPERTY RESULTING FROM, INCIDENTAL TO, OR ARISING OUT OF THE CONDUCT OF THE PROPERTY INSPECTION OR THE ENTRY UPON THE PROPERTY BY BUYER, BUYER'S PERSONNEL AND BUYER'S EXPERTS, AND FROM ALL OUT-OF-POCKET COSTS INCURRED BY SELLER TO DEFEND AGAINST ANY SUCH CLAIMS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES, EVEN IF THE NEGLIGENCE OR STRICT LIABILITY OF SELLER IS ALLEGED OR PROVED TO BE A CAUSE THEREOF; PROVIDED HOWEVER, THIS INDEMNITY SHALL NOT APPLY IF AND TO THE EXTENT THAT SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IS A CAUSE THEREOF. This indemnification by Buyer shall survive the Closing or the termination of this Contract as applicable. All non-public information provided by Seller to Buyer or obtained by Buyer relating to the Property in the course of Buyer's review, including, without limitation, any environmental assessment or audit, shall be treated as confidential information by Buyer and Buyer shall instruct all of its employees, agents, representatives and contractors as to the confidentiality of all such information.

7.2.2. Property Information.

- (a) Information. Seller acknowledges and agrees that the Inspection Items are the proprietary information belonging to Buyer.
- (b) Confidentiality. Prior to Closing, or if Closing shall not occur, then for five (5) years after the Effective Date, Buyer shall not disclose, without the prior written consent of the Seller, which consent shall not be unreasonably withheld,

delayed or conditioned, any of the Inspection Items or the information that is the product of the Property Inspection (collectively the "Property Information") to any person other than (i) Buyer's personnel, (ii) Buyer's experts, attorneys, accountants, consultants, lenders and equity investors (who in each case shall also be advised in writing of this confidentiality covenant), (iii) any governmental agency to which Buyer has an obligation to disclose such Property Information or if any governmental agency requires or requests disclosure of such Property Information, provided Buyer provides to Seller written notice prior to such disclosure, and (iv) other persons who Buyer reasonably believes needs to know such information for one or more of the purposes stated in this Contract, and who, in each case, shall be informed by Buyer about the confidential nature of the Property Information. Buyer shall not be responsible for the disclosure of any of the Property Information by any person described above who has been informed by Buyer about the confidential nature of the Property Information.

(c) **Delivery of Inspection Items.** In the event this Contract does not close for any reason, then, on or before ten (10) business days after the termination of this Contract, Buyer shall deliver to Seller copies of the Inspection Items in the possession of or under the control of any of Buyer's personnel or Buyer's experts and a copy of any Phase I or other environmental study secured by Buyer. The return of all Inspection Items in the possession of Buyer and a copy of any new environmental study to Seller shall be a condition of the return of the Earnest Money to Buyer upon the termination of this Contract.

7.2.3. Survival. The covenants of Buyer regarding confidentiality and nondisclosure shall survive Closing or the earlier termination of this Contract, except in the event of the acquisition at Closing of the Property by Buyer as contemplated herein.

7.3. Future Operations. From the date of this Contract until the Closing or earlier termination of this Contract, Seller will:

- (a) Promptly advise Buyer of any litigation, arbitration or administrative hearing concerning the Property arising or threatened to which Seller has notice and any breach of any representation or warranty of Seller;
- (b) Not transfer or encumber or permit any lien to be placed against all or a portion of the Property; and
- (c) Not enter into or acquiesce in the filing of any easement, license, plat or zoning change affecting the Property.

8. Feasibility Period.

Initials ___ Seller ___ Buyer

- (d) Buyer's attorneys' fees;
- (e) One-half of the escrow fee, if any; and
- (f) The Survey deletion fee or other specific endorsement fee for Title Insurance purposes.

12. **Proration.** All real estate taxes and other assessments for the year of Closing shall be prorated as of the date of Closing. If Closing shall occur before the tax rate is fixed for the then current year, proration of the taxes shall be upon the basis of the tax rate for the preceding year and the same shall be adjusted when the rate for the current year is fixed. Buyer shall be responsible for paying any subsequent assessments for prior years due to change in land usage.

13. **Casualty; Condemnation.**

13.1. **Casualty.** The risk of loss or damage to the Property by any casualty (a "Casualty") shall, until Closing, be borne by Buyer as leaseholder.

13.2. **Condemnation.** In the event any part of the Property is condemned before Closing (a "Condemnation"), Buyer shall have the option of notifying Seller in writing after learning of such Condemnation action of its desire to terminate this Contract, in which event Buyer shall receive a return of all of its Earnest Money, less \$250.00 out of such Earnest Money to be paid to Seller as independent option consideration. If (i) the Contract is not terminated pursuant to the preceding sentence, and (ii) the Condemnation occurs prior to Buyer's purchase of the Property, then in either of such events, the Purchase Price of the Property shall not be affected, it being agreed that if the award is paid prior to Closing of this transaction, such amount shall be held in escrow and delivered to Buyer at the Closing; and if the award has not been paid before the Closing, that, at the Closing, Seller shall assign to Buyer all of its right, title and interest with respect to such award and shall further execute any other instruments requested by Buyer to assure that such award is paid to Buyer. If Buyer elects to purchase the Property, it shall have the right to contest the Condemnation of the Property and/or the award resulting therefrom in conjunction with Seller.

14. **Assignment.** Buyer shall not have any right to assign this Contract without the prior written consent of Seller.

15. **Disclosures.**

15.1. **Disclaimer regarding Representations and Warranties of Seller.** BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF PROPERTIES SIMILAR TO THE PROPERTY AND THAT BUYER PRIOR TO THE CLOSING DATE HAS INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS QUALIFIED TO MAKE SUCH INSPECTION. BUYER ACKNOWLEDGES THAT IT IS FULLY RELYING ON BUYER'S (OR BUYER'S REPRESENTATIVES')

Initials ___ Seller ___ Buyer

EXECUTED to be effective as of the Effective Date provided herein.

**SELLER: BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

By: _____

Name: _____

Title: _____

BUYER: GRANITE & STONE, LLC.

By: _____

David J. Alarid, President

[TITLE COMPANY SIGNATURES ON NEXT PAGE]

Initials ___ Seller

___ Buyer

Receipt of this Earnest Money Contract is acknowledged this ____ day of July, 2017.

TITLE COMPANY

INDEPENDENCE TITLE

301 Hwy 71 W, Suite 106, Bastrop, TX 78602

By: _____
Printed Name: _____
Title: _____

Receipt of Earnest Money in the amount of \$5,000.00 is hereby acknowledged this ____ day of July, 2017.

TITLE COMPANY

By: _____
Printed Name: _____
Title: _____

NOTICE TO TITLE COMPANY. Upon receipt, please deliver dated and executed copies of this Earnest Money Contract to:

Attorney for City of Laredo:
Habib H. Erkan Jr.
Denton, Navarro, Rocha & Bernal, P.C.
2517 North Main
San Antonio, Texas 78212
Phone: (210) 227-3243
Fax: (210) 227-3243

Seller's Attorney

Initials ____ Seller ____ Buyer

**EXHIBIT "A" TO EARNEST MONEY CONTRACT
RIGHT OF FIRST REFUSAL**

DRAFT

Initials ___ Seller

___ Buyer

STATE OF TEXAS

§

COUNTY OF BASTROP

§

§

Right of First Refusal Agreement

DATE: JULY __, 2017

GRANTOR: GRANITE & STONE, LLC.

GRANTOR’S MAILING ADDRESS: 8004 Two Coves Drive Austin, Travis County, Texas, 78730

GRANTEE: BASTROP ECONOMIC DEVELOPMENT CORPORATION

GRANTEE’S MAILING ADDRESS: 301 Highway 71 W, Suite 214 Bastrop, Bastrop County, Texas 78602

CONSIDERATION: Ten Dollars, and other good and valuable consideration in hand paid, the Receipt, Sufficiency and Fairness of which consideration is hereby Acknowledged and Confessed.

PROPERTY (INCLUDING ANY IMPROVEMENTS): A tract of land comprised of 5.5 acres, more or less, being {TO BE DESCRIBED WHEN REPLAT IS RECORDED AND DESCRIPTION ADDED TO THIS AGREEMENT BEFORE CLOSING} of the Bastrop Business and Industrial Park, Bastrop County, Texas, as per Plat recorded in _____, Bastrop County Plat Records, as more particularly described in **Exhibit “A”**.

A. GRANT

A.1. Grantor grants to Grantee a right of first offer to acquire the Property, said Grant being effective for seventy-two (72) months after the Effective Date (the “Term”).

A.2. During the Term, if Grantor receives an offer for the sale or other transfer of the Property or any portion thereof or interest therein for any form of consideration that Grantor wishes to accept, Grantor agrees to notify Grantee in writing before accepting the offer. The notice will state the identity of the proposed transferee and the complete terms of the proposed transfer. If the proposed consideration for the transfer is other than cash, the notice will also state the cash equivalent reasonably determined by the Grantor for the noncash consideration.

A.3. Grantee will have the right to purchase the Property on the terms set forth in Grantor’s notice by giving written notice to Grantor within thirty-days following the receipt of Grantor’s notice. If Grantee affirmatively exercises such right, the Property will be transferred to Grantee, and Grantee will pay to Grantor the consideration on the terms set forth in the notice from Grantor.

Initials ___ Seller ___ Buyer

A.4. If Grantee does not affirmatively exercise its right within the thirty-day period, Grantor may transfer the Property to the party and on the terms described in Grantor's notice to Grantee within the 120-day period following the expiration of the thirty-day period. If a transfer is not consummated within the 120-day period, Grantor may not transfer the Property without again complying with the provisions of this Agreement. If Grantor wishes to effect a transfer on terms that are less favorable to Grantor than those described in Grantor's notice, Grantor must repeat the process set forth in this Agreement by giving a new notice to Grantee setting forth the new terms. If Grantor timely consummates a transfer, this Agreement will automatically terminate when the Property is conveyed to the party named in Grantor's notice to Grantee.

A.5. If an offer received by Grantor calls for delivery of a promissory note or other deferred payment obligation, the promissory note or other deferred payment obligation of Grantee will be deemed equivalent to those offered.

A.6. If any offer provides for noncash consideration, Grantee disputes Grantor's determination of the value of the noncash consideration set forth in Grantor's notice, and Grantor and Grantee cannot resolve the dispute within five (5) business days after Grantee gives notice of the dispute to Grantor, the matter will be submitted to binding arbitration in Bastrop, Texas, under the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator, and the determination of such arbitrator shall be binding on both parties. The thirty-day period for exercise of Grantee's rights will be tolled during the period the arbitration proceeding is pending.

A.7. The rights granted in this Agreement expire at the end of the Term.

B. Transfers by Gift, Devise, Descent, or Otherwise without Consideration

If the Property is transferred by gift, devise, descent, or another transaction that does not involve the payment of consideration in any form, the provisions of this Agreement will be fully binding on the person acquiring title to the Property in that transaction.

C. Recordation

Grantee may record this Agreement or a memorandum of this Agreement in the real property records of Bastrop County, Texas. Grantee will, on request, execute and record a release of this Agreement following its expiration or termination.

D. Assignment

Grantee may not assign its rights under this Agreement.

E. Notices

Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited in the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Notice may

Initials ___ Seller ___ Buyer

**EXHIBIT "A" TO RIGHT OF FIRST REFUSAL
LEGAL DESCRIPTION OF THE PROPERTY**

{INSERT REPLAT WHEN RECORDED}

DRAFT

**EXHIBIT "B" TO EARNEST MONEY CONTRACT
INSPECTION ITEMS**

DRAFT

Initials ___ Seller

___ Buyer

Seller's Records

To the extent that Seller has possession or control of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph 7.1.:

Governmental

- Governmental licenses, certificates, permits, and approvals
- Tax statements for the current year and the last three years
- Notices of appraised value for the current year and the last three years
- Records of any tax exemption, special use, or other valuation or exemption applicable to the Property
- Records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

- Soil reports
- Environmental reports and other information regarding the environmental condition of the Property
- Water rights
- Engineering reports
- Prior surveys
- Site plans

Licenses, Agreements, and Encumbrances

All licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located.

EXHIBIT "C"
TO EARNEST MONEY CONTRACT
SPECIAL WARRANTY DEED

DRAFT

Initials ___ Seller

___ Buyer

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

The remainder of this page intentionally blank. Signature page to follow.

Initials ___ Seller ___ Buyer

PREPARED IN THE LAW OFFICE OF:

Denton, Navarro, Rocha, Bernal, Hyde & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212

**AFTER RECORDING
RETURN TO:**

Granite & Stone, LLC
8004 Two Coves Drive
Austin, Texas, 78730

DRAFT

Initials ___ Seller

___ Buyer

**EXHIBIT "A" TO SPECIAL WARRANTY DEED
LEGAL DESCRIPTION OF PROPERTY**

{COPY OF REPLAT TO BE INSERTED ONCE RECORDED}

DRAFT

Initials ___ Seller

___ Buyer

Performance Agreement
Exhibit B

SAMPLE ANNUAL CERTIFICATION REPORT FORM

[SEE ATTACHED]

DRAFT

Annual Certification Report

Reporting Period: _____ to _____ 20__

The Annual Certification Report for the Economic Development Performance Agreement between the Bastrop Economic Development Corporation and _____, is due on _____ 15, 20___. Please sign and return the Annual Certification Report form with accompanying narrative.

I. PROJECT INFORMATION

Project Information:

Company's legal name: _____

Project address subject to incentive: _____

Company primary contact: _____ Title: _____

Phone number: _____ E-mail address: _____

II. REPORTING INFORMATION

Employment and Wage Information:

Has the Company employed undocumented workers? Yes No

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

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

Investment Information:

What taxable ad valorem value for Real Property for the reporting period? _____

What is the taxable ad valorem value for Tangible Personal Property for the reporting period? _____

Narrative:

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

III. ADDITIONAL INFORMATION (VOLUNTARY)

Employment:

Total full-time employees: _____

Total annual payroll: _____

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

Number of employees that live in Bastrop, Texas: _____

Interested in being contacted about workforce training opportunities? Yes No

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

IV. CERTIFICATION

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

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

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

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

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

Name of Certifying Officer

Certifying Officer's Title

Phone Number

E-Mail Address

Signature of Certifying Officer

Date

STATE OF TEXAS X
COUNTY OF _____ X

This information was acknowledged before me on this _____ day of _____, _____ by _____,
_____ for _____, a Texas corporation, on behalf of said agency.

Notary Public, State of Texas

Notary's typed or printed name

My commission expires

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

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



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 9C

TITLE:

Consider action to approve Resolution No. R-2017-60 of the City Council of the City of Bastrop, Texas authorizing the City Manager to enter a Property Use agreement with the Bastrop 1832 Farmer's Market for the property located at 1302 Chestnut; and establishing an effective date.

STAFF REPRESENTATIVE:

Sarah O'Brien

BACKGROUND/HISTORY:

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

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

POLICY EXPLANATION:

Staff is recommending approval of an annual lease with the 1832 Farmer's Market for use of the lot on Saturdays and Tuesdays. Staff will be available to negotiate other property use agreements, when interested parties express interest. The new agreement defines 1832's use of the lot on Saturday and Tuesdays for use as a Farmer's Market, and not as an exclusive user. The new agreement transfers utility payments and maintenance responsibilities to the City in exchange for a monthly lease payment.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-60 of the City Council of the City of Bastrop, Texas authorizing the City Manager to enter a Property Use agreement with the Bastrop 1832 Farmer's Market for the property located at 1302 Chestnut; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Current Lease agreement with 1832.
- Property Use Agreement
- Exhibit A



RESOLUTION NO. R-2017-60

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

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

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

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

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

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

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

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

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of August, 2017.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

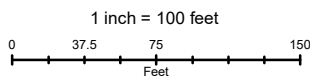
Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



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



Date: 6/5/2017

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

PROPERTY USE AGREEMENT

**THE STATE OF TEXAS
COUNTY OF BASTROP**

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

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

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

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

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

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

ARTICLE 1

PREMISES AND PRIVILEGES

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

ARTICLE 2

TERM

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

ARTICLE 3

OBLIGATIONS OF 1832

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

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

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

ARTICLE 4

INSURANCE

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

Type	Amount
-------------	---------------

Comprehensive General Liability

For Bodily Injury

\$250,000 per occurrence

Including:

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

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

For Property Damage

\$1,000,000 per occurrence &

\$100,000 aggregate

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

C. Proof of Insurance Required.

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

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

ARTICLE 5

RETENTION OF RIGHTS BY CITY & MAINTENANCE

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

ARTICLE 6

DAMAGES RELATED TO ITEMS LEFT ON CITY PROPERTY

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

ARTICLE 7

ASSIGNMENT

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

ARTICLE 8

TERMINATION AND CANCELLATION OF AGREEMENT

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

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

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

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

ARTICLE 9

GENERAL PROVISIONS

- A. Attorney's Fees. In any action brought for the enforcement of the obligations hereunder, the prevailing party shall be entitled to recover interest and reasonable attorney's fees.
- B. Misrepresentation. All terms and conditions with respect to this Agreement are expressly contained herein, and each party agrees that no representative or agent of the other party has made any representation or promise with respect to this Agreement not expressly contained herein.
- C. Paragraph Headings. The paragraph headings contained herein are for convenience and reference are not intended to define or limit the scope of any provision of this Agreement.
- D. Notices. Notices to City provided herein shall be sufficient if sent by certified mail, postage prepaid, address to:
The City of Bastrop, ATTN : Main Street Program Director
1311 Chestnut Street
Bastrop, TX 78602

Notices to 1832 if sent by certified mail, postage prepaid, addressed to:

Bastrop 1832 Farmer's Market

ATTN President
- E. Choice of Law and Venue. This Agreement is made and entered in Bastrop, Bastrop County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas and the venue of any suits arising hereunder shall be Bastrop County, Texas.
- F. Entire Agreement Amendment: This Agreement including all exhibits constitutes the full and entire understanding and agreement between the parties and supersedes any prior or

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

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

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

City of Bastrop, Texas

By: _____

Lynda Humble, City Manager

APPROVED TO AS FORM AND LEGALITY

David Bragg, City Attorney

Bastrop 1832 Farmer's Market

By: _____

President, Jeff Long

LEASE AGREEMENT

COPY

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BASTROP

§

This "Lease Agreement" is made and executed by and between the City of Bastrop, a Texas home-rule municipality duly formed and operating in Bastrop County, Texas ("Lessor"), and 1832 Farmers Market, a ~~SOL(C)(?)~~ (e.g. corporation operating under Texas law) ("Lessee"), hereinafter to be collectively known as the "Parties," and singularly as "Party".

SECTION 1. PREMISES

- 1.1 Description. Lessor hereby leases to Lessee the following real property generally located at 1307 Chestnut Street Bastrop, Texas 78601, Bastrop County, Texas, and the building, structures, and improvements located thereon, as more particularly illustrated in Exhibit "A," attached hereto and made a part hereof (hereinafter "Leased Premises").
- 1.2 Use. The Leased Premises shall be used by Lessee for the sole purpose of Operating a Farmers & Artisans Market, to offer for sale to the general public fresh, local products such as produce, meats, eggs, canned and baked goods etc. as well as locally produced artisan products and art. The property shall not be used for any purpose without first obtaining the Lessor or its authorized agent's consent, in writing. Within ten (10) days of executing this "Lease Agreement" the Lessee shall provide the Lessor in writing, details of the proposed operation, including the days of weeks and times that the Farmers & Artisans Market will be open to the public and a diagram representing the proposed arrangement of booths, vendor areas, parking, etc. on the Leased premises. The Lessor reserves the right to require revision to the proposed operation at its discretion to enhance and/or protect the public's use, safety and enjoyment of the Leased premises.
- 1.3 Compliance with the Law. Lessee shall at all times observe the laws, rules and regulations of the State of Texas and other governmental entities. Lessee shall not conduct any activities which would cause the Lessor to be in violation of any state or federal laws, rules, or regulations or for a purpose in violation of applicable covenants and restrictions. ~~Lessee shall not, in any way, or allow to be committed, any waste or nuisance on the Leased Premises or harm the Leased Premises in any way that may reduce, harm or diminish the value or marketability of same. Lessee shall promptly advise Lessor of any litigation, alternative dispute resolution procedure, or administrative hearing concerning the premises as soon as same arises.~~

- 1.4 Storage of Materials on Premises Lessee acknowledges and agrees that it will only store materials on the property that are consistent with the operation of the "Farmers & Artisans Market". Lessee shall, at all times, keep and maintain the Leased Premises in neat and orderly manner and in full compliance with all applicable Federal, State and local laws, rules and ordinances. Any failure to comply with the provisions noted in this subsection shall be grounds for immediate termination of the Lease.
- 1.5 Non-Interference with Lessor's Use. Lessee shall not conduct any activity which interferes, or could interfere, thwart, delay or hinder the Lessor's present or future use of the Leased Premises or surrounding land owned or controlled by the Lessor for a public purpose. Lessee shall permit the Lessor the right to enter the Leased Premises at any time to inspect and/or repair the Leased Premises, at Lessor's sole discretion.

SECTION 2. TERM

- 2.1 Term. The term of this Lease Agreement shall commence on the 1st day of May, 2008, and shall be continued on a month-to-month basis at the sole discretion of the Lessor. No extensions or renewals of the term of this Lease Agreement are authorized without the prior written consent of the Lessor.
- 2.2 Cancellation Privileges. Either the Lessor or the Lessee shall have the right to cancel this Agreement upon giving thirty (30) days written notice to the other Party.

SECTION 3. HOLDING-OVER

Should Lessee remain in possession of the Leased Premises after the termination of this Lease Agreement, whether such termination occurs by the lapse of time or otherwise, without a written execution by Lessor and Lessee of a new lease, Lessee shall be deemed to be occupying the Leased Premises as a tenant at sufferance, subject to all the covenants and obligations of this Lease Agreement, and at a daily Rental Rate of 1.25 times the per-day Rent provided hereunder, computed on the basis of a thirty (30) day month. *The Lessee expressly agrees that such (25%) additional charge is reasonable, will fairly adjust the rent in the event of holding over, and that the additional charge is not intended by the Parties as a penalty.*

SECTION 4. RENT

- 4.1 Rent. Lessee shall pay Lessor Rent, without deduction or offset and subject to adjustments as hereinafter provided, in monthly installments, payable at **The City Manager's Office** located at ~~904 Main Street, Bastrop, Texas 78602~~ (or such other address as Lessor may specify in a written notice delivered to Lessee) in the amount of \$1.00 per month (to be set by the City Council), on a month-to-month basis. Rent shall be due to Lessor and paid by Lessee beginning on the commencement date of the Term and shall continue to be paid on the first day of each month, thereafter. Rent for any fractional month at the beginning or end of the lease term shall be prorated on a *per diem* basis.

- 4.2 Late Charges. Lessee acknowledges that late payments of Rent by Lessee to Lessor, or any other sum due under this Agreement, shall cause Lessor to incur costs not contemplated herein, the exact amount of which would be difficult or impossible to ascertain. Such costs may include processing, legal, and accounting charges, as well as late charges that may be imposed upon Lessor by the terms of separate agreements with third parties. Accordingly, should Lessee fail to pay any installment of Rent, or any other sum due under this Agreement, within fifteen (15) calendar days after such sum is due (on or after the sixteenth (16) of each month), Lessee shall pay to Lessor, as additional Rent, a late charge equal to five percent (5%) of each such installment or sum due. Waiver of the late charge with respect to any installment or sum due shall not be deemed to constitute a waiver with respect to any subsequent installment or sum due. A charge of Seventy-Five and 00/100 Dollars (\$75.00) shall be paid by Lessee to Lessor for each returned check or payment instruments.

SECTION 5. TAXES AND ASSESSMENTS

- 5.1 Taxes. "Taxes" as used in this Lease Agreement shall include all real property taxes on the Leased Premises, as depicted on Bastrop County Tax Appraisal map, if applicable to the Lessee. Taxes shall also include all personal property taxes levied on the Leased Premises, if any, as well as taxes of every kind and nature levied and assessed in lieu of, in substitution for, or in addition to existing or additional real or personal property taxes on the Leased Premises, including the land, building, improvements, or structures thereon, whether or not now customary or within the contemplation of the Parties. Lessee shall be wholly and completely responsible for reimbursement to the Lessor of costs or expenses expended by the Lessor contesting the amount, the validity, or the applicability of any taxes mentioned in this section.
- 5.2 Payment Obligation. Lessee, (if applicable), shall pay and discharge when due, as part of the Rent of the Leased Premises, all state, municipal, and local taxes (except gift, estate, inheritance, succession, and income taxes, if any, on interest of Lessor), fees, assessments, levies and other charges, whether general, special, ordinary, or extraordinary, of whatever name, nature, and kind (except as specified above) that are levied, assessed, imposed, or charged on the Leased Premises, whether now existing or arising during the Term of this Agreement, beginning on the commencement date hereof.
- 5.3 Paid in the Name of the Lessor. All Taxes, assessments, levies, fees and other charges (if applicable) shall be paid by Lessee shall be paid in the name of Lessor, whether such Taxes and other charges become due and payable during the term of this Lease Agreement, or any renewal of same, or subsequent to the expiration or earlier ~~termination of the Lease Term of this Agreement. No agreements, acts or omissions~~ shall alter or negate Lessee's duty for such sums due.
- 5.4 Production of Receipts. Within fifteen (15) calendar days of payment by Lessee (if applicable) of any state, municipal, or local tax, assessment, levy, or other charge and/or fee, whether general, special ordinary, or extraordinary, of whatever name, nature, or kind (unless otherwise excluded by provisions contained herein), upon demand by

Lessor, Lessee shall produce and exhibit to Lessor receipts by proper officials showing the payment paid in full.

- 5.5 Deferment. Lessee shall have the right to defer the payment of any tax, assessment or other charge so long as the validity of such item is to be contested by Lessee in good faith and by appropriate legal proceedings, provided, however, that Lessee has furnished to Lessor a bond of a surety company, or other security satisfactory to Lessor, in an amount satisfactory to Lessor, securing Lessor against the payment of such tax, assessments or other contested charge against any loss, damage, or penalty whatsoever in any way arising from the failure of Lessee to pay such amount.
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- 5.6 Conclusive Evidence. For purposes of this Agreement, and in the event of a dispute between the Parties, a receipt showing the payment of a tax, assessment, fee or other charge signed by a public official authorized to give such a receipt shall be conclusive evidence that the amount of the payment was due and payable and that the assessment or other charge was a valid and existing lien on the Leased Premises at the time of payment.

SECTION 6. LANDLORD'S LIEN

As security for the performance by the Lessee of all covenants to be paid, kept, and performed, the Lessor shall have the benefit of a statutory landlord's preference lien upon all property, fixtures, goods, materials, wares, and merchandise of the Lessee which may be placed in or upon the leased premises during the term hereof. In addition, the Lessee herein grants to Lessor an express security interest in all goods, materials, wares, merchandise, fixtures, and other personal property of the Lessee which may be placed in or upon the Leased Premises during the Term of this Lease Agreement, or any extension hereof, which security interest shall be second and inferior to any purchase money security interest of any third party, as to any such personal property, and which security interest herein granted unto Lessor shall not be applicable to Lessee's goods, materials, wares, and merchandise daily exposed to sale in the ordinary course of business. Lessor and Lessee mutually covenant and agree that this Agreement shall act as a security agreement as between Lessee, as debtor, and Lessor, as secured party, *only to be exercised in the event of Lessee's non-payment.*

SECTION 7. ABANDONED PROPERTY

All goods, effects, materials, remains, or temporary improvements of whatever kind or nature and/or alleged value to Lessee not removed by Lessee within fifteen (15) calendar days after the natural expiration of this Lease Agreement, or any extension hereto, or within seventy-two (72) hours after termination by the Lessor by reason of Lessee's default, shall be considered ~~abandoned and Lessor shall have the right and the authority to dispose of same, as it deems~~ expedient, including but not limited to storing, selling and/or destroying such items at the cost and expense of Lessee with no further act or notice required. Lessee shall reimburse Lessor for any expenses incurred by Lessor in connection with this paragraph including legal fees and court costs. Lessor shall not be liable or responsible for damage, theft or otherwise to any property abandoned on the Leased Premises by Lessee. The Lessee specifically consents and

agrees that by entering into this Lease, it waives all rights to make claims against Lessor related to any item remaining on the Leased Premises after any termination of this Lease Agreement.

SECTION 8. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

Lessor makes no representations or warranties regarding the condition or fitness of the Leased Premises, including any building, structure or improvement thereon for any particular purpose. By taking possession of the Leased Premises pursuant to this Lease Agreement, Lessee conclusively accepts the Leased Premises as fit for Lessee's purpose and use and in good and sanitary order, condition, and repair. Lessee further warrants that all matters related to or arising out of the construction of any building, structure or improvement on the Leased Premises were approved by, and have been accepted by, Lessee in an "AS IS" condition. Lessee herein agrees and consents to accept all faults, deficiencies, defects, whether known or unknown to Lessor and/or Lessee at the commencement of the Term which warranty by Lessee shall survive the term of this Lease Agreement, or any extension thereto, in perpetuity. Lessee shall, on the expiration or termination of this Agreement, surrender the Leased Premises to Lessor in the same condition as when received, reasonable wear and tear accepted. Lessee agrees to remove all business or other signs, markers or symbols placed on the Leased Premises, by it, before redelivery of the Leased Premises to the Lessor, and to restore the Leased Premises to the same condition before the execution of this Lease Agreement.

SECTION 9. POSTING OF SIGNS, AWNINGS, OR MARQUEES BY LESSEE

Lessee agrees that it will not construct or place, or permit to be constructed or placed, signs, awnings, marquees, or other structures and/or improvements on or projecting from any portion of the Leased Premises without Lessor's prior written consent. Lessee further agrees to remove signs, displays, advertisements or decorations it has placed, or permitted to be placed, on the Leased Premises, which, in Lessor's opinion, are in ill repair, do not comply with City Codes, are offensive or are otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within ten (10) days after receiving written notice from Lessor to remove same, Lessor reserves the right to enter the Leased Premises and remove such items, at Lessee's sole cost and expense, and shall have the right to place a lien on Lessor's property to recover such expenses, without further action or notice due to Lessee from Lessor.

SECTION 10. "QUITTING BUSINESS, "BANKRUPTCY," OR "LOST OUR LEASE" SALE

Lessee agrees not to conduct or advertise "Quitting Business," "Lost Our Lease," "Bankruptcy," or other such types of sales on the Leased Premises without Lessor's prior written consent.

SECTION 11. UTILITIES

- 11.1. **Utility Service.** Lessee, shall obtain, in its name, all "Utility Services" necessary for the public health and safety of the operations of a Farmers & Artisans Market on the Leased Premises. Utilities may include, as determined by the Lessee, to include gas, electricity,

telephone, water, and sewer and Lessee shall pay all charges for those services as they come due. All Utilities obtained by the Lessee on the Leased Premises shall be from the City of Bastrop's Utility Services. Should Lessee fail or refuse to pay a charge for any City Utility Service assessed or incurred, Lessor may elect to forfeit or terminate this Lease without further action or notice to Lessee.

- 11.2. Utility Release. Lessor shall not be liable for any personal injury, property damage, consequential damages, claims or assessments that may result from the operation, service and/or faulty installation of Utility Services on the Leased Premises, whether through negligence, fault or no fault, nor shall Lessor be liable for any injury or damage suffered by Lessee or any third-party as a result of the failure to make repairs to utility facilities.
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SECTION 12. REPAIRS AND MAINTENANCE

- 12.1 Lessee's Obligations. Lessee shall have the duty, at its sole cost and expense, to keep, maintain, and preserve the Leased Premises, including any buildings, structures or improvements thereon, in good order and repair which reflects credit upon the Lessee.
- 12.2 Lessor's Right of Inspection/Repair. Lessor reserves the right, but has no duty, to enter the Leased Premises at any time to inspect the Leased Premises, including any buildings, structures, or improvements thereon, to perform required maintenance and repair and/or to make additions or alterations to any part of the Leased Premises that are necessary to keep, maintain, or preserve same in a reasonable state, at the sole cost and expense of the Lessee. Lessor may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment on the Leased Premises, as Lessor deems necessary, without any obligation to reduce Lessee's Rent for the Leased Premises during such period, and without incurring any liability to Lessee for disturbing quiet enjoyment of the Leased Premises, or loss of occupation thereof. Lessor shall have sole discretion as to any work to be completed on the Leased Premises pursuant to this Section, including but not limited to plans, specifications, materials, design, and contractors. The Parties acknowledge and agree, however, that the Lessor shall have no duty, responsibility or obligation to inspect, repair, remodel, improve, decorate, paint or replace any part or component of the Leased Premises, specifically including any building, structure or improvement thereon, at any time following the Effective Date of this Lease Agreement. Any interference by the Lessee related to arising out of this paragraph shall constitute a breach of this Agreement entitling Lessor to any remedy provided herein or at common law.

- ~~12.3 Access. Lessee agrees to permit Lessor unfettered and undelayed access and opportunity to perform all actions as stated in Section 12.2. Any interference by Lessee of Lessor's rights hereunder shall be a material breach of the Lease Agreement.~~

**SECTION 13. PARTIAL DESTRUCTION OF PREMISES; ARBITRATION
PROVISIONS**

Unless otherwise agreed to between the Parties in writing and attached hereto, should the Leased Premises, including any building, structure or improvement thereon, be destroyed in whole or in part by fire or other casualty, or by Lessee's want of ordinary care, Lessee shall promptly rebuild or restore the Leased Premises to its condition at the start of this Lease Agreement. Any rebuilding or restoration to the Leased Premises shall be at Lessee's sole cost and expense and Lessee shall remain liable for any Rent. If Lessee fails to rebuild or repair, as set forth herein, Lessee shall be liable to Lessor for all amounts remaining due

SECTION 14. INSURANCE

Lessee agrees to procure and maintain in full force and effect, at all times during the Lease Term, and any extension thereof at Lessee's sole cost and expense, the following:

- 14.1 Standard Property Insurance. Standard property insurance insuring the Leased Premises against the perils of fire, extended coverage, vandalism, environmental damage, malicious mischief, special extended coverage ("all risk"), and sprinkler coverage. The policy shall additionally include all personal property owned by Lessee for which Lessee is legally liable, including without limitation furniture, fittings, fixtures, and raw materials. Such insurance shall be no less than One Million and 00/100 U.S. Dollars (\$1,000,000.00), or an amount equal to the Leased Premises, and any personal property located thereon, full replacement value, whichever is greater. Any policy shall specifically identify and name the City of Bastrop as a "loss payee".
- 14.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Lessee against any and all liability that could arise out of this Lease Agreement, or the use, occupancy, or maintenance of the Leased Premises and all appurtenances thereto by any person, entity, or occupant. Such insurance shall be in the amount of not less than One Million and 00/100 U.S. Dollars (\$1,000,000.00) dollars combined single limit for injury to, or death of one or more persons in a single occurrence, and for damage to tangible property (including loss of use and loss of income) in any one occurrence. The policy shall insure the hazards of the Leased Premises, the operations conducted in and on the Leased Premises, independent contractors, and contractual liability (covering in full the indemnity to the Lessor contained in this Agreement), and shall name Lessor and any mortgagee(s) as 'additionally insured' parties, as their respective interests may appear. Lessor and any named mortgagee shall be furnished with a copy of the certificate of insurance. Such coverage shall be primary and noncontributing with any insurance carried by Lessor.
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- 14.3 Workers Compensation. In the event Lessee hires individuals to work at the Farmers & Artisans Market on behalf of the Lessee, then the Lessee shall maintain worker's compensation and employer's liability insurance as required by the State of Texas.
- 14.4 Supplemental Insurance. The Lessee shall obtain any supplemental insurance that either Party may determine is necessary to protect the Lessee and/or Lessor during the

term of this Lease Agreement, or any extension thereof.

- 14.5 Authorized Companies. All insurance policies related to the Leased Premises shall be written by companies authorized to do business in Texas and shall be in a form reasonably satisfactory to Lessor. Lessor and any named mortgagee(s) shall be furnished with a copy of each certificate of insurance, and each policy shall require thirty (30) days written notice to Lessor and any named mortgagee(s) prior to cancellation, change or reduction in the amount and/or type of coverage.
- 14.6 Right of Lessor to Obtain Insurance. Lessee covenants and agrees that if all necessary insurance policies are not kept in force during the entire Term of this Lease Agreement, including any extension thereof, Lessor may procure the necessary insurance and pay the premium, which premium shall be repaid to Lessor as an additional Rent installment during the month(s) following the date on which such premiums are paid. Further, Lessee acknowledges and agrees that the insurance policies referenced herein are material inducements to Lessor to enter into this lease and any failure of Lessee to comply with these requirements shall constitute an acknowledged breach by Lessee.
- 14.7 Increasing Risk. Lessee agrees and covenants not to use the Leased Premises in any manner, even though it may be for the purposes for which the Leased Premises was leased, that may increase risks covered by insurance on the Leased Premises, increase the rate of insurance on the Leased Premises, or cause cancellation of any insurance policy covering the Leased Premises. Lessee further agrees not to keep, use, sell or store on/in the Leased Premises, or permit to be kept, used, or sold thereon, anything prohibited by any policy covering the Leased Premises. Lessee agrees to comply, at Lessee's own expense, with all requirements of all insurers as necessary to keep in force the required insurance coverage noted herein.

SECTION 15. RELEASE, HOLD HARMLESS & INDEMNITY

- 15.1. LESSEE HEREBY HOLDS HARMLESS, RELEASES AND WAIVES ANY AND ALL CLAIMS AND CAUSES AGAINST LESSOR AND LESSOR'S OFFICERS, REPRESENTATIVES, AGENTS AND/OR EMPLOYEES FOR ANY AND ALL CLAIMS, INJURY OR DAMAGE TO THE PERSON, PROPERTY, OR BUSINESS SUSTAINED IN OR ABOUT THE BUILDING OR THE LEASED PREMISES BY (1) LESSEE, ITS AGENTS, REPRESENTATIVES, OWNERS, EMPLOYEES, INVITEES, CLIENTS OR CUSTOMERS, AND (2) BY OTHER TENANTS OR OCCUPANTS OF THE LEASED PREMISES, AND (3) BY ANY THIRD-PARTY PRESENT ON THE LEASED PROPERTY WHETHER SUCH INJURY OR DAMAGE RESULTS FROM ANY ACT, OMISSION, NEGLIGENCE, OCCURRENCE, OR CONDITION IN OR ABOUT THE LEASED PREMISES OR FROM ANY OTHER CAUSE OR CONDITION, WHETHER SUCH DAMAGE(S) ALLEGED OR ACTUAL, ARE CAUSED BY LESSOR, OR ANY OTHER PERSON. BY WAY OF EXAMPLE ONLY, AND NOT BY WAY OF LIMITATION, THIS PARAGRAPH SHALL APPLY TO DAMAGE OR**

INJURY CAUSED BY LOADING APPARATUS, AWNINGS, DISPLAY FIXTURES, AND ALL PRODUCTS OF LESSEE'S BUSINESS.

15.2. IF ANY SUCH INJURY OR DAMAGE DESCRIBED IN THE ABOVE PARAGRAPH RESULTS FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS EMPLOYEES, OWNERS, REPRESENTATIVES, AGENTS, INVITEES, CLIENTS OR CUSTOMERS, LESSOR MAY, AT LESSOR'S OPTION, REPAIR SUCH INJURY OR DAMAGE. LESSEE SHALL, UPON DEMAND BY LESSOR, PROMPTLY AND FULLY REIMBURSE LESSOR FOR THE TOTAL COST THEREOF, PROVIDED THAT LESSEE SHALL NOT BE RESPONSIBLE FOR THAT PART OF THE COST FOR WHICH LESSOR HAS BEEN COMPENSATED BY INSURANCE PROCEEDS IF ANY, SO LONG AS IF THE INSURANCE CARRIER HAS WAIVED ITS RIGHT OF SUBROGATION AGAINST LESSEE.

15.3 LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR, ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST ANY AND ALL CLAIMS, DEMANDS, COSTS, CAUSES, DAMAGES, AND EXPENSES OF EVERY KIND AND NATURE, INCLUDING REASONABLE ATTORNEYS' FEES FOR THE DEFENSE THEREOF, ARISING FROM: (1) THIS AGREEMENT, (2) THE CONSTRUCTION OR CONDITION OF THE LEASED PREMISES, AND/OR LESSEE'S OCCUPANCY OF THE LEASED PREMISES, INCLUDING ANY BUILDING, STRUCTURE, OR IMPROVEMENT THEREON, AND/OR (3) FROM ANY BREACH OR DEFAULT ON THE PART OF LESSEE IN THE PERFORMANCE OF ANY AGREEMENT OF LESSEE TO BE PERFORMED PURSUANT TO THE TERMS OF THIS LEASE AGREEMENT, AND/OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS EMPLOYEES, REPRESENTATIVES, AGENTS, INVITEES, CUSTOMERS, OR THIRD-PARTIES, ON OR ABOUT THE LEASED PREMISES. IN THE EVENT ANY SUCH PROCEEDINGS ARE BROUGHT AGAINST ANY OF SUCH PERSONS, LESSEE COVENANTS TO DEFEND THE PROCEEDING AT ITS SOLE COST AND EXPENSE BY LEGAL COUNSEL REASONABLY SATISFACTORY TO LESSOR, IF REQUESTED BY LESSOR.

SECTION 16. ASSIGNMENT OR SUBLEASE

Lessee hereby agrees to sublease only areas or stalls on the property as reflected in Exhibit "A" to groups, individuals and vendors who sell products and goods consistent with the Farmers & Artisans Market Operation. A representative of the lessee shall be present at all times on the property when individuals, vendors or groups are subleasing areas/stalls on the property and are present to display, unload, load, convey and/or sell products and goods associated with the Farmers & Artisans Market. Otherwise Lessee will not assign or sublease the Leased Premises, or any part thereof, or any right or privilege connected therewith, or to allow any person, except Lessee's agents, vendors and employees, to occupy the Leased Premises without first obtaining Lessor's written consent, which may be denied by Lessor at its sole discretion. A single consent to assignment or sublease by Lessor shall not be consent to a subsequent assignment,

sublease or occupation by other persons or entities. Lessee's unauthorized assignment, sublease, or license to occupy shall be void, and shall immediately terminate the Lease at Lessor's option. Lessee's interest in this Lease is not assignable by operation of law, nor is any assignment of any interest therein, without Lessor's prior written consent. Lessee shall be responsible for all acts, omissions and conditions created by its sublessees on the Leases Premises and further, all reference to the obligations of Lessees in this Lease shall include any subleases of Lessee. [Does City want a periodic report on identification and goods sold by subleases/vendors?]

SECTION 17. LESSEE'S BANKRUPTCY

Notwithstanding any other provisions herein, if a petition in bankruptcy is filed, or is threatened to be filed by or against Lessee in any court of competent jurisdiction, Lessee shall have the duty to immediately notify the Lessor of same and Lessor shall have the right, at its sole discretion, to terminate this Lease by giving notice in writing, by registered or certified mail, to the receiver or trustee in bankruptcy.

SECTION 18. EVENTS OF DEFAULT

18.1. Default by Lessee. Each of the following events shall be deemed to be an event of material breach and default of this Lease Agreement:

- A. Lessee's failure to pay any installment of Rent in advance on the first day of the month or shall fail to perform or discharge any other obligation or liability under this Lease Agreement requiring the payment of money when any such payment is due.
- B. Default by Lessee in performance of, or in violation of, any other term or provision of this Lease Agreement other than that stated in Section 18.1(A), if such default is not cured within three (3) days after written notice of default is provided by Lessor.
- C. Lessee's failure to cooperate with Lessor, as determined necessary by Lessor, to resolve any disputes with third-parties, related in any manner to the Leased Premises.
- D. The filing or execution or occurrence of a petition in bankruptcy or other insolvency proceeding by or against Lessee, or a petition or answer seeking relief under any provision of the Bankruptcy Act, or an assignment for the benefit of creditors, or a petition or other proceeding by or against Lessee for the appointment of a trustee, receiver or liquidator of the Lessee or any of Lessee's ~~properties, or a proceeding by a governmental authority for the dissolution or liquidation of the Lessee, or the levying of a writ of execution or attachment on or against Lessee's property, or the creation of a mechanic's lien or claim therefore against the Leased Premises or any improvements thereon caused by or resulting from any work performed, materials furnished, or obligation incurred by or at the request of Lessee; and~~

- E. The abandonment, misuse or vacating of the Leased Premises, or any substantial portion thereof by Lessee.
 - F. Lessee is found to be in violation of any federal, state or city law, regulation, ordinance or policy.
 - G. Lessee fails to timely provide any requested information or documents to Lessor.
 - H. Lessee uses the Leased premises in any manner that creates a nuisance, interferes with lawful use of adjacent property or poses a danger to the public.
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18.2. Remedies of the Lessor. Upon the occurrence of any events and/or defaults by the Lessee, (and including Lessee's sublessees/vendors) the Lessor shall have the option to pursue any one or more of the following remedies upon ten (10) days written notice to Lessee:

- A. Terminate this Agreement, in which event Lessee shall immediately surrender the Leased Premises to the Lessor. In the event the Lessee fails to immediately surrender the Leased Premises to the Lessor the Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Leased Premises and remove Lessee and any other person who may be occupying said Leased Premises or any part thereof.
- B. Re-enter and resume possession of the Leased Premises, alter locks and other security devices at the Leased Premises, remove all personal property of the Lessee, using whatever force as may be reasonably necessary, at the sole cost of the Lessee and re-let the Leased Premises on such terms as are reasonable and as the Lessor may deem advisable. Lessee agrees to pay to the Lessor on demand any costs and/or deficiencies that may arise by reason of such reletting due to default or breach.
- C. Remedy the default for the account of Lessee, which Lessee shall be obligated to pay to Lessor, including all costs, expenses, and disbursements incurred by Lessor in taking such remedial action.
- D. In the event that Lessee's use of the Leased Premises creates a condition that Lessor deems to be dangerous, Lessor reserves the right to immediately terminate the Lease, with no advance notice or opportunity to cure prior to termination.

SECTION 19. DEFAULT BY LESSOR

In the event of an alleged act or omission by Lessor, Lessee shall not exercise any right to which it may be entitled until Lessee has given notice in writing to the Lessor of such act or omission at which time the Lessor shall have thirty (30) days to cure same.

SECTION 20. INTEREST AND ATTORNEY'S FEES

Any sum which the Lessee may become obligated to pay to the Lessee shall bear interest at the maximum rate of allowed by law, per annum from the date due until paid, it being understood that interest in excess of the maximum permitted by law shall never be collected under this Lease Agreement. In the event Lessor should find it necessary to employ an attorney and initiate mediation or litigation for the purpose of collecting any sum due or enforcing any right hereunder or pursuant to any other agreement by and between the Parties, Lessee agrees to pay Lessor reasonable attorneys' fees for the services of Lessor's attorney in such actions or activities, including all mediation or court costs incurred by the Lessor, thereby.

SECTION 21. MISCELLANEOUS

21.1. Notice. Notice arising out of or pursuant to the provisions of this Lease Agreement shall be in writing and delivered by hand or certified postage prepaid, addressed to the person authorized to receive such notice. Notices shall be delivered to the Parties at the addresses set forth below or to such other addresses as the Parties designate in writing.

A. Notice to Lessor:

City of Bastrop
Attn: City Manager
904 Main Street
Bastrop, Texas 78602

B. Notice to Lessee

Erika Bradshaw
220 Zapalac Road
Smithville, Texas 78957

21.2. No Waiver. A delay by Lessor in enforcing any part of this Lease Agreement shall not be deemed a waiver of any of Lessor's rights or remedies, and shall not be deemed a waiver of any subsequent breach or default by Lessee. If Lessor accepts any Rent payment after its due date, the acceptance shall not be construed as a waiver of the breach, shall not change any other due date, and shall not waive any of Lessor's rights or remedies. No term or provision of this Lease Agreement is intended to or shall have the affect of altering in any way Lessor's rights to sovereign immunity, as pursuant to State law.

21.3. Severability. Each and every covenant and obligation contained in this Lease Agreement is and shall be construed to be a separate and independent covenant and obligation. If any term or provision of this Lease Agreement, or its application to any person or circumstances, shall be held invalid, illegal or unenforceable, the remainder of this Lease Agreement shall be unaffected, and each and every other term and provision shall be enforced to the fullest extent permitted by law.


- 21.4. Venue and Applicable Law. The Parties hereto agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this lease. Venue for any action involving this lease shall be in the state courts of Bastrop County, Texas.
- 21.5. Interpretation. Time is of the essence in this Lease Agreement. Each Party has read and understands the meaning and effect of this Lease and has been allowed opportunity and time to confer with their respective attorneys and advisors.
- 21.6. Construction. ~~The Parties agree that the Lease Agreement shall be construed fairly and simply and not strictly against either Party.~~
- 21.7. Lease Control. If any provisions in this Lease Agreement conflict with any provision in any other instrument, those herein shall control.
- 21.8. Binding Effect. All of the terms, covenants, and conditions contained within this Lease Agreement shall apply to, bind, inure to the benefit of, and be exercised by the heirs, executors, administrators, successors in interest and assigns of all Parties, except as otherwise expressly provided herein.
- 21.9. Headings. Headings used throughout this Lease Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Lease Agreement. The terms "hereof," "hereunder" and "herein" shall refer to this Commercial Lease as a whole, inclusive of all exhibits, except as otherwise expressly provided. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders. The singular form shall include the plural when the context requires.
- 21.10. Entire Agreement. This Lease Agreement is the entire agreement between Lessee and Lessor related to the Leased Premises, and it incorporates all other written, verbal, express, and implied agreements made between any Party or any agent of any Party to this Lease in connection with this transaction.
- 21.11. Amendment. No Amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

(Remainder of Page Intentionally Left Blank)

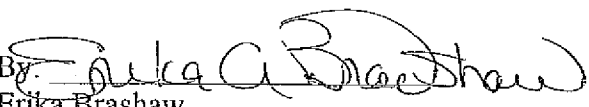
21.12. Good Faith. If any provision of this Agreement is found to be unlawful or unenforceable, the Parties will negotiate in good faith so that it shall be in compliance with applicable laws and consistent to the extent possible with the original intent of this Agreement.

EXECUTED this 1st day of May 2008 ("Effective Date")

City of Bastrop, Lessor

By: 
Michael H. Talbot, City Manager

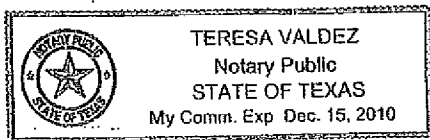
1832 Farmers Market, Lessee

By: 
Erika Brashaw

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

BEFORE ME, the undersigned authority, on this day personally appeared Michael H. Talbot, known to me to be the City Manager of the City of Bastrop, and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed, as the act and deed of the said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 1st day of May, 2008.

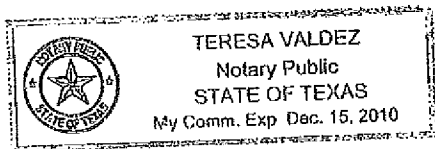


Teresa Valdez
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BASTROP §

BEFORE ME, the undersigned authority, on this day personally appeared Erika Bradshaw, as authorized representative of 1832 Farmers Market, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same as the act and deed of and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 1st day of May, 2008.

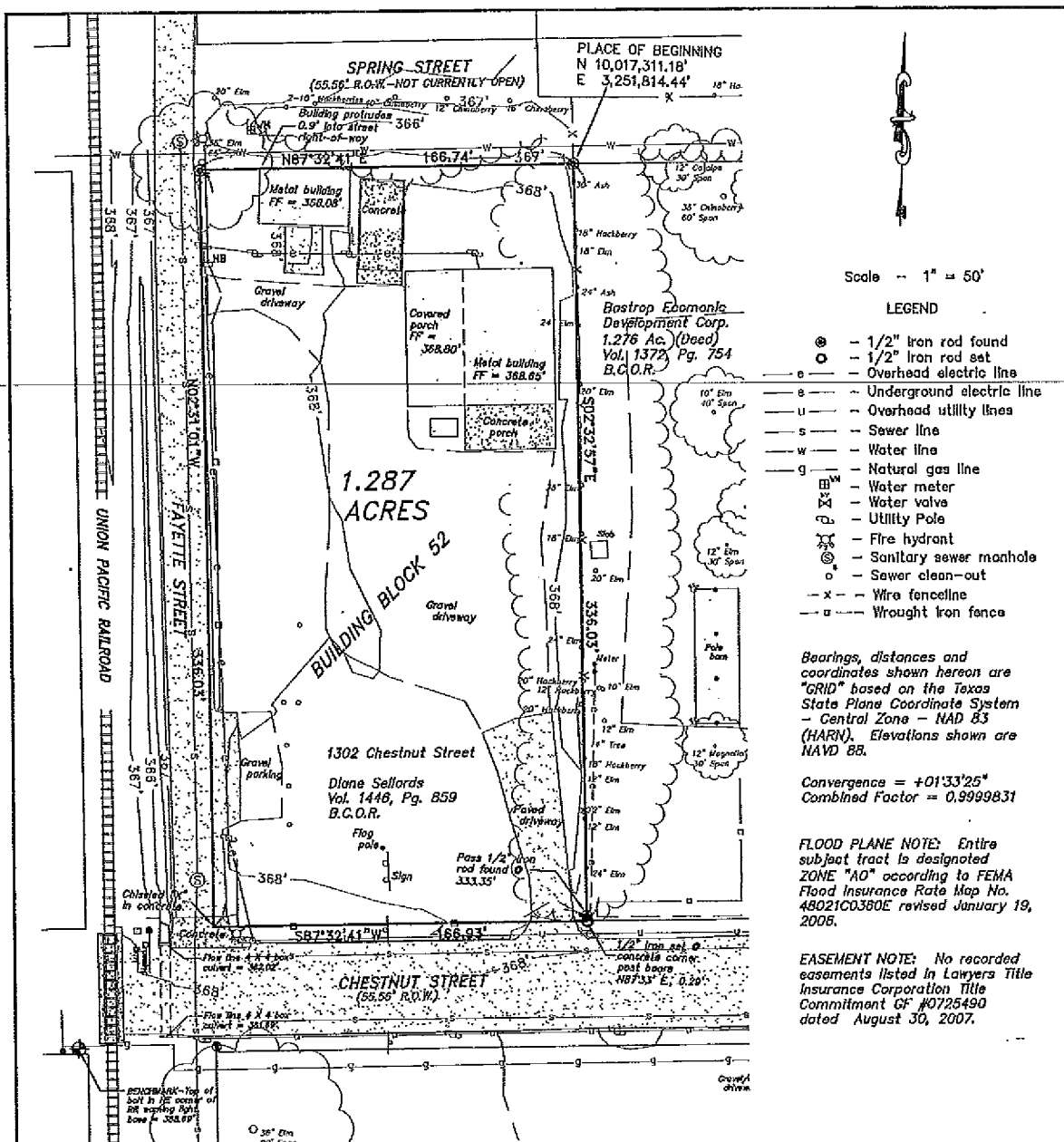


Teresa Valdez
Notary Public, State of Texas

EXHIBIT A

[MAP]

A tract of land in Bastrop County, Texas, identified as 1.287 acre tract and according to the map or plat thereof, recorded in, Plat Records, Bastrop County, Texas.



Scale -- 1" = 50'

LEGEND

- ⊙ - 1/2" iron rod found
- - 1/2" iron rod set
- e — Overhead electric line
- s — Underground utility line
- u — Overhead utility lines
- s — Sewer line
- w — Water line
- g — Natural gas line
- ⊠ — Water meter
- ⊞ — Water valve
- ⊕ — Utility Pole
- ⊙ — Fire hydrant
- ⊙ — Sanitary sewer manhole
- — Sewer clean-out
- x - Wire fence
- □ - Wrought iron fence

Bearings, distances and coordinates shown hereon are "GRID" based on the Texas State Plane Coordinate System - Central Zone - NAD 83 (HARN). Elevations shown are NAVD 88.

Convergence = +01'33"25"
 Combined Factor = 0.9999831

FLOOD PLANE NOTE: Entire subject tract is designated ZONE "AO" according to FEMA Flood Insurance Rate Map No. 48021C0380E revised January 19, 2005.

EASEMENT NOTE: No recorded easements listed in Lawyers Title Insurance Corporation Title Commitment CF #0725490 dated August 30, 2007.

PLAT SHOWING THE SURVEY OF A 1.287 ACRE TRACT, BEING A PART OF BUILDING BLOCK 52 EAST OF WATER STREET ACCORDING TO THE PLAT OF THE CITY OF BASTROP RECORDED IN PLAT CABINET 1, SLIDE 23A OF THE PLAT RECORDS OF BASTROP COUNTY, AND BEING THAT SAME TRACT DESCRIBED AS 1.275 ACRES IN A DEED FROM WOODROW FROELICH TO DIANE C. SELLARDS DATED JUNE 15, 2004 AND RECORDED IN VOLUME 1446, PAGE 859 OF THE OFFICIAL RECORDS OF BASTROP COUNTY

STATE OF TEXAS
 COUNTY OF BASTROP

I, Kevin Von Minden, a Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground, that this plat correctly represents the facts found at the time of the survey, and that this professional service conforms to the current Texas Society of Professional Surveyors Standards and Specifications for a Category IA, Condition I Land Title Survey.

Kevin Von Minden
 Kevin Von Minden, R.P.L.S.
 Registration No. 4438
 BEFCO ENGINEERING, INC.
 La Grange, Texas
 379-968-6474
 December 4, 2007





COMMERCIAL INSURANCE APPLICATION APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

4/30/2008

AGENCY Siegeler Insurance Agency 172 West Austin Street Giddings TX 78942-3294 PHONE (A/C, No, Ext): (979) 542-3449 FAX (A/C, No): (979) 542-0469 E-MAIL ADDRESS: bigmike@siegins.com CODE: 9106 SUB CODE: AGENCY CUSTOMER ID: 00004376		CARRIER Northfiled Ins Co POLICIES OR PROGRAM REQUESTED	NAIC CODE:	UNDERWRITER	UNDERWRITER OFF.
INDICATE SECTIONS ATTACHED		EQUIPMENT FLOATER		GARAGE AND DEALERS	
PROPERTY		INSTALLATION/BUILDERS RISK		VEHICLE SCHEDULE	
GLASS AND SIGN		ELECTRONIC DATA PROC		BOILER & MACHINERY	
ACCOUNTS RECEIVABLE/ VALUABLE PAPERS		COMMERCIAL GENERAL LIABILITY		WORKERS COMPENSATION	
CRIME/MISCELLANEOUS CRIME		BUSINESS AUTO		UMBRELLA	
TRANSPORTATION/ MOTOR TRUCK CARGO		TRUCKERS/MOTOR CARRIER			

STATUS OF TRANSACTION

PACKAGE POLICY INFORMATION

QUOTE	<input checked="" type="checkbox"/>	ISSUE POLICY	<input type="checkbox"/>	RENEW	<input type="checkbox"/>	ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.				
BOUND (Give Date and/or Attach Copy):						PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
CHANGE	DATE	TIME	<input checked="" type="checkbox"/>	AM		5/5/2008	5/5/2009	DIRECT BILL		
CANCEL	5/5/2008	12:01		PM				<input checked="" type="checkbox"/>	AGENCY BILL	

APPLICANT INFORMATION

NAME (First Named Insured & Other Named Insureds) Bastrop 1832 Farmers Market				MAILING ADDRESS INCL ZIP+4 (of First Named Insured) 220 Zapalac Road Smithville TX 78957						
FERN OR SOC SEC # (of First Named Insured):				PHONE (A/C, No, Ext): (512) 360-4799						
E-MAIL ADDRESS(ES): abradshaw4799@esagelink.com				WEBSITE ADDRESS(ES):						
<input type="checkbox"/>	INDIVIDUAL	<input type="checkbox"/>	CORPORATION	<input checked="" type="checkbox"/>	SUBCHAPTER "S" CORPORATION NOT FOR PROFIT ORG	<input type="checkbox"/>	LLC	OR BUREAU NAME	ID NUMBER	DATE BUS STARTED
<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	JOINT VENTURE	<input type="checkbox"/>		<input type="checkbox"/>	NO. OF MEMBERS AND MANAGERS			
INSPECTION CONTACT:						ACCOUNTING RECORDS CONTACT:				
PHONE (A/C, No, Ext):				E-MAIL ADDRESS:		PHONE (A/C, No, Ext):		E-MAIL ADDRESS:		

PREMISES INFORMATION

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	# EMPLOYEES	ANNUAL REVENUES	% OCCUPIED
1	1	220 Zapalac Road Smithville TX 78957 Bastrop	INSIDE	OWNER				
			OUTSIDE	TENANT				
			INSIDE	OWNER				
			OUTSIDE	TENANT				

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)

Farmers Market - sells produce

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO	EXPLAIN ALL "YES" RESPONSES	YES	NO
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY?		<input checked="" type="checkbox"/>	8. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).		
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?		<input checked="" type="checkbox"/>	9. ANY UNCORRECTED FIRE CODE VIOLATIONS?		<input checked="" type="checkbox"/>
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?		<input checked="" type="checkbox"/>	10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST 5 YEARS?		<input checked="" type="checkbox"/>
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?		<input checked="" type="checkbox"/>	11. HAS BUSINESS BEEN PLACED IN A TRUST? IF YES, NAME OF TRUST:		
4. ANY CATASTROPHE EXPOSURE?		<input checked="" type="checkbox"/>	12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD/DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)		
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?		<input checked="" type="checkbox"/>			
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? (Not applicable in MO)		<input checked="" type="checkbox"/>			
7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION, ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?		<input checked="" type="checkbox"/>			

REMARKS/PROCESSING INSTRUCTIONS (Attach additional sheets if more space is required)

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR, or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied)
--

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND CERTIFIES THAT REASONABLE ENQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. BE SURE CERTIFIES THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.
--

APPLICANT'S SIGNATURE <i>Paula A Bradshaw</i>	DATE 4/30/2008	PRODUCER'S SIGNATURE	NATIONAL PRODUCER NUMBER
--	-------------------	----------------------	--------------------------

ACORD 125 (2005/08)

PLEASE COMPLETE PAGE 2

© ACORD CORPORATION 1993-2005

INS125 (200506).02a

Page 1 of 2

CONTRACTORS

EXPLAIN ALL "YES" RESPONSES (For past or present operations)	YES	NO	EXPLAIN ALL "YES" RESPONSES (For past or present operations)	YES	NO
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?		X	4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?		X
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?		X	5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?		X
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?		X	6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?		X
REMARKS/DESCRIBE THE TYPE OF WORK SUBCONTRACTED	\$ PAID TO SUB-CONTRACTORS:		% OF WORK SUBCONTRACTED:	# FULL-TIME STAFF:	# PART-TIME STAFF:

PRODUCTS/COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)	YES	NO	EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation)	YES	NO
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?		X	6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?		X
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS?		X	7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?		X
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?		X	8. PRODUCTS UNDER LABEL OF OTHERS?		X
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?		X	9. VENDORS COVERAGE REQUIRED?		X
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?		X	10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?		X

PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC

ADDITIONAL INTEREST/CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
ADDITIONAL INSURED					LOCATION:	BUILDING:
LOSS PAYEE					VEHICLE:	BOAT:
MORTGAGEE					SCHEDULED ITEM NUMBER:	
LIENHOLDER					OTHER	
EMPLOYEE AS LESSOR						
ITEM DESCRIPTION:						

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	YES	NO	EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	YES	NO
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?		X	12. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?		X
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?		X	13. ANY DEMOLITION EXPOSURE CONTEMPLATED?		X
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)		X	14. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?		X
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST 5 YEARS?		X	15. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?		X
5. MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?		X	16. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?		X
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?		X	17. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?		X
7. ANY PARKING FACILITIES OWNED/RENTED?		X	18. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE YEARS?		X
8. IS A FEE CHARGED FOR PARKING?		X	19. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?		X
9. RECREATION FACILITIES PROVIDED?		X	20. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?		X
10. IS THERE A SWIMMING POOL ON THE PREMISES?		X			
11. SPORTING OR SOCIAL EVENTS SPONSORED?		X			

REMARKS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY:SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, HI, NE, OH, OK, OR or VT; in DC, LA, ME, TN and VA, insurance benefits may also be denied).

ACORD 126 (2005/08)

ATTACH TO APPLICANT INFORMATION SECTION



COMMERCIAL GENERAL LIABILITY SECTION

DATE (MM/DD/YYYY)

4/30/2008

AGENCY Siegeler Insurance Agency 172 West Austin Street Giddings TX 78942-3294 CODE: 9106 AGENCY CUSTOMER ID: 00004376	PHONE (AC, No, Ext): (979) 542-3449 FAX (AC, No): (979) 542-0469 SUB CODE:	APPLICANT (First Named Insured) Bastrop 1832 Farmers Market	EFFECTIVE DATE 5/5/2008	EXPIRATION DATE 5/5/2009	DIRECT BILL <input checked="" type="checkbox"/> AGENCY BILL	PAYMENT PLAN	AUDIT
---	--	---	-----------------------------------	------------------------------------	--	--------------	-------

COVERAGES	LIMITS	PREMIUMS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GENERAL AGGREGATE \$ 2,000,000	
<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE	PRODUCTS & COMPLETED OPERATIONS AGGREGATE \$ 2,000,000	PREMISES/OPERATIONS
<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROTECTIVE	PERSONAL & ADVERTISING INJURY \$ 1,000,000	
	EACH OCCURRENCE \$ 1,000,000	
DEDUCTIBLES	DAMAGE TO RENTED PREMISES (each occurrence) \$ 100,000	PRODUCTS
<input type="checkbox"/> PROPERTY DAMAGE \$	MEDICAL EXPENSE (Any one person) \$ 5,000	
<input type="checkbox"/> BODILY INJURY \$	EMPLOYEE BENEFITS \$	OTHER
		TOTAL

OTHER COVERAGES, RESTRICTIONS AND/OR ENDORSEMENTS (For hired/non-owned auto coverages attach the applicable state Business Auto Section, ACORD 137)

SCHEDULE OF HAZARDS

LOC #	HAZ #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	RATE		PREMIUM	
							PREM/OPS	PRODUCTS	PREM/OPS	PRODUCTS
1		Produce sales		\$ Gross	150,000					

RATING AND PREMIUM BASIS (S) GROSS SALES - PER \$1,000/SALES (P) PAYROLL - PER \$1,000/PAY (A) AREA - PER 1,000/SQ FT (C) TOTAL COST - PER \$1,000/COST (M) ADMISSIONS - PER 1,000/ADM (U) UNIT - PER UNIT (T) OTHER

CLAIMS MADE (Explain all "Yes" responses)		EMPLOYEE BENEFITS LIABILITY	
1. PROPOSED RETROACTIVE DATE:		1. DEDUCTIBLE PER CLAIM: \$	
2. ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COV:		2. NUMBER OF EMPLOYEES:	
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF-INSURED FROM ANY PREVIOUS COVERAGE?		3. NUMBER OF EMPLOYEES COVERED BY EMPLOYEE BENEFITS PLANS:	
YES NO		4. RETROACTIVE DATE:	
4. WAS THIS COVERAGE PURCHASED UNDER ANY PREVIOUS POLICY?			
YES NO			
REMARKS		REMARKS	

PRIOR CARRIER INFORMATION

LINE	CATEGORY	CLAIMS MADE		OCCURRENCE		CLAIMS MADE		OCCURRENCE		CLAIMS MADE		OCCURRENCE		CLAIMS MADE		OCCURRENCE	
GENERAL COMMERCIAL LIABILITY	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	RETRO DATE																
	EFF-EXP DATE																
	GENERAL AGGREGATE																
	PRODUCTS COMP OP																
	AGGREGATE																
	PERSONAL & ADV INJ																
	EACH OCCURRENCE																
	FIRE DAMAGE																
	MEDICAL EXPENSE																
	BODILY OCCURRENCE																
	INJURY AGGREGATE																
AUTOMOBILE	PROPERTY OCCURRENCE																
	DAMAGE AGGREGATE																
	COMBINED SINGLE LIMIT																
	MODIFICATION FACTOR																
	TOTAL PREMIUM																
	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	EFF-EXP DATE																
	COMBINED SINGLE LIMIT																
	BODILY EA PERSON																
	INJURY EA ACCIDENT																
	PROPERTY DAMAGE																
	MODIFICATION FACTOR																
TOTAL PREMIUM																	
PROPERTY	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	EFF-EXP DATE																
	BUILDING AMT																
	PERS PROP AMT																
	MODIFICATION FACTOR																
TOTAL PREMIUM																	
	CARRIER																
	POLICY NUMBER																
	POLICY TYPE																
	EFF-EXP DATE																
	LIMIT																
	MODIFICATION FACTOR																
TOTAL PREMIUM																	

LOSS HISTORY

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE PRIOR 5 YEARS (3 YEARS IN KS & NY)

DATE OF OCCURRENCE	LINE	TYPE/DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	CLAIM STATUS	
						CHK HERE IF NONE	SEE ATTACHED LOSS SUMMARY
						OPEN	CLSD

REMARKS NOTE: FIDELITY REQUIRES A FIVE YEAR LOSS HISTORY

ATTACHMENTS

STATE SUPPLEMENT(S) (if applicable)

COPY OF THE NOTICE OF INFORMATION PRACTICES (PRIVACY) HAS BEEN GIVEN TO THE APPLICANT. (Not applicable in all states, consult your agent or broker for your state's requirements.)

NOTICE OF INSURANCE INFORMATION PRACTICES PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT POLICY RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. YOU HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND CAN REQUEST CORRECTION OF ANY INACCURACIES. A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING SUCH INFORMATION IS AVAILABLE UPON REQUEST. CONTACT YOUR AGENT OR BROKER FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US.

CITY OF BASTROP P. O. Box 427 BASTROP, TEXAS 78602 512-321-3941	CASH RECEIPT		Date <u>5-5</u> 20 <u>08</u>	18556																
	Received From <u>Bastrop 1832 Farmers Market</u>																			
	Address <u>1302 Chestnut Bastrop</u>																			
	<u>Two + 00/100</u>																			
	For <u>2 months rent</u> rent <u>1832 Farmers Market</u>			Dollars <u>\$2.00/100</u>																
<table border="1"> <thead> <tr> <th colspan="2">ACCOUNT</th> <th colspan="2">HOW PAID</th> </tr> </thead> <tbody> <tr> <td>AMT. OF ACCOUNT</td> <td></td> <td>CASH</td> <td></td> </tr> <tr> <td>AMT. PAID</td> <td></td> <td>CHECK</td> <td style="text-align: center;">2 00</td> </tr> <tr> <td>BALANCE DUE</td> <td></td> <td>MONEY ORDER</td> <td></td> </tr> </tbody> </table>		ACCOUNT		HOW PAID		AMT. OF ACCOUNT		CASH		AMT. PAID		CHECK	2 00	BALANCE DUE		MONEY ORDER		By <u>[Signature]</u>		
ACCOUNT		HOW PAID																		
AMT. OF ACCOUNT		CASH																		
AMT. PAID		CHECK	2 00																	
BALANCE DUE		MONEY ORDER																		

BASTROP 1832 FARMERS MARKET		1026 88-495/1149
		05-05-08 DATE
PAY TO THE ORDER OF <u>City of Bastrop</u>		\$2.00/100
<u>Two dollars + 00/100</u>		DOLLARS Security Feature's Details on Back
<small>FIRST NATIONAL BANK of Bastrop, Texas Bastrop County's First Since 1833 1302 Chestnut P.O. Drawer 4 Bastrop, TX 78602</small>		
FOR <u>May Anne Rendon</u>		<u>[Signature]</u>
⑆ 114904953⑆ 1026 ⑆ 16008200⑆		

Report of Business for Bastrop 1832 Farmers Market Year 2008

Opened for business on May 9th, generating over \$2300 in sales the first week, with more than a dozen vendors over the two days. Friday and Saturday.

Have maintained a wide range of vendors offering fresh vegetables and fruit, grass fed beef, Berkshire Pork, Pastured Poultry, Yard Eggs, Goat Cheese, Prepared Foods, Soaps, Candles & Incense, Jewelry, Pottery & Photography, Plants, Herbs & Trees, & Gourd Art.

Sponsored a number of promotions at the market (to coincide with 2nd Saturday Promotions downtown):

July: Basil Fest

August: Endless Summer

September: A Taste of Chicken

October: Hogtober Fest

October: Kids Halloween Dress Up Contest

November: A sampling of Seasonal items

December: Winter Celebration

8 month total: \$92,948 gross vendor sales.

Paid Membership is 24, usually 8-10 vendors at a given market.

Changed days of operation Jan 2009 to Tuesday and Saturday markets to give greater accessibility for fresh foods to our customers with very positive response from customers. Just added 3 more vendors: a pie maker, a potter and a photographer.

Certified Farmers Market by Texas Dept of Ag.

Member of Go Texan program of the Texas Dept of Ag.

Certified by Dept of Health to accept WIC vouchers

Bastrop Chamber of Commerce member

Hospitality table with free water and free recipes for customers

Brochures available at Bastrop Producers Market & other locations

Sandwich Boards Downtown

Web site developed by Studio 1C, with email signup for customers to receive enewsletter about the market. Newsletters sent out regularly at least once a month.

~~Hosted dog adoption non-profit to place homeless-dogs, several were adopted~~

Participated in M. D. Anderson Science Park Employee Fair, Smithville, May 2008

Participated in NatureFest Sept 27, 2008, handing out hundreds of brochures

Hosted Harvest Art Fest, November 28 & 29, 2008, with over 50 fine arts & craft vendors, generating hundreds of customer visits, (est. between 700 & 1000 both days total)

Community:

Established a school Garden for Mina Elementary, fall 2008

Began work for community garden near Shiloh (Trinity Zion)

Ongoing Food Drive for Bastrop Food Pantry started (box at hospitality table)

Free cooking demos on regular basis with samples and take home recipes

Accepting items for recycling: egg cartons, plastic bags and plant pots for reuse by our vendors

Upcoming Plans

Demonstration/educational Gardens on future Farmers Market site

Produce from Garden to be donated to Food Pantry

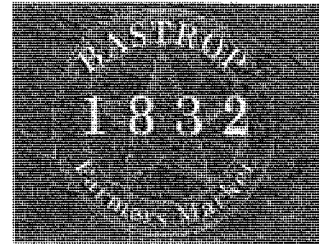
Community Bulletin Board for small business people to exchange information and business cards.

Advertise for swap/trade or sale of agricultural associated items

Working with Stephen Brown to bring in live music groups on Saturdays. Have already had several groups performing.

End of year monies in excess of projected budget expenses for market will be donated to local non-profit agencies, i.e.. CASA, Family Crisis Center, Children's Advocacy Center & Food Pantry.

Will be sponsoring Raffle/charity Drive with Heart 'O the Pines Fire Department



Summary of Activities To Achieve 501(c)3 Status

The Bastrop 1832 Farmers Market began in May of 2008. Prior to the opening of the Farmers Market, the Board of Directors had begun the process to obtain 501(c)(3) non-profit status.

The first step was to apply to the Secretary of State of Texas. The Farmers Market received non-profit status with Texas shortly after application in the spring of 2008. Once this was completed, the Farmers Market began the arduous task of applying for non-profit status with the Internal Revenue Service.

Initially, the process looked fairly straightforward. However, as the process progressed and the specific requirements became known, it was decided by the Board that we would seek professional assistance. Mr. Christian Callens has represented and is currently working on our behalf in creating the 501(c)(3), and in interfacing with the IRS.

Under his recommendations, Bastrop 1832 Farmers Market instituted several actions to promote its 501(c)(3) status. These included;

- Educational outreach to increase awareness of the availability of local, sustainable foods
- Festivals promoting local artisans works at the market
- Two community gardens – one at Emil Elementary and one on Shilo Road – to encourage healthy eating
- Monthly events highlighting different foods and their preparation

After a substantial filing to show both the character of the Bastrop 1832 Farmers Market and all of the non-profit actions it has taken and proposes to take, the IRS conditionally refused the non-profit status. Mr. Callens is currently filing additional material to bolster the Market's claim to being a non-profit status. We will not know the final ruling until after the beginning of March.



Erika Bradshaw
Board Member
Bastrop 1832 Farmers Market
512-360-4799
Dolores Svoboda Leeper
Secretary/Treasurer
Bastrop 1832 Farmers Market
512-360-4502

Bastrop 1832 Farmers Market
1302 Chestnut St. Bastrop, TX
www.bastrop1832farmersmarket.org

March 8, 2010

Mike Talbot
City Manager
P.O. Box 427
Bastrop, TX 78602

Dear Mr. Talbot,

We wish to thank you for the opportunity to use the city's site for our Farmers Market. We have worked hard these past two years to build a market that offers a 'Destination Location' for both locals and visitors to Bastrop with a variety of fresh produce, meats, plants, prepared foods and artisan goods. Attached is a list of our accomplishments to date, future plans and our ideas for the development of this site. We recognize your concerns for this location, that it be utilized to its fullest potential. We believe we can best satisfy these concerns and meet your qualifications for this site. Our request is that you include our proposal for consideration in the development of the future plans for 1302 Chestnut St.

Sincerely,

Erika A. Bradshaw
Erika Bradshaw

Dolores S. Leeper
Dolores Svoboda Leeper

Bastrop 1832 Farmers Market

Accomplishments to Date

About our Market

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

Our vendors generated over \$121,000 in sales during our first full year of operation (2009), keeping Bastrop monies local and generating taxable income for the city. We are building a "Destination Location" attraction for the city.

Some of the **Community Outreach** we did last year:

- Provided monthly cooking demonstrations with samples and recipes, featuring local produce and meats.
- Offered gardening seminars, providing agricultural information to the public.
- Built 3 school & community gardens for demonstration, education and produce distribution.
- Donated over 200 pounds of fresh produce to our local food pantry & additional cash donations.
- Donated to Family Crisis Center "Festival of Trees".
- Hosted collection box for "Pink Santa".
- Provided free space for Friends of Bastrop Animal shelter to sell cookbooks.
- Worked in conjunction with BAFA to present Harvest Art Fest. (2008 & 2009)
- Provided a "Book Swap" corner, to share books and magazines.
- Provided free recipe and gardening handouts.
- Provided recycling bins for aluminum and plastic, egg cartons & plant pots.
- Planned our upcoming "Farm to Plate" dinner, profits to benefit local charities such as the local food pantry

Plans for 2010

- Host a fabulous Farm to Table Charity Dinner Event to raise money for several local charities.
- Extend our community garden projects to more organizations and schools.
- Add rain water collection system to market building for demonstration, education and on-site watering needs.
- Add another demonstration garden to market ground featuring perennials, annuals and herbs.
- Plan a larger 'Farm to Plate' dinner with more donations to local charities.
- Plan community oriented activity each month (cook-offs, etc).
- Host fundraiser with Two Wheels of Texas.
- Provide free space to other non-profit organizations.
- Continue gardening seminar series.

2010 Events at Market

MARCH

Saturday, March 13, 11am - Gardening Seminar-Preparing for Spring Gardening.

Saturday, March 20-Singer Terry Lynn Moore, throughout Market Hours 10am-2pm.

Free of charge.

Saturday, March 27, 11am - Cooking Demo- Free of charge.

APRIL

Saturday, April 3, 11am - Garden seminar-

Saturday, April 10, 11am - Cooking Demo. Learn how to prepare seasonal dishes from fresh ingredients available at the Market. Demonstration, sampling and recipe handouts. Free of charge.

Saturday, April 17, 11am - Gardening Seminar

Saturday, April 24-(Yesterfest) Events TBA

MAY

Saturday, May 1-Herb Day Events

Saturday, May 8-2nd Birthday of Market Celebration & Mom's Day Events

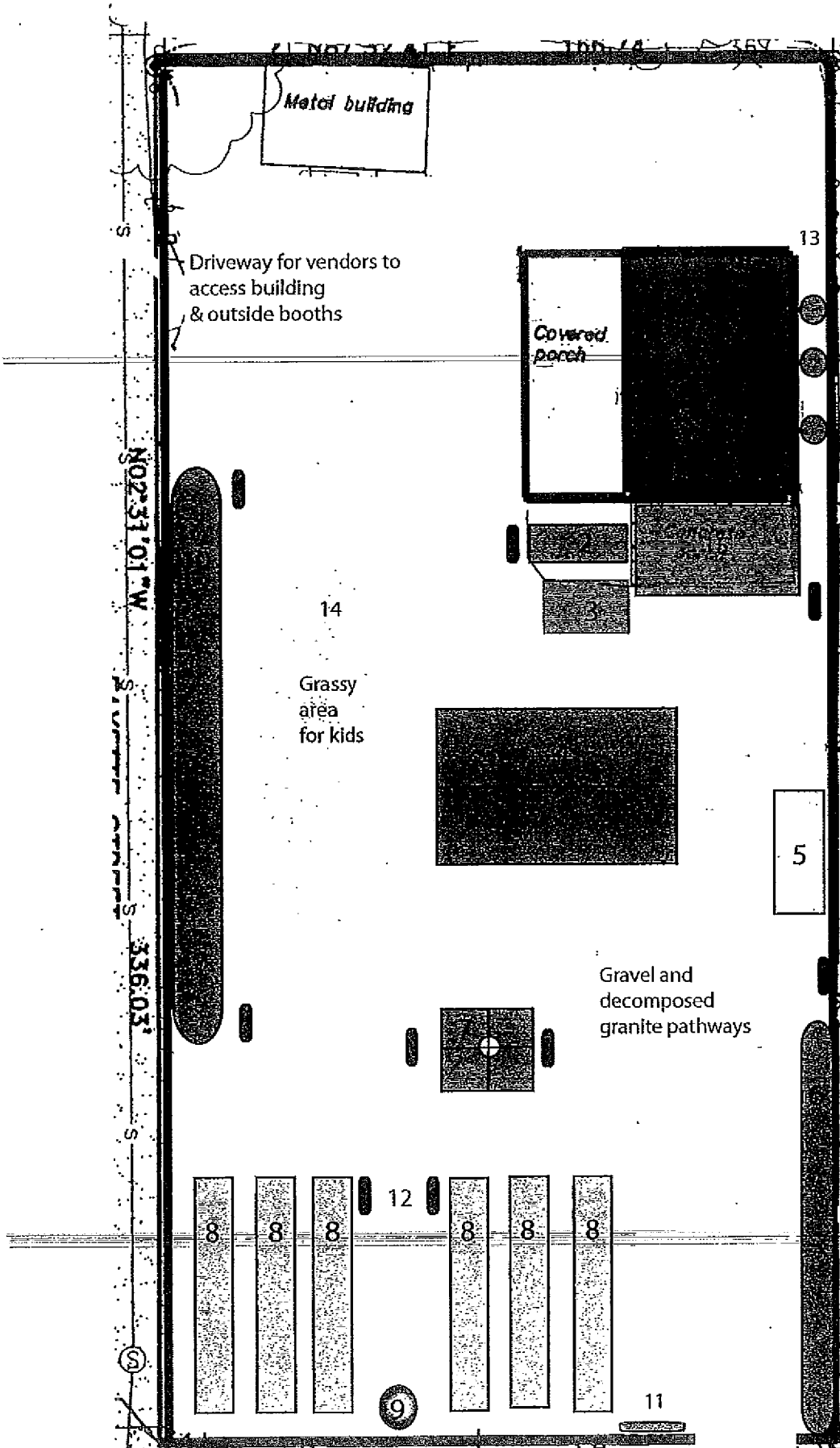
Saturday, May 15, 11am - Earth Kind Roses Gardening seminar

Bastrop 1832 Farmers Market

Our Plan for developing the land at 1302 Chestnut St.

Site Key (Not to Scale)

- 1 Market Building
- 2 Demo Garden
- 3 Demo shed (10 x 15)
- 4 Vendor Stalls (with covered center aisle)
- 5 Pergola (10 x 20) with tables & chairs
- 6 Butterfly Garden with Purple Martin & Blue Bird Houses
- 7 Herb Garden with Bird Bath Raised beds with edging, handicap accessible
- 8 Demonstration & Giving Garden - 6 beds 3 x 50 ft
- 9 Farmers Market Cistern on supports that are benches
- 10 Native Tree bed, featuring Loblolly Pines
- 11 Marque at entrance with events
- 12 lots of benches
- 13 Rain barrels to water gardens
- 14 Grassy area for kids to play
- 15 Live music area



Bastrop 1832 Farmers Market - Development of Market site

Recently there has been some discussion about the best use for the parcel currently occupied by the Bastrop 1832 Farmers Market. We propose the following ideas to help make this corner of Bastrop an Urban Park, featuring wildlife preserve, demonstration gardens, a handicap accessible herb garden, bird house habitat, that also has a wonderful Farmers Market. Please refer to map following.

1. Market Building—to be used by the artisan & prepared foods part of the market

2. Demo Garden—about 15 x 4, featuring annuals and perennials
3. Demo shed (10 x 15)-pole barn construction to match other buildings-enclosed on north and west sides, with solid floor, as a place for cooking demonstrations and a variety of lectures.
4. Vendor Stalls (with covered center aisle) for up to 16 farmer vendors
5. Pergola (10 x 20) with tables & chairs for resting, relaxing and even enjoying lunch
6. Butterfly Garden with Purple Martin & Blue Bird Houses (a long bed on east side of land full of colorful annuals and perennials, a few shrubs)
7. Herb Garden with Bird Bath, Raised beds with edging to sit upon, handicap accessible (pavers or decomposed granite)
8. Demonstration & Giving, Garden - 6 beds 3 x 50 ft
9. Farmers Market Cistern on supports that are benches
10. Native Tree bed, featuring Loblolly Pines, red buds, crepe myrtle, select shrubs. Later addition of Garden Railroad.
11. Marque at entrance with events listed, plus brochures
12. Lots of benches throughout for sitting and observing
13. Rain barrels to water gardens
14. Grassy area for kids to play

Tree Grove, Butterfly Garden and Demo Flower Garden would be edged with timbers or stone. Most of the land would not have grass but pathways of decomposed granite to reduce maintenance and reduce water puddling and allow vendor vehicles access to their booths.

Tree Grove will also provide a noise barrier from railroad traffic.

All trees & plants are designed to replace natural habitat for local wildlife.

Farm to Table



A Gourmet Dining Event

Monday, April 12, 2010 at 7PM

1302 Chestnut St.

Hosted by Bastrop 1832 Farmers Market

Enjoy a 5 Course Gourmet Meal

Featuring all fresh, local, artisan Foods

Grown by Area Farmers & Ranchers

Produced & Prepared by Local Chefs

BYOB

Live music will be provided

**All profits will be given to Local Charities including
The Bastrop Food Pantry, Child Protective Service
& Children's Advocacy Center**

Ticket Information

\$ 100 per Couple

For Farm to Table Event

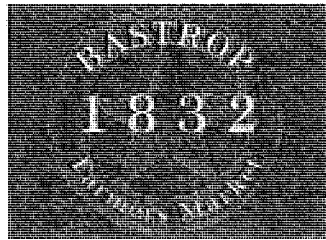
Monday, April 12 at 7PM

Checks payable to Bastrop 1832 Farmers Market

c/o Dolores Leeper, Secretary/Treasurer

145 Easley Rd. Smithville, TX 78957

Additional Information: 360-4799 or 360-4502



Bastrop City Council
Bastrop, Texas

Honorable Mayor and Council;

The Bastrop 1832 Farmers Market wished to request the opportunity to speak before you on August 11, 2009. We wish have one of our directors come before you to discuss the issue of signage for our Farmers Market at 1209 Chestnut Street.

We have complied with the requests of the City of Bastrop regarding signage on the site. We now have specific signs that have been deemed in compliance.

Our request to present before you is in regard to signage fees. We wish to make the case for reduction or removal of the fees due to our non-profit status and other variables regarding services that the Farmers Market supplies to the greater community.

We thank you in advance for the opportunity to present our case and points to you.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Ann Jacobs". The signature is written in black ink and is positioned above the printed name and title.

Patricia Ann Jacobs
Director, Bastrop 1832 Farmers Market

Mike said to delay this, there are other issues.

TV

Executive Summary

Bastrop's 1832 Farmers Market offers Bastrop the opportunity to join the cutting edge of the fast growing sustainable food movement. The Market, with its central location on Chestnut Street next to the proposed Convention Center, has the ability to become a major draw for both local shoppers and for out-of-town visitors. It can be made into a unique agricultural and artisan experience for the Central Texas region that highlights all of the distinctive resources of the area still present in Bastrop and nowhere else.

The Market will offer fresh, local products such as produce, meats, eggs, canned and baked goods, as well as value added items to a growing sustainable foods consumer market. It will also offer high quality and one-of-a-kind artisan products and art that will tap into the large artist colony developing around Bastrop. With proper promotion, the Market can greatly enhance and compliment the tourist draw of the Hyatt Resort and the many Bed and Breakfasts. It will also offer an additional event destination for visitors using the Colorado River and ecotourism resources in and around the City of Bastrop.

Farmers Markets are one of the fastest growing segments of the food industry. Since 1994, farmers markets in the United States have grown over 120 percent, going from 1,700 in 1994 to over 3,700 in 2004 and projected to be well over 7,000 by the end of 2010¹. They now generate over one billion dollars a year in sales. The development of a viable and growing Farmers Market in Bastrop will not only bring sales dollars directly to the city, but will offer a marketing outlet for an important and growing agricultural industry in our county. Proposed outreach programs between the Market and the community will also promote job opportunities and small business expansion in this sector.

The Market is geographically situated to tap into the ever growing natural and sustainable foods market -- expanding at over 25 percent a year. It's central location in Bastrop ideally places it to take advantage of the growing population of the county and to pull large numbers of customers out of the Austin metroplex and surrounding Central Texas region. With careful planning and promotion, the Market can go hand-in-hand with Bastrop's Main Street and the Colorado River to become a unique weekly event -- such as the main street area of Fredricksburg, or Gerogetown -- to pull in large numbers of visitors and guest.

¹ Latest collected update from the U.S. Department of Agriculture.

Summary of Proposal

The Bastrop's 1832 Farmers Market proposes to the City of Bastrop to create a viable, growing Farmers Market located on Chestnut Street near the site of the proposed City Convention Center. The Board of Directors of the Market are all producers and vendors with several years of experience with Farmers Markets who are fully committed to the development of a regionally unique, aggressively expanding forum for agricultural and artisan products.

It is our belief that the Bastrop's 1832 Farmers Market can

- Pull in a growing number of vendors year over year
 - Create a unique one-of-a-kind experience for the Central Texas Region
 - Be a large draw for out-of-town visitors who are coming to Bastrop
 - Compliment other local destination draws, such as the Hyatt and the Colorado River to pull more tourist into overnight stays
 - Expand the market for local producers
 - Offer opportunities for our youth to explore vocations in agriculture
-

Statement of Purpose

The Bastrop's 1832 Farmers Market will operate in accordance with all city, county, state and federal laws, for the benefit of farmers and customers alike. The mission of the market is to provide Bastrop and the surrounding region with locally grown foods and farm products in a direct farm-to-consumer marketing venue that will serve diverse populations, preserve and promote region agriculture and improve our quality of life.

The Market is a non-profit 501 (c) 3 organization. The mission of the Market is to create a food secure community by improving access to local, healthy, affordable food for children and adults around the Bastrop area.

Further goals that the Market strives to achieve are increased education about and support of regional agriculture. The Market believes that small family farms and ranches are essential to the local, sustainable agricultural economy, and it is committed to making economic and educational connections between urban residence and local farmers and ranchers.

The predominant product emphasis of the Market will be on the farm and ranch products from the region, but the Market will also host some craft vendors and producers of ready-to-eat and valued-added products to support local, small crafters, artisans, and food-based entrepreneurs to increase local economic vitality.

Banks & Associates

2400 FM 32 San Marcos, Texas 78666
(512) 847-3803

*Mize -
Farmers' Market
Set of 4.1*

PHASE I ENVIRONMENTAL SITE ASSESSMENT

**Performed At:
1308 Chestnut Street
Bastrop County, Texas 78602
September 2003**

**Prepared for:
Bastrop Economic Development Corporation
and
VanGarD Engineering, Inc.
924 Main Street
Bastrop, Texas 78602**

Prepared by:

Erin K. Banks

Erin K. Banks
Principal

PHASE I ENVIRONMENTAL SITE ASSESSMENT

**Performed At:
1308 Chestnut Street
Bastrop County, Texas 78602
September 2003**

Section 4 ENVIRONMENTAL SETTING

The geologic, hydrogeologic, hydrologic and topographic conditions at the site were reviewed to evaluate the potential migratory pathways for hazardous substances and/or petroleum products from potential on or off-site sources into the soil or groundwater.

4.1 Surface Water Conditions

Flood Insurance Rate Maps developed by the Federal Emergency Management Agency were evaluated for the subject property. The site is not located within the 100-year floodplain.

A physical wetland delineation was not included in the scope of work for this project.

4.2 Site Geology

The Geologic Atlas of Texas, Austin Sheet prepared by the Bureau of Economic Geology at the University of Texas Austin was reviewed for this study. According to these maps the subsurface site geology consists of Fluvial terrace deposits of the Quaternary Age. This Formation consists of terrace deposits along streams including gravel, sand, silt, and clay in varying proportions. There are no faults mapped on the site.

Soil survey maps for Bastrop County prepared by the Natural Resource Conservation Service (NRCS) indicated that the soils on the site consist of Sayers fine sandy loam (Sa), nearly level, excessively drained sandy bottomland soils.

4.3 Groundwater

No site specific groundwater data was available for review at the time of this study. The local topography indicates that the groundwater flow direction is most likely towards Gill's Branch and finally the Colorado River. Fluctuations in groundwater levels are most likely variable depending upon the amount of rainfall, evaporation rates, season, and other similar conditions.



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 9D

TITLE:

Hold public hearing and consider action to approve Resolution No. R- 2017-61 of the City Council of the City of Bastrop, Texas, approval of the Second Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts being 1,516.768 acres out of the Jose Manuel Bangs survey, abstract A5, located west of F.M. 969 and east of F.M. 1209, within the City limits of Bastrop, Texas, repealing all conflicting resolutions; and providing an effective date.

STAFF REPRESENTATIVE:

Wesley Brandon, P.E., Director of Planning and Engineering

BACKGROUND/HISTORY:

The applicant is requesting an amendment to the existing Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts, to incorporate 25.728 acres into the agreement, revise the lot standards matrix and revise the process for future minor amendments.

The Colony MUD Consent Agreement was originally approved by City Council on February 10, 2004. The Consent Agreement describes the infrastructure design, construction, and land use standards that apply to the subdivision.

On May 24, 2016, the City Council approved the request for the First Amendment to the Consent Agreement, which revised the Consent Agreement to include specific land use standards, as well as define the procedure for subdivision plan review and construction inspections.

Addition of Acreage: City Council adopted Resolution No. R-2007-14 (Exhibit B of the Consent Agreement) on August 14, 2007, consenting to the annexation of 25.728 acres of land into the district. They are now going through the formal process to annex this area and are officially incorporating it in the Consent Agreement with this request.



Lot Standards Matrix Amendment: The lot standards matrix (Exhibit A of the Consent Agreement) includes land use categories for different types of housing and commercial structures. Each category includes lot standards and has a maximum percentage of acreage that can be utilized within the total Colony MUD area. The matrix was added to the agreement with the amendment in 2016. With the second amendment, the applicant is adding an additional single-family category, “Duplex/Townhome,” which is roughly equivalent to the Single-Family Attached housing type in the Zoning Ordinance. The maximum number of living unit equivalents for the project will remain limited to 2,500.

City of Bastrop Zoning Equivalent	¹ Zoning Category for the Colony (Colony - Zoning)	Min. Lot Area Sq. Ft.	Min. Dwelling Unit Size Sq. Ft.	Min. Lot Width	Min. Lot Depth	Min. Front Yard	Min. Interior Side Yard	Min. Side when two Story & Adj. SF Zoning	Min. Ext. Yard (See Sec. 43.3)	Min. Rear Yard	Min. Rear when two Story & Adj. SF Zoning	Max. Height of Building	Max. Lot Coverage by Building	² Maximum Percent of Acreage by Land Use Category
Single Family	Single Family Residential													
NA	Colony - E (Estate Lot)	10,000 Sq. Ft.	1800 Sq. Ft.	80'	120'	30'	10'		15'	25'		2.5 stories	40%	60%
NA	Colony - S (Standard Lot)	6,000 Sq. Ft.	1000 Sq. Ft.	50'	110'	20'	5'		15'	15'		2.5 stories	50%	40%
PD	Colony - G (Garden Home)	4,500 Sq. Ft.	1000 Sq. Ft.	45'	100'	20'	0' & 10'		15'	10'/20'		2.5 stories	50%	20%
SFA	Duplex / Townhome	3,000 Sq. Ft.	1000 Sq. Ft.	25'	100'	25'	5' & 5'		15'	10'/20'		2.5 stories	50%	10%
Multi-Family	Multi family													

Future Amendments (Minor vs Major): Section 5 of the Consent Agreement contains language that defines what would constitute a minor versus a major amendment and an administrative approval process for minor amendments.

“In order to streamline the amendment approval process at the City and make that process as efficient as possible, the Parties desire to distinguish between Major Amendments and Minor Amendments and establish a procedure for administrative approval by City staff of Minor Amendments. Accordingly and notwithstanding anything in the Consent Agreement to the contrary, the Parties hereby agree that Major Amendments will require approval by the City Council, and that Minor Amendments may be administratively approved by the City Manager (“City Manager”) through a process similar to the City’s administrative development review process. For purposes of this provision, a “Minor Amendment” is any amendment that 1) does not increase the maximum number of living unit equivalents projected within the Project to more than 2,500, 2) does not increase the traffic impacts of the development, and/or 3) has no significant adverse impact upon neighboring properties, the public, or persons who will occupy or use the proposed development; and a “Major Amendment” is any amendment that does not qualify as a Minor Amendment. If the Parties dispute the classification of an amendment as a Major Amendment or Minor Amendment, or if the City Manager does not approve a Minor Amendment, the Developer or any Successor District may appeal that decision to the City Council.”

Minor amendments will be submitted to the Planning & Engineering Department for review and approved by the City Manager. If a minor amendment is not approved or there is a dispute as to the classification of an amendment as minor, the appeal decision would go to City Council, as would any major amendment.

POLICY EXPLANATION:

The Local Government Code Section 42.042 and Water Code Section 54.016 give the City Council the authority to approve the creation and to establish land use standards and inspection requirements for development within a Municipal Utility District. This authorized with a Consent Agreement between the owner and the city.

The Code of Ordinances, Section 13.05 requires that a public hearing be held at both the Planning & Zoning Commission and City Council for approval of the Consent Agreement and any amendments. Further policy explanation is included in the attached Planning & Zoning Staff Report.

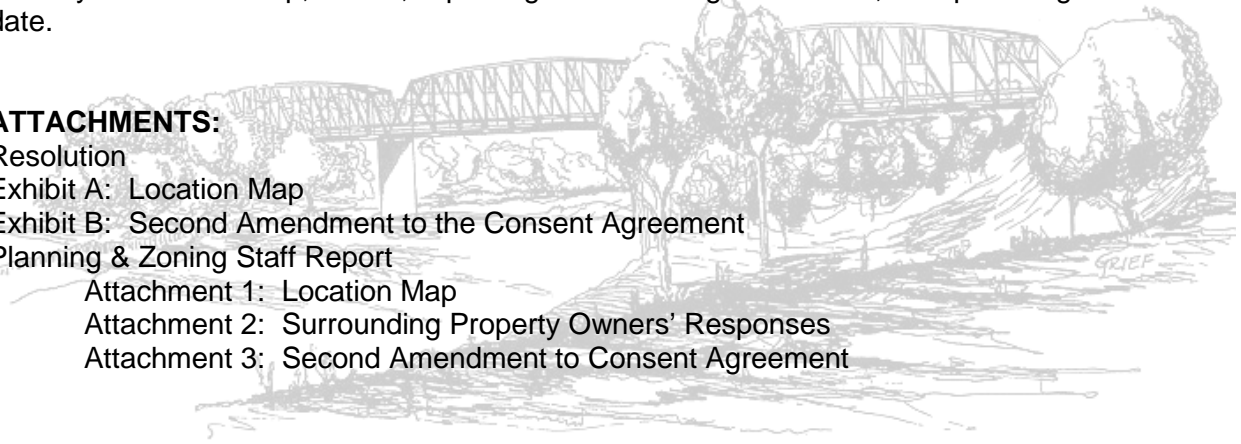
The Planning & Zoning Commission held a public hearing on July 27, 2017 and recommended by a vote of 7-0 to approval of the Second Amendment to the Consent Agreement for the Colony Municipal District No. 1 and Successor Districts.

RECOMMENDATION:

Hold public hearing and consider action to approve Resolution No. R- 2017-61 of the City Council of the City of Bastrop, Texas, approval of the Second Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts being 1,516.768 acres out of the Jose Manuel Bangs survey, abstract A5, located west of F.M. 969 and east of F.M. 1209, within the City limits of Bastrop, Texas, repealing all conflicting resolutions; and providing an effective date.

ATTACHMENTS:

- Resolution
- Exhibit A: Location Map
- Exhibit B: Second Amendment to the Consent Agreement
- Planning & Zoning Staff Report
 - Attachment 1: Location Map
 - Attachment 2: Surrounding Property Owners' Responses
 - Attachment 3: Second Amendment to Consent Agreement



RESOLUTION NO. R-2017-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE SECOND AMENDMENT TO THE CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS BEING 1,516.768 ACRES OUT OF THE JOSE MANUEL BANGS SURVEY, ABSTRACT A5, LOCATED WEST OF F.M. 969 AND EAST OF F.M. 1209, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Local Government Code Section 42.042, the Texas Water Code Section 54.016, the City Council is required to take action regarding municipal utility districts with the extra territorial jurisdiction and city limits; and

WHEREAS, the Bastrop Code of Ordinances, Article 13.05 requires a public hearing held before both the Planning & Zoning Commission and the City Council; and

WHEREAS, the Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts was approved by City Council on February 10, 2004, with the First Amendment to the Consent Agreement approved on May, 2016; and

WHEREAS, the City Council adopted Resolution R-2007-14 on August 14, 2007 to authorize the annexation of 25.728 acres into the Colony Municipal District No. 1; and

WHEREAS, the Bastrop Planning and Engineering Department has reviewed the above-referenced consent agreement found it is in compliance with the 2036 Comprehensive Plan, and Subdivision Ordinance; and

WHEREAS, the Planning & Zoning Commission held a public hearing and recommended approval by unanimous vote for the Second Amendment to the Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts; and

WHEREAS, notice of the request was sent in accordance with the Code of Ordinances, Article 13.05 Ordinance to notify the public.

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

Section 1: The Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts is hereby amended to with the following:

- a. Lot Standards. The Lot Standards attached as Exhibit "B" to the First Amendment ("*Original Lot Standards*") are hereby replaced with the Lot Standards attached as

Exhibit “A” to this Amendment (the “*Updated Lot Standards*”). The Updated Lot Standards will supersede and replace the Original Lot Standards for all purposes under the Consent Agreement; however, for the avoidance of doubt, the Updated Lot Standards will only apply to Future Phases, as defined in the First Amendment.

- b. *Consent to Annexation of Isbell and Archer Tracts.* By Resolution No. R-2007-14, a Resolution of the City of Bastrop, Texas Consenting to the Annexation of 25.728 Acres of Land into The Colony Municipal Utility District No. 1A and Containing Findings and Provisions Relating to This Subject dated August 14, 2007, a copy of which is attached to this Amendment as **Exhibit “C”** (the “*2007 Annexation Resolution*”), the City previously consented to the annexation of the 25.728 acre tract of land more particularly described in the 2007 Annexation Resolution (collectively, the “*Isbell and Archer Tracts*”) into the boundaries of District 1A. Such annexation has not yet occurred, and, due to the passage of time and the succession of “Developer” parties, District 1A’s bond counsel has recommended that the City ratify its consent to the annexation of the Isbell and Archer Tracts into the boundaries of District 1A before District 1A proceeds with such annexation. The 2007 Annexation Resolution provides that the City will provide additional confirmation of its consent upon request. Accordingly, the City hereby ratifies and confirms in all respects the 2007 Annexation Resolution and the annexation of the Isbell and Archer Tracts into the boundaries of District 1A.
- c. *Amendments.* Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, it is anticipated that the Parties may, from time to time, desire to make additional amendments to the Consent Agreement. In order to streamline the amendment approval process at the City and make that process as efficient as possible, the Parties desire to distinguish between Major Amendments and Minor Amendments and establish a procedure for administrative approval by City staff of Minor Amendments. Accordingly and notwithstanding anything in the Consent Agreement to the contrary, the Parties hereby agree that Major Amendments will require approval by the City Council, and that Minor Amendments may be administratively approved by the City Manager (“*City Manager*”) through a process similar to the City’s administrative development review process. For purposes of this provision, a “*Minor Amendment*” is any amendment that 1) does not increase the maximum number of living unit equivalents projected within the Project to more than 2,500, 2) does not increase the traffic impacts of the development, and/or 3) has no significant adverse impact upon neighboring properties, the public, or persons who will occupy or use the proposed development; and a “*Major Amendment*” is any amendment that does not qualify as a Minor Amendment. If the Parties dispute the classification of an amendment as a Major Amendment or Minor Amendment, or if the City Manager does not approve a Minor Amendment, the Developer or any Successor District may appeal that decision to the City Council.

Section 2: The Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts being 1,516.768 acres out of the Jose Manuel Bangs Survey,

Abstract A5, located west of F.M. 969 and east of F.M. 1209, within the city limits of Bastrop, Texas is hereby approved for recording, a copy of same being attached hereto as Exhibit "B" and incorporated herein for all purposes

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of August, 2017.

CITY OF BASTROP, TEXAS

APPROVED:

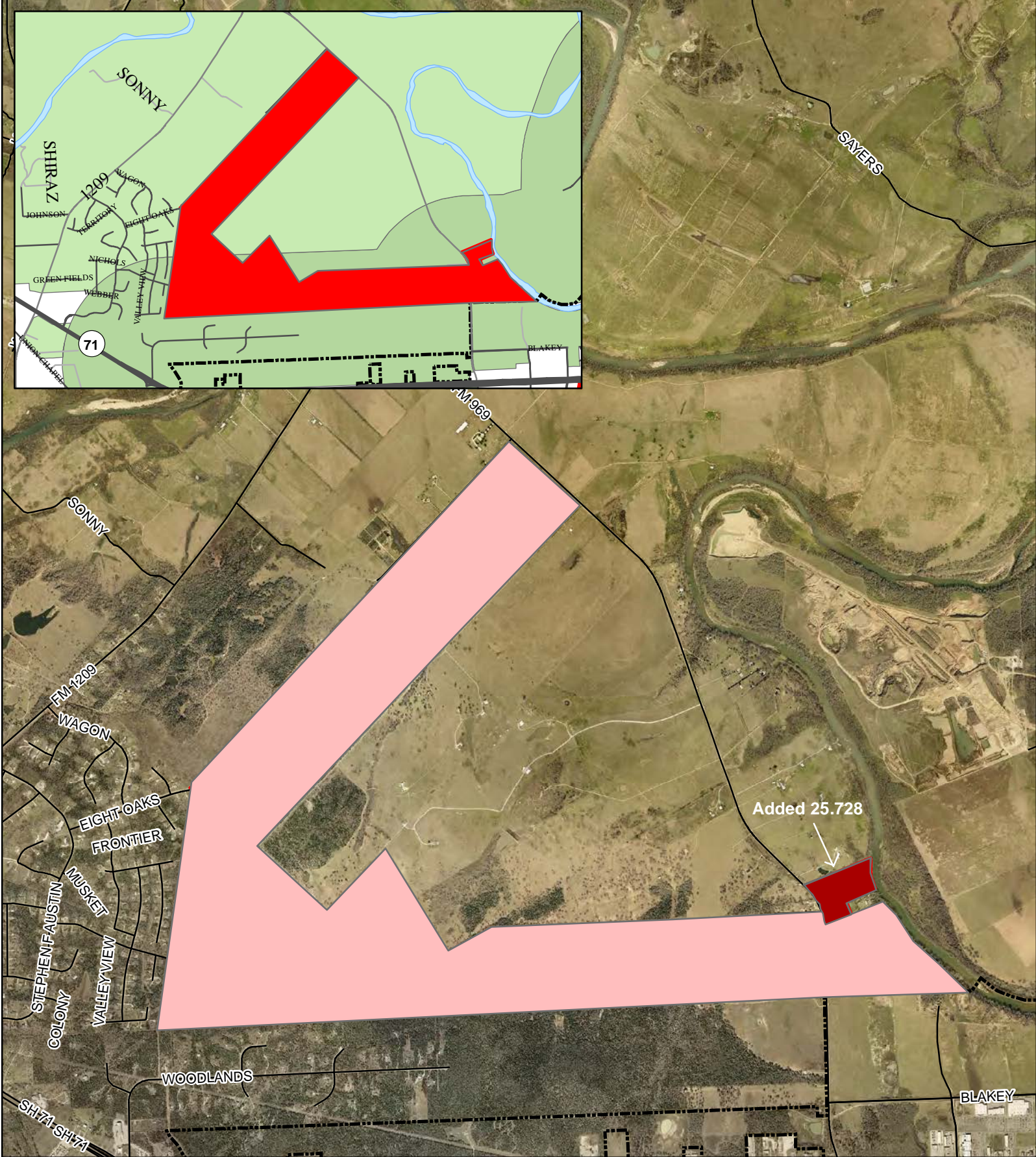
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



Location Map
 Colony MUD No. 1 Amendment



1 inch = 2,807.06 feet

Date: 7/12/2017
 N The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

This SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 (this "Amendment") is entered into effective as of _____, 2017 among the CITY OF BASTROP, TEXAS, a Texas municipal corporation located in Bastrop County (the "City"); HUNT COMMUNITIES BASTROP, LLC, a Delaware limited liability company ("Hunt" or the "Developer"); and THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A ("District 1A"), THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1B ("District 1B"), THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1C ("District 1C"), THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D ("District 1D"), THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1E ("District 1E"), THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F ("District 1F"), and THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1G ("District 1G"), each of which is a political subdivision of the State of Texas created by division of The Colony Municipal Utility District No. 1 (the "Original District") and operating under the provisions of Chapters 49 and 54, Texas Water Code. In this Agreement, District 1A, District 1B, District 1C, District 1D, District 1E, District 1F, and District 1G are sometimes referred to individually as a "Successor District" and all of the Successor Districts are sometimes referred to collectively as the "Successor Districts". The City, the Developer, and the Successor Districts are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the City and Sabine Investment Company, a Delaware corporation ("Sabine") previously entered into a Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective as of February 23, 2004 (the "Original Consent Agreement"), which, among other things, provided for the creation of the Original District, the division of the Original District in to the Successor Districts, and a regulatory process for the development of ±1491.04 acres of **land within the City's extraterritorial jurisdiction**;

WHEREAS, the Original District was created by House Bill 3636, Acts of the 78th Legislature, Regular Session, CH. 778, Texas Session Law Service 2003 (the "Creation Legislation") and, as required by the Original Consent Agreement, the Original District joined in and consented to the Original Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated June 8, 2004;

WHEREAS, as permitted by the Creation Legislation and the Original Consent Agreement, the Original District subsequently divided in to the Successor Districts pursuant to an election held by the Original District on February 5, 2005;

WHEREAS, as required by the Original Consent Agreement, District 1A joined in and consented to the Original Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated May 18, 2005, and each of the remaining Successor Districts joined in and consented to the Original Consent Agreement by a Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated June 14, 2005;

WHEREAS, effective December 30, 2006, Sabine merged with and into Forestar (USA) **Real Estate Group Inc., a Delaware corporation (“Forestar”)**, at which time Forestar succeeded, by operation of law, **to Sabine’s interest in and to the** Original Consent Agreement. To memorialize the merger, Forestar also joined in and consented to the Original Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective December 30, 2006;

WHEREAS, the City, Forestar, and the Successor Districts subsequently amended the Original Consent Agreement by First Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of June **14, 2016 (the “First Amendment”)** to establish development standards for single family residential lots in the Project, revise the procedures for inspections and testing of subdivision infrastructure, and reflect certain administrative updates (the Original Consent Agreement as amended by the First Amendment being referred to herein collectively as the **“Consent Agreement”**);

WHEREAS, Forestar, with the consent of the City and the Successor Districts, subsequently assigned all of its right, title, and interest in, to, and under the Consent Agreement to Hunt pursuant to an Assignment of Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 and Consent dated effective December 30, 2016; and

WHEREAS, the Parties now desire to amend the Consent Agreement to (i) modify the Lot Standards approved in the First Amendment in order to incorporate a new category for **“Colony SFA Single Family Attached (Duplex or Townhome)”** product; (ii) establish certain minimum building standards for the single-family residential uses within the Project; (iii) ratify **the City’s** prior consent to the annexation of 25.728 acres commonly referred to as the Isbell and Archer tracts into District 1A; and (iv) establish a procedure for administrative approval by City staff future amendments to the Consent Agreement that are minor in nature.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Consent Agreement as follows:

AGREEMENT

1. Defined Terms. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. Lot Standards. The Lot Standards attached as Exhibit “B” to the First Amendment (**“Original Lot Standards”**) **are hereby replaced with the Lot Standards attached as Exhibit “A” to this Amendment (the “Updated Lot Standards”)**. **The Updated Lot Standards will supersede** and replace the Original Lot Standards for all purposes under the Consent Agreement; however, for the avoidance of doubt, the Updated Lot Standards will only apply to Future Phases, as defined in the First Amendment.

3. Restrictive Covenants. The restrictive covenants required under Section 2.03 of **the Original Consent Agreement (the “Restrictive Covenants”)** **will include** the minimum criteria set forth on Exhibit “B” for all single-family residential phases of the Project not subject to a City-approved preliminary plat as of the effective date of this Amendment. To the extent that such criteria conflict with the Updated Lot Standards, the Updated Lot Standards will control.

4. Consent to Annexation of Isbell and Archer Tracts. By Resolution No. R-2007-14, a Resolution of the City of Bastrop, Texas Consenting to the Annexation of 25.728 Acres of Land into The Colony Municipal Utility District No. 1A and Containing Findings and Provisions Relating to This Subject dated August 14, 2007, a copy of which is attached to this Amendment as Exhibit “C” (the “2007 Annexation Resolution”), the City previously consented to the annexation of the 25.728 acre tract of land more particularly described in the 2007 Annexation Resolution (collectively, the “Isbell and Archer Tracts”) into the boundaries of District 1A. Such annexation has not yet occurred, and, due to the passage of time and the succession of “Developer” parties, District 1A’s bond counsel has recommended that the City ratify its consent to the annexation of the Isbell and Archer Tracts into the boundaries of District 1A before District 1A proceeds with such annexation. The 2007 Annexation Resolution provides that the City will provide additional confirmation of its consent upon request. Accordingly, the City hereby ratifies and confirms in all respects the 2007 Annexation Resolution and the annexation of the Isbell and Archer Tracts into the boundaries of District 1A.

5. Amendments. Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, it is anticipated that the Parties may, from time to time, desire to make additional amendments to the Consent Agreement. In order to streamline the amendment approval process at the City and make that process as efficient as possible, the Parties desire to distinguish between Major Amendments and Minor Amendments and establish a procedure for administrative approval by City staff of Minor Amendments. Accordingly and notwithstanding anything in the Consent Agreement to the contrary, the Parties hereby agree that Major Amendments will require approval by the City Council, and that Minor Amendments may be administratively approved by the City Manager (“City Manager”) through a process similar to the City’s administrative development review process. **For purposes of this provision, a “Minor Amendment” is any amendment that 1) does not increase the maximum number of living unit equivalents projected within the Project to more than 2,500, 2) does not increase the traffic impacts of the development, and/or 3) has no significant adverse impact upon neighboring properties, the public, or persons who will occupy or use the proposed development; and a “Major Amendment” is any amendment that does not qualify as a Minor Amendment.** If the Parties dispute the classification of an amendment as a Major Amendment or Minor Amendment, or if the City Manager does not approve a Minor Amendment, the Developer or any Successor District may appeal that decision to the City Council.

6. Addresses for Notice. The Parties addresses for notice set forth in Section 6.01 of the Consent Agreement are hereby updated as follows:

City:	City of Bastrop 1311 Chestnut Street Bastrop, Texas 78602 Attn: City Manager
With Required Copy to:	David F. Bragg 1010 Chestnut Street P.O. Box 2047 Bastrop, Texas 78602
Developer:	Hunt Communities Bastrop, LLC Attn: Justin Chapman 4401 N. Mesa El Paso, Texas 79902

With Required Copy to: John W. Bartram
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Successor Districts: c/o Armbrust & Brown, PLLC
Attn: John W. Bartram
100 Congress Avenue, Suite 1300
Austin, Texas 78701

7. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.

8. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

* * *

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

[counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE TO:

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1C:

THE COLONY MUNICIPAL UTILITY
DISTRICT NO. 1C

By: _____
Rene Barrientos, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____,
2017, by Rene Barrientos, President of the Board of Directors of The Colony Municipal Utility
District No. 1C, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1D:

THE COLONY MUNICIPAL UTILITY
DISTRICT NO. 1D

By: _____
Dave Griesenbeck, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2017,
by Dave Griesenbeck, President of the Board of Directors of The Colony Municipal Utility District
No. 1D, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1E:

THE COLONY MUNICIPAL UTILITY
DISTRICT NO. 1E

By: _____

Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____ of the Board of Directors of The Colony Municipal Utility District No. 1E, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

EXHIBIT "A"
UPDATED LOT STANDARDS

Lot Size and Setback Matrix

The Colony
 Lot Matrix by Zoning District

The Colony MUD #1
 Second Amendment to Consent Agreement

City of Bestrop Zoning Equivalent	¹ Zoning Category for the Colony (Colony - Zoning)	Min. Lot Area Sq. Ft.	Min. Dwelling Unit Size Sq. Ft.	Min. Lot Width	Min. Lot Depth	Min. Front Yard	Min. Interior Side Yard	Min. Side when two Story & Adj. SF Zoning	Min. Ext. Yard (See Sec. 43.3)	Min. Rear Yard	Min. Rear when two Story & Adj. SF Zoning	Max. Height of Building	Max. Lot Coverage by Building	² Maximum Percent of Acreage by Land Use Category
Single Family														
Single Family Residential														
NA	Colony - E (Estate Lot)	10,000 Sq. Ft.	1800 Sq. Ft.	30'	120'	30'	10'		15'	25'		2.5 stories	40%	40%
NA	Colony - S (Standard Lot)	6,000 Sq. Ft.	1000 Sq. Ft.	50'	110'	20'	5'		15'	15'		2.5 stories	50%	40%
PD	Colony - G (Garden Home)	4,500 Sq. Ft.	1000 Sq. Ft.	45'	100'	20'	0' & 10'		15'	10'/20'		2.5 stories	50%	20%
SFA	Duplex / Townhome	3,000 Sq. Ft.	1000 Sq. Ft.	28'	100'	28'	5' & 5'		15'	10'/20'		2.5 stories	60%	10%
Multi-Family														
Multi family														
MF-1	MF-1	10,000 Sq. Ft.	600 Sq. Ft.	500'	100'		25'	15'	60'	15'	55'	30'	3 stories	50%
MF-2	MF-2	15,000 Sq. Ft.	600 Sq. Ft.	500'	125'									
Commercial														
Commercial														
O	O	7,000 Sq. Ft.	N/A	60'	110'	25'	10'/25'	60'	25'	20'/25'	60'	2 stories	50%	5%
NS	NS	7,000 Sq. Ft.	N/A	60'	110'	25'	10'/25'		25'	20'/25'		1 story	50%	
GR	GR	12,000 Sq. Ft.	N/A	500'	110'	25'	10'/30'	60'	25'	20'/30'	60'	2 stories	50%	
CT	CT	12,000 Sq. Ft.	N/A	500'	110'	25'	10'		25'	20'		2 stories	50%	
C-1	C-1	12,000 Sq. Ft.	N/A	500'	110'	25'	10'/30'	60'	25'	20'/30'	60'	2.5 stories	50%	
C-2	C-2	12,000 Sq. Ft.	N/A	500'	110'	25'	10'/30'	60'	25'	20'/30'	60'	2.5 stories	65%	
Summary of Setback Restrictions	Colony - G (Garden Home)	Minimum Side Yard	Zero lot line residences are required to have a ten (10) ft. setback on the opposite side of the zero (0) lot line.											
		Roof Overhangs	Roof overhangs on the zero lot line side of a Garden Home Lot may extend up to eighteen (18) inches into the adjacent lot ten (10) ft. setback.											
		Maintenance Easement	A five (5) ft. maintenance easement is reserved in the ten (10) ft. side yard setback of each lot for maintenance of the adjacent Garden Home property.											
		Minimum Rear Yard	When a residence has a rear loaded garage, the spacing between the alley and the garage must be a minimum of twenty (20) ft.											
	COLONY - SFA Single Family Attached (Duplex or Townhome)	Minimum Side Yard	Duplexes have a ten (10) ft. spacing between residences on interior side yards. Fifteen (15) ft. minimum side yard on corner lots.											
		Roof Overhangs	Roof overhangs on the zero lot line side of a Lot may extend up to eighteen (18) inches into the adjacent lot ten (10) ft. setback.											
		Maintenance Easement	A five (5) ft. maintenance easement is reserved in the ten (10) ft. side yard setback of each lot for maintenance of the adjacent residence property.											
		Minimum Rear Yard	When a residence has a rear loaded garage, the spacing between the alley and the garage must be a minimum of twenty (20) ft.											
	O	Minimum Interior Side Yard	Setback is ten (10) ft. for single story structures, twenty-five (25) ft. for multi-story buildings and sixty (60) ft. adjacent single-family lot.											
		Minimum Rear Yard	Setback is ten (10) ft. for single story structures, thirty (30) ft. for multi-story buildings and sixty (60) ft. adjacent single-family lot.											
	NS	Minimum Interior Side Yard	Ten feet (10') or twenty-five feet (25') when adjacent to a single-family lot.											
		Minimum Rear Yard	Twenty feet (20') or twenty-five feet (25') when adjacent to a single-family lot.											
	GR	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single family residential. Sixty (60) ft. setback if structure over one (1) story.											
		Rear Setback	Minimum twenty (20) ft. setback adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.											
C-1	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single family lot. Sixty (60) ft. setback if over one (1) story.												
	Rear Setback	Minimum twenty (20) ft. setback adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.												
C-2	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single family lot. Sixty (60) ft. setback if over one (1) story.												
	Rear Setback	Minimum twenty (20) ft. setback adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.												
Footnotes	¹ This Lot Matrix controls in the event of a conflict with City of Bestrop development regulations, where this Lot Matrix is silent the Bestrop development regulations control.													
	² Maximum number of Living Unit Equivalence (LUE) will not exceed 2396 LUE's (2500 Total LUE's inclusive of MUD 112)													

EXHIBIT “B”

MINIMUM CRITERIA TO BE INCLUDED IN RESTRICTIVE COVENANTS

- Exterior Masonry Requirements - Minimum masonry requirements will be set at 75%. Masonry includes: brick, stone, stucco, and hardiplank.
- Landscaping - Use of drought-resistant landscaping or water-conserving techniques in the Project is encouraged. Xeriscaping will be allowed in certain instances in the common areas and at residences in accordance with a Xeriscaping Policy set forth in the Restrictive Covenants. All landscapes and landscaping must be approved by the Developer prior to installation. To further help conserve water, large expansive areas of natural grass and vegetation will not be required to be irrigated. The use of drip irrigation is encouraged.
- Front Setbacks – All lots will be allowed to have staggered, 20'-25' building setbacks to help achieve aesthetically pleasing street view. All front setbacks will be measured from the property line or right-of-way. At minimum, there must be a front building setback change (between the allowed 20'-25') on every fourth lot.
- Utilities - All utilities shall be provided separately to each lot so that each home will be individually metered.
- Recreational vehicles - Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes and will be hidden from public view.
- Fencing - Electrical Fencing and barbed wire is prohibited as perimeter fencing. Only 6' cedar, wrought iron, or masonry fencing will be allowed.
- Open Yard Storage - Open storage is prohibited (except **for materials for the resident's** personal use or consumption (*i.e.*, firewood, gardening materials, etc.).
- Side Entry Garages - Single-family homes with side entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of twenty-five feet (25') from the garage door to the side property line for maneuvering.
- Roofs - All single-family residential structures shall have roof slopes with a minimum of 3:12 pitch.

EXHIBIT "C"
2007 ANNEXATION RESOLUTION

STATE OF TEXAS

COUNTY OF BASTROP

§
§
§

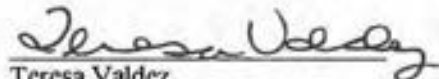
CERTIFICATE TO COPY OF PUBLIC RECORDS

I hereby certify, in the performance of the functions of my office, that the attached is a full, true and correct copy of **Resolution No. R-2007-14, a Resolution Of The City Of Bastrop, Texas Consenting To The Annexation of 25.728 Acres Of Land Into The Colony Municipal Utility District No. 1A and containing findings and provisions relating to this subject**, and is an official record from the public office of the City Secretary of Bastrop, Bastrop County, State of Texas, and is kept in said office.

I further certify that I am City Secretary, that I have legal custody of said record and that I am lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 20th day of August 2007.




Teresa Valdez
City Secretary

Bastrop County
State of Texas

RESOLUTION NO. R-2007-14

CITY OF BASTROP
BASTROP COUNTY, TEXAS

A RESOLUTION OF THE CITY OF BASTROP, TEXAS CONSENTING TO THE ANNEXATION OF 25.728 ACRES OF LAND INTO THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A AND CONTAINING FINDINGS AND PROVISIONS RELATING TO THIS SUBJECT.

WHEREAS, The Colony Municipal Utility District No. 1A (the "District") lies within the extraterritorial jurisdiction of the City of Bastrop (the "City"); and

WHEREAS, the City has received a request from the owner of approximately 25.728 acres of land into the District; and

WHEREAS, the City is willing to consent to the District's annexation of the land;

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

Section 1. That the City hereby consents to the annexation of the 25.728 acre tract of land more particularly described on Exhibit "A", attached hereto and incorporated herein for all purposes, into the boundaries of The Colony Municipal Utility District No. 1A.

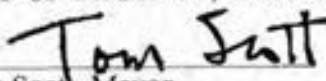
Section 2. No further action on the part of the City will be required to evidence its consent to the District's annexation of the land described on Exhibit "A", but the City agrees to provide additional confirmation of its consent if requested to do so by the landowner or the District.

Section 3. If any provision of this resolution or the application thereof to any person or circumstance is ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this resolution, nor the application of the provision to any other persons or circumstances will be affected thereby.

Section 4. The City Council officially finds, determines and declares that sufficient written notice of the date, hour, place and subject of each meeting at which this resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the content and posting thereof.

PASSED, APPROVED AND ADOPTED on the 14th day of August 2007.

CITY OF BASTROP, TEXAS


Tom Scott, Mayor

ATTEST:

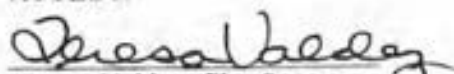

Teresa Valdez, City Secretary

EXHIBIT "A"

25.728 acres of land in Bastrop County, Texas consisting of (a) 22.091 acres of land, more or less, out of the Jose Manuel Bangs Survey, Abstract 5, in Bastrop County, Texas, more fully described by metes and bounds on Exhibit "A-1", attached hereto and incorporated herein for all purposes; and (b) 3.637 acres of land, more or less, out of the Jose Manuel Bangs Survey, in Bastrop County, Texas, more fully described by metes and bounds on Exhibit "A-2", attached hereto and incorporated herein for all purposes.

11

EXHIBIT "A-1"

213

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

924 Main Street
Bastrop, Texas 78602
512-303-4185
Fax 512-321-2107
jgaron@austin.rr.com

October 17, 2006

LEGAL DESCRIPTION: BEING A 22.091 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE JOSE MANUEL BANGS SURVEY, ABSTRACT 5 IN BASTROP COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO WILLIAM T. ARCHER JR. AND SANDRA ARCHER BY DEED RECORDED IN VOLUME 806, PAGE 609 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 22.091 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES, INC. IN JULY 1996 AND OCTOBER 2006:

BEGINNING at a iron rod on the easterly right-of-way (80') line of F.M. Highway 969 for the northwesterly corner hereof and southwesterly corner of that certain 22.398 acre tract of land conveyed to Jerry Lee and Elizabeth J. Pulley by deed recorded in Volume 973, Page 18 of said deed records;

THENCE N 69°17'49" E, passing an iron rod found for reference at a distance of 1470.72 feet and continuing for a total distance of 1547.99 feet to a 5/8" iron rod found for and angle point;

THENCE N 72°27'27" E a distance of 32.64 feet to a 5/8" iron rod found on the west bank of the Colorado River for the northeast corner hereof;

THENCE along said river bank the following three (3) calls:

1. S 02°03'06" W a distance of 386.12 feet;
2. S 20°21'13" E a distance of 88.79 feet;
3. S 15°58'44" E a distance of 248.94 feet to a fence post found for the southeast corner hereof and northeast corner of that certain 8.870 acre tract of land conveyed to Andy L. and Janice M. Isbell by deed recorded in Volume 1086, Page 554 of said deed records;

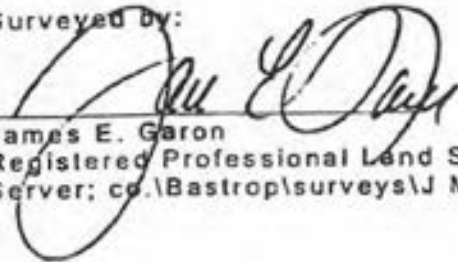
THENCE S 68°56'28" W a distance of 1290.62 feet to an iron rod found on the curving, east right-of-way line of F.M. Highway 969 for the southwest corner hereof and northwest corner of said 8.870 acre tract;

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October 17, 2006

THENCE along said right-of-way line a length of 680.69 feet along the arc of a curve to the left having a radius of 1472.51 feet and a chord bearing N 29°43'49" W, a distance of 674.65 feet to a concrete right-of-way monument found for endpoint and N 41°21'48" W a distance of 38.98 feet to the POINT OF BEGINNING and containing 22.091 acres of land, more or less and as shown on map of survey prepared herewith

Surveyed by:


James E. Garon
Registered Professional Land Surveyor

Server: c:\Bastrop\surveys\J M Bangs\b65806.doc



DALE L. OLSON

Registered Professional Land Surveyor
711 Water Street
Bastrop, TX 78602

Phone (512) 321-5476 * Fax (512) 303-5476

FIELD NOTES FOR A 3.637 ACRE TRACT IN THE JOSE MANUEL BANGS SURVEY,
BASTROP COUNTY, TEXAS.

BEING a 3.637 acre tract or parcel of land out of and being a part of the Jose Manuel Bangs Survey, A-5, in Bastrop County, Texas, and being a part of that certain 8.63 acre tract described as 8.87 acres less 0.24 acres in a deed from Lewis Rae Rhodes, Jr. to Andy L. Isbell and wife, Janace M. Isbell, recorded in Volume 1086, Page 544, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

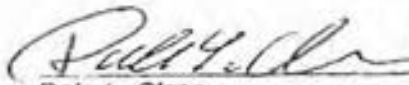
BEGINNING at the southwest corner of the said 8.63 acre tract, a 5/8 inch iron rod found at a fence corner in the curving east line of Farm to Market Road No. 969, the northwest corner of that certain 94.375 acre tract described in a deed from Patricia Leonard Mitchell to Sabine Investment Co., recorded in Volume 1331, Page 874, Bastrop County Deed Records for the southwest corner of this tract.


THENCE with the curving east line of Farm to Market Road No. 969 and west line of the said 8.63 acre tract along a curve to the left whose radius is 1472.47 feet; whose long chord bears N 12 deg. 52 min. 44 sec. W, 259.45 feet; 259.79 feet along the arc to a 1/2 inch iron rod found at a fence corner, the southwest corner of that certain 22.089 acre tract described in a deed from Howard O. Ebner, et ux, to Roscoe C. Morris, et ux, recorded in Volume 268, Page 164, Bastrop County Deed Records, the northwest corner of the said 8.63 acre tract for the northwest corner of this tract.

THENCE with the south line of the Morris 22.089 acre tract and north line of the 8.63 acre tract, N 67 deg. 28 min. 52 sec. E, 571.33 feet to a 5/8 inch iron rod set for the northeast corner of this tract.

THENCE crossing said 8.63 acre tract, S 20 deg. 59 min. 01 sec. E, 284.16 feet to a 5/8 inch iron rod set in the south line of same, the north line of the before mentioned Sabine 94.375 acre tract for the southeast corner of this tract.

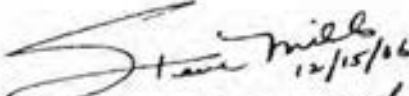
THENCE with the north line of the Sabine 94.375 acre tract and south line of the 8.63 acre tract, S 70 deg. 08 min. 49 sec. W, 607.82 feet to the POINT OF BEGINNING, containing 3.637 acres of land.

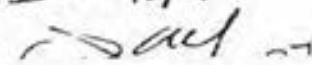

 Dale L. Olson
 Reg. Pro. Land Surveyor 1753




 Michael D. Olson
 Reg. Pro. Land Surveyor 5386

©2006 Dale L. Olson Surveying Co.
 Order #: 147606 Date Created: 10/10/06


 Steve Mills
 12/15/06


 David

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JOSE MANUEL BANGS SURVEY, A-5

SCALE: 1" = 100'

- CONCRETE MONUMENT
- IRON ROD FOUND
- IRON PIPE FOUND
- S/S IRON ROD SET
- FENCE POST
- TREE
- UTILITY POLE
- WATER METER
- WATER WELL
- FENCE LINE
- ELECTRIC LINE



FENCES DO NOT REFLECT PROPERTY LINES

The undersigned does hereby certify to the title herein, as shown in the survey and the facts hereon, and as the property hereby described herein, and as correct, and there are no encroachments, conflicts, or changes in area, boundary line, or interests, encroachments, overlapping of agreements, water utility lines, or roads in place, except as shown herein, and that said property had frontage on a public road way, except as shown herein.

DALE L. OLSON
 REGISTERED PROFESSIONAL LAND SURVEYOR
 711 WATER STREET (512) 321-5476 BASTROP, TEXAS

SURVEY PLAT
 of a 3.637 ACRE TRACT in the
 JOSE MANUEL BANGS SURVEY,
 A-5, BASTROP COUNTY, TEXAS.

[Signature]
 DALE L. OLSON
 REG. NO. 1512
 DALE L. OLSON SURVEYING COMPANY
 4010 S. W. 9th Street
 DALLAS, TEXAS 75216

DATE: 11-15-05	SABINE INVESTMENT Co.
BY: DALE L. OLSON	
BY: [Signature]	

PLANNING & ZONING STAFF REPORT



MEETING DATE: July 27, 2017

Item: G

TITLE:

Public hearing and consider action to recommend approval of the Second Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to add 25.728 acres to the agreement area, amend the lot standards matrix, and revise the minor amendments process, located West of F.M. 969 and East of F.M. 1209, being 1,516.768 acres out of the ABS A5 Jose Manuel Bangs Survey and forward to the next available City Council meeting.

STAFF REPRESENTATIVE:

Wesley Brandon, P.E., Director of Planning and Engineering

ITEM DETAILS:

Site Address: West of F.M. 969 and east of F.M. 1209 (Attachment 1)
Total Acreage: 1,516.768 acres
Legal Description: 1,516.768 acres out of the Abstract A5 Jose Manuel Bangs Survey

Property Owner: Hunt Companies
Agent Contact: Bill E. Couch, PG, AICP, CEP

Existing Use: Mixed-Use Subdivision
Existing Zoning: Statutory One-Mile and Area A, Extra Territorial Jurisdiction
Future Land Use: Neighborhood Residential

BACKGROUND/HISTORY:

The applicant is requesting an amendment to the existing Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts, to incorporate 25.728 acres into the agreement, revise the lot standards matrix and revise the process for future minor amendments.

The Colony MUD Consent Agreement was originally approved by City Council on February 10, 2004. The Consent Agreement describes the infrastructure design, construction, and land use standards that apply to the subdivision.

On May 24, 2016, the City Council approved the request for the First Amendment to the Consent Agreement, which revised the Consent Agreement to include specific land use standards, as well as define the procedure for subdivision plan review and construction inspections.

Addition of Acreage:

City Council adopted Resolution No. R-2007-14 (Exhibit B of the Consent Agreement) on August 14, 2007, consenting to the annexation of 25.728 acres of land into the district. They are now going through the formal process to annex this area and are officially incorporating it in the Consent Agreement with this request.



Lot Standards Matrix Amendment:

The lot standards matrix (Exhibit A of the Consent Agreement) includes land use categories for different types of housing and commercial structures. Each category includes lot standards and has a maximum percentage of acreage that can be utilized within the total Colony MUD area. The matrix was added to the agreement with the amendment in 2016. With the second amendment, the applicant is adding an additional single-family category, “Duplex/Townhome,” which is roughly equivalent to the Single-Family Attached housing type in the Zoning Ordinance. The maximum living unit equivalents for the project will still be limited to 2,500.

City of Bastrop Zoning Equivalent	¹ Zoning Category for the Colony (Colony - Zoning)	Min. Lot Area Sq. Ft.	Min. Dwelling Unit Size Sq. Ft.	Min. Lot Width	Min. Lot Depth	Min. Front Yard	Min. Interior Side Yard	Min. Side when two Story & Adj. SF Zoning	Min. Ext. Yard [See Sec. 43.3]	Min. Rear Yard	Min. Rear when two Story & Adj. SF Zoning	Max. Height of Building	Max. Lot Coverage by Building	² Maximum Percent of Acreage by Land Use Category
Single Family	Single Family Residential													
NA	Colony - E (Estate Lot)	10,000 Sq. Ft.	1800 Sq. Ft.	80'	120'	30'	10'		15'	25'		2.5 stories	40%	60%
NA	Colony - S (Standard Lot)	6,000 Sq. Ft.	1000 Sq. Ft.	50'	110'	20'	5'		15'	15'		2.5 stories	50%	40%
PD	Colony - G (Garden Home)	4,500 Sq. Ft.	1000 Sq. Ft.	45'	100'	20'	0' & 10'		15'	10'/20'		2.5 stories	50%	20%
SFA	Duplex / Townhome	3,000 Sq. Ft.	1000 Sq. Ft.	25'	100'	25'	5' & 5'		15'	10'/20'		2.5 stories	50%	10%
Multi-Family	Multi family													

Future Amendments (Minor vs Major):

Section 5 of the Consent Agreement contains language that defines what would constitute a minor versus a major amendment and an administrative approval process for minor amendments.

“In order to streamline the amendment approval process at the City and make that process as efficient as possible, the Parties desire to distinguish between Major Amendments and Minor Amendments and establish a procedure for administrative approval by City staff of

Minor Amendments. Accordingly and notwithstanding anything in the Consent Agreement to the contrary, the Parties hereby agree that Major Amendments will require approval by the City Council, and that Minor Amendments may be administratively approved by the City Manager ("City Manager") through a process similar to the City's administrative development review process. For purposes of this provision, a "Minor Amendment" is any amendment that 1) does not increase the maximum number of living unit equivalents projected within the Project to more than 2,500, 2) does not increase the traffic impacts of the development, and/or 3) has no significant adverse impact upon neighboring properties, the public, or persons who will occupy or use the proposed development; and a "Major Amendment" is any amendment that does not qualify as a Minor Amendment. If the Parties dispute the classification of an amendment as a Major Amendment or Minor Amendment, or if the City Manager does not approve a Minor Amendment, the Developer or any Successor District may appeal that decision to the City Council."

Minor amendments will be submitted to the Planning & Engineering Department for review and approved by the City Manager. If a minor amendment is not approved or there is a dispute as to the classification of an amendment as minor, the appeal decision would go to City Council, as would any major amendment.

PUBLIC COMMENTS:

Eighty-five (85) adjacent property owner notifications were mailed on July 11, 2017. At the time of this report, one (1) response was received with no objection to the proposed amendment (Attachment 3)

POLICY EXPLANATION:

Local Government Code

Sec. 42.042. CREATION OF POLITICAL SUBDIVISION TO SUPPLY WATER OR SEWER SERVICES, ROADWAYS, OR DRAINAGE FACILITIES IN EXTRATERRITORIAL JURISDICTION.

- (a) A political subdivision, one purpose of which is to supply fresh water for domestic or commercial use or to furnish sanitary sewer services, roadways, or drainage, may not be created in the extraterritorial jurisdiction of a municipality unless the governing body of the municipality gives its written consent by ordinance or resolution in accordance with this subsection and the Water Code. In giving its consent, the municipality may not place any conditions or other restrictions on the creation of the political subdivision other than those expressly permitted by Sections [54.016](#)(e) and (i), Water Code.

City Council gave the initial consent to the creation of the MUD on February 10, 2004. This amendment will included the consent to add 25.728 acres and to the changes in the land use plans and specifications allow under Section 54.016 (e) of the Water Code. Section 54.016 (i) only applies to cities with a population of 500,000.

Water Code, Title 4.

Sec. 54.016. CONSENT OF CITY.

- (a) No land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included in a district unless the city grants its written consent, by resolution or ordinance, to the inclusion of the land within the district in accordance with Section [42.042](#), Local Government Code, and this section.

The City of Bastrop consented to the addition of the 25.728 acres with Resolution No. R-2007-14 on August 14, 2007, and with approval of this ordinance, further codify the annexation.

- (e) A city may provide in its written consent to the inclusion of land in a district, that the district construct all facilities to serve the land in accordance with plans and specifications, which have been approved by the city. The city may also provide in its written consent that the city shall have the right to inspect all facilities being constructed by a district.

The Lot Standards Matrix includes allowed land uses, standards and densities for the entire development. The inclusion of the "Duplex/Townhome" standard will not increase the overall density or utility requirements.

Bastrop Code of Ordinances
Sec. 13.05.001 - Purpose.

It is the purpose of this article to specify the city's procedure and policy relating to water districts established under the Texas Water Code, including, but not limited to, municipal utility districts and water control and improvement districts, within the city's corporate limits and within the city's extraterritorial jurisdiction, in order to protect and enhance the health, safety and welfare of the general public and to provide comprehensive regulations in a manner compatible with all applicable city ordinances and federal and state law, particularly the Texas Water Code.

The application and review have followed the process and requirements outlined in the code.

HISTORICAL REFERENCES:

The West Bastrop Village Consent Agreement was approved by City Council on August 22, 2006.

The XS Ranch Consent Agreement was approved by City Council on November 19, 2009. The related Development Agreement was amended twice, first on April 12, 2011, and second on September 15, 2011. The Consent Agreement was amended to include the previous development agreement approvals on December 12, 2014.

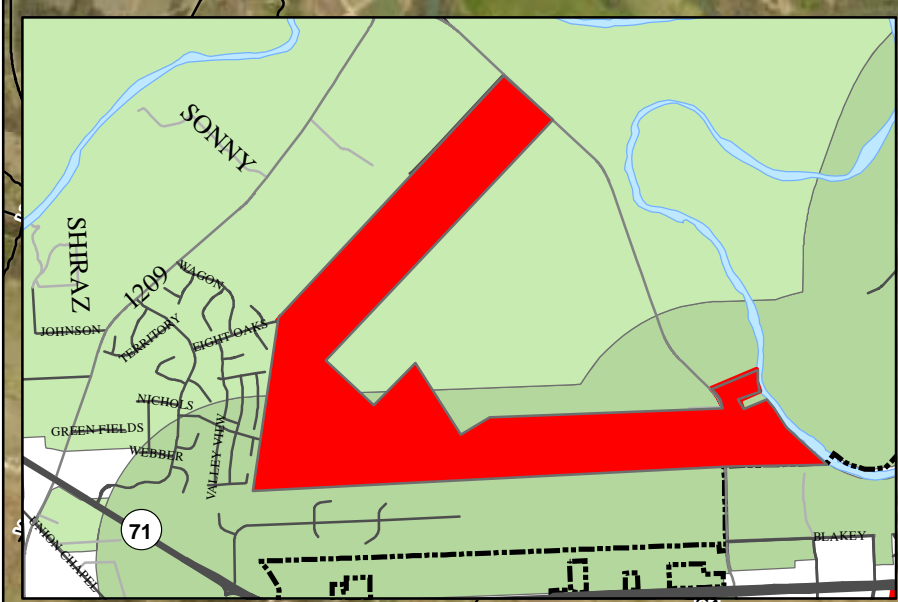
Each agreement describes the allowable land use standards, general roadway layout, and other standards associated with each development.

RECOMMENDATION:

Hold public hearing and recommend approval of the Second Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to add 25.728 acres to the agreement area, amend the lot standards matrix, and revise the minor amendments process, located West of F.M. 969 and East of F.M. 1209, being 1,516.768 acres out of the ABS A5 Jose Manuel Bangs Survey and forward to the next available City Council meeting.

ATTACHMENTS:

- Attachment 1: Location Map
- Attachment 2: Surrounding Property Owners' Responses
- Attachment 3: Second Amendment to Consent Agreement



Location Map
 Colony MUD No. 1 Amendment



1 inch = 2,807.06 feet

Date: 7/12/2017
 The accuracy and precision of this cartographic data is limited and should be used for information/planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

**NOTICE OF PUBLIC HEARINGS
PLANNING AND ZONING COMMISSION AND CITY COUNCIL**

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **July 27, 2017 at 6:00 p.m.** and the **City Council** will conduct a public hearing **Tuesday, August 8, 2017 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** on the request for the **Second Amendment to Consent Agreement** for the **Colony Municipal Utility District No. 1**, to add **25.728 acres** of the **Jose Manuel Bangs Survey** to the existing district and amend the lot standards matrix.

Applicant: Hunt Companies
Address: West of F.M. 969 and East of F.M. 1209
Legal Description: ABS A5 Bangs, J. Manuel being 545.42 acres

PLEASE SEE ATTACHED SITE LOCATION MAP & LETTER FROM PROPERTY OWNER

As a property owner within 200' of the above referenced property, you are being notified of the public hearings and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at 1311 Chestnut Street or mailed to P.O. Box 427, Bastrop, Texas 78602 (512) 332-8840 any time prior to the public hearings.

For additional information, please visit or call the Planning & Development offices.

X
PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- I am in favor of the request.
- I am opposed to the request.
- I have no objection to the request.

Property Owner Name: Anna Beth Benningfield + Scott Johnson
Property Address: 109 Tyler Cir 78602
Phone (optional): _____
Mailing Address: same
Email (optional): _____
Property Owner's Signature: [Signature]
Comments: (Optional) Anna Beth Benningfield

Please provide reply to: Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512) 332-8829

Re: Colony MUD Amendment to the Consent Agreement mailed 7/11/2017

RECEIVED
JUL 17 2017
By [Signature]

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

This SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 (this "Amendment") is entered into effective as of _____, 2017 among the CITY OF BASTROP, TEXAS, a Texas municipal corporation located in Bastrop County (the "City"); HUNT COMMUNITIES BASTROP, LLC, a Delaware limited liability company ("Hunt" or the "Developer"); and THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A ("District 1A"), THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1B ("District 1B"), THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1C ("District 1C"), THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1D ("District 1D"), THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1E ("District 1E"), THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F ("District 1F"), and THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1G ("District 1G"), each of which is a political subdivision of the State of Texas created by division of The Colony Municipal Utility District No. 1 (the "Original District") and operating under the provisions of Chapters 49 and 54, Texas Water Code. In this Agreement, District 1A, District 1B, District 1C, District 1D, District 1E, District 1F, and District 1G are sometimes referred to individually as a "Successor District" and all of the Successor Districts are sometimes referred to collectively as the "Successor Districts". The City, the Developer, and the Successor Districts are sometimes referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, the City and Sabine Investment Company, a Delaware corporation ("Sabine") previously entered into a Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective as of February 23, 2004 (the "Original Consent Agreement"), which, among other things, provided for the creation of the Original District, the division of the Original District in to the Successor Districts, and a regulatory process for the development of ±1491.04 acres of **land within the City's extraterritorial** jurisdiction;

WHEREAS, the Original District was created by House Bill 3636, Acts of the 78th Legislature, Regular Session, CH. 778, Texas Session Law Service 2003 (the "Creation Legislation") and, as required by the Original Consent Agreement, the Original District joined in and consented to the Original Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated June 8, 2004;

WHEREAS, as permitted by the Creation Legislation and the Original Consent Agreement, the Original District subsequently divided in to the Successor Districts pursuant to an election held by the Original District on February 5, 2005;

WHEREAS, as required by the Original Consent Agreement, District 1A joined in and consented to the Original Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated May 18, 2005, and each of the remaining Successor Districts joined in and consented to the Original Consent Agreement by a Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated June 14, 2005;

WHEREAS, effective December 30, 2006, Sabine merged with and into Forestar (USA) **Real Estate Group Inc., a Delaware corporation (“Forestar”)**, at which time Forestar succeeded, by operation of law, **to Sabine’s interest in and to the** Original Consent Agreement. To memorialize the merger, Forestar also joined in and consented to the Original Consent Agreement by Joinder and Consent to Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 dated effective December 30, 2006;

WHEREAS, the City, Forestar, and the Successor Districts subsequently amended the Original Consent Agreement by First Amendment to Consent Agreement for the Colony Municipal Utility District No. 1 and Successor Districts to be Created by Division of the Colony Municipal Utility District No. 1 dated effective as of June **14, 2016 (the “First Amendment”)** to establish development standards for single family residential lots in the Project, revise the procedures for inspections and testing of subdivision infrastructure, and reflect certain administrative updates (the Original Consent Agreement as amended by the First Amendment being referred to herein collectively as the **“Consent Agreement”**);

WHEREAS, Forestar, with the consent of the City and the Successor Districts, subsequently assigned all of its right, title, and interest in, to, and under the Consent Agreement to Hunt pursuant to an Assignment of Consent Agreement for The Colony Municipal Utility District No. 1 and Successor Districts to be Created by the Division of The Colony Municipal Utility District No. 1 and Consent dated effective December 30, 2016; and

WHEREAS, the Parties now desire to amend the Consent Agreement to (i) modify the Lot Standards approved in the First Amendment in order to incorporate a new category for **“Colony SFA Single Family Attached (Duplex or Townhome)”** product; (ii) establish certain minimum building standards for the single-family residential uses within the Project; (iii) ratify **the City’s** prior consent to the annexation of 25.728 acres commonly referred to as the Isbell and Archer tracts into District 1A; and (iv) establish a procedure for administrative approval by City staff future amendments to the Consent Agreement that are minor in nature.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Consent Agreement as follows:

AGREEMENT

1. Defined Terms. Capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. Lot Standards. The Lot Standards attached as Exhibit “B” to the First Amendment (**“Original Lot Standards”**) **are hereby replaced with the Lot Standards attached as Exhibit “A” to this Amendment (the “Updated Lot Standards”)**. **The Updated Lot Standards will supersede** and replace the Original Lot Standards for all purposes under the Consent Agreement; however, for the avoidance of doubt, the Updated Lot Standards will only apply to Future Phases, as defined in the First Amendment.

3. Restrictive Covenants. The restrictive covenants required under Section 2.03 of **the Original Consent Agreement (the “Restrictive Covenants”)** **will include** the minimum criteria set forth on Exhibit “B” for all single-family residential phases of the Project not subject to a City-approved preliminary plat as of the effective date of this Amendment. To the extent that such criteria conflict with the Updated Lot Standards, the Updated Lot Standards will control.

4. Consent to Annexation of Isbell and Archer Tracts. By Resolution No. R-2007-14, a Resolution of the City of Bastrop, Texas Consenting to the Annexation of 25.728 Acres of Land into The Colony Municipal Utility District No. 1A and Containing Findings and Provisions Relating to This Subject dated August 14, 2007, a copy of which is attached to this Amendment as Exhibit “C” (the “2007 Annexation Resolution”), the City previously consented to the annexation of the 25.728 acre tract of land more particularly described in the 2007 Annexation Resolution (collectively, the “Isbell and Archer Tracts”) into the boundaries of District 1A. Such annexation has not yet occurred, and, due to the passage of time and the succession of “Developer” parties, District 1A’s bond counsel has recommended that the City ratify its consent to the annexation of the Isbell and Archer Tracts into the boundaries of District 1A before District 1A proceeds with such annexation. The 2007 Annexation Resolution provides that the City will provide additional confirmation of its consent upon request. Accordingly, the City hereby ratifies and confirms in all respects the 2007 Annexation Resolution and the annexation of the Isbell and Archer Tracts into the boundaries of District 1A.

5. Amendments. Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, it is anticipated that the Parties may, from time to time, desire to make additional amendments to the Consent Agreement. In order to streamline the amendment approval process at the City and make that process as efficient as possible, the Parties desire to distinguish between Major Amendments and Minor Amendments and establish a procedure for administrative approval by City staff of Minor Amendments. Accordingly and notwithstanding anything in the Consent Agreement to the contrary, the Parties hereby agree that Major Amendments will require approval by the City Council, and that Minor Amendments may be administratively approved by the City Manager (“City Manager”) through a process similar to the City’s administrative development review process. **For purposes of this provision, a “Minor Amendment” is any amendment that 1) does not increase the maximum number of living unit equivalents projected within the Project to more than 2,500, 2) does not increase the traffic impacts of the development, and/or 3) has no significant adverse impact upon neighboring properties, the public, or persons who will occupy or use the proposed development; and a “Major Amendment” is any amendment that does not qualify as a Minor Amendment.** If the Parties dispute the classification of an amendment as a Major Amendment or Minor Amendment, or if the City Manager does not approve a Minor Amendment, the Developer or any Successor District may appeal that decision to the City Council.

6. Addresses for Notice. The Parties addresses for notice set forth in Section 6.01 of the Consent Agreement are hereby updated as follows:

City:	City of Bastrop 1311 Chestnut Street Bastrop, Texas 78602 Attn: City Manager
With Required Copy to:	David F. Bragg 1010 Chestnut Street P.O. Box 2047 Bastrop, Texas 78602
Developer:	Hunt Communities Bastrop, LLC Attn: Justin Chapman 4401 N. Mesa El Paso, Texas 79902

With Required Copy to: John W. Bartram
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

Successor Districts: c/o Armbrust & Brown, PLLC
Attn: John W. Bartram
100 Congress Avenue, Suite 1300
Austin, Texas 78701

7. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.

8. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

* * *

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

[counterpart signature pages follow]

COUNTERPART SIGNATURE PAGE TO:

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

CITY:

CITY OF BASTROP, TEXAS

By: _____
Connie B. Schroeder, Mayor

THE STATE OF TEXAS §
§
COUNTY OF BASTROP §

This instrument was acknowledged before me on the _____ day of _____, 2017, by Connie B. Schroeder, Mayor of the City of Bastrop, a Texas municipal corporation, on behalf of said city.

NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DEVELOPER:

HUNT COMMUNITIES BASTROP,
LLC, a Delaware limited liability company

By: Hunt Communities Development
Co., LLC, a Texas limited liability
company, its Sole Member

By: _____
Justin Chapman, President

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2017, by Justin Chapman, President of Hunt Communities Development Co., LLC, a Texas limited liability company, Sole Member of Hunt Communities Bastrop, LLC, a Delaware limited liability company, on behalf of said limited liability companies.

NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1A:

THE COLONY MUNICIPAL UTILITY
DISTRICT NO. 1A

By: _____
William T. Higgins IV, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2017,
by William T. Higgins IV, President of the Board of Directors of The Colony Municipal Utility
District No. 1A, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1B:

THE COLONY MUNICIPAL UTILITY
DISTRICT NO. 1B

By: _____
Susan Weems Wendel, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2017, by Susan Weems Wendel, President of the Board of Directors of The Colony Municipal Utility District No. 1B, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1C:

THE COLONY MUNICIPAL UTILITY
DISTRICT NO. 1C

By: _____
Rene Barrientos, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____,
2017, by Rene Barrientos, President of the Board of Directors of The Colony Municipal Utility
District No. 1C, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

COUNTERPART SIGNATURE PAGE TO:

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1D:

THE COLONY MUNICIPAL UTILITY
DISTRICT NO. 1D

By: _____
Dave Griesenbeck, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____, 2017,
by Dave Griesenbeck, President of the Board of Directors of The Colony Municipal Utility District
No. 1D, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1E:

THE COLONY MUNICIPAL UTILITY
DISTRICT NO. 1E

By: _____
_____ Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the _____ day of _____, 2017, by _____, _____ of the Board of Directors of The Colony Municipal Utility District No. 1E, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1F:

THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1F

By: _____
Judith K. Hoover, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the _____ day of _____, 2017, by Judith K. Hoover, President of the Board of Directors of The Colony Municipal Utility District No. 1F, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

SECOND AMENDMENT TO CONSENT AGREEMENT FOR THE COLONY
MUNICIPAL UTILITY DISTRICT NO. 1 AND SUCCESSOR DISTRICTS TO BE
CREATED BY DIVISION OF THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1

DISTRICT 1G:

THE COLONY MUNICIPAL UTILITY
DISTRICT NO. 1G

By: _____
Richard T. Banks, President
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me on the ____ day of _____,
2017, by Richard T. Banks, President of the Board of Directors of The Colony Municipal Utility
District No. 1G, a political subdivision of the State of Texas, on behalf of said district.

NOTARY PUBLIC, State of Texas

EXHIBIT "A" UPDATED LOT STANDARDS

Lot Size and Setback Matrix

The Colony
Lot Matrix by Zoning District

The Colony MUD #1
Second Amendment to Consent Agreement

City of Bestrop Zoning Equivalent	¹ Zoning Category for the Colony (Colony - Zoning)	Min. Lot Area Sq. Ft.	Min. Dwelling Unit Size Sq. Ft.	Min. Lot Width	Min. Lot Depth	Min. Front Yard	Min. Interior Side Yard	Min. Side when two Story & Adj. SF Zoning	Min. Ext. Yard (See Sec. 43.3)	Min. Rear Yard	Min. Rear when two Story & Adj. SF Zoning	Max. Height of Building	Max. Lot Coverage by Building	² Maximum Percent of Acreage by Land Use Category
Single Family														
Single Family Residential														
NA	Colony - E (Estate Lot)	10,000 Sq. Ft.	1800 Sq. Ft.	80'	120'	30'	10'		15'	25'		2.5 stories	40%	40%
NA	Colony - S (Standard Lot)	6,000 Sq. Ft.	1000 Sq. Ft.	50'	110'	20'	5'		15'	15'		2.5 stories	50%	40%
PD	Colony - G (Garden Home)	4,500 Sq. Ft.	1000 Sq. Ft.	45'	100'	20'	0' & 10'		15'	10'/20'		2.5 stories	50%	20%
SFA	Duplex / Townhome	3,000 Sq. Ft.	1000 Sq. Ft.	28'	100'	28'	5' & 5'		15'	10'/20'		2.5 stories	60%	10%
Multi-Family														
Multi family														
MF-1	MF-1	10,000 Sq. Ft.	600 Sq. Ft.	500'	100'	25'	15'	60'	15'	55'	30'	3 stories	50%	5%
MF-2	MF-2	15,000 Sq. Ft.	600 Sq. Ft.	500'	125'									
Commercial														
Commercial														
O	O	7,000 Sq. Ft.	N/A	60'	110'	25'	10'/25'	60'	25'	20'/25'	60'	2 stories	50%	5%
NS	NS	7,000 Sq. Ft.	N/A	60'	110'	25'	10'/25'		25'	20'/25'		1 story	50%	
GR	GR	12,000 Sq. Ft.	N/A	500'	110'	25'	10'/30'	60'	25'	20'/30'	60'	2 stories	50%	
CT	CT	12,000 Sq. Ft.	N/A	500'	110'	25'	10'		25'	20'		2 stories	50%	
C-1	C-1	12,000 Sq. Ft.	N/A	500'	110'	25'	10'/30'	60'	25'	20'/30'	60'	2.5 stories	50%	
C-2	C-2	12,000 Sq. Ft.	N/A	500'	110'	25'	10'/30'	60'	25'	20'/30'	60'	2.5 stories	65%	
Summary of Setback Restrictions	Colony - G (Garden Home)	Minimum Side Yard	Zero lot line residences are required to have a ten (10) ft. setback on the opposite side of the zero (0) lot line.											
		Roof Overhangs	Roof overhangs on the zero lot line side of a Garden Home Lot may extend up to eighteen (18) inches into the adjacent lot ten (10) ft. setback.											
		Maintenance Easement	A five (5) ft. maintenance easement is reserved in the ten (10) ft. side yard setback of each lot for maintenance of the adjacent Garden Home property.											
		Minimum Rear Yard	When a residence has a rear loaded garage, the spacing between the alley and the garage must be a minimum of twenty (20) ft.											
	COLONY - SFA Single Family Attached (Duplex or Townhome)	Minimum Side Yard	Duplexes have a ten (10) ft. spacing between residences on interior side yards. Fifteen (15) ft. minimum side yard on corner lots.											
		Roof Overhangs	Roof overhangs on the zero lot line side of a Lot may extend up to eighteen (18) inches into the adjacent lot ten (10) ft. setback.											
		Maintenance Easement	A five (5) ft. maintenance easement is reserved in the ten (10) ft. side yard setback of each lot for maintenance of the adjacent residence property.											
		Minimum Rear Yard	When a residence has a rear loaded garage, the spacing between the alley and the garage must be a minimum of twenty (20) ft.											
	O	Minimum Interior Side Yard	Setback is ten (10) ft. for single story structures, twenty-five (25) ft. for multi-story buildings and sixty (60) ft. adjacent single-family lot.											
		Minimum Rear Yard	Setback is ten (10) ft. for single story structures, thirty (30) ft. for multi-story buildings and sixty (60) ft. adjacent single-family lot.											
	NS	Minimum Interior Side Yard	Ten feet (10') or twenty-five feet (25') when adjacent to a single-family lot.											
		Minimum Rear Yard	Twenty feet (20') or twenty-five feet (25') when adjacent to a single-family lot.											
GR	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single family residential. Sixty (60) ft. setback if structure over one (1) story.												
	Rear Setback	Minimum twenty (20) ft. setback adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.												
C-1	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single family lot. Sixty (60) ft. setback if over one (1) story.												
	Rear Setback	Minimum twenty (20) ft. setback adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.												
C-2	Side Setback	Single Story - minimum ten (10) ft. interior / twenty-five (25) ft. exterior side setback. Thirty (30) ft. setback if adjacent to single family lot. Sixty (60) ft. setback if over one (1) story.												
	Rear Setback	Minimum twenty (20) ft. setback adjacent to single-family lot, shall observe thirty (30) ft. setback if one (1) story structure. Multi-story structure sixty (60) ft. setback.												
Footnotes	¹ This Lot Matrix controls in the event of a conflict with City of Bestrop development regulations, where this Lot Matrix is silent the Bestrop development regulations control.													
	² Maximum number of Living Unit Equivalence (LUE) will not exceed 2396 LUE's (2500 Total LUE's inclusive of MUD 112)													

EXHIBIT “B”

MINIMUM CRITERIA TO BE INCLUDED IN RESTRICTIVE COVENANTS

- Exterior Masonry Requirements - Minimum masonry requirements will be set at 75%. Masonry includes: brick, stone, stucco, and hardiplank.
- Landscaping - Use of drought-resistant landscaping or water-conserving techniques in the Project is encouraged. Xeriscaping will be allowed in certain instances in the common areas and at residences in accordance with a Xeriscaping Policy set forth in the Restrictive Covenants. All landscapes and landscaping must be approved by the Developer prior to installation. To further help conserve water, large expansive areas of natural grass and vegetation will not be required to be irrigated. The use of drip irrigation is encouraged.
- Front Setbacks – All lots will be allowed to have staggered, 20'-25' building setbacks to help achieve aesthetically pleasing street view. All front setbacks will be measured from the property line or right-of-way. At minimum, there must be a front building setback change (between the allowed 20'-25') on every fourth lot.
- Utilities - All utilities shall be provided separately to each lot so that each home will be individually metered.
- Recreational vehicles - Recreational vehicles, travel trailers or motor homes may not be used for on-site dwelling purposes and will be hidden from public view.
- Fencing - Electrical Fencing and barbed wire is prohibited as perimeter fencing. Only 6' cedar, wrought iron, or masonry fencing will be allowed.
- Open Yard Storage - Open storage is prohibited (except **for materials for the resident's** personal use or consumption (*i.e.*, firewood, gardening materials, etc.).
- Side Entry Garages - Single-family homes with side entry garages where lot frontage is only to one street (not a corner lot) shall have a minimum of twenty-five feet (25') from the garage door to the side property line for maneuvering.
- Roofs - All single-family residential structures shall have roof slopes with a minimum of 3:12 pitch.

EXHIBIT "C"
2007 ANNEXATION RESOLUTION

STATE OF TEXAS

COUNTY OF BASTROP

§
§
§

CERTIFICATE TO COPY OF PUBLIC RECORDS

I hereby certify, in the performance of the functions of my office, that the attached is a full, true and correct copy of **Resolution No. R-2007-14, a Resolution Of The City Of Bastrop, Texas Consenting To The Annexation of 25.728 Acres Of Land Into The Colony Municipal Utility District No. 1A and containing findings and provisions relating to this subject**, and is an official record from the public office of the City Secretary of Bastrop, Bastrop County, State of Texas, and is kept in said office.

I further certify that I am City Secretary, that I have legal custody of said record and that I am lawful possessor and keeper and have legal custody of the records in said office.

In witness whereof I have hereunto set my hand and affixed the official seal of said office this 20th day of August 2007.



Teresa Valdez
City Secretary

Bastrop County
State of Texas

RESOLUTION NO. R-2007-14

CITY OF BASTROP
BASTROP COUNTY, TEXAS

A RESOLUTION OF THE CITY OF BASTROP, TEXAS CONSENTING TO THE ANNEXATION OF 25.728 ACRES OF LAND INTO THE COLONY MUNICIPAL UTILITY DISTRICT NO. 1A AND CONTAINING FINDINGS AND PROVISIONS RELATING TO THIS SUBJECT.

WHEREAS, The Colony Municipal Utility District No. 1A (the "District") lies within the extraterritorial jurisdiction of the City of Bastrop (the "City"); and

WHEREAS, the City has received a request from the owner of approximately 25.728 acres of land into the District; and

WHEREAS, the City is willing to consent to the District's annexation of the land;

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

Section 1. That the City hereby consents to the annexation of the 25.728 acre tract of land more particularly described on Exhibit "A", attached hereto and incorporated herein for all purposes, into the boundaries of The Colony Municipal Utility District No. 1A.

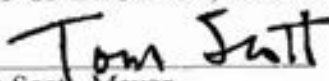
Section 2. No further action on the part of the City will be required to evidence its consent to the District's annexation of the land described on Exhibit "A", but the City agrees to provide additional confirmation of its consent if requested to do so by the landowner or the District.

Section 3. If any provision of this resolution or the application thereof to any person or circumstance is ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this resolution, nor the application of the provision to any other persons or circumstances will be affected thereby.

Section 4. The City Council officially finds, determines and declares that sufficient written notice of the date, hour, place and subject of each meeting at which this resolution was discussed, considered or acted upon was given in the manner required by the Texas Open Meetings Act, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration and action. The City Council ratifies, approves and confirms such notices and the content and posting thereof.

PASSED, APPROVED AND ADOPTED on the 14th day of August 2007.

CITY OF BASTROP, TEXAS


Tom Scott, Mayor

ATTEST:


Teresa Valdez, City Secretary

EXHIBIT "A"

25.728 acres of land in Bastrop County, Texas consisting of (a) 22.091 acres of land, more or less, out of the Jose Manuel Bangs Survey, Abstract 5, in Bastrop County, Texas, more fully described by metes and bounds on Exhibit "A-1", attached hereto and incorporated herein for all purposes; and (b) 3.637 acres of land, more or less, out of the Jose Manuel Bangs Survey, in Bastrop County, Texas, more fully described by metes and bounds on Exhibit "A-2", attached hereto and incorporated herein for all purposes.

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EXHIBIT "A-1"

213

**JAMES E. GARON
& ASSOCIATES, INC.**
PROFESSIONAL LAND SURVEYORS

924 Main Street
Bastrop, Texas 78602
512-303-4185
Fax 512-321-2107
jgaron@austin.rr.com

October 17, 2006

LEGAL DESCRIPTION: BEING A 22.091 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF THE JOSE MANUEL BANGS SURVEY, ABSTRACT 5 IN BASTROP COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO WILLIAM T. ARCHER JR. AND SANDRA ARCHER BY DEED RECORDED IN VOLUME 806, PAGE 609 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS; SAID 22.091 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES, INC. IN JULY 1996 AND OCTOBER 2006:

BEGINNING at a iron rod on the easterly right-of-way (80') line of F.M. Highway 969 for the northwesterly corner hereof and southwesterly corner of that certain 22.398 acre tract of land conveyed to Jerry Lee and Elizabeth J. Pulley by deed recorded in Volume 973, Page 18 of said deed records;

THENCE N 69°17'49" E, passing an iron rod found for reference at a distance of 1470.72 feet and continuing for a total distance of 1547.99 feet to a 5/8" iron rod found for and angle point;

THENCE N 72°27'27" E a distance of 32.64 feet to a 5/8" iron rod found on the west bank of the Colorado River for the northeast corner hereof;

THENCE along said river bank the following three (3) calls:

1. S 02°03'06" W a distance of 386.12 feet;
2. S 20°21'13" E a distance of 88.79 feet;
3. S 15°58'44" E a distance of 248.94 feet to a fence post found for the southeast corner hereof and northeast corner of that certain 8.870 acre tract of land conveyed to Andy L. and Janice M. Isbell by deed recorded in Volume 1086, Page 554 of said deed records;

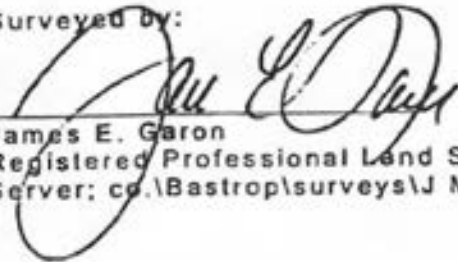
THENCE S 68°56'28" W a distance of 1290.62 feet to an iron rod found on the curving, east right-of-way line of F.M. Highway 969 for the southwest corner hereof and northwest corner of said 8.870 acre tract;

12

October 17, 2006

THENCE along said right-of-way line a length of 680.69 feet along the arc of a curve to the left having a radius of 1472.51 feet and a chord bearing N 29°43'49" W, a distance of 674.65 feet to a concrete right-of-way monument found for endpoint and N 41°21'48" W a distance of 38.98 feet to the POINT OF BEGINNING and containing 22.091 acres of land, more or less and as shown on map of survey prepared herewith

Surveyed by:



James E. Garon
Registered Professional Land Surveyor
Server: c:\Bastrop\surveys\J M Bangs\b65806.doc



DALE L. OLSON

Registered Professional Land Surveyor
711 Water Street
Bastrop, TX 78602

Phone (512) 321-5476 * Fax (512) 303-5476

FIELD NOTES FOR A 3.637 ACRE TRACT IN THE JOSE MANUEL BANGS SURVEY, BASTROP COUNTY, TEXAS.

BEING a 3.637 acre tract or parcel of land out of and being a part of the Jose Manuel Bangs Survey, A-5, in Bastrop County, Texas, and being a part of that certain 8.63 acre tract described as 8.87 acres less 0.24 acres in a deed from Lewis Rae Rhodes, Jr. to Andy L. Isbell and wife, Janace M. Isbell, recorded in Volume 1086, Page 544, Bastrop County Deed Records. Herein described tract or parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of the said 8.63 acre tract, a 5/8 inch iron rod found at a fence corner in the curving east line of Farm to Market Road No. 969, the northwest corner of that certain 94.375 acre tract described in a deed from Patricia Leonard Mitchell to Sabine Investment Co., recorded in Volume 1331, Page 874, Bastrop County Deed Records for the southwest corner of this tract.

THENCE with the curving east line of Farm to Market Road No. 969 and west line of the said 8.63 acre tract along a curve to the left whose radius is 1472.47 feet; whose long chord bears N 12 deg. 52 min. 44 sec. W, 259.45 feet; 259.79 feet along the arc to a 1/2 inch iron rod found at a fence corner, the southwest corner of that certain 22.089 acre tract described in a deed from Howard O. Ebner, et ux, to Roscoe C. Morris, et ux, recorded in Volume 268, Page 164, Bastrop County Deed Records, the northwest corner of the said 8.63 acre tract for the northwest corner of this tract.

THENCE with the south line of the Morris 22.089 acre tract and north line of the 8.63 acre tract, N 67 deg. 28 min. 52 sec. E, 571.33 feet to a 5/8 inch iron rod set for the northeast corner of this tract.

THENCE crossing said 8.63 acre tract, S 20 deg. 59 min. 01 sec. E, 284.16 feet to a 5/8 inch iron rod set in the south line of same, the north line of the before mentioned Sabine 94.375 acre tract for the southeast corner of this tract.

THENCE with the north line of the Sabine 94.375 acre tract and south line of the 8.63 acre tract, S 70 deg. 08 min. 49 sec. W, 607.82 feet to the POINT OF BEGINNING, containing 3.637 acres of land.

[Signature] Dale L. Olson
 Reg. Pro. Land Surveyor 1753



[Signature] Michael D. Olson
 Reg. Pro. Land Surveyor 5386

©2006 Dale L. Olson Surveying Co.
 Order #: 147606 Date Created: 10/10/06

[Signature]
 12/15/06
 14

JOSE MANUEL BANGS SURVEY, A-5

SCALE: 1" = 100'

- CONCRETE MONUMENT
- IRON ROD FOUND
- IRON PIPE FOUND
- S/S IRON ROD SET
- FENCE POST
- TREE
- UTILITY POLE
- WATER METER
- WATER WELL
- FENCE LINE
- ELECTRIC LINE



FENCES DO NOT REFLECT PROPERTY LINES

The undersigned does hereby certify to the title herein, hereunto, under the Big Game and Water Purchase, that the survey was the day, made on the ground, and that the property legally described herein, and all corners, and that there are no discrepancies, conflicts, or changes in area, boundary, or contents, encroachments, overlapping of agreements, water utility lines, or roads in place, except as shown herein, and that said property has frontage on a dedicated road way, except as shown herein.

DALE L. OLSON
REGISTERED PROFESSIONAL LAND SURVEYOR
711 WATER STREET (512) 321-5476 BASTROP, TEXAS

SURVEY PLAT
of a 3.637 ACRE TRACT in the
JOSE MANUEL BANGS SURVEY,
A-5, BASTROP COUNTY, TEXAS.

Dale L. Olson
DALE L. OLSON
REG. NO. 512
DALE L. OLSON SURVEYING COMPANY
1412 S. 14TH STREET BASTROP, TEXAS 77817
DALE L. OLSON SURVEYING COMPANY
1412 S. 14TH STREET BASTROP, TEXAS 77817

SCALE:	1" = 100'	SABINE INVESTMENT Co.		
SECTION:	5 WEST	RD. 11E	104E	TR. 14E
TWP.:	4 07 N.	RD. 11E	104E	TR. 14E



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 9E

TITLE:

Consider action to approve Resolution No. R-2017-62 of the City Council of the City of Bastrop, Texas, approving the preliminary plat known as Bastrop Grove being 52.684 acres out of the Nancy Blakey survey, located east of State Highway 304 and south of west State Highway 71, within the City limits of Bastrop, Texas, repealing all conflicting resolutions; and providing an effective date.

STAFF REPRESENTATIVE:

Wesley Brandon, P.E., Director of Planning and Engineering

BACKGROUND/HISTORY:

The applicant has submitted a new Preliminary Plat for the Bastrop Grove Subdivision. The plat divides 52.684 acres into two larger commercial lots, 18.31 acres and 24.16 acres, and seven smaller commercial lots, ranging from 1.11 acres to 1.54 acres (Exhibit B). This preliminary plat includes the dedication of 30-feet of right-of-way for the extension of Agnes Street (1.43 acres). The remaining 30-feet of the required 60-foot total right-of-way width will be dedicated with the development of the property to the south.

A previous preliminary plat was approved by City Council on July 8, 2014 for this same tract. The Grove Subdivision Preliminary Plat received approval from City Council for a request to subdivide the 52.684 acre tract into one large commercial lot and 7 smaller commercial lots fronting SH 71.

Traffic Impact Analysis and Driveways

Section 1.30 of the Bastrop Subdivision Ordinance requires the submittal of a traffic impact analysis (TIA) that identifies the improvements needed to accommodate traffic impacts to the surrounding transportation system. The applicant has submitted a TIA that quantifies the impact of the development, and provides the recommended improvements to mitigate those impacts. Examples of these improvements include traffic signal improvements, additional turn lanes, and deceleration lanes along SH 71.

The proposed development will take access from the eastbound SH 71 frontage road and SH 304. The seven (7) outparcels located along SH 71 will take access from internal driveways and access easements, rather than having individual driveways along the SH 71. The development plan also indicates extending Agnes Street along the southern property line. Agnes Street is proposed to be built in two phases, the first phase being the northern half of the roadway, and the second half being built when required to serve the undeveloped property to the south.

Utilities

The development will connect to the City's water and wastewater systems currently located along SH 71 and SH 304. The development proposes to extend a 12-inch diameter water line along the extension of Agnes, which will ultimately connect to an existing water line located along SH 71. Wastewater services will be provided along the southern property boundary, and connect to the City's existing wastewater system along SH 71 via a proposed lift station and force main.

Electric service will be provided by Bluebonnet Electric.

Drainage

Stormwater runoff generated by the proposed development will flow from the northern side of the property to the southern side, consistent with the site's existing drainage patterns. Drainage flow from the property ultimately discharges into the Colorado River, located south of the development. A proposed drainage channel and detention pond system is proposed to mitigate the impacts to downstream property.

PUBLIC COMMENTS:

Seven (7) adjacent property owner notifications were mailed on July 11, 2017. At the time of this report, one (1) response was received in favor. No verbal comments were made by the public at the P&Z meeting (Attachment 3).

POLICY EXPLANATION:

Chapter 212 of the Texas Local Government Code (LGC) gives municipalities the ability to regulate the subdivision of land. The Bastrop Code of Ordinances, Chapter 10 includes the process and standards for subdivisions within the city limits and extra-territorial jurisdiction.

A Preliminary Plat must be reviewed by staff, and then reviewed by the Planning & Zoning Commission for a recommendation to City Council. The City Council will then approve or deny the Preliminary Plat. Per the LGC, Chapter 212, if a plat meets all of the rules within the subdivision regulations the governing body must approve the plat. Additional information on the policy explanation is included in the attached Planning & Zoning Commission report.

After the Preliminary Plat is approved, the applicant must submit construction plans detailing the installation of the public infrastructure. Once these are complete, the Final Plat is forwarded to City Council for approval.

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-62 of the City Council of the City of Bastrop, Texas, approving the preliminary plat known as Bastrop Grove being 52.684 acres out of the Nancy Blakey survey, located east of State Highway 304 and south of west State Highway 71, within the City limits of Bastrop, Texas, repealing all conflicting resolutions; and providing an effective date.

ATTACHMENTS:

Resolution R-2017-62 with Exhibits

Exhibit A: Location Map

Exhibit B: Preliminary Plat

Planning & Zoning Staff Report

Attachment 1: Location Map

Attachment 2: Letter from Applicant

Attachment 3: Surrounding Property Owners' Responses

Attachment 4: Preliminary Plat

RESOLUTION NO. R-2017-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE PRELIMINARY PLAT KNOWN AS BASTROP GROVE BEING 52.684 ACRES OUT OF THE NANCY BLAKEY SURVEY, LOCATED EAST OF STATE HIGHWAY 304 AND SOUTH OF WEST STATE HIGHWAY 71, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, 71 Retail Partners LP (“the Applicant”) has submitted a preliminary plat Bastrop Grove, a commercial subdivision; and

WHEREAS, the preliminary plat is consistent with the Comprehensive Plan designation of General Commercial and requirements of the Zoning District, C-1, Commercial-1; and

WHEREAS, the preliminary plat conforms to the Transportation Master Plan and includes right-of-way dedication for the extension of Agnes Street; and

WHEREAS, the preliminary plat for Bastrop Grove was recommended for approval by the Planning & Zoning Commission on July 27, 2017; and

WHEREAS, the Bastrop Planning and Engineering Department has reviewed the above-referenced final plat and found it is in compliance with the Comprehensive Plan, Zoning Ordinance, and Subdivision Ordinance; and

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

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

Section 1. The Preliminary Plat known as Bastrop Grove, being 52.684 acres out of the Nancy Blakey Survey, located east of Highway 304 and south of West State Highway 71, attached hereto as Exhibit “A” and incorporated herein for all purposes.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of August, 2017.

CITY OF BASTROP, TEXAS

APPROVED:

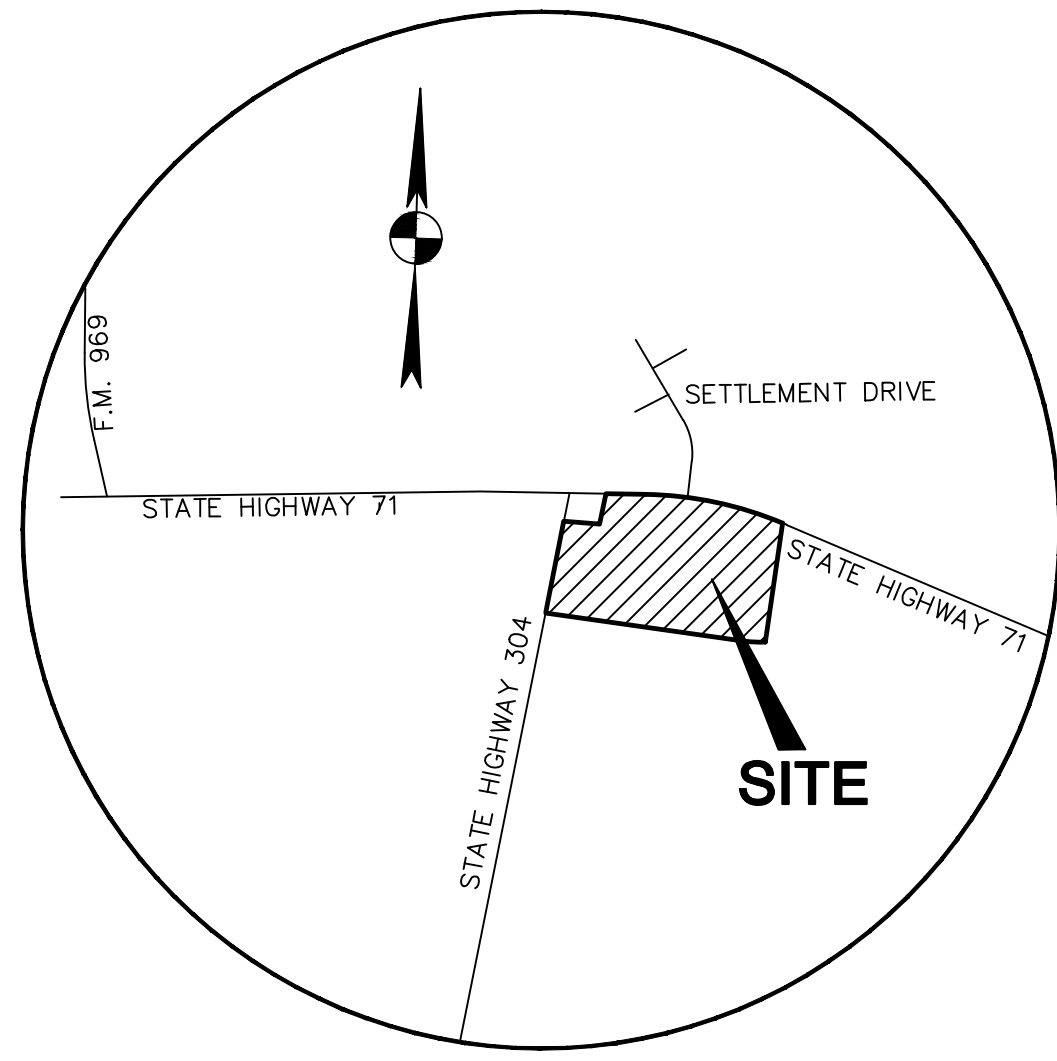
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



VICINITY MAP
N.T.S.

SHEET INDEX	
SHEET NO.	DESCRIPTION
1	COVER
2	PRELIMINARY PLAT
3	PRELIMINARY PLAT
4	GENERAL NOTES

BASTROP GROVE PRELIMINARY PLAT

OWNER: 71 RETAIL PARTNERS LP
8214 WESTCHESTER DRIVE, SUITE 550
DALLAS, TEXAS 75225

ENGINEER: STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

SURVEYOR: STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

BASTROP GROVE
ZONING: COMMERCIAL-1
NO. OF LOTS: 9
LOT ACREAGE: 51.25 ACRES
ROW ACREAGE: 1.43 ACRES
TOTAL ACREAGE: 52.68 ACRES

WATERSHED STATUS:

THIS SITE IS LOCATED WITHIN THE LOWER COLORADO-CUMMINS WATERSHED.

FLOODPLAIN INFORMATION:

A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE 500 YEAR FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, SHOWN ON MAP NO. 48021C0355E, DATED JANUARY 19, 2006 FOR CITY OF BASTROP.

LEGAL DESCRIPTION:

52.684 ACRES OF THE NANCY BLAKEY ABSTRACT NO. 98 SITUATED IN THE CITY OF BASTROP IN BASTROP COUNTY, TEXAS PER VOLUME 2245, PAGE 828.

UTILITY PROVIDERS:

WATER SERVICE: CITY OF BASTROP
WASTEWATER SERVICE: CITY OF BASTROP
ELECTRIC: BLUEBONNET ELECTRIC
GAS: CENTERPOINT ENERGY
TELEPHONE: AT&T

SUBDIVISION NO. :

ADDRESS :

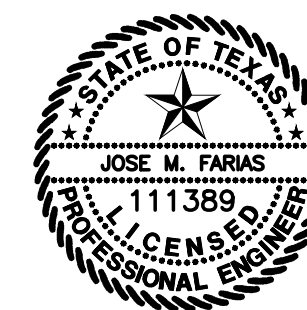
SUBMITTAL DATE : MAY 22, 2017

SUBMITTED BY :

07/12/2017

JOSE M. FARIS, P.E., P.E.
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

DATE



APPROVED FOR ACCEPTANCE:

CITY COUNCIL

DATE

NO.	DESCRIPTION	REVISE (R) ADD (A) VOID (V) SHEET NO.'S	TOTAL # SHEETS IN PLAN SET	NET CHANGE IMP. COVER (sq. ft.)	TOTAL SITE IMP. COVER (sq. ft.) [%]	CITY OF AUSTIN APPROVAL/DATE	DATE IMAGED

I, JOSE M. FARIS, P.E., P.E. AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PRELIMINARY PLAN IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF CHAPTER 10 OF THE BASTROP CITY CODE AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE, AND ADEQUATE FOR THE INTENDED PURPOSES, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

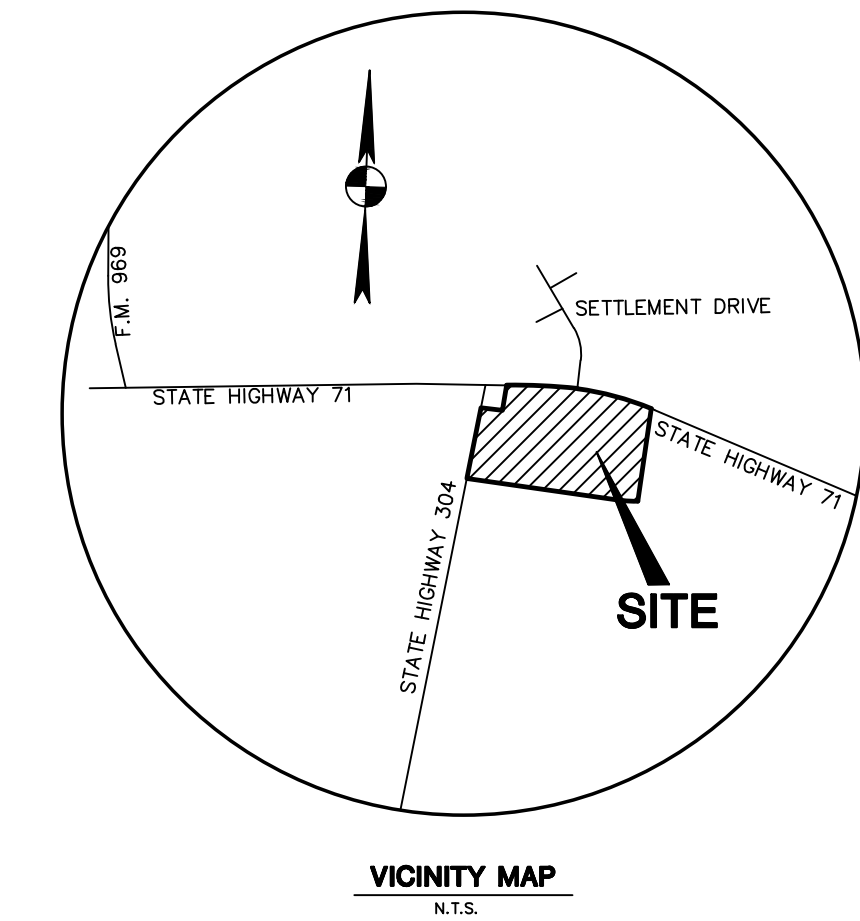
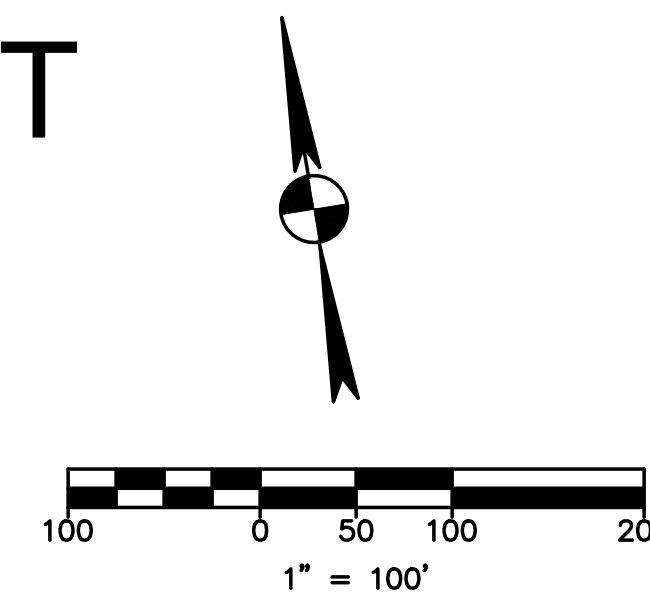
ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF BASTROP MUST RELY UPON THE ADEQUACY OF THE DESIGN ENGINEER. THE PLANS WERE PREPARED IN ACCORDANCE WITH CHAPTER 10, BASTROP CITY CODE.

FILE: V:\2220\active\222010772\civil\cad\prelim plat\222010772T12.dwg



221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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BASTROP GROVE PRELIMINARY PLAT



STATE HIGHWAY 71
(R.O.W. VARIES)
ASPHALT PAVEMENT
W/CURB AND GUTTER

VICINITY MAP
N.T.S.

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- 1/2" IRON ROD WITH "STANTEC" CAP SET
- LIGHT POLE
- POWER POLE
- DOWN CUY
- FIRE HYDRANT
- WATER VALVE
- CABLE TV RISER
- ELECTRIC BOX
- ELECTRIC METER
- OVERHEAD ELEC. LINE
- WASTEWATER MANHOLE
- STORMSEWER MANHOLE
- WASTE WATER CLEANOUT
- WASTE WATER LINE
- UNDERGROUND CABLE MARKER
- SIGN
- (XXX) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING

ZONING: COMMERCIAL-1

PARCEL LINE DATA		
LINE #	BEARING	DISTANCE
L1	N9°40'20"E	50.65'
L2	S80°19'41"E	100.00'
L3	S9°40'19"W	20.00'
L4	N87°43'09"E	2.31'
L5	N9°40'21"E	25.69'
L6	S80°19'40"E	120.01'
L7	S9°40'07"W	12.00'

PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	193.51'	1000.00'	11°05'14"	193.21'	N85° 51' 54.79"W
C2	635.52'	5058.31'	7°11'55"	635.10'	S84° 41' 47.98"E
C3	918.69'	5058.31'	10°24'22"	917.43'	S75° 53' 39.54"E
C4	204.20'	5058.31'	2°18'47"	204.19'	N79° 56' 27.16"W
C5	201.55'	5058.31'	2°16'59"	201.53'	N77° 38' 34.52"W
C6	213.44'	5058.31'	2°25'03"	213.42'	N75° 17' 33.57"W
C7	248.84'	5058.31'	2°49'07"	248.81'	N72° 40' 28.42"W
C8	50.67'	5058.31'	0°34'26"	50.67'	N70° 58' 41.75"W

BEARING BASIS NOTE:

THE BASIS OF BEARING OF THE SURVEY SHOWN HEREON IS TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83(96), UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

FLOOD NOTE:

THE TRACT SHOWN HEREON LIES WITHIN ZONE "X" (UNSHADED), (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AND ZONE "X" (SHADED), (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD), AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, AS SHOWN ON MAP NO. 48021C0355E, DATED JANUARY 19, 2006, FOR BASTROP COUNTY, TEXAS AND INCORPORATED AREAS. IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTES:

1. THE OUT-PARCEL LOTS SHALL NOT HAVE DIRECT ACCESS TO THE SH 71.
2. THE 18.31 ACRE LOT SHALL NOT HAVE DIRECT ACCESS TO SH 304.
3. THE OWNERS OF THE 18.31 ACRE LOT AND THE 24.4 ACRE LOT ARE RESPONSIBLE FOR PROVIDING PUBLIC ACCESS BETWEEN SH 71 AND AGNES ST. AT THE TIME OF THEIR DEVELOPMENT.
4. TOPOGRAPHY SHOWN WITHIN LOTS 1-6 AND AGNES STREET IS BASED ON A GROUND SURVEY.
5. TOPOGRAPHY SHOWN WITHIN LOTS 7-9 IS BASED ON 2008 CAPOCG 5' CONTOUR GIS DATA.

LOT 1, BLOCK "A"
HUNTERS CROSSING
SECTION NINE C
CAB. 5, PG. 142-B
VOLUME 2389, PAGE 88

LOT 1, BLOCK "A"
CONVERT AUTOMOBILE
DEALERSHIP SUBDIVISION
CABINET 2, PAGE 365-A
MATHIAS-BARNES PROPERTIES
INVESTMENTS LP
VOLUME 1698, PAGE 419

LOT 1, BLOCK "A"
HUNTERS CROSSING
SECTION NINE C
CAB. 5, PG. 142-B
VOLUME 2389, PAGE 88

LOT 1, BLOCK "A"
HUNTERS CROSSING
SECTION NINE C
CAB. 5, PG. 142-B
VOLUME 2389, PAGE 88

LOT 2A
HSF BASTROP
INVESTORS LLC
VOLUME 1776, PAGE 47
BLOCK "A"

RESUBDIVISION OF
LOT 1 BLOCK 4
CENTERS OF
WOODLAND VILLAGE BASTROP
CABINET 4, PAGE 160-A

LOT 1A
CENTERS OF WOODLAND
VILLAGE #2, LTD.
VOLUME 1335, PAGE 624

LOT 7
±1.11 ACRES

LOT 8
±1.15 ACRES

LOT 6
±1.19 ACRES

LOT 5
±1.29 ACRES

LOT 4
±1.25 ACRES

LOT 3
±1.25 ACRES

LOT 2
±1.54 ACRES

LOT 1
±24.16 ACRES

PORTION OF 52.684 ACRES
71 RETAIL PARTNERS, LP
VOLUME 2245, PAGE 878
NO BUILDINGS OBSERVED

REMAINDER OF 52.684 ACRES
71 RETAIL PARTNERS, LP
VOLUME 2245, PAGE 878

REMAINDER OF 145.891 ACRES
140 BASTROP 71, LP
VOLUME 2067, PAGE 241

REMAINDER OF 145.891 ACRES
140 BASTROP 71, LP
VOLUME 2067, PAGE 241

ZONING: GENERAL RETAIL

PRELIMINARY PLAT

**BASTROP GROVE PRELIMINARY PLAT
SH 71 AT SH 304, BASTROP, TX 78602**

71 RETAIL PARTNERS LP

DRAWN BY: JAMPSD
DESIGNED BY: PSD
QA / OC: JF
PROJECT NO.: 222010772

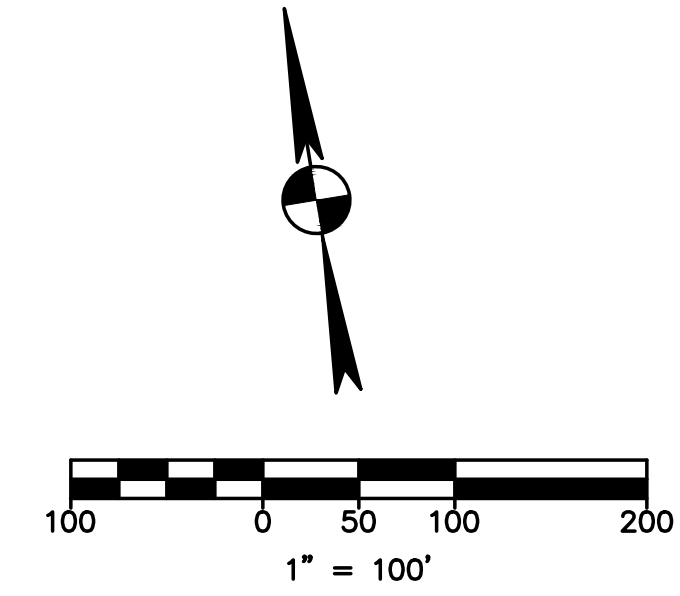
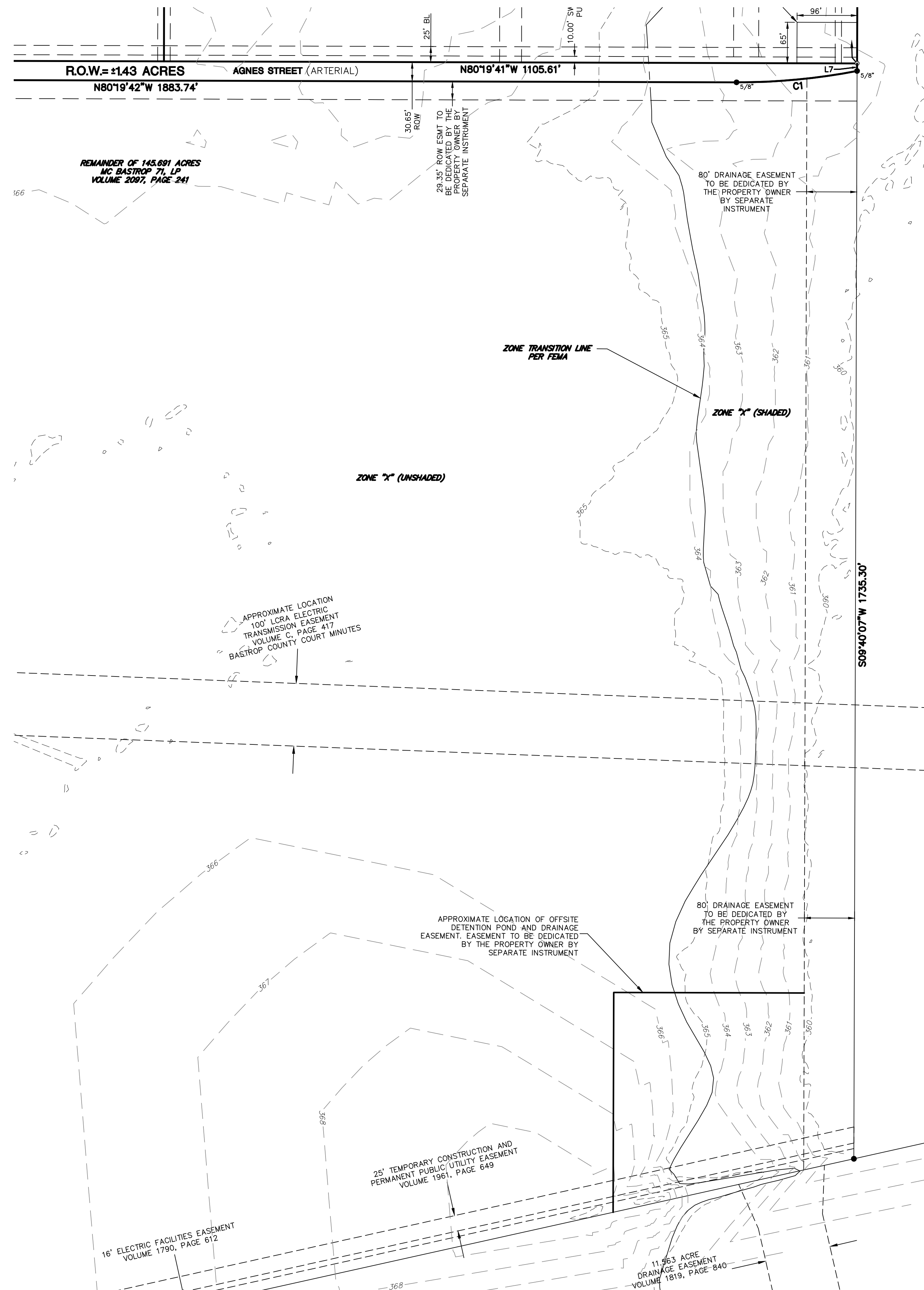
SHEET
2
OF 4

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel: (512) 338-0011 Fax: (512) 338-0325
TBP# F-6324 TBP# F-10194230
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STATE OF TEXAS
JAMES FARAS
11389
LICENSED PROFESSIONAL ENGINEER
07/12/2017

REVISION	DATE	NO.	APPROVAL

BASTROP GROVE PRELIMINARY PLAT



LEGEND

●	1/2" IRON ROD FOUND (UNLESS NOTED)
○	1/2" IRON ROD WITH "STANTEC" CAP SET
⊙	LIGHT POLE
⊛	POWER POLE
⊚	DOWN GUY
⊕	FIRE HYDRANT
⊖	WATER VALVE
⊗	CABLE TV RISER
⊘	ELECTRIC BOX
⊙	ELECTRIC METER
—○—	OVERHEAD ELEC. LINE
WMHO	WASTEWATER MANHOLE
SMHO	STORMSEWER MANHOLE
co°	WASTEWATER CLEANOUT
—w—	WASTE WATER LINE
—cgs	UNDERGROUND CABLE MARKER
—s—	SIGN
(XXX)	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING

NOTES:

1. TOPOGRAPHY SHOWN WITHIN THE MC BASTROP 71, LP TRACT OF LAND IS BASED ON 2008 CAPCOG 5' CONTOUR GIS DATA.
2. OFFSITE DETENTION POND BEING PROVIDED WILL PROVIDE DETENTION FOR LOTS 1-9 AND THE SECTION OF AGNES STREET (ARTERIAL) SHOWN ON THIS PLAT.

DATE	NO.	REVISION	APPROVAL

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 221 West Sixth Street, Suite 600
 Austin, Texas 78701
 Tel. (512) 338-0011 Fax (512) 338-0325
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PRELIMINARY PLAT

BASTROP GROVE PRELIMINARY PLAT
 SH 71 AT SH 304, BASTROP, TX 78602

71 RETAIL PARTNERS LP

DRAWN BY: JAMPFSD
 DESIGNED BY: PSD
 QA / OC: JF
 PROJECT NO.: 222010772

SHEET
3
 OF 4

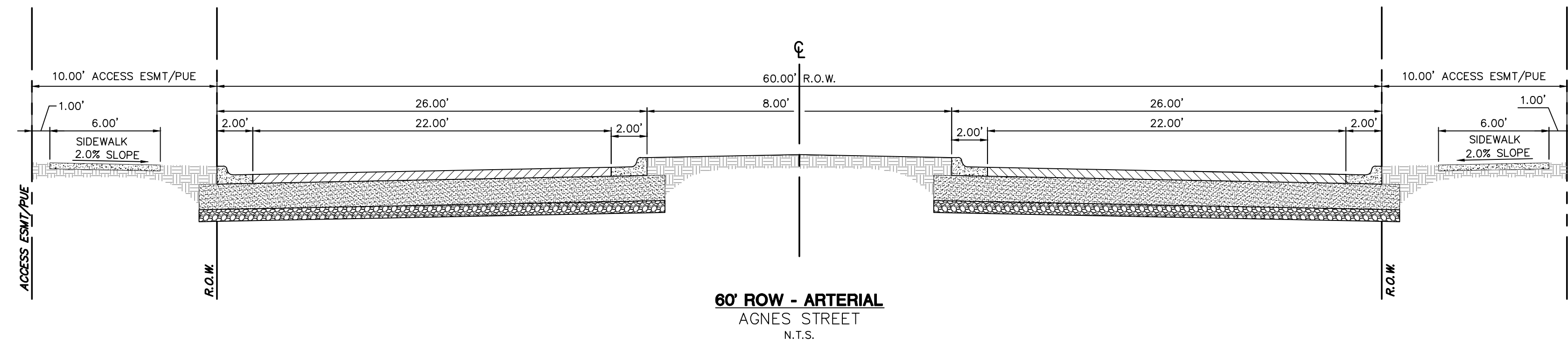
BASTROP GROVE PRELIMINARY PLAT

PRELIMINARY PLAN NOTES:

1. ALL EASEMENTS OF RECORD AS INDICATED ON THE MOST RECENT TITLE RUN (DATED: FEBRUARY 7, 2017, CONDUCTED BY _____) FOR THIS PROPERTY ARE SHOWN ON THIS PLAT.
2. FISCAL SURETY FOR SUBDIVISION CONSTRUCTION, IN A FORM ACCEPTABLE TO THE CITY OF BASTROP, SHALL BE PROVIDED PRIOR TO PLAT APPROVAL BY THE CITY.
3. THE OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES SOLE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF BASTROP. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR RE-PLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
4. WATER SERVICE IS PROVIDED BY THE CITY OF BASTROP.
5. WASTEWATER SERVICE IS PROVIDED BY THE CITY OF BASTROP.
6. ELECTRIC SERVICE IS PROVIDED BY THE BLUEBONNET ELECTRIC COOPERATIVE.
7. ALL UTILITIES WILL BE UNDERGROUND.
8. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
9. A PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 4802100355E FOR BASTROP CO., EFFECTIVE JANUARY 19, 2006 COMMUNITY # 480022 AND IS ON ZONE X.
10. OFF-SITE STORM WATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 5, 10, 25, 50 AND 100-YEAR STORM EVENTS.
11. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
12. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF BASTROP AND/OR BASTROP COUNTY.
13. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
14. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BASTROP.
15. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, RE-VEGETATION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
16. OUT-PARCEL LOTS SHALL HAVE NO DIRECT ACCESS TO SH 71.
17. LOT 9 SHALL HAVE NO DIRECT ACCESS TO SH 304.
18. OWNERS OF LOT 1 AND LOT 9 ARE RESPONSIBLE FOR PROVIDING PUBLIC ACCESS BETWEEN SH 71 AND AGNES STREET AT THE TIME OF THEIR DEVELOPMENT.
19. UTILITY IMPACT FEE SHALL BE BASED ON THE CITY OF BASTROP IMPACT FEE ORDINANCE IN EFFECTS AT THE TIME OF FINAL PLATTING FOR EACH LOT.
20. 35-FOOT ACCESS EASEMENT RUNNING NORTH TO SOUTH WITHIN LOT 9 MAY BE RELOCATED WITHIN LOT 9 SO LONG AS IT PROVIDES ACCESS BETWEEN SH 71 AND AGNES STREET.
21. DETENTION FOR LOTS 1-9 AND AGNES STREET WILL BE PROVIDED OFFSITE WITHIN THE ADJACENT TRACT OF LAND LOCATED SOUTH OF AGNES STREET. PLEASE REFERENCE SHEET 3 FOR APPROXIMATE LOCATION OF DETENTION IMPROVEMENTS. FOR DETENTION POND ENGINEERING CALCULATIONS, PLEASE REFERENCE ENGINEERING AND DRAINAGE REPORT PREPARED BY CARLSON, BRIGANCE, AND DOERING.
22. PRIOR TO A SITE DEVELOPMENT PERMIT BEING ISSUED, A DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS MUST BE RECORDED THAT DEFINES THE PARTY OR PARTIES RESPONSIBLE FOR THE MAINTENANCE OF SHARED/COMMON INTERNAL PRIVATE IMPROVEMENTS SUCH AS DRIVES AND FACILITIES USED IN CONNECTION WITH PRIVATE WATER, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER UTILITIES.
23. UTILITY IMPACT FEES SHALL BE BASED ON THE CITY OF BASTROP IMPACT FEE ORDINANCE IN EFFECT AT THE TIME OF FINAL PLATTING FOR EACH LOT.

GENERAL NOTES:

- 1) ONLY VISIBLE EVIDENCE OF IMPROVEMENTS AND UTILITIES IS SHOWN HEREON.
- 2) A FIELDNOTE DESCRIPTION HAS BEEN PREPARED TO ACCOMPANY THE SURVEY SHOWN HEREON AND IS IDENTIFIED AS STANTEC CONSULTING SERVICES, INC FIELDNOTE FILE FN. NO. 17-048(MJJ)
- 3) AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS IN RECENT MONTHS.
- 4) AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF RECENT CHANGE IN STREET RIGHTS-OF-WAY OR RECENT CONSTRUCTION OR REPAIRS OF STREETS, SIDEWALKS OR OTHER INFRASTRUCTURES.
- 5) THERE IS AN UNDERGROUND WASTEWATER LINE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 71. NO OTHER VISIBLE ABOVE-GROUND EVIDENCE OF OTHER UTILITIES WERE NOTED.



60' ROW - ARTERIAL
 AGNES STREET
 N.T.S.

DATE	NO.	REVISION	APPROVAL

Stantec
 221 West Sixth Street, Suite 600
 Austin, Texas 78701
 Tel: (512) 328-0011 Fax: (512) 328-0325
 TBPE # F-6324, TBPLS # F-10194230
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GENERAL NOTES

BASTROP GROVE PRELIMINARY PLAT
 SH 71 AT SH 304, BASTROP, TX 78602

71 RETAIL PARTNERS LP

DRAWN BY: JAMFSD
DESIGNED BY: PSD
QA / QC: JF
PROJECT NO.: 222010772

SHEET
4
 OF 4

PLANNING & ZONING STAFF REPORT



MEETING DATE: July 27, 2017

Item: H

TITLE:

Consider action to recommend approval of the Bastrop Grove Preliminary Plat located east of Highway 304 and south of West State Highway 71, being 52.684 acres out of the Nancy Blakey Survey and forward to the next available City Council meeting.

STAFF REPRESENTATIVE:

Wesley Brandon, P.E., Director of Planning and Engineering

ITEM DETAILS:

Site Address: East of Highway 304 and south of Highway 71 West (Attachment 1)

Total Acreage: 52.684 acres

Legal Description: 52.684 acres out of the Nancy Blakey Survey

Property Owner: 71 Retail Partners LP

Agent Contact: Jose A. Martinez, E.I.T.

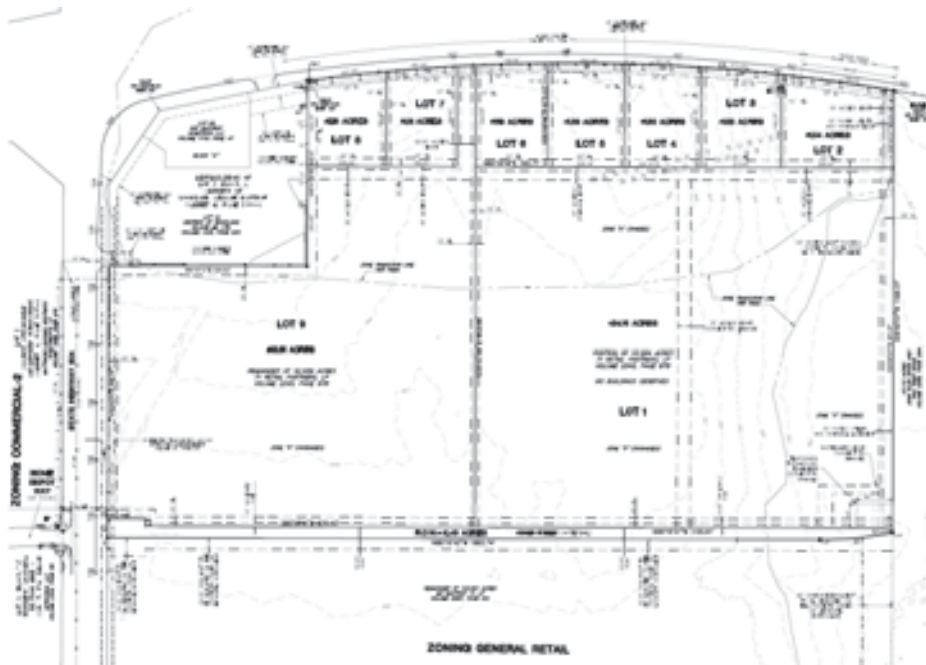
Existing Use: Vacant

Existing Zoning: C-1, Commercial -1

Future Land Use: General Commercial

BACKGROUND/HISTORY:

The applicant has submitted a new Preliminary Plat for the Bastrop Grove Subdivision. The plat is dividing up 52.684 acres into two larger commercial lots, 18.31 acres and 24.16 acres, and seven smaller commercial lots, ranging from 1.11 acres to 1.54 acres (Attachment 4). This preliminary plat includes the dedication of 30-feet of right-of-way for the extension of Agnes Street (1.43 acres). The remaining 30-feet of the required 60-foot total right-of-way width will be dedicated with the development of the property to the south.



*Attachment 3:
Preliminary Plat*

A previous preliminary plat was approved by City Council on July 8, 2014 for this same tract. The Grove Subdivision Preliminary Plat received approval from City Council for a request to subdivide the 52.684 acre tract into one large commercial lot and 7 smaller commercial lots fronting SH 71.

Traffic Impact Analysis and Driveways

Section 1.30 of the Bastrop Subdivision Ordinance requires the submittal of a traffic impact analysis (TIA) that identifies the improvements needed to accommodate traffic impacts to the surrounding transportation system. The applicant has submitted a TIA that quantifies the impact of the development, and provides the recommended improvements to mitigate those impacts. Examples of these improvements include traffic signal improvements, additional turn lanes, and deceleration lanes along SH 71.

The proposed development will take access from the eastbound SH 71 frontage road and SH 304. The seven (7) outparcels located along SH 71 will take access from internal driveways and access easements, rather than having individual driveways along the SH 71. The development plan also indicates extending Agnes Street along the southern property line. Agnes Street is proposed to be built in two phases, the first phase being the northern half of the roadway, and the second half being built when required to serve the undeveloped property to the south.

Utilities

The development will connect to the City's water and wastewater systems currently located along SH 71 and SH 304. The development proposes to extend a 12-inch diameter water line along the extension of Agnes, which will ultimately connect to an existing water line located along SH 71. Wastewater services will be provided along the southern property boundary, and connect to the City's existing wastewater system along SH 71 via a proposed lift station and force main.

Electric service will be provided by Bluebonnet Electric.

Drainage

Stormwater runoff generated by the proposed development will flow from the northern side of the property to the southern side, consistent with the site's existing drainage patterns. Drainage flow from the property ultimately discharges into the Colorado River, located south of the development. A proposed drainage channel and detention pond system is proposed to mitigate the impacts to downstream property.

PUBLIC COMMENTS:

Seven (7) adjacent property owner notifications were mailed on July 11, 2017. At the time of this report, one (1) response was received in favor. (Attachment 3)

POLICY EXPLANATION:

Local Government Code

Sec. 212.002. Rules.

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

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

Section 212.004 Plat Required

(a) The owner of a tract of land located within the limits or in the extraterritorial jurisdiction of a municipality who divides the tract in two or more parts to lay out a subdivision of

the tract, including an addition to a municipality, to lay out suburban, building, or other lots, or to lay out streets, alleys, squares, parks, or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts must have a plat of the subdivision prepared.

The applicant has proposed dividing up an undeveloped 52.684 acre tract into nine commercial lots. With the subdivision, public streets, drainage facilities, and water and wastewater infrastructure will be dedicated to the city.

Sec. 212.010. Standards for Approval

(a) The municipal authority responsible for approving plats shall approve a plat if:

- (1) it conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;

The preliminary plat conforms to the Future Land Use Plan, which is designated General Commercial for this area.

- (2) it conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;

The plat conforms to the adopted Transportation Master Plan. Half of the planned extension of Agnes Street will be dedicated and built with this development.

The plat also conforms with the Capital Improvement Plan and will install public extensions of the water and wastewater infrastructure.

- (3) a bond required under Section 212.0106, if applicable, is filed with the municipality; and

Required improvements and bonds will be furnished before the approval of the Final Plat.

- (4) it conforms to any rules adopted under Section 212.002.

The preliminary plat complies with the requirements of the adopted Subdivision Ordinance.

Code of Ordinances Chapter 10 – Subdivisions

Section 4.10 – Standard Procedure – Preliminary Plat

- 4.10.1 The subdivider shall submit a preliminary plat of the entire area being subdivided. Prior to the plat being placed before the Commission for consideration, the plat must be accepted as administratively complete by the Director of Planning and Development. A plat that contains the detailed information set forth in paragraphs 4.10.1 and 4.10.2 is considered administratively complete.

Planning and Engineering have reviewed the Bastrop Grove Preliminary Plat for compliance with subdivision and utility standards and have deemed the plat administratively complete.

RECOMMENDATION:

Consider action to recommend approval of the Bastrop Grove Preliminary Plat east of Highway 304 and south of West State Highway 71, being 52.684 acres out of the Nancy Blakey Survey and forward to the next available City Council meeting.

ATTACHMENTS:

Attachment 1: Location Map

Attachment 2: Letter from Applicant

Attachment 3: Surrounding Property Owners' Responses

Attachment 4: Preliminary Plat



Location Map
 Preliminary Plat for Bastrop Grove Subdivision



1 inch = 400 feet

Date: 7/11/2017

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



Stantec Consulting Services Inc.
221 West Sixth Street Suite 600, Austin TX 78701-3411

May 22, 2017
File: 222010772

Attention: Wesley Brandon, P.E.
City of Bastrop, TX
Planning and Engineering
1311 Chestnut Street
Bastrop, TX 78602

Dear Mr. Brandon,

**Reference: Bastrop Grove Preliminary Plan
State Highway 71 at State Highway 304
Bastrop, Texas 78602**

On behalf of our Client, Seton Network Facilities, Stantec Consulting Services, Inc., is submitting the attached Preliminary Plat application for the development of the Bastrop Grove tract. This plat is for the 52.684-acre site at SH 71 and SH 304 in Bastrop, Texas which will consist of 9 lots and ROW. The purpose of this Preliminary Plat is to give legal status to the proposed commercial development that will consist of medical facilities on the \pm 24-acre tract and possibly retail within the \pm 18-acre tract and frontage lots.

The subject tract is within the Full Purpose Jurisdiction of the City of Bastrop, Texas. This site is not over the Edwards Aquifer as defined by the Texas Commission on Environmental Quality. According to the Federal Emergency Management Agency Flood Insurance Rate Map for Bastrop County, Texas Community Panel Number 48021C0355E dated January 19, 2016, a portion of this site is within the 500-year floodplain.

Please accept the following letter and associated application and attachments as the formal submittal to the City of Bastrop for your favorable review. If you have any questions or comments, please do not hesitate to contact our office.

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink, appearing to read "Jose A. Martinez", is written over a faint circular stamp.

Jose A. Martinez, E.I.T.
Civil Designer
Phone: 512.328.0011
Jose.A.Martinez@stantec.com

Design with community in mind

**NOTICE OF PUBLIC HEARINGS
PLANNING AND ZONING COMMISSION AND CITY COUNCIL**

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a meeting on **July 27, 2017 at 6:00 p.m.** and the **City Council** will conduct a meeting **Tuesday, August 8, 2017 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** on the request for approval of the Preliminary Plat for Bastrop Grove Subdivision, being 52.684 acres of the Nancy Blakey Survey.

Owner/Applicant: 71 Retail Partners LP
Address: South of SH 71 and East of SH 304, Bastrop, Texas
Legal Description: 52.684 acres of the Nancy Blakey Survey

PLEASE SEE ATTACHED SITE LOCATION MAP & PRELIMINARY PLAT

As a property owner within 200' of the above referenced property, you are being notified of the public hearings and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at 1311 Chestnut Street or mailed to P.O. Box 427, Bastrop, Texas 78602 (512) 332-8840 any time prior to the public hearings.

For additional information, please visit or call the Planning & Development offices.

x *Covert Bastrop* PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- I am in favor of the request.
- I am opposed to the request.
- I have no objection to the request.

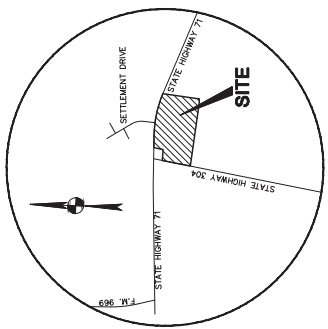
Property Owner Name: _____
Property Address: _____
Phone (optional): _____
Mailing Address: _____
Email (optional): _____
Property Owner's Signature: _____
Comments: (Optional)

RECEIVED
JUL 21 2017
By *[Signature]*

Please provide reply to: **Planning and Development Department**
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512) 332-8829

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER
2	PRELIMINARY PLAT
3	PRELIMINARY PLAT
4	GENERAL NOTES



VICINITY MAP
N.T.S.

BASTROP GROVE PRELIMINARY PLAT

BASTROP GROVE

ZONING: COMMERCIAL-1
 NO. OF LOTS: 9
 LOT AREA: 51.25 ACRES
 TOTAL AREA: 461.25 ACRES
 TOTAL ACREAGE: 52.68 ACRES

OWNER: 71 RETAIL PARTNERS LP
 8214 WESTCHESTER DRIVE, SUITE 550
 DALLAS, TEXAS 75225

ENGINEER: STANTEC CONSULTING SERVICES, INC.
 221 WEST SIXTH STREET, SUITE 600
 AUSTIN, TEXAS 78701
 (512) 328-0011

SURVEYOR: STANTEC CONSULTING SERVICES, INC.
 221 WEST SIXTH STREET, SUITE 600
 AUSTIN, TEXAS 78701
 (512) 328-0011

WATERSHED STATUS:

THIS SITE IS LOCATED WITHIN THE LOWER COLORADO-CUMMANS WATERSHED.

FLOODPLAIN INFORMATION:

A PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE 300-YEAR FLOODPLAIN AS SHOWN ON MAP NO. 4821C035E, DATED JANUARY 19, 2006 FOR INSURANCE ADMINISTRATION, SHOWN ON MAP NO. 4821C035E, DATED JANUARY 19, 2006 FOR CITY OF BASTROP.

LEGAL DESCRIPTION:

5284 ACRES OF THE MANCY BLAKEY ABSTRACT NO. 88 SITUATED IN THE CITY OF BASTROP IN BASTROP COUNTY, TEXAS PER VOLUME 246, PAGE 628.

UTILITY PROVIDERS:

WATER SERVICE: CITY OF BASTROP
 WASTEWATER SERVICE: CITY OF BASTROP
 ELECTRIC SERVICE: CENTRAL ELECTRIC
 GAS: CENTERPOINT ENERGY
 TELEPHONE: AT&T



221 West Sixth Street, Suite 600
 Austin, Texas 78701
 Tel: (512) 328-0011 Fax: (512) 328-0325
 TDD: (512) 328-0011
 Copyright © 2017



SUBMITTED BY: JOSEPH FARIS, P.E., P.E.
 CHAIRMAN, ENGINEERING SERVICES, INC.
 221 WEST SIXTH STREET, SUITE 600
 AUSTIN, TEXAS 78701
 (512) 328-0011

DATE: 07/12/2017

SUBMISSION NO.:
ADDRESS:

SUBMITTAL DATE: MAY 22, 2017

APPROVED FOR ACCEPTANCE:

DATE: _____
 CITY COUNCIL

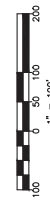
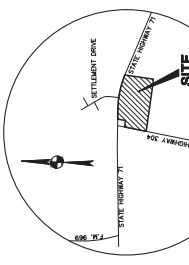
NO.	DESCRIPTION	REVISION (R) ADD (A) DELETE (D) SHEET NO. 3	TOTAL SHEETS IN PLAN (#4 & 7)(N)	NET CHANGE IN PLAN COVER (#4 & 7)(N)	TOTAL SITE AREA (#4 & 7)(N)	CITY OF AUSTIN APPROVAL DATE	DATE IMAGED

THE ENGINEER HAS MADE THE NECESSARY CHECKS AND VERIFIED THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT AND THE AVAILABILITY OF THE NECESSARY RECORDS AND DATA TO PREPARE THE PRELIMINARY PLAT. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS DETERMINED THAT THIS PRELIMINARY PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THE PRELIMINARY PLAT. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT.

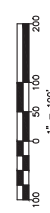
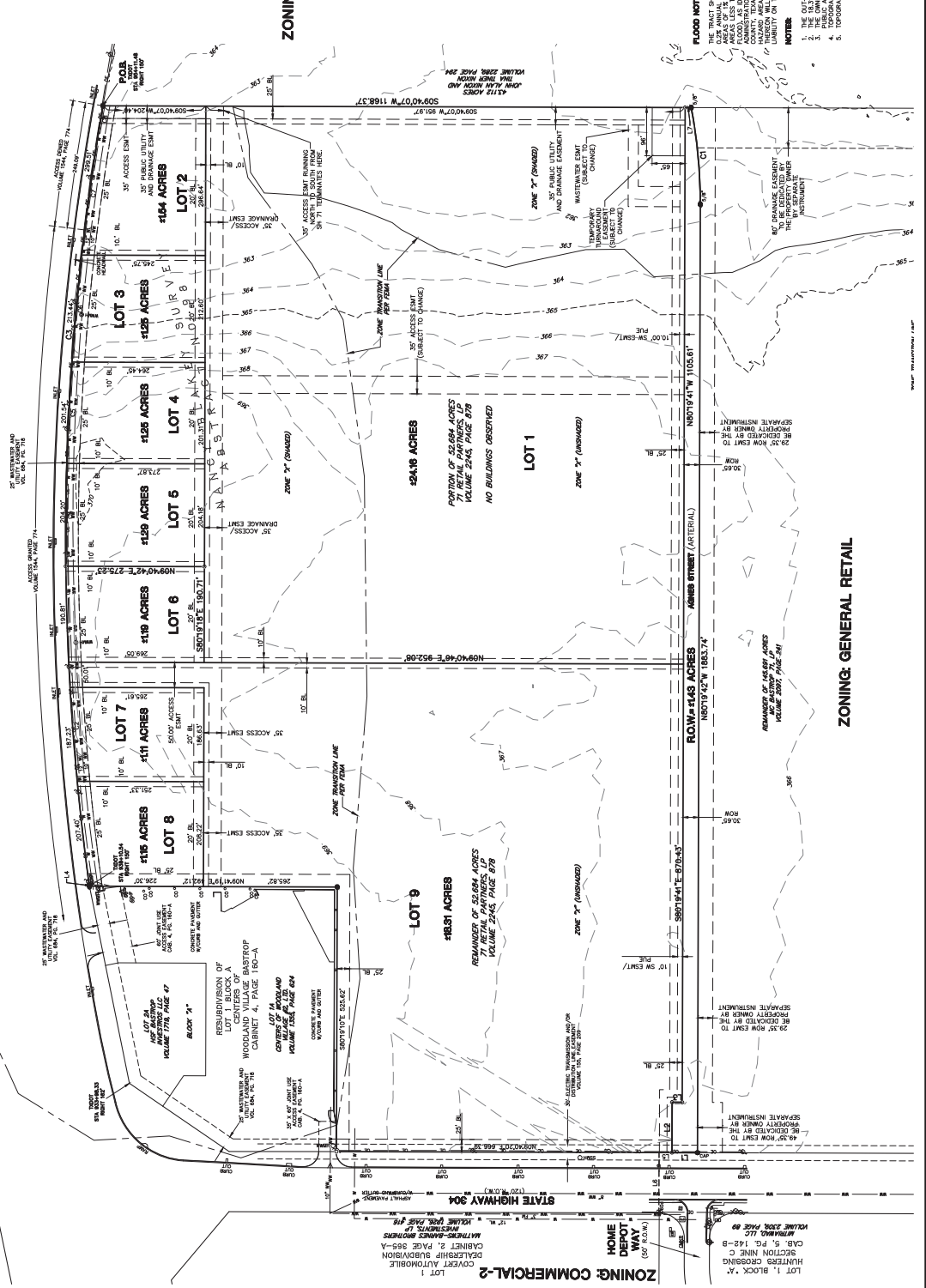
ALL DESIGNERS AND ENGINEERS ARE RESPONSIBLE FOR THE ACCURACY OF THEIR PLANS. THE CITY OF BASTROP MUST RELY UPON THE ACCURACY OF THE DESIGNER. THE CITY OF BASTROP MUST RELY UPON THE ACCURACY OF THE DESIGNER. THE CITY OF BASTROP MUST RELY UPON THE ACCURACY OF THE DESIGNER. THE CITY OF BASTROP MUST RELY UPON THE ACCURACY OF THE DESIGNER.

FILE: V:\2220\active\222010772\civil\cd\prelim plat\222010772112.dwg

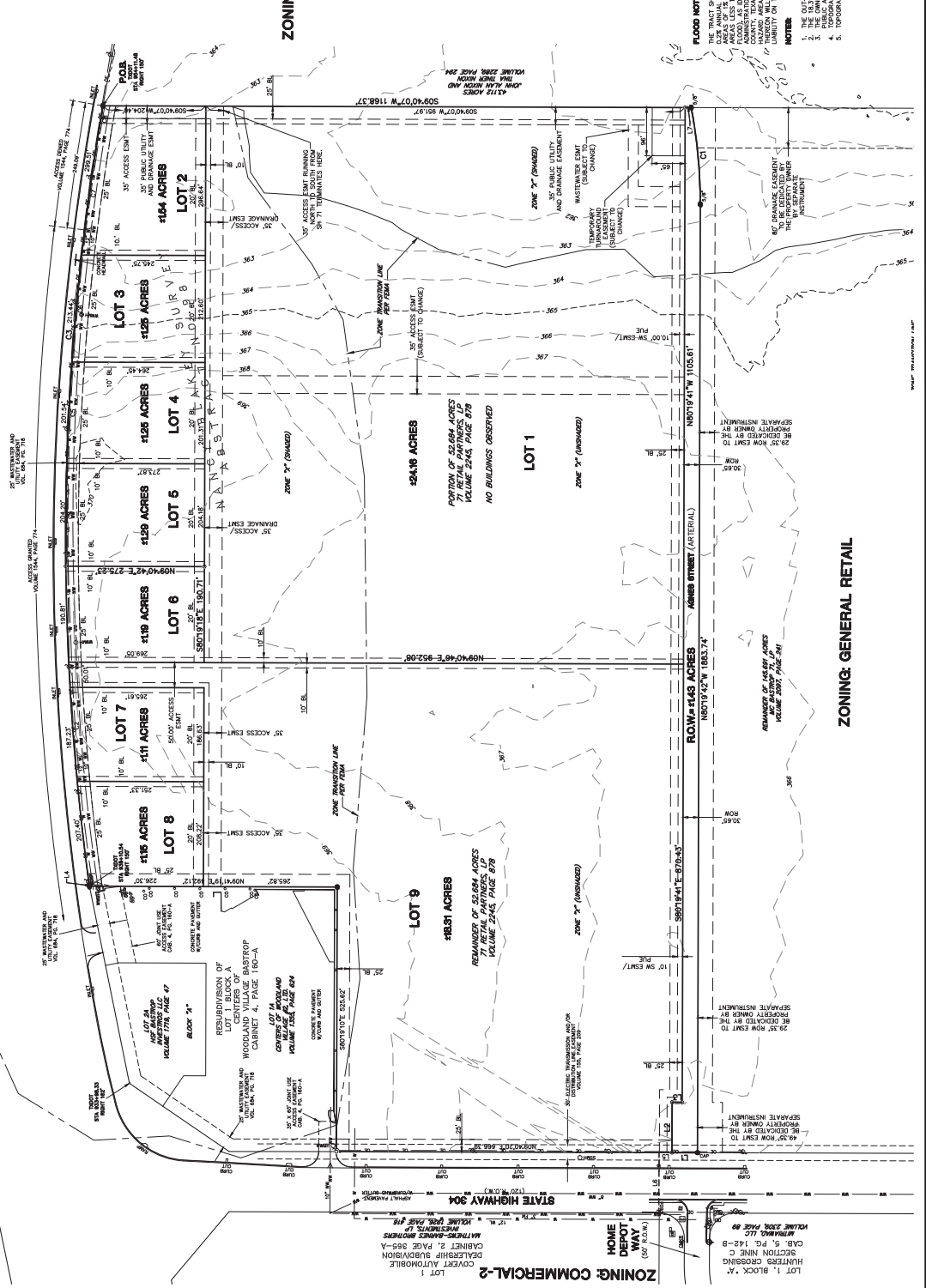
BASTROP GROVE PRELIMINARY PLAT



STATE HIGHWAY 71
ADJACENT PARCELS
VICINITY MAP



STATE HIGHWAY 71
ADJACENT PARCELS
VICINITY MAP



LEGEND

- LIGHT POLE
- 1/2" IRON ROD (W/ALUMINUM CAP SET)
- DOWN POST
- DOWN POST
- WATER VALVE
- CABLE TV RISER
- OVERHEAD ELEC. LINE
- UNDERGROUND ELEC. LINE
- STORMWATER MANHOLE
- SPOKE
- WASTE WATER LINE
- UNDERGROUND CABLE MARKER
- RECORD INFORMATION
- P.O.B. POINT OF BEGINNING

ZONING: COMMERCIAL-1

PANEL CURVE DATA

LINE #	BEARING	DISTANCE
L1	N49°42'02"E	50.65'
L2	S80°34'47"E	100.00'
L3	S80°34'47"E	20.00'
L4	N87°43'02"E	2.31'
L5	N87°43'02"E	25.89'
L6	S80°34'47"E	100.00'
L7	S94°02'07"E	13.00'

PANEL CURVE DATA

CURVE #	LENGTH	RADIUS	CHORD	DELTA	BEARING
C1	100.00'	100.00'	100.00'	90.00°	S89°47'47.70"W
C2	435.52'	435.52'	435.52'	90.00°	S84°41'48.82"E
C3	818.68'	818.68'	818.68'	90.00°	S79°53'58.52"E
C4	201.55'	201.55'	201.55'	90.00°	N77°38'44.52"W
C5	213.44'	213.44'	213.44'	90.00°	N75°17'43.52"W
C6	218.84'	218.84'	218.84'	90.00°	N72°47'28.42"W
C7	248.84'	248.84'	248.84'	90.00°	N70°58'41.72"W
C8	50.65'	50.65'	50.65'	90.00°	N70°58'41.72"W

REPAIRS BASIS NOTE
THE BASIS OF REPAIRING OF THE SURVEY SHOWN HEREON IS TEXAS STATE WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK.

FLOOD NOTE

THE FLOOD HAZARD INFORMATION IS BASED ON THE 1% ANNUAL CHANCE FLOOD AND ZONE X (SHADED) AREAS OF CLEAR ANNUAL CHANCE FLOOD AREAS LESS THAN 1% ANNUAL CHANCE FLOOD AREAS. THIS INFORMATION IS NOT TO BE USED AS A BASIS FOR DESIGNING OR CONSTRUCTING STRUCTURES. THE FLOOD HAZARD INFORMATION IS FOR GENERAL INFORMATION ONLY. THE FLOOD HAZARD INFORMATION IS NOT TO BE USED AS A BASIS FOR DESIGNING OR CONSTRUCTING STRUCTURES. THE FLOOD HAZARD INFORMATION IS FOR GENERAL INFORMATION ONLY. THE FLOOD HAZARD INFORMATION IS NOT TO BE USED AS A BASIS FOR DESIGNING OR CONSTRUCTING STRUCTURES. THE FLOOD HAZARD INFORMATION IS FOR GENERAL INFORMATION ONLY.

NOTES

- 1. THE OUT-OF-AREA LOTS SHALL NOT HAVE DIRECT ACCESS TO THE SH 71.
- 2. THE RIGHT OF WAY OF SH 71 SHALL NOT HAVE DIRECT ACCESS TO SH 304.
- 3. THE RIGHT OF WAY OF SH 304 SHALL NOT HAVE DIRECT ACCESS TO SH 71.
- 4. PUBLIC ACCESS BETWEEN SH 71 AND JAMES BARTON RD. SHALL BE THROUGH THE DEVELOPMENT'S DRIVEWAY.
- 5. TOPOGRAPHY SHOWN WITHIN LOTS 7-9 IS BASED ON 2008 CADDIS 5' CONTOUR CGS DATA.

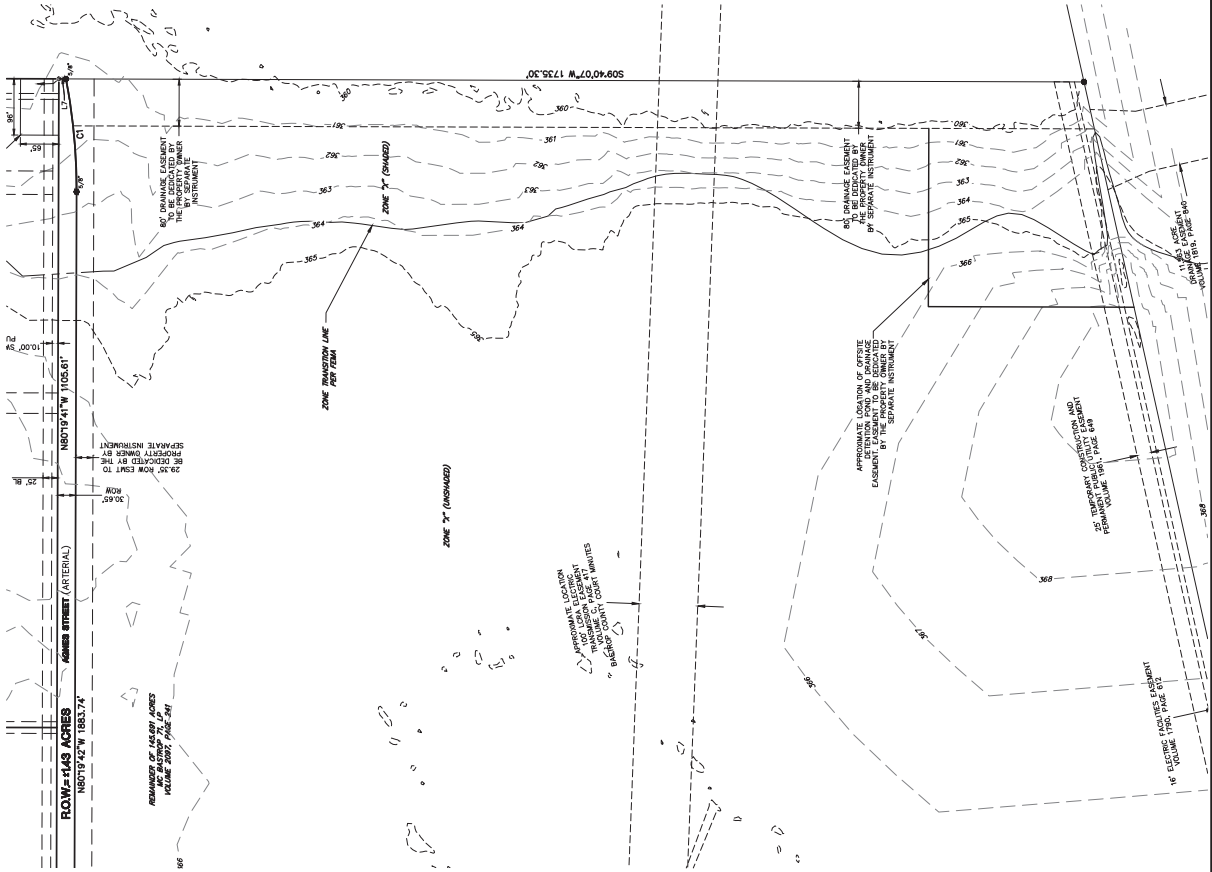
ZONING: GENERAL RETAIL

REMANUANCE OF 54.68 ACRES
71 RETAIL PARTNERS LP
VOLUME 2345, PAGE 278

REMANUANCE OF 54.68 ACRES
71 RETAIL PARTNERS LP
VOLUME 2345, PAGE 278

REMANUANCE OF 54.68 ACRES
71 RETAIL PARTNERS LP
VOLUME 2345, PAGE 278

BASTROP GROVE PRELIMINARY PLAT

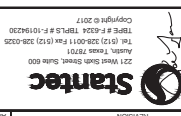


- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - 1/2" IRON ROD WITH "STANTEC" CAP SET
 - 1/4" IRON ROD WITH "STANTEC" CAP SET
 - IRON ROD
 - DOWN GUT
 - WATER VALVE
 - ELECTRIC BOX
 - ELECTRIC METER
 - STORMSEWER MANHOLE
 - WASTE WATER MANHOLE
 - WASTE WATER LINE (6" DIA)
 - WASTE WATER LINE (4" DIA)
 - UNDERGROUND CABLE MARKER
 - RECORD INFORMATION
 - (XXX) POINT OF BEGINNING

NOTES

- TOPOGRAPHY SHOWN WITHIN THE LAC BASTROP 71, LP TRACT OF LAND IS BASED ON 2008 CAPSOG
- CONTIGUOUS DATA, BEING PROVIDED WILL PROVIDE DETENTION FOR LOTS 1-9 AND THE SECTION OF ADAMS STREET (ARTERIAL) SHOWN ON THIS PLAT.

DATE	REVISION	APPROVAL



PRELIMINARY PLAT

BASTROP GROVE PRELIMINARY PLAT
 SH 71 AT SH 304, BASTROP, TX 78602
 71 RETAIL PARTNERS LP

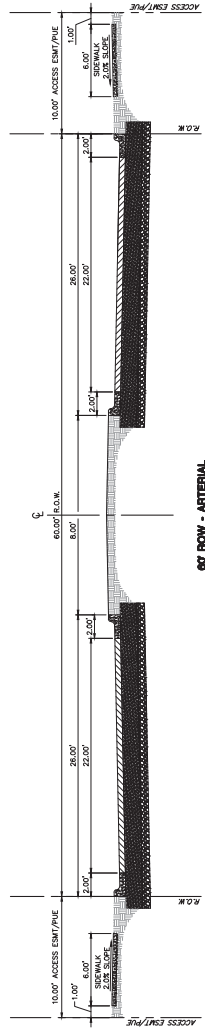
DRAWN BY: JAMPSO
 DESIGNED BY: PSD
 QA/QC: JF
 PROJECT NO.: 222010772

SHEET
3
 OF
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BASTROP GROVE PRELIMINARY PLAT

- GENERAL NOTES:**
- 1) ONLY VISIBLE EVIDENCE OF IMPROVEMENTS AND UTILITIES IS SHOWN HEREON.
 - 2) A FELLOW DESCRIPTION HAS BEEN PREPARED TO ACCOMPANY THE SURVEY SHOWN HEREON AND IS IDENTIFIED AS STANTEC CONSULTING SERVICES, INC. FELLOW FILE NO. 17-1484041.
 - 3) BUILDING CONSTRUCTION OR BUILDING ADDITIONS IN RECENT MONTHS.
 - 4) AT THE TIME OF SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF RECENT CHANGE IN STREET OR OTHER INFRASTRUCTURE.
 - 5) THE IS AN UNDERGROUND WASTEWATER LINE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 71. NO OTHER VISIBLE ABOVE-GROUND EVIDENCE OF OTHER UTILITIES WERE NOTED.

- PRELIMINARY PLAT NOTES:**
1. ALL EASEMENTS OF RECORD AS INDICATED ON THE MOST RECENT TITLE PLAN, (DATED: FEBRUARY 7, 2017, CONDUCTED BY _____) FOR THIS PROPERTY ARE SHOWN ON THIS PLAT.
 2. LOCAL SUEY FOR SUBDIVISION CONSTRUCTION, IN A FORM ACCEPTABLE TO THE CITY OF BASTROP, SHALL BE PROVIDED TO THE CITY OF BASTROP FOR REVIEW AND APPROVAL.
 3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, INCLUDING BUT NOT LIMITED TO PERMITS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF THE CITY OF BASTROP AND THE STATE OF MISSISSIPPI.
 4. WATER SERVICE IS PROVIDED BY THE CITY OF BASTROP.
 5. WASTEWATER SERVICE IS PROVIDED BY THE CITY OF BASTROP.
 6. ELECTRIC SERVICE IS PROVIDED BY THE BLUEBONNET ELECTRIC COOPERATIVE.
 7. ALL UTILITIES WILL BE UNDERGROUND.
 8. ALL LOTS IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE APPROVED WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
 9. A PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 48010002E FOR BASTROP CO., EFFECTIVE JANUARY 19, 2006. COMMUNITY # 480022 AND IS ON ZONE X.
 10. OFF-SITE STORM WATER DETENTION FACILITIES WILL BE PROVIDED TO REDUCE POST-DEVELOPMENT PEAK RATES OF DISCHARGE OF THE 5, 10, 25, AND 100-YEAR STORM EVENTS.
 11. ACCESS TO ALL EASEMENTS AS MAY BE NECESSARY AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
 12. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF BASTROP AND/OR BASTROP COUNTY.
 13. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSONS.
 14. SIDEWALKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF BASTROP.
 15. THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY PERSONAL CONTROL, RE-ACCESSION AND TREE PROTECTION FOR ELECTRIC UTILITY WORK REQUIRED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT.
 16. OUT-PARCEL LOTS SHALL HAVE NO DIRECT ACCESS TO SH 71.
 17. LOT 9 SHALL HAVE NO DIRECT ACCESS TO SH 71.
 18. EASEMENTS OF LOT 9 AND LOT 8 ARE RESPONSIBLE FOR PROVIDING PUBLIC ACCESS BETWEEN SH 71 AND AGNES STREET AT THE TIME OF THEIR DEVELOPMENT.
 19. UTILITY IMPACT FEE SHALL BE BASED ON THE CITY OF BASTROP IMPACT FEE ORDINANCE IN EFFECT AT THE TIME OF FINAL PLATING FOR EACH LOT.
 20. 35'-00" ACCESS EASEMENT RUNNING NORTH TO SOUTH WITHIN LOT 9 MAY BE RELOCATED WITHIN LOT 9 SO LONG AS IT PROVIDES ACCESS BETWEEN SH 71 AND AGNES STREET.
 21. ALL LOTS SHALL BE BOUND BY THE CITY OF BASTROP IMPACT FEE ORDINANCE IN EFFECT AT THE TIME OF DEVELOPMENT.
 22. PRIOR TO A SITE DEVELOPMENT PERMIT BEING ISSUED, A DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS MUST BE RECORDED THAT BOUNDS THE PARTIAL OR PARTIAL EASEMENTS FOR THE ADMINISTRATION OF SHARED COMMON AREAS, INCLUDING BUT NOT LIMITED TO: WATER, WASTEWATER, GAS, ELECTRIC, TELEPHONE OR OTHER UTILITIES.
 23. UTILITY IMPACT FEES SHALL BE BASED ON THE CITY OF BASTROP IMPACT FEE ORDINANCE IN EFFECT AT THE TIME OF FINAL PLATING FOR EACH LOT.



GENERAL NOTES

BASTROP GROVE PRELIMINARY PLAT
SH 71 AT SH 304, BASTROP, TX 78602
71 RETAIL PARTNERS LP

DRAWN BY: JAMP50
DESIGNED BY: PSD
QA/QC: JF
PROJECT NO.: 222010772

SHEET
4
OF
4



DATE	NO.	REVISION	APPROVAL



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 9F

TITLE:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2017-20 of the City Council of the City of Bastrop, Texas granting a conditional use permit for a 175-foot communications tower, being lot 3-a of the Bastrop Business & Industrial Park, Phase 1, Block B, located at 1501 Business Park Drive, within the City limits of Bastrop, Texas; setting out conditions; and establishing an effective date; and move to include on the August 22, 2017 agenda for a second reading.

STAFF REPRESENTATIVE:

Wesley Brandon, P.E., Director of Planning and Engineering

BACKGROUND/HISTORY:

Bastrop County is requesting a Conditional Use Permit (CUP) for a 175-foot communications tower to be located at the future Bastrop County Office of Emergency Operations, Information Technology and 911 Communications and Dispatch. The building is currently vacant and was previously a manufacturing and office warehouse.

The main structure of the tower is 150-feet in height, with the antennas extending another 25-feet. The tower will be publicly owned and used for emergency services communication across the county. The attached P&Z report includes additional information for review.

The Bastrop County Economic Development Corporation (BEDC) Board met on June 19, 2017 and voted unanimously to recommend the approval of this CUP (Attachment 5).

PUBLIC COMMENTS:

Six (6) adjacent property owner notifications were mailed on July 12, 2017. At the time of this report, one (1) responses was received in favor. No verbal comments were made during the P&Z public hearing (Attachment 3).

POLICY EXPLANATION:

A Conditional Use Permit is adopted by Ordinance, similar to the process that a zoning request, with public hearings at Planning & Zoning Commission and City Council and two ordinance readings at separate City Council meetings.

Within the Zoning Ordinance Section 43.5, there are specific criteria that must be met for communications antenna and support structures/tower. These criteria and conditions are detailed in the attached Planning & Zoning Commission staff report.

The Planning & Zoning Commission held a public hearing and recommended approval of the CUP at their July 27, 2017 meeting by a vote of 7-0, with the following conditions.

1. Construction shall be in conformance with the City of Bastrop regulations.

2. All necessary permits for the proposed development shall be acquired prior to occupying the building.
3. A Building Permit shall be applied for and secured within one year from the date the Conditional Use Permit is granted (second reading of the ordinance).
4. Antenna towers shall be secured to protect against trespass or unauthorized use of the property, antenna tower, or related buildings and structures on site. At minimum, antenna towers shall be equipped with an anti-climbing device and enclosed by security fencing and a locking gate not less than six (6) feet in height. If the tower will have guy wires, they must be fenced as well.
5. No amateur or commercial antenna, antenna support structure, microwave reflector/antenna, or associated foundations or support wires or appurtenances shall be located within any required setback area for the front, side or rear yards.
1. Antennae (amateur or commercial) shall not interfere with radio or television reception of adjoining property owners, and shall comply with all regulations of the Federal Communications Commission (FCC). In no manner shall the use of such equipment infringe upon adjoining property owners.
2. All commercial signs, flags, lights and attachments other than those required for communications operations, structural stability, or as required for flight visibility by the Federal Aviation Administration (FAA) and FCC shall be prohibited on any antenna or antenna support structure.

If City Council approves the CUP, the second reading will be forwarded to the August 22, 2017 meeting for final approval.

PLANNING & ZONING COMMISSION COMMENTS:

RECOMMENDATION:

Hold public hearing and consider action to approve the first reading of Ordinance 2017-20 of the City Council of the City of Bastrop, Texas granting a conditional use permit for a 175-foot communications tower, being lot 3-a of the Bastrop Business & Industrial Park, Phase 1, Block B, located at 1501 Business Park Drive, within the City limits of Bastrop, Texas; setting out conditions; and establishing an effective date; and move to include on the August 22, 2017 agenda for a second reading.

ATTACHMENTS:

Ordinance with Exhibits

Planning & Zoning Commission Staff Report

Attachment 1: Property Location Map

Attachment 2: Letter from Applicant

Attachment 3: Proposed Communication Tower Design

Attachment 4: Proposed Tower Site Location

Attachment 5: Letter from the Bastrop Economic Development Corporation

Attachment 6: Surrounding Property Owners' Responses

ORDINANCE 2017- 20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR A 175-FOOT COMMUNICATIONS TOWER, BEING LOT 3-A OF THE BASTROP BUSINESS & INDUSTRIAL PARK, PHASE 1, BLOCK B, LOCATED AT 1501 BUSINESS PARK DRIVE, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; SETTING OUT CONDITIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Judge Pape, representing Bastrop County (hereinafter referred to as “Applicant”) submitted a request for a Conditional Use Permit (CUP) for Lot 3-A of the Bastrop Business & Industrial Park, Phase 1, Block B, within the City limits of Bastrop, Texas, hereinafter referred to as “the Property”; and

WHEREAS, a location map is attached hereto as Exhibit “A” (the “Property”); and

WHEREAS, the Property is currently zoned as IP, Industrial Park, and LI, Light Industrial; and

WHEREAS, pursuant to Section 10.4 of the City’s Zoning Ordinance, notice of the CUP was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the CUP request on July 27, 2017; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission, by a unanimous vote, recommended approval of the proposed request, subject to certain conditions set forth herein; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds by a majority vote of all members that it is in the public interest to approve the CUP.

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

Section 1: The Property, situated in Lot 3-A of the Bastrop Business & Industrial Park, Phase 1, Block B located at 1501 Business Park Drive, within the city limits of Bastrop, Texas as more particularly shown and described on Exhibit “A”, shall be and is hereby approved with the following conditions to:

- a. Construction shall be in conformance with the City of Bastrop regulations.
- b. All necessary permits for the proposed development shall be acquired prior to occupying the building.

- c. A Building Permit shall be applied for and secured within one year from the date the Conditional Use Permit is granted (second reading of the ordinance).
- d. Antenna towers shall be secured to protect against trespass or unauthorized use of the property, antenna tower, or related buildings and structures on site. At minimum, antenna towers shall be equipped with an anti-climbing device and enclosed by security fencing and a locking gate not less than six (6) feet in height. If the tower will have guy wires, they must be fenced as well.
- e. No amateur or commercial antenna, antenna support structure, microwave reflector/antenna, or associated foundations or support wires or appurtenances shall be located within any required setback area for the front, side or rear yards.
- f. Antennae (amateur or commercial) shall not interfere with radio or television reception of adjoining property owners, and shall comply with all regulations of the Federal Communications Commission (FCC). In no manner shall the use of such equipment infringe upon adjoining property owners.
- g. All commercial signs, flags, lights and attachments other than those required for communications operations, structural stability, or as required for flight visibility by the Federal Aviation Administration (FAA) and FCC shall be prohibited on any antenna or antenna support structure.

Section 2: This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

Section 3: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 4: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 8th day of August 2017.

READ and APPROVED on the Second Reading on the 22nd day of August 2017.

APPROVED:

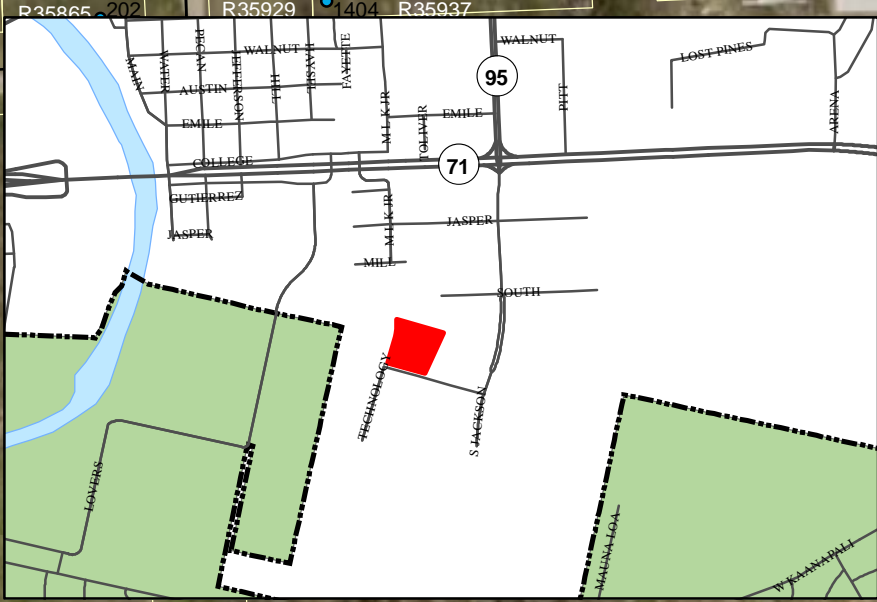
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



Location Map
 Communications Tower CUP
 1501 Business Park Drive

1 inch = 166.67 feet

Date: 7/12/2017
 The accuracy and precision of this cartographic data is limited and should be used for information/planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



PLANNING & ZONING STAFF REPORT



MEETING DATE: July 27, 2017

Item E

TITLE:

Public hearing and consider action to recommend approval of a Conditional Use Permit for a 175-foot communications tower at 1501 Business Park Drive, being Lot 3-A of the Bastrop Business & Industrial Park, Phase 1, Block B, setting out conditions and forwarding to the next City Council meeting.

STAFF REPRESENTATIVE:

Wesley Brandon, P.E., Director of Planning and Engineering

ITEM DETAILS:

Site Address: 1501 Business Park Drive (Attachment 1)
 Total Acreage: 4.998 acres
 Legal Description: Lot 3-A of the Bastrop Business & Industrial Park, Phase 1, Block B

Property Owner: Grand Central Texas Development Corporation
 Agent Contact: Judge Paul Pape, Bastrop County

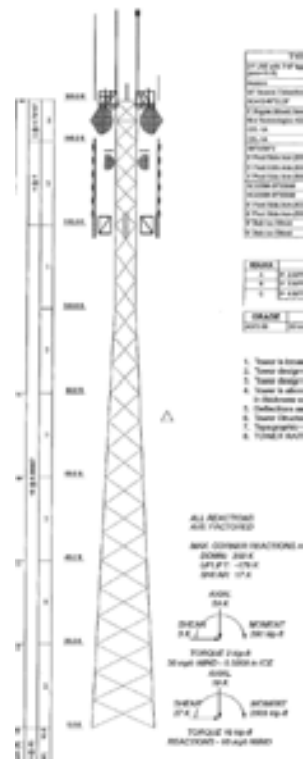
Existing Use: Vacant Manufacturing/Office Warehouse
 Existing Zoning: LI - Light Industrial and IP - Industrial Park
 Future Land Use: Industrial

BACKGROUND/HISTORY:

Bastrop County is requesting a Conditional Use Permit for a 175-foot communications tower to be located at the future Bastrop County Office of Emergency Operations, Information Technology and 911 Communications and Dispatch. The building is currently vacant and was previously a manufacturing and office warehouse.

The main structure of the tower is 150-feet in height, with the antennas extending another 25-feet. The tower will be publicly owned and used for emergency services communication across the county.

Attachment 3: Proposed Communication Tower Design



The site is zoned both Light Industrial and Industrial Park. The location of the tower is on the line between the two districts. Publicly owned antenna towers are allowed within any zoning district and require a CUP for height exceeding the maximum height of the district. The Light Industrial and Industrial Park Districts have a maximum height of 35 feet.

Zoning District Map



The communications tower will be placed to the side of the building, by the back northwest corner of the building. This location is not within any setbacks and will be approximately 530 feet from any residentially zoned district and approximately 980 feet from any occupied residential district.

Attachment 4: Proposed Tower Location



The Bastrop County Economic Development Corporation (BEDC) Board met on June 19, 2017 and voted unanimously to recommend the approval of this CUP (Attachment 5).

PUBLIC COMMENTS:

Six (6) adjacent property owner notifications were mailed on July 12, 2017. At the time of this report, one (1) responses was received in favor (Attachment 6).

POLICY EXPLANATION:

The purpose of conditional uses is to allow certain uses in districts that under most circumstances would not be compatible with other permitted uses, but may be compatible if certain conditions and development restrictions are met. A Conditional Use Permit (CUP) is adopted by Ordinance, similar to a standard zoning request, with public hearings at Planning & Zoning Commission and City Council meetings, as well as two ordinance readings at separate City Council meetings.

Per Section 33.2 Conditional Use Permit Regulations, the Planning and Zoning Commission and City Council may consider the following for approval of a requested CUP:

1. The use is harmonious and compatible with surrounding existing uses or proposed uses;

The Bastrop Business & Industrial Park is designed for higher intensity industrial uses. A communication tower is compatible with the surrounding uses.

2. The activities requested by the applicant are normally associated with the permitted uses in the base district;

Governmental and publicly owned facilities are permitted use of the Industrial Park and Light Industrial Districts.

3. The nature of the use is reasonable;

Communications towers are a reasonable and necessary use.

4. Any negative impact on the surrounding area has been mitigated;
The tower will have the appropriate space for a fall zone and ground mechanical equipment will not be visible from the public right-of-way.

5. That any additional conditions specified ensure that the intent of the district purposes are being upheld.

Additional criteria are detailed below.

Chapter 14, Section 43.5 Communications Antennas and Support Structures/Towers includes several conditions that apply to the proposed communications tower.

1. Antenna towers shall be secured to protect against trespass or unauthorized use of the property, antenna tower, or related buildings and structures on site. At minimum, antenna towers shall be equipped with an anti-climbing device and enclosed by security fencing and a locking gate not less than six (6) feet in height. If the tower will have guy wires, they must be fenced as well.

The applicant's proposal complies with this requirement.

2. No amateur or commercial antenna, antenna support structure, microwave reflector/antenna, or associated foundations or support wires or appurtenances shall be located within any required setback area for the front, side or rear yards.

The proposed location is not near any required setbacks.

3. Antennae (amateur or commercial) shall not interfere with radio or television reception of adjoining property owners, and shall comply with all regulations of the Federal Communications Commission (FCC). In no manner shall the use of such equipment infringe upon adjoining property owners.

The applicant's proposal complies with this requirement.

4. All commercial signs, flags, lights and attachments other than those required for communications operations, structural stability, or as required for flight visibility by the Federal Aviation Administration (FAA) and FCC shall be prohibited on any antenna or antenna support structure.

The applicant's proposal complies with this requirement.

5. All publicly owned antennae or antenna support structures shall be permitted in any district (e.g., public safety communications, etc.). However, if the structure exceeds the allowed height allowed in the zoning district, a Conditional Use Permit will be required.

The tower will be owned by Bastrop County for countywide emergency services communication. The maximum height for both the Light Industrial District and Industrial Park District is 35 feet. The proposed tower will exceed the height limit by 140 feet.

HISTORICAL REFERENCES:

There have been no Conditional Use Permits granted for publicly owned communication towers.

On January 24, 2012, a CUP was approved for a 70-foot tall commercial cell tower behind the Bastrop Marketplace shopping center at 443 West SH 71.

On June 8, 2010, a CUP was approved for a 300-foot commercial cell tower at 1905 South Street on Lot 1, Block A, Phase I of the Bastrop Business and Industrial Park Subdivision.

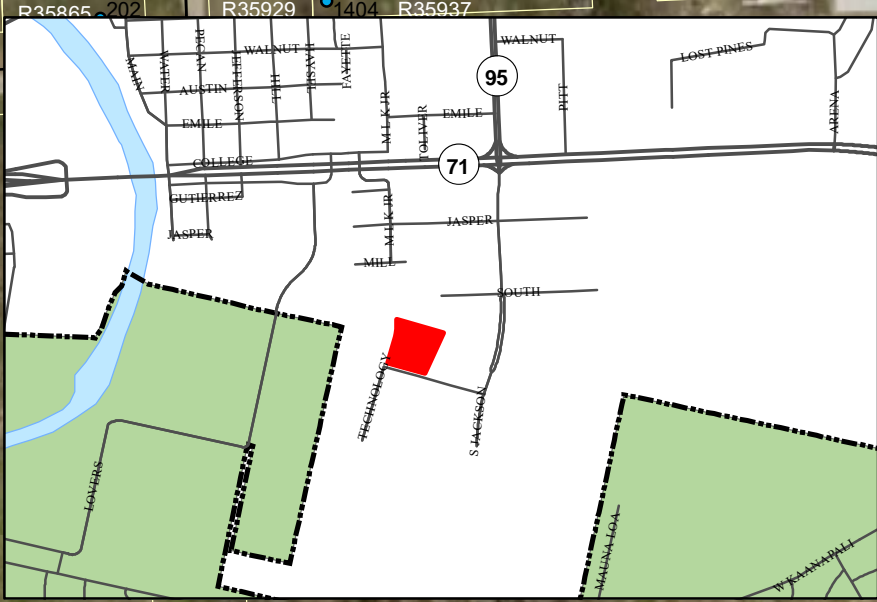
RECOMMENDATION:

Hold public hearing and recommend approval of a Conditional Use Permit for a 175-foot communications tower at 1501 Business Park Drive, being Lot 3-A of the Bastrop Business & Industrial Park, Phase 1, Block B, setting out conditions and forwarding to the next City Council meeting.

1. Construction shall be in conformance with the City of Bastrop regulations.
2. All necessary permits for the proposed development shall be acquired prior to occupying the building.
3. A Building Permit shall be applied for and secured within one year from the date the Conditional Use Permit is granted (second reading of the ordinance).
4. Antenna towers shall be secured to protect against trespass or unauthorized use of the property, antenna tower, or related buildings and structures on site. At minimum, antenna towers shall be equipped with an anti-climbing device and enclosed by security fencing and a locking gate not less than six (6) feet in height. If the tower will have guy wires, they must be fenced as well.
5. No amateur or commercial antenna, antenna support structure, microwave reflector/antenna, or associated foundations or support wires or appurtenances shall be located within any required setback area for the front, side or rear yards.
6. Antennae (amateur or commercial) shall not interfere with radio or television reception of adjoining property owners, and shall comply with all regulations of the Federal Communications Commission (FCC). In no manner shall the use of such equipment infringe upon adjoining property owners.
7. All commercial signs, flags, lights and attachments other than those required for communications operations, structural stability, or as required for flight visibility by the Federal Aviation Administration (FAA) and FCC shall be prohibited on any antenna or antenna support structure.

ATTACHMENTS:

- Attachment 1: Property Location Map
- Attachment 2: Letter from Applicant
- Attachment 3: Proposed Communication Tower Design
- Attachment 4: Proposed Tower Site Location
- Attachment 5: Letter from the Bastrop Economic Development Corporation
- Attachment 6: Surrounding Property Owners' Responses



Location Map
 Communications Tower CUP
 1501 Business Park Drive

1 inch = 166.67 feet

Date: 7/12/2017
 The accuracy and precision of this cartographic data is limited and should be used for information/planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.



Paul Pape
Bastrop County Judge

June 7, 2017

City of Bastrop
Wesley Brandon, City Engineer
1311 Chestnut St.
Bastrop, TX 78602

Regarding: Conditional Use Permit for 1501 Business Park Dr., Bastrop Industrial Park

Dear Mr. Brandon:

We are asking approval for a Conditional Use Permit (CUP) for a variance regarding the height of a structure within the Business Park. Bastrop County is under contract with the current owner to purchase the building at 1501 Business Park Dr. Our intention is that this facility house three critical County services – the Office of Emergency Management, Information Technology and 9-1-1 Communications and Dispatch.

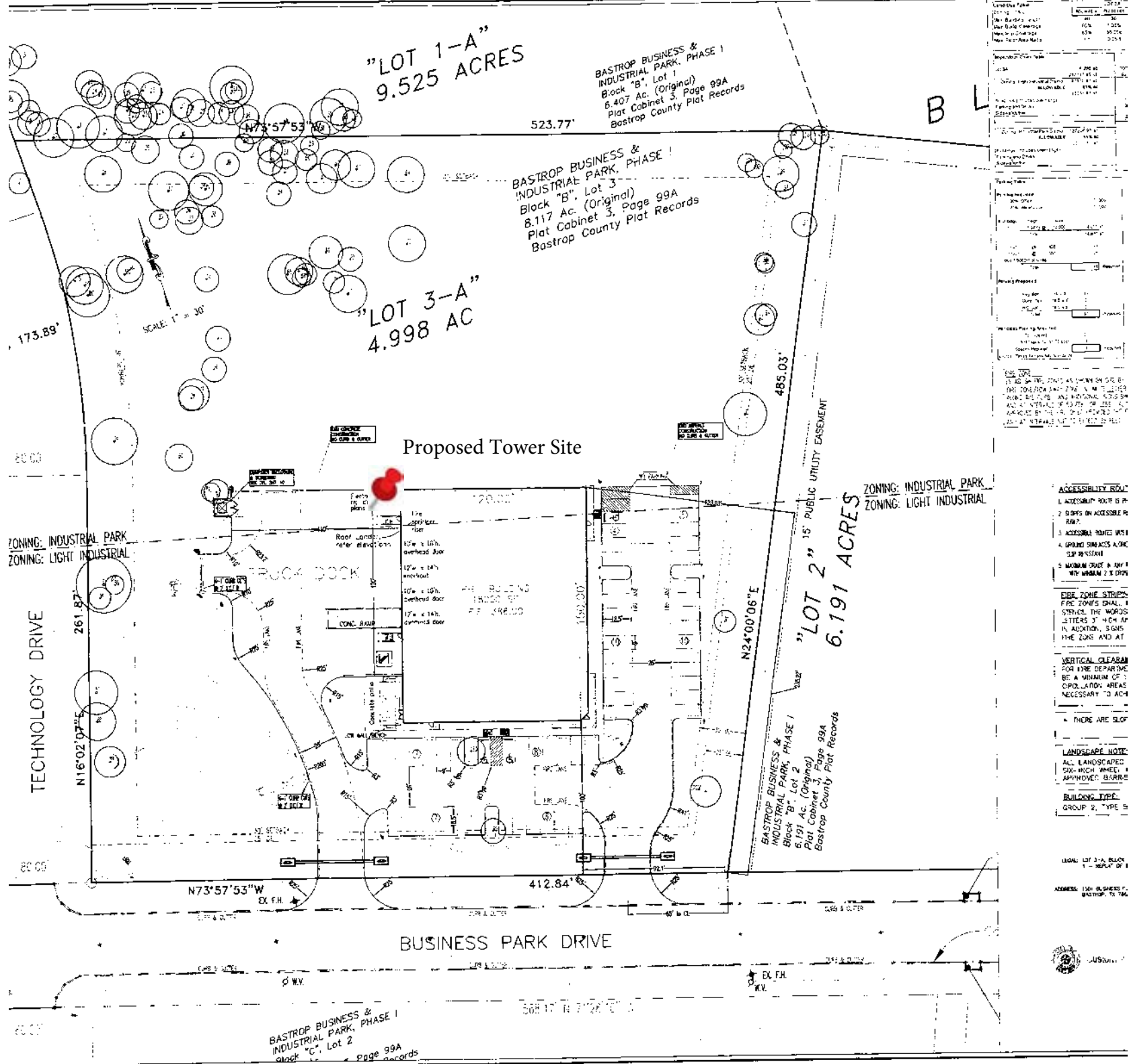
A communications tower is needed adjacent to this building (at the NW corner) in order to provide these essential services to the County, the City of Bastrop and other agencies. The tower will be 150 feet tall, with antennas reaching another 25 feet. It will be a stand-alone structure. Located at the back of the building, it should not detract from the general ambiance of the industrial park.

We are simultaneously asking the Economic Development Corporation for a variance of the Covenants and Restrictions regarding this use. We request your approval for this CUP as soon as possible so that we may close on the transaction and begin retrofitting this building for our purposes.

Kindest Regards,

A handwritten signature in cursive script that reads "Paul Pape".

Paul Pape
Bastrop County Judge



"LOT 1-A"
9.525 ACRES

BASTROP BUSINESS &
INDUSTRIAL PARK, PHASE 1
Block "B", Lot 1
6.407 Ac. (Original)
Plat Cabinet 3, Page 99A
Bastrop County Plat Records

BASTROP BUSINESS &
INDUSTRIAL PARK, PHASE 1
Block "B", Lot 3
8.117 Ac. (Original)
Plat Cabinet 3, Page 99A
Bastrop County Plat Records

"LOT 3-A"
4.998 AC

Proposed Tower Site

ZONING: INDUSTRIAL PARK
ZONING: LIGHT INDUSTRIAL

ZONING: INDUSTRIAL PARK
ZONING: LIGHT INDUSTRIAL

"LOT 2"
6.191 ACRES

BASTROP BUSINESS &
INDUSTRIAL PARK, PHASE 1
Block "B", Lot 2
6.191 Ac. (Original)
Plat Cabinet 3, Page 99A
Bastrop County Plat Records

BASTROP BUSINESS &
INDUSTRIAL PARK, PHASE 1
Block "C", Lot 2
Page 99A
Records

Item	Quantity	Unit	Notes
Asph/Flt	1000	Sq Yd	
Gravel	1000	Sq Yd	
Concrete	1000	Sq Yd	
Rebar	1000	Lbs	
Formwork	1000	Sq Yd	
Excavation	1000	Sq Yd	
Backfill	1000	Sq Yd	
Drainage	1000	Sq Yd	
Landscaping	1000	Sq Yd	
Utilities	1000	Sq Yd	

- ACCESSIBILITY ROUTE**
1. ACCESSIBILITY ROUTE TO BE
 2. SLOPES ON ACCESSIBLE ROUTE
 3. ACCESSIBLE ROUTE WIDTH
 4. GRADED SURFACES AROUND
 5. MINIMUM SLOPE 1:12
 6. MAXIMUM SLOPE 1:12
- FIRE ZONE SYSTEM**
- FIRE ZONES SHALL BE IDENTIFIED BY THE WORDS LETTERS "A" THROUGH "Z" IN A 3" HIGH APPLICABLE AREAS. SHOW THE ZONE AND AT
- VERTICAL CLEARANCE**
- FOR FIRE DEPARTMENT BE A MINIMUM OF 10 FEET. CLEARANCE AREAS NECESSARY TO ACHIEVE
- ▲ THERE ARE SLOPES
- LANDSCAPE NOTE**
- ALL LANDSCAPED SIX-INCH DIA. APPROX. 30" DIA.
- BUILDING TYPE**
- GROUP 2, TYPE 5

LEGAL LOT 3-A BLOCK 1 - PLAT OF 1

ADDRESS: 100 BUSINESS PARK DRIVE, BASTROP, LA 70714





June 30, 2017

The Honorable Connie B. Schroeder, Mayor of Bastrop
and Members of the Bastrop City Council
Bastrop City Hall
1311 Chestnut Street
P.O. Box 427
Bastrop, Texas 78602

Re: Bastrop County's Application for Conditional Use Permit

Dear Mayor Schroeder and Members of the City Council:

On behalf of the Bastrop Economic Development Corporation, I would like to convey to you the EDC Board's support for a Conditional Use Permit (CUP) that has been requested by Bastrop County, for a proposed project in the Bastrop Business Park.

Bastrop County is considering the purchase of the building at 1501 Business Park Drive, to house three County services: The Office of Emergency Management, Information Technology, and 9-1-1 Communications and Dispatch. This will require the erection of a 175-foot communications tower.

The EDC Board met on June 19, 2017, and voted unanimously to approve a letter of support for the project.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Shawn A. Kirkpatrick". The signature is written in a cursive, flowing style.

Shawn Kirkpatrick, Executive Director
Bastrop Economic Development Corporation

SAK/ar

**NOTICE OF PUBLIC HEARINGS
PLANNING AND ZONING COMMISSION AND CITY COUNCIL**

Dear Property Owner:

The **Planning & Zoning Commission** will conduct a public hearing on **July 27, 2017 at 6:00 p.m.** and the **City Council** will conduct a public hearing **Tuesday, August 8, 2017 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** on the request for an ordinance granting a Conditional Use Permit to allow a new 175 foot communications tower at 1501 Business Park Drive, being Lot 3-A of the Bastrop Business & Industrial Park, Phase 1, Block B.

Applicant: Bastrop County

Address: 1501 Business Park Drive, Bastrop, Texas

Legal Description: Bastrop Business & Industrial Park, Phase 1, Block B, Lot 3-A

PLEASE SEE ATTACHED SITE LOCATION MAP & LETTER FROM PROPERTY OWNER

As a property owner within 200' of the above referenced property, you are being notified of the public hearings and invited to attend to express your opinion. Petitions and letters, either in support or opposition to this request, may be submitted to the Planning Department at 1311 Chestnut Street or mailed to P.O. Box 427, Bastrop, Texas 78602 (512) 332-8840 any time prior to the public hearings.

For additional information, please visit or call the Planning & Development offices.

X

X

PROPERTY OWNER'S RESPONSE

As a property owner within 200': (please check one)

- I am in favor of the request.
 I am opposed to the request.
 I have no objection to the request.

Property Owner Name: Bastrop EDC
Property Address: Business Park
Phone (optional): 512-332-8870
Mailing Address: 301 Hwy 71 W Ste 214 Bastrop TX 78602
Email (optional): shawn@bastropedc.org
Property Owner's Signature: Mark
Comments: (Optional)

Please provide reply to: Planning and Development Department
City of Bastrop, P.O. Box 427, Bastrop, Texas 78602
or via fax (512) 332-8829

Re: Cell Tower CUP at 1501 Business Park Drive 7/12/2017



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 9G

TITLE:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2017-21 of the City Council of the City of Bastrop, Texas to rezone lots 2, 3, 4, 5, 6, and 7 of the North Main Addition Subdivision from NS, Neighborhood Service and O, Office to SF-7, Single-Family 7, located at the southwest corner of Main Street and Mesquite Street, within the City limits of Bastrop, Texas; and establishing an effective date; and move to include on the August 22, 2017 agenda for a second reading.

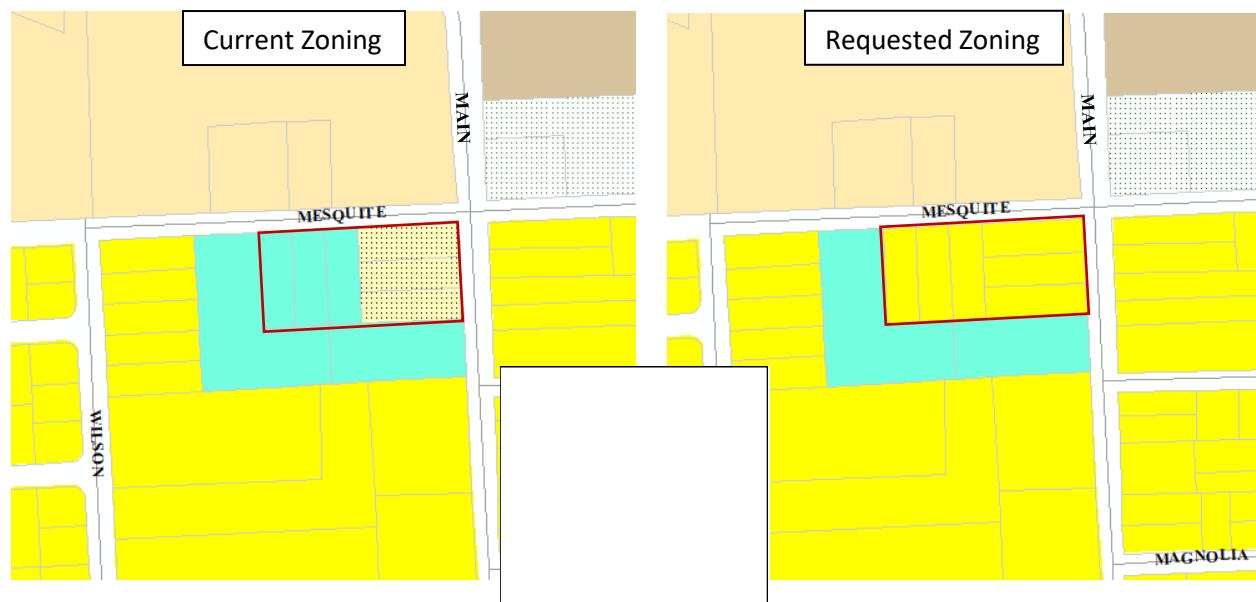
STAFF REPRESENTATIVE:

Wesley Brandon, P.E., Director of Planning and Engineering

BACKGROUND/HISTORY:

On June 27, 2017, the property owner met with staff for a pre-application meeting, after which they applied to change the zoning for six lots within the North Main Addition. The property is currently vacant.

The immediate surrounding properties are zoned SF-7, SF-9, and Office. The office property is being used as offices and educational facility for a childhood education company. Homes are located across Mesquite and Main streets, along with an LCRA electric substation. The area zoned Ag/Open Space on the opposite corner is also used as residential. The neighborhood as a whole is residential.



PUBLIC COMMENTS:

Thirty-seven (37) adjacent property owner notifications were mailed on July 12, 2017. At the time of this report, no responses were received.

POLICY EXPLANATION:

Amendments to the official zoning map go through the rezoning process, with public hearings at Planning & Zoning Commission and City Council and two ordinance readings at separate City Council meetings. Further policy explanation is included in the attached Planning & Zoning Staff Report.

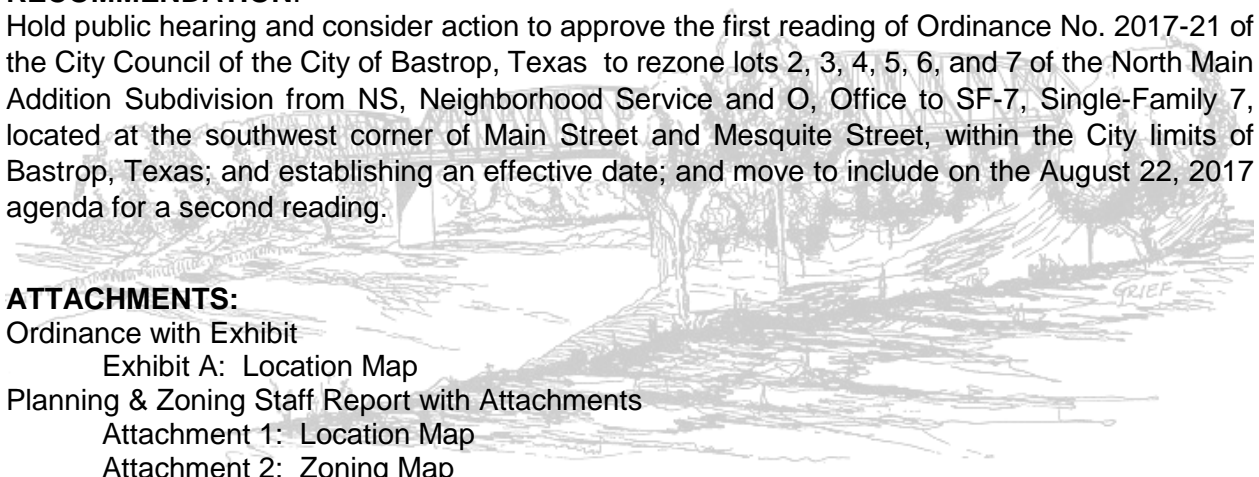
The Planning and Zoning Commission discussed the request and held a public hearing at their July 27, 2017 meeting and voted 7 to 0 to recommend approval of the requested rezoning of North Main Street Addition, Lots 2-7 from NS, Neighborhood Service and O, Office to SF-7, Single-Family 7.

RECOMMENDATION:

Hold public hearing and consider action to approve the first reading of Ordinance No. 2017-21 of the City Council of the City of Bastrop, Texas to rezone lots 2, 3, 4, 5, 6, and 7 of the North Main Addition Subdivision from NS, Neighborhood Service and O, Office to SF-7, Single-Family 7, located at the southwest corner of Main Street and Mesquite Street, within the City limits of Bastrop, Texas; and establishing an effective date; and move to include on the August 22, 2017 agenda for a second reading.

ATTACHMENTS:

- Ordinance with Exhibit
 - Exhibit A: Location Map
- Planning & Zoning Staff Report with Attachments
 - Attachment 1: Location Map
 - Attachment 2: Zoning Map
 - Attachment 3: Future Land Use Map
 - Attachment 4: Letter from Applicant



ORDINANCE 2017- 21

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO REZONE LOTS 2, 3, 4, 5, 6, AND 7 OF THE NORTH MAIN ADDITION SUBDIVISION FROM NS, NEIGHBORHOOD SERVICE AND O, OFFICE TO SF-7, SINGLE-FAMILY 7, LOCATED AT THE SOUTHWEST CORNER OF MAIN STREET AND MESQUITE STREET, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Nick Chesser (hereinafter referred to as “Applicant”) submitted a request for rezone Lots 2, 3, 4, 5, 6, and 7 of the North Main Addition Subdivision from NS, Neighborhood Service and O, Office to SF-7, Single-Family 7, within the City limits of Bastrop, Texas, hereinafter referred to as “the Property”; and

WHEREAS, a location map is attached hereto as Exhibit “A” (the “Property); and

WHEREAS, the Property is currently zoned as NS, Neighborhood Service and O, Office; and

WHEREAS, pursuant to Section 10.4 of the City’s Zoning Ordinance, notice of the rezoning was given to all property owners located within two hundred (200) feet of the Property, and the Planning and Zoning Commission of the City of Bastrop held a public hearing on the rezoning request on July 27, 2017; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended approval of the proposed request; and

WHEREAS, pursuant to Section 10.4 of the City’s Zoning Ordinance, notice of the rezoning request was given as required by the Ordinance, and the City Council of the City of Bastrop held a public hearing on August 8, 2017 to consider the Applicant’s request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicant, and all other information presented, City Council finds by a majority vote of all members that it is in the public interest to approve the rezoning.

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

Section 1: The Property, situated in Lots 2, 3, 4, 5, 6, and 7 of the North Main Addition Subdivision located at the southwest corner of Main Street and Mesquite Street, within the city limits of Bastrop, Texas as more particularly shown and described on attachments Exhibit “A”, shall be rezoned to district SF-7, Single Family 7.

Section 2: This ordinance shall take effect upon passage and in accordance with the laws of the State of Texas.

Section 3: If any provision of this ordinance or application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions, or application thereof, of this ordinance, which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are hereby declared to be severable.

Section 4: This ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.

READ and ACKNOWLEDGED on First Reading on the 8th day of August 2017.

READ and APPROVED on the Second Reading on the 22nd day of August 2017.

APPROVED:

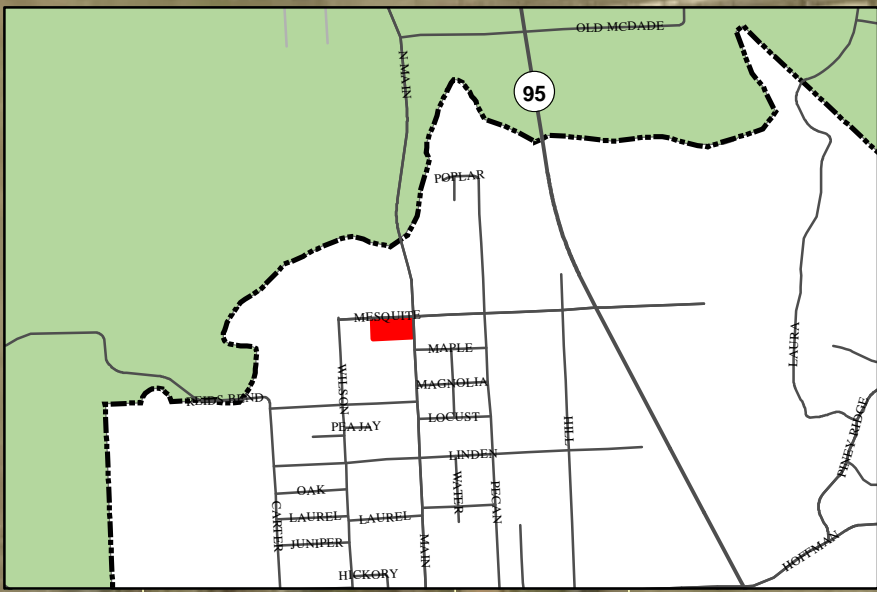
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



Location Map
Rezone North Main Addition Lots 2-7
Neighborhood Service and Office to Neighborhood
Northeast Corner of Main and Mesquite



1 inch = 100 feet

Date: 7/12/2017
 The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

PLANNING & ZONING STAFF REPORT



MEETING DATE: July 27, 2017

Item: F

TITLE:

Public hearing and consider action to recommend approval of a zoning change to Single Family Residential 7 (SF-7) at the southwest corner of Main Street and Mesquite Street, being all of Lots 2, 3, 4, 5, 6, and 7 of the North Main Addition Subdivision and forward to the next available City Council meeting.

STAFF REPRESENTATIVE:

Wesley Brandon, P.E., Director of Planning and Engineering

ITEM DETAILS:

Site Address: TBD, Northeast corner of Main St and Mesquite St (Attachment 1)

Total Acreage: 1.909 acres

Legal Description: North Main Addition, Lots 2, 3, 4, 5, 6, and 7

Property Owner: Nick Chesser/Quickhatch Storage, LLC

Agent Contact: Nik Shehu

Existing Use: Vacant property

Existing Zoning: Office – Lots 2-4; Neighborhood Service – Lots 5-7 (Attachment 2)

Future Land Use: Neighborhood Residential (Attachment 3)

BACKGROUND/HISTORY:

On June 27, 2017, the property owner met with staff for a pre-application meeting, after which they applied to change the zoning for six lots within the North Main Addition. The property is currently vacant.

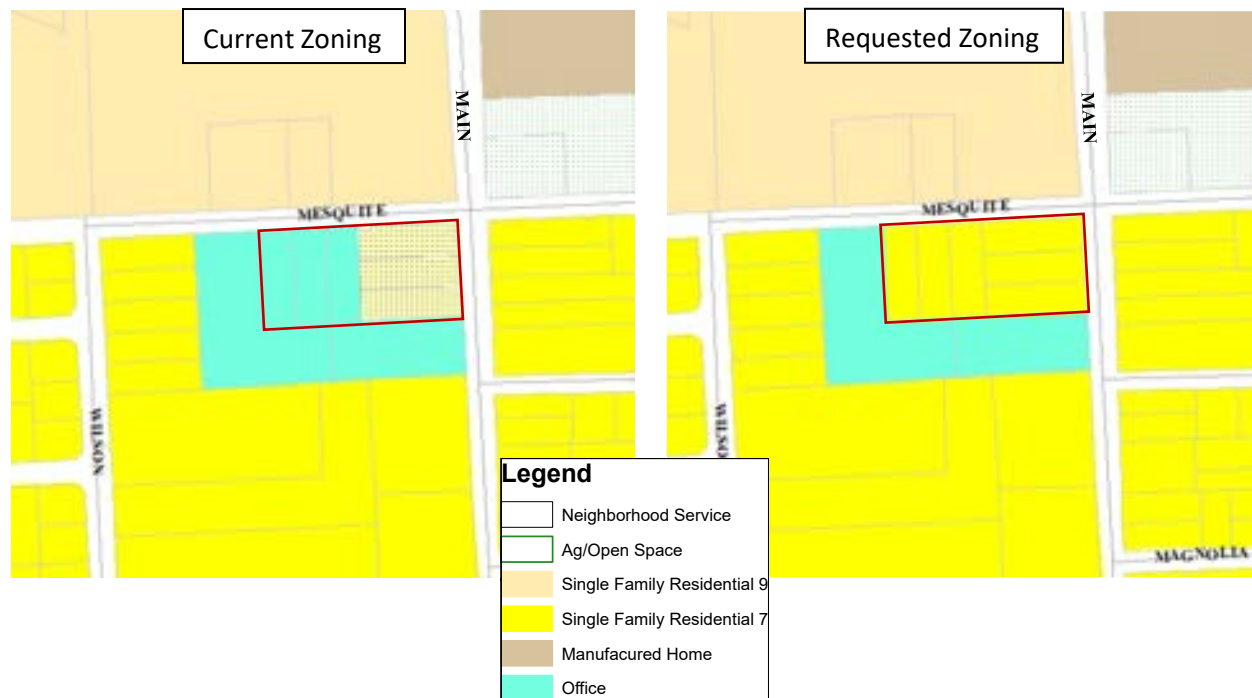


Looking southwest from the corner of Main and Mesquite.



Looking southeast from Mesquite.

The immediate surrounding properties are zoned SF-7, SF-9, and Office. The office property is being used as offices and educational facility for a childhood education company. Homes are located across Mesquite and Main streets, along with an LCRA electric substation. The area zoned Ag/Open Space on the opposite corner is also used as residential. The neighborhood as a whole is residential.



PUBLIC COMMENTS:

Thirty-seven (37) adjacent property owner notifications were mailed on July 12, 2017. At the time of this report, no responses were received.

POLICY EXPLANATION:

City zoning districts govern the use and development of land, buildings, and structures as a measure necessary to the orderly development of the community.

Section 10 – Changes and Amendments to All Zoning Ordinances and Districts contains the process for amending the zoning map. Changes shall only be made:

- A. To correct any error in the regulations or map.

The existing zoning district was adopted through the appropriate process. The current owner wishes to develop these lots as a residential use, which requires a zoning amendment.

- B. To recognize changed or changing conditions or circumstances in a particular locality.

The surrounding area is developing as residential and this is not a preferred location for office and/or neighborhood retail services.

- C. To recognize changes in technology, the style of living, or manner of conducting business.

This does not apply. The request follows the existing development pattern in the area.

- D. To change the property to uses in accordance with the approved Comprehensive Plan.

The requested zoning change to SF-7 is consistent with the Future Land Use designation of Neighborhood Residential shown in the Comprehensive Plan (Attachment 3).

In making a determination regarding a requested zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

1. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole.

Primary permitted uses allowed by right within the SF-7 district are single-family dwelling detached and community home (per state statute). These uses are appropriate considering the surrounding development is primarily residential, except for a childhood education center and an electric substation.

2. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings.

The proposed change is in accord and shall not adversely affect the existing public schools, streets, or utilities in the area. The intent is to develop six single-family detached homes.

3. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances, which may make a substantial part of such vacant land unavailable for development.

There is vacant land classified as residential in the vicinity and elsewhere in the city. Some of the vacant residential land in the vicinity is hindered by lack of utility infrastructure (water, wastewater, and/or electric), which requires a longer platting process and increases the cost of development. Other vacant residential land in the vicinity is not for sale. Elsewhere in the city, residential development may be hindered by terrain challenges, lack of developed street or utility infrastructure, or requires additional regulation by the Lost Pines Habitat Conservation Plan (LPHCP).

4. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.

From 2014 to 2016, single family permits issued were 78, 34, and 94, respectively, which corresponded to growth rates of 2.7%, 2.1%, and 2.1%, respectively. These numbers indicate that while permits have been issued, available developable lots hinder the growth rate. The Bastrop EDC and the Comprehensive Plan both show a high need for housing development. The 2017 Update to the Housing Study commissioned by BEDC concludes that Bastrop demand has grown with buyers interested in a lower price point or in getting more home for the value than what is available in other parts of the Austin MSA. It also says that "Homebuilders in the Southeast submarket, and especially the Bastrop area, have difficulty finding lots at reasonable prices in quality developments that offer competitive returns relative to those found along the I-35 corridor," and that "This tight level of housing inventory has particularly limited the Bastrop area's ability to capture a larger share of new home closings." The lots in the area to requesting a zone change are of a marketable size, in an established neighborhood, where existing utilities and terrain allows for returns on investment for builders.

5. How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved.

Other areas are unlikely to be affected by the proposed amendment, as it is rather minor in scale.

6. Any other factors which will substantially affect the public health, safety, morals, or general welfare.

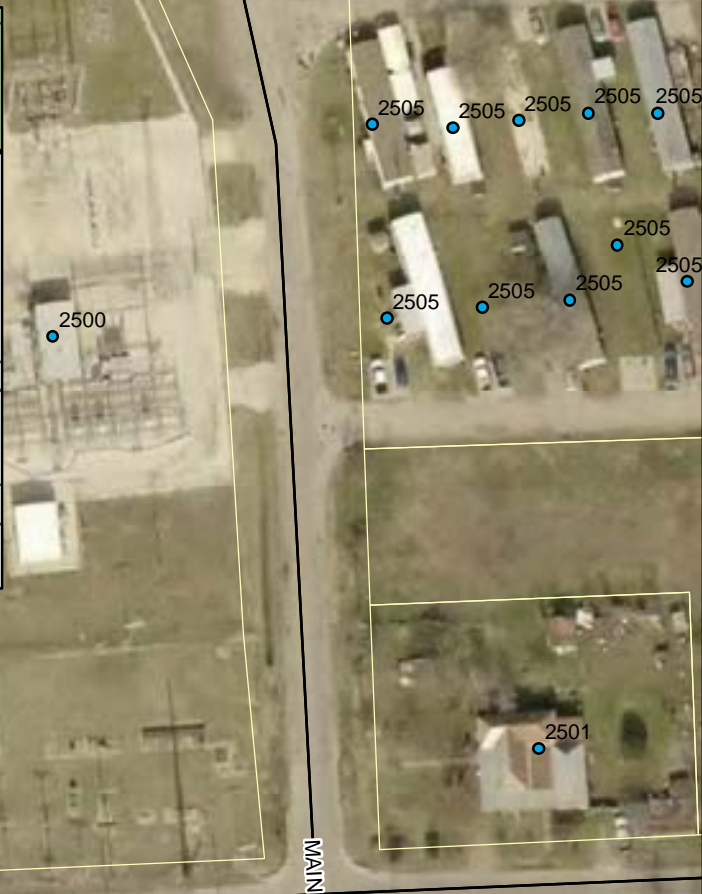
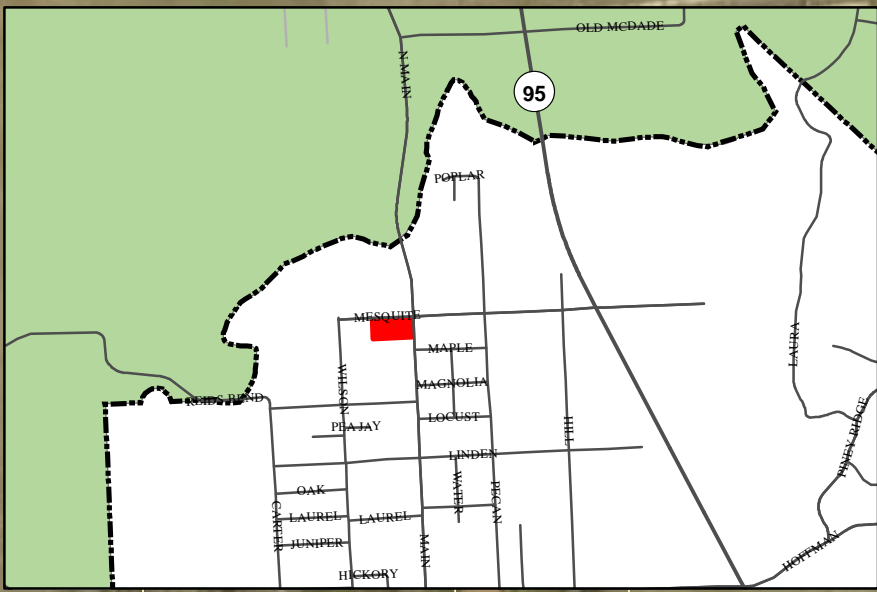
None.

RECOMMENDATION:

Hold public hearing and recommend approval of a zoning change to Single Family Residential 7 (SF-7) at the northeast corner of Main Street and Mesquite Street, being North Main Addition, Lots 2, 3, 4, 5, 6, 7 and forward to the next available City Council meeting.

ATTACHMENTS:

- Attachment 1: Location Map
- Attachment 2: Zoning Map
- Attachment 3: Future Land Use Map
- Attachment 4: Letter from Applicant






























Location Map
 Rezone North Main Addition Lots 2-7
 Neighborhood Service and Office to Neighborhood
 Northeast Corner of Main and Mesquite

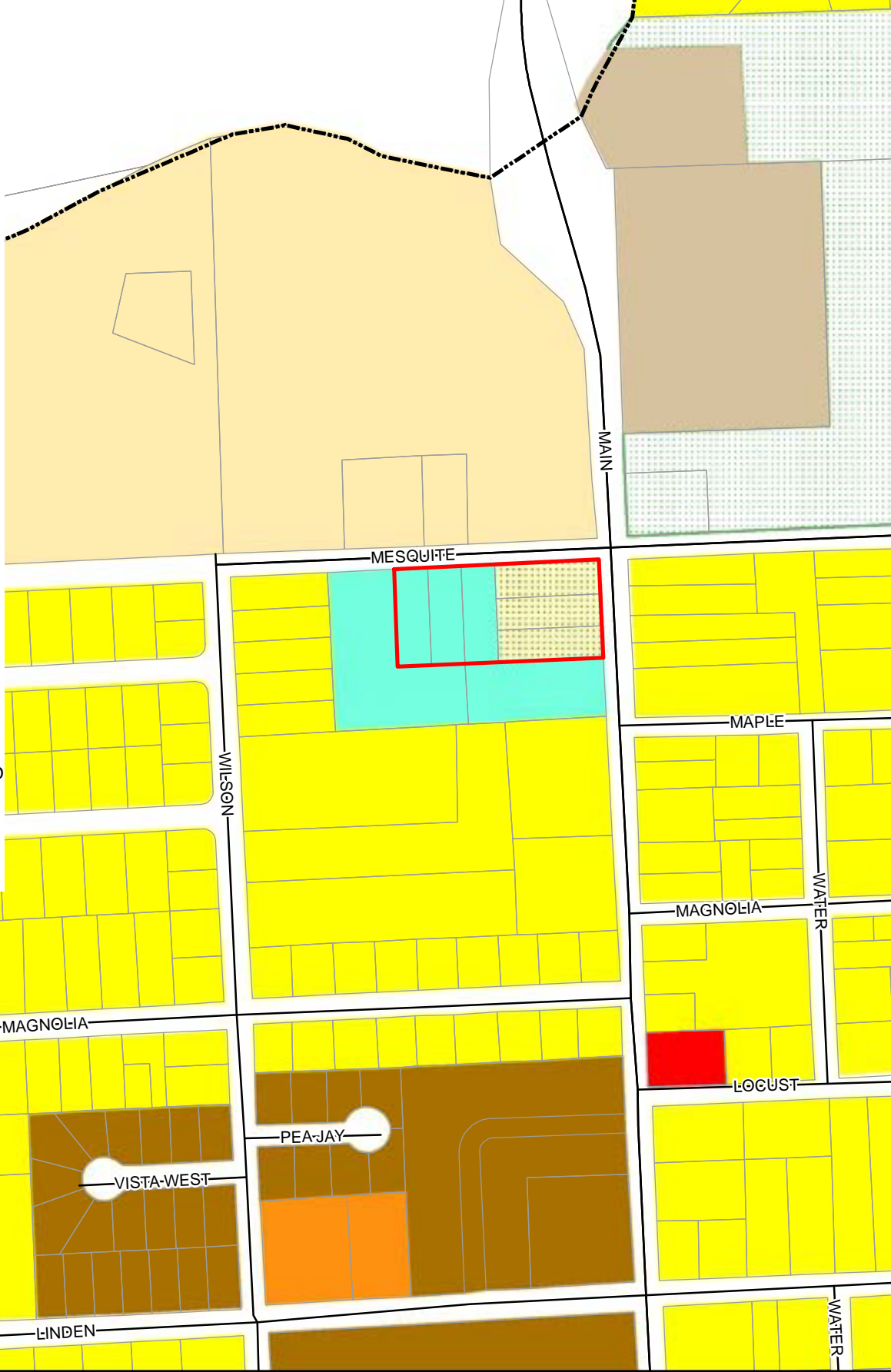
1 inch = 100 feet

Date: 7/12/2017
 The accuracy and precision of this cartographic data is limited and should be used for information/planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Legend

Zoning District

-  Neighborhood
-  Neighborhood Service
-  Neighborhood Tourism
-  Neighborhood Transition
-  Neighborhood Professional Office
-  Live/Work
-  Commercial Mixed Use
-  Civic/Cultural Arts
-  Downtown Mixed Use
-  Historic Main Street
-  Ag/Open Space
-  Park
-  Single Family Residential 20
-  Single Family Residential 9
-  Single Family Residential 7
-  Manufactured Home
-  Multi-Family-1
-  Multi-Family-2
-  Office
-  General Retail
-  Commercial-1
-  Commercial-2
-  Industrial Park
-  Light Industrial
-  Bastrop County PD
-  Hunter's Crossing Commerical PD
-  Hunter's Crossing Residential PD
-  Pecan Park PD
-  Piney Creek Bend PD
-  Toyota PD



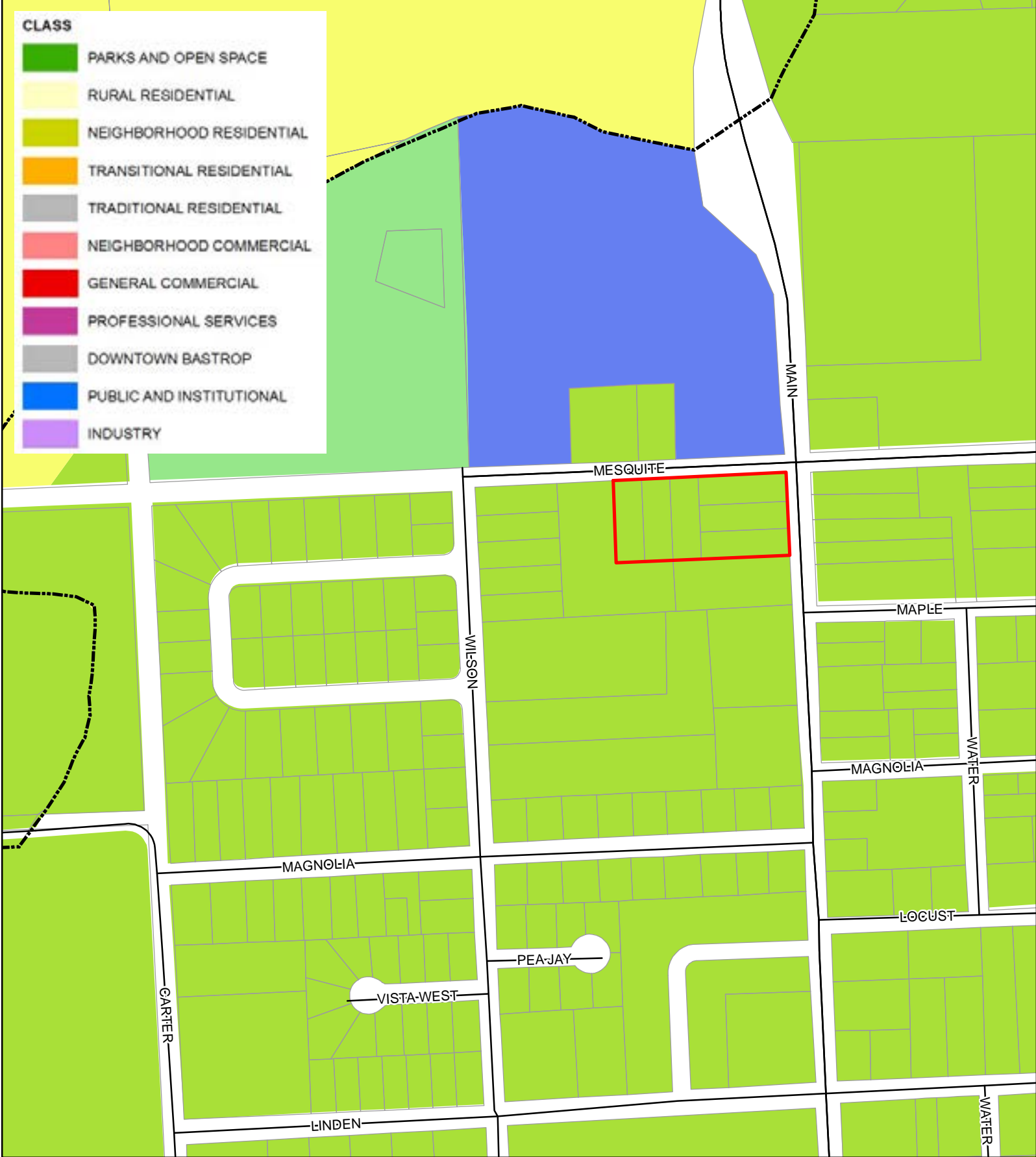
Zoning Map
Rezone North Main Addition Lots 2-7
Neighborhood Service and Office to Neighborhood
Northeast Corner of Main and Mesquite

1 inch = 300 feet

Date: 7/21/2017

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- CLASS**
- PARKS AND OPEN SPACE
 - RURAL RESIDENTIAL
 - NEIGHBORHOOD RESIDENTIAL
 - TRANSITIONAL RESIDENTIAL
 - TRADITIONAL RESIDENTIAL
 - NEIGHBORHOOD COMMERCIAL
 - GENERAL COMMERCIAL
 - PROFESSIONAL SERVICES
 - DOWNTOWN BASTROP
 - PUBLIC AND INSTITUTIONAL
 - INDUSTRY



Future Land Use Map
Rezone North Main Addition Lots 2-7
Neighborhood Service and Office to Neighborhood
Northeast Corner of Main and Mesquite

1 inch = 300 feet



Date: 7/21/2017
 The accuracy and precision of this cartographic data is limited and should be used for information/planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification set forth in local, state, or federal regulatory processes. The City of Bastrop, nor any of its employees, do not make any warranty of merchantability and fitness for particular purpose, or assumes any legal liability or responsibility for the accuracy, completeness or usefulness of any such information, nor does it represent that its use would not infringe upon privately owned rights.

Quickhatch Storage, LLC

219 Main Street, Smithville, TX 78957 | 512-575-0626 | nick@dartfrogtx.com

June 27, 2017

Planning & Development
City Hall
1311 Chestnut Street
Bastrop, TX 78602

Dear Recipient Name:

On behalf of Quickhatch Storage, LLC, have enclosed an application for Rezoning Lot 2 (0.31 acre), Lot 3 (0.32 acre), and Lot 4 (0.34 acre) from a Neighborhood Service Zoning to a Single Family (SF-7) Zoning along with the supporting documents as well as rezoning Lot 5 (0.31), Lot 6 (0.31 acre) and Lot 7 (0.31 acre) from an Office Zoning to a Single Family (SF-7) Zoning along with the supporting documents. The property is located on the corner of Mesquite Street and Main Street in Bastrop, TX. The proposed concept plans depict a 2-story structure consisting of a single family residence.

I have attached a proposed site plan, legal description of the property, field notes describing the land, copy of the deed showing current ownership, as well as the current tax certificate showing that the taxes are current and have been paid.

Sincerely,



Nick Chesser
CEO of Quickhatch Storage, LLC



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 9H

TITLE:

Consider action to approve Resolution No. R-2017-63 of the City Council of the City of Bastrop, Texas, approving the Vacation of Pine Vista Commercial Subdivision, being 8.858 acres of the Bastrop Town Tract Abstract A-11, located at 2401 Loop 150, within the city limits of Bastrop, Texas, repealing all conflicting resolutions and providing an effective date.

STAFF REPRESENTATIVE:

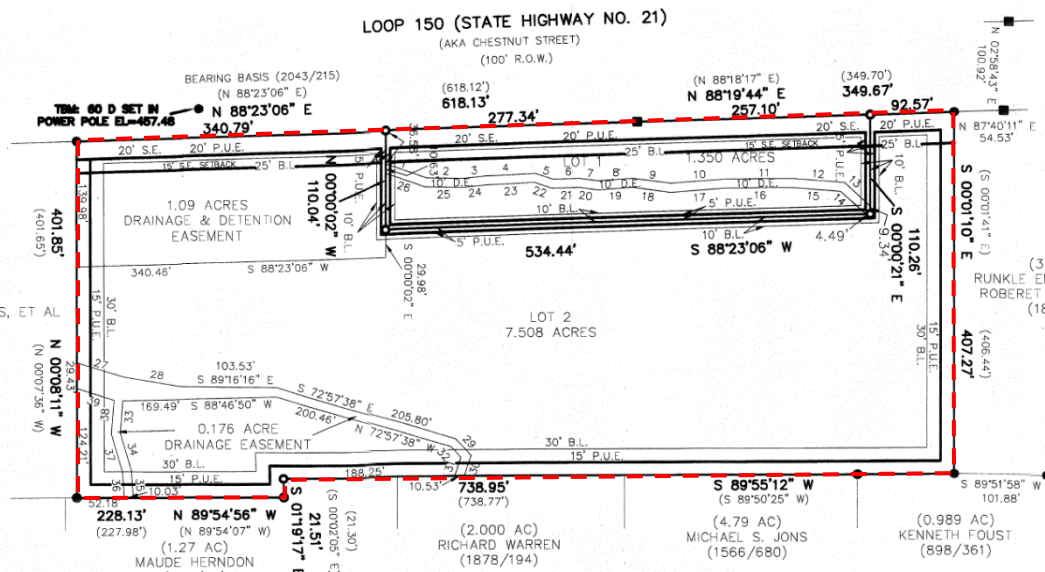
Wesley Brandon, P.E., Director of Planning and Engineering

BACKGROUND/HISTORY:

The Pine Vista Commercial Subdivision was filed with Bastrop County in December 11, 2012. The subdivision consists of two lots. Lot 1 is 1.350 acres and Lot 2 is 7.508 acres, for a total of 8.858 acres.

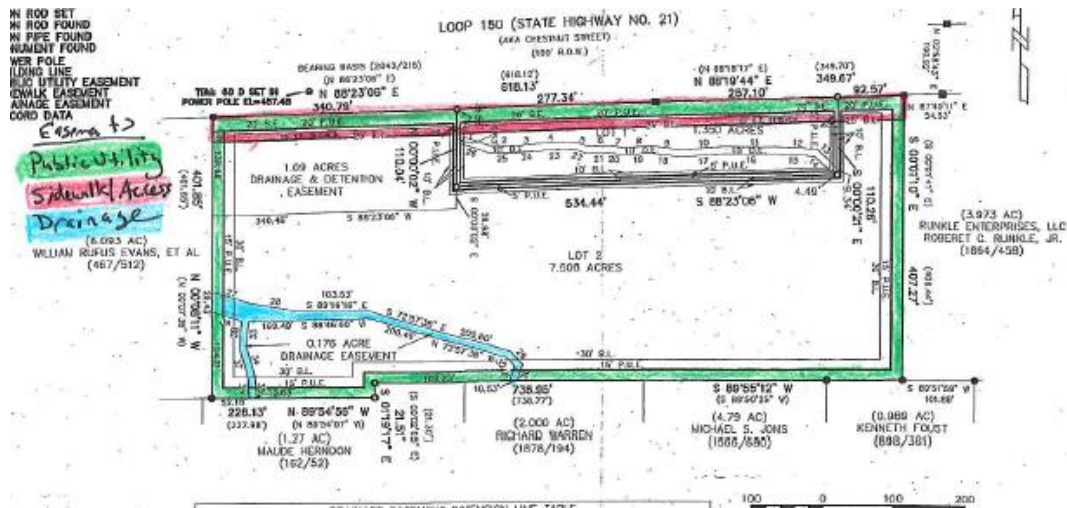
The Lost Pines Habitat Conservation Plan (LPHCP) requires development to meet one of the following: Documentation that the land was legally subdivided prior to October 1, 2003; a natural resource inventory for legal non-platted tracts; or sufficient evidence that the development site will not, to the greatest extent practicable, adversely affect primary habitat as described in Section 2.0 of the Conservation Subdivision Guidelines. In this case, the Pine Vista Commercial Subdivision does not meet the development requirements due to being subdivided after October 1, 2003. Once the plat is vacated and the tract returns to its previous designation as land out of Bastrop Town Tract Abstract A-11, the property owners may apply for construction that meets LPHCP regulations (Attachment 2).

The image below shows the current platted layout, and the red dashed line depicts the layout that the property will return to once vacated.



All information
Attachment 3: Pine
Vista Subdivision
including public
utility,
drainage, and
access
easements is

vacated. Staff has reviewed the easements that will need to be dedicated by separate instrument before the vacation takes place.



Attachment 4:
Required
Easements

- Green: 20-foot Public Utility Easement (PUE) along the northern property line and 15-foot PUE along the east, west and south property lines;
- Red: 35-foot Sidewalk and Access Easement along the north property line; and
- Blue: Variable width Drainage Easement, as indicated on the plat.

PUBLIC COMMENTS:

Ten (10) property owner notifications were mailed on July 12, 2017. At the time of this report, no responses have been received.

POLICY EXPLANATION:

Chapter 212 of the Texas Local Government Code (LGC) gives municipalities the ability to vacate recorded subdivisions, as long as the owners of all of the lots approve of the request. The entire subdivision is under common ownership. Additional information on the policy explanation is included in the attached Planning & Zoning Commission report.

RECOMMENDATION:

Consider Resolution R-2017-63 of the City Council of the City of Bastrop, Texas, approving the Vacation of Pine Vista Commercial Subdivision, being 8.858 acres of the Bastrop Town Tract Abstract A-11, located at 2401 Loop 150, within the city limits of Bastrop, Texas, repealing all conflicting resolutions and providing an effective date.

ATTACHMENTS:

- Resolution R-2017-63 with Exhibits
- Exhibit A: Location Map
- Exhibit B: Pine Vista Commercial Subdivision Plat
- Planning & Zoning Staff Report
 - Attachment 1: Location Map
 - Attachment 2: Letter from Applicant
 - Attachment 3: Copy of Recorded Final Plat
 - Attachment 4: Easements to retain by separate instrument



RESOLUTION NO. R-2017-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE VACATION OF PINE VISTA COMMERCIAL SUBDIVISION BEING 8.858 OF THE BASTROP TOWN TRACT ABSTRACT A-11, LOCATED AT 2401 LOOP 150, WITHIN THE CITY LIMITS OF BASTROP, TEXAS, REPEALING ALL CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Texas Local Government Code Section 212, the City Council can approve the vacation of recorded plats; and

WHEREAS, the Pine Vista Commercial Subdivision was recoded at the Bastrop County Clerk on December 11, 2012; and

WHEREAS, the Bastrop Planning and Engineering Department has reviewed the above-referenced request for vacation and found the returning the platted lot to the original configuration would still allow for the legal development of the lot per the Subdivision and Zoning Ordinances; and

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

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

Section 1. The vacation of Pine Vista Commercial Subdivision, being [8.858 acres of the Bastrop Town Tract, located 2401 Loop 150, within the city limits of Bastrop, Texas is hereby approved for recording, a copy of same being attached hereto as Exhibit "A" and incorporated herein for all purposes.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of August, 2017.

CITY OF BASTROP, TEXAS

APPROVED:

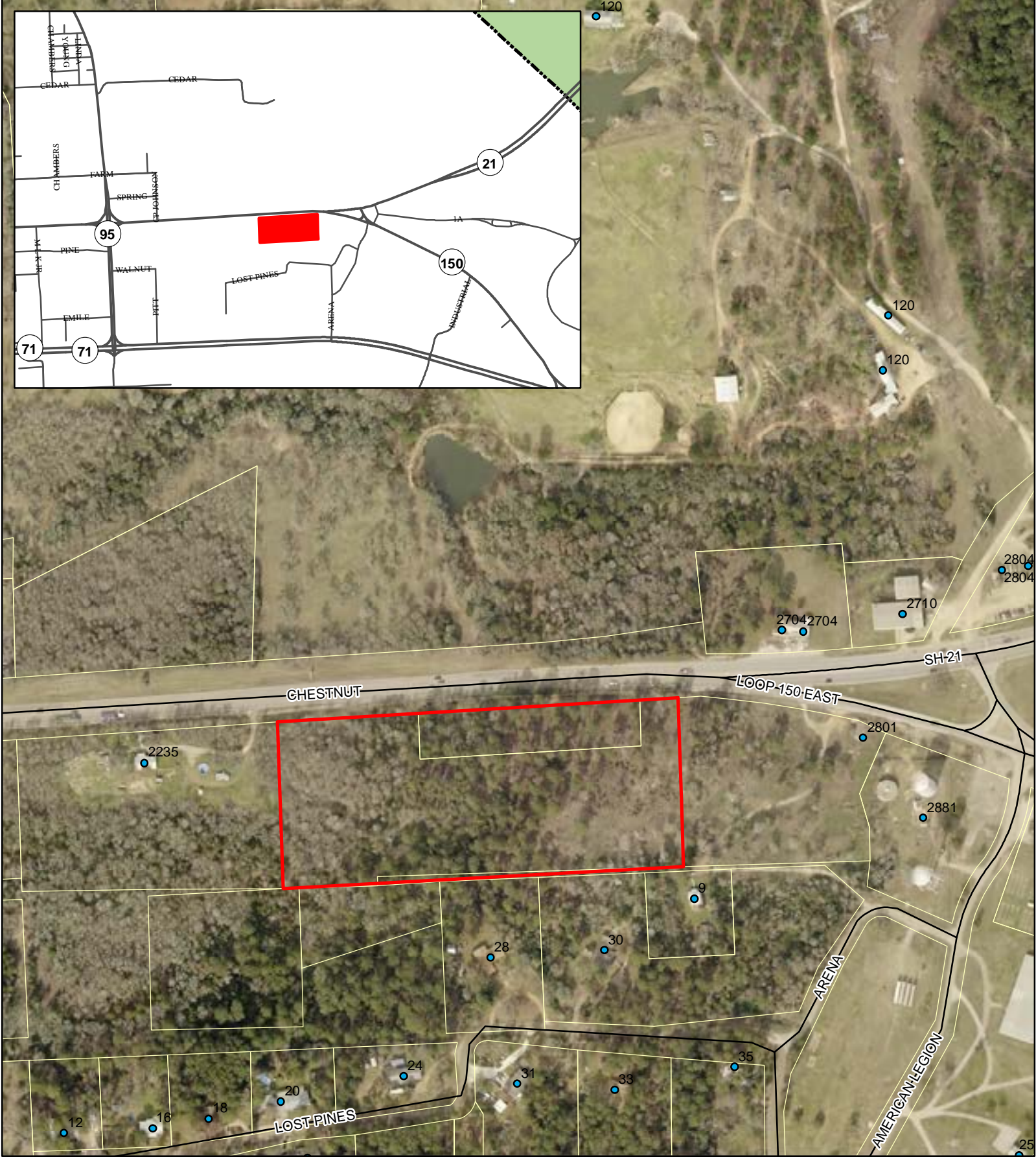
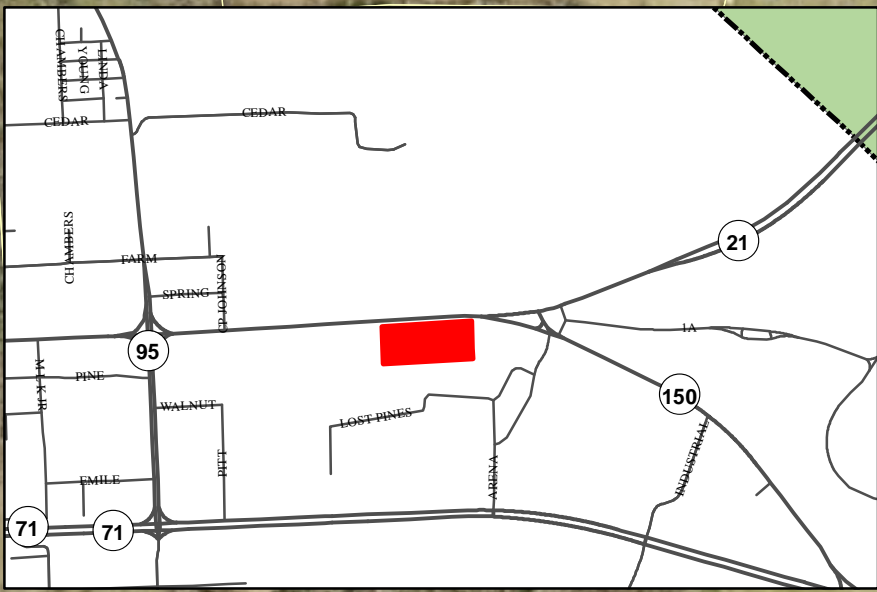
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney

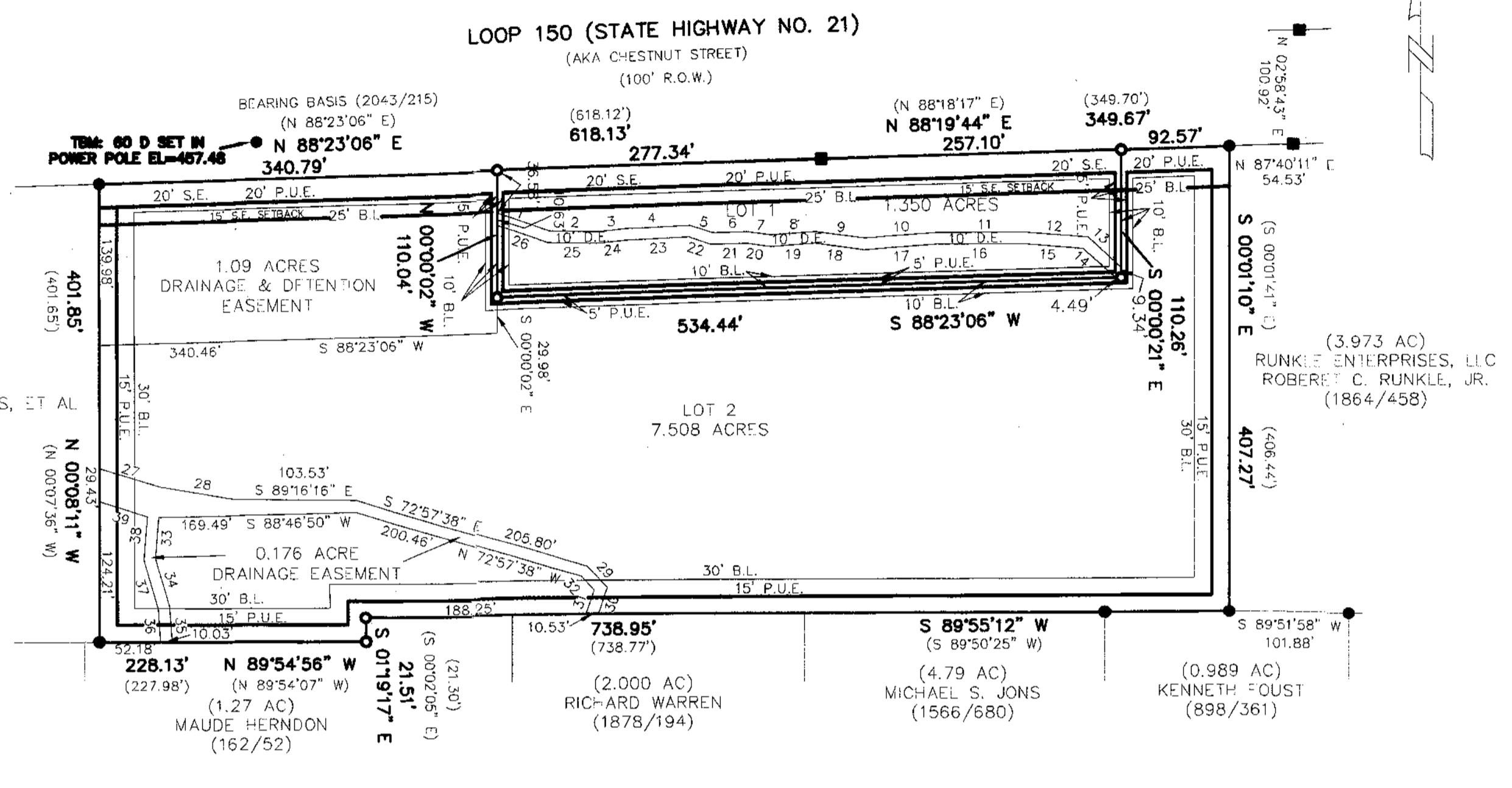
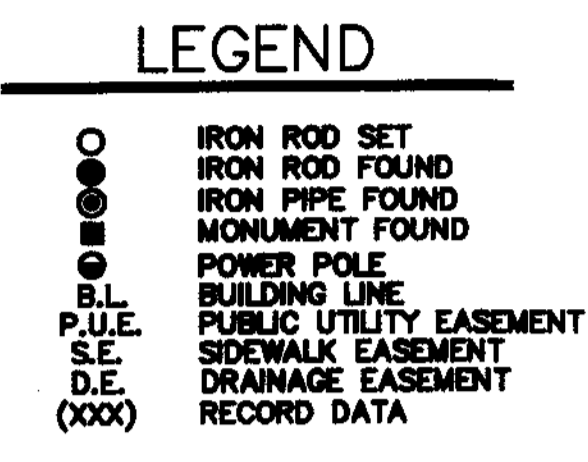
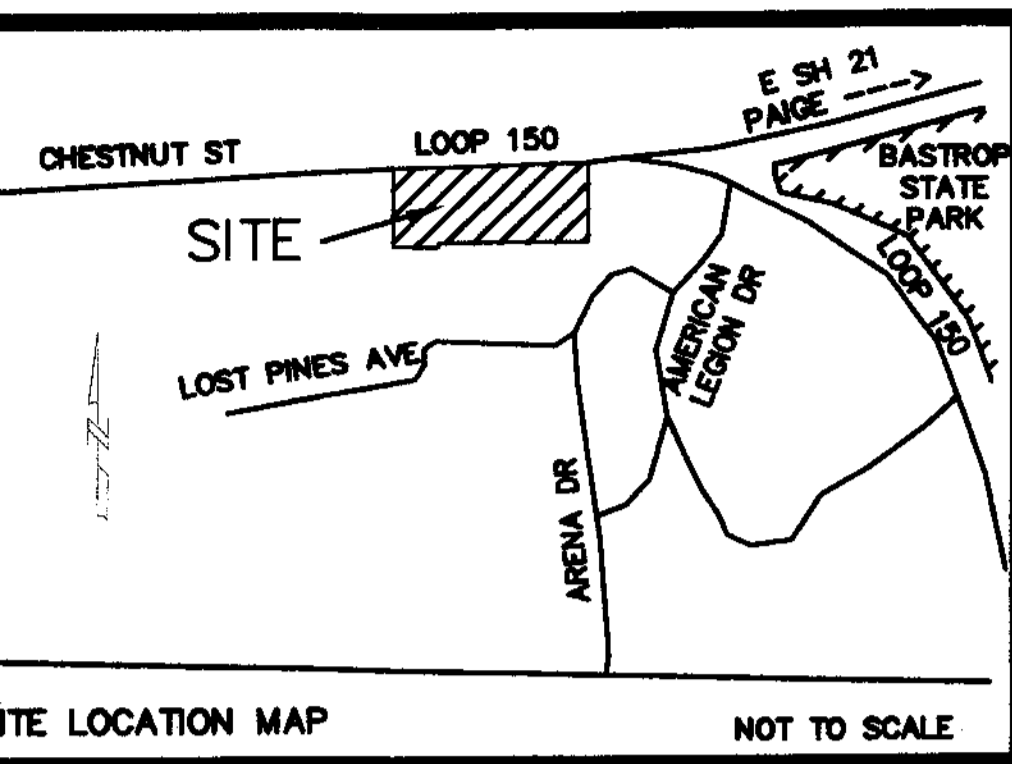


Location Map
Plat Vacation for Pine Vista Commercial Subdivision
2401 Chestnut Street

1 inch = 300 feet

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FINAL PLAT PINE VISTA COMMERCIAL SUBDIVISION 2401 LOOP 150 BASTROP, TEXAS



DRAINAGE EASEMENT DIMENSION LINE TABLE with columns for NO., DIRECTION, DISTANCE, and NO. for 13 different easement segments.

OWNER: CAB Bastrop Properties, Inc. 828 Ponderosa Road Bastrop, Texas 78602
ACREAGE: 8.858 acres
SURVEY: The Bastrop Town Tract
NUMBER OF BLOCKS: One
NUMBER OF LOTS: Two
LINEAR FEET OF NEW STREETS: None
DATE: August 7, 2012
SURVEYOR: Professional Land Surveyors 1515 Chestnut Street Bastrop, Texas 78602
ENGINEER: B-Squared Engineering PO Box 9684 Austin, Texas 78766-9684

PERIMETER DESCRIPTION:
8.858 ACRES OF LAND OUT OF THE BASTROP TOWN TRACT, ABSTRACT 11 IN BASTROP COUNTY, TEXAS, COMPRISED OF THAT TRACT CONVEYED AS 8.851 ACRES TO CAB PROPERTIES, INC. PER VOLUME 203, PAGE 215, OFFICIAL RECORDS OF BASTROP COUNTY MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS:
BEGINNING AT AN IRON ROD FOUND FOR THE NORTHWEST CORNER HEREOF, THE COMMON NORTH CORNER OF SAID 8.851 ACRES AND THAT TRACT CONVEYED AS 3.973 ACRES TO RUNKLE ENTERPRISES, LLC AND ROBERT C. RUNKLE, JR. PER VOLUME 1864, PAGE 458 OF SAID OFFICIAL RECORDS AND A POINT ON THE SOUTH-RIGHT-OF-WAY LINE OF LOOP 150 (STATE HIGHWAY NO. 21, AKA CHESTNUT STREET), FROM WHICH, FOR REFERENCE, THE COMMON WESTERLY CORNER OF SAID BASTROP TOWN TRACT AND THE STEPHEN F. AUSTIN SURVEY, ABS TRACT 2 IN BASTROP COUNTY, SAME BEING ON THE EAST LINE OF THE MOZZA ROUSSAU SURVEY, ABSTRACT 6 IN BASTROP COUNTY AND BEING WITHIN THE CONFINES OF THE COLORADO RIVER BEARS E. S. 67.33' W. 7970 FEET (AS SCALED FROM BASTROP CENTRAL APPRAISAL DISTRICT AERIAL MAP 10-11);

LIENHOLDER APPROVAL AND DEDICATION

STATE OF TEXAS
COUNTY OF BASTROP
That Prosperity Bank, Inc., a Texas Corporation, the lien holder of the certain tract 8.858 acre tract of land called Pine Vista Commercial Subdivision, do hereby consent to the subdivision of that certain 8.858 acre tract of land situated in the City of Bastrop, Bastrop County, Texas, and do further hereby join, approve, and consent to the dedication to the public forever the use of the easements and all other lands intended for public dedication as shown hereon.

Before me, the undersigned authority, on this day personally appeared Josiah Harkins, Sr, the person whose name is subscribed to the foregoing instrument. It has been acknowledged to me that the party executed the foregoing instrument, acting as the Property Owner of the property described hereon.
Josiah Harkins, Sr
Notary Public in and for the State of Texas
Date: 11-19-12

OWNER APPROVAL AND DEDICATION

STATE OF TEXAS
COUNTY OF BASTROP
THAT, CAB BASTROP PROPERTIES, INC., OWNER OF THE PROPERTY DESCRIBED IN VOLUME 203 PAGE 215 OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, DO HEREBY JOIN, APPROVE, AND CONSENT TO THE PLAT REQUIREMENTS HEREON. THE UNDERSIGNED PARTIES HEREBY CONSENT TO THE RECORDATION OF THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ANY EASEMENTS OR RESTRICTIONS SHOWN HEREON. THIS PLAT IS TO BE KNOWN AS "PINE VISTA COMMERCIAL SUBDIVISION" AND HEREBY DEDICATED TO THE PUBLIC THE EASEMENTS SHOWN HEREON.

Before me, the undersigned authority, on this day personally appeared Amy M Bruders, the person whose name is subscribed to the foregoing instrument. It has been acknowledged to me that the party executed the foregoing instrument, acting as the Property Owner of the property described hereon.
Amy M Bruders
Notary Public in and for the State of Texas
Date: 12-4-2012

AS SURVEYED BY:
PROFESSIONAL LAND SURVEYORS
1515 CHESTNUT STREET
BASTROP, TEXAS 78602
Brian Baird
11-10-12

C. RICHARD RAUPH, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4758
B-SQUARED ENGINEERING
1515 CHESTNUT STREET
BASTROP, TEXAS 78602
PHONE: (512) 303-0952
FAX: (512) 303-0981
WWW.B-SQUAREDENGINEERING.COM

STATE OF TEXAS
COUNTY OF BASTROP
I, BRIAN BAIRD, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS COMPLETE, ACCURATE, AND IN COMPLIANCE WITH CITY OF BASTROP REGULATIONS AND SPECIFICATIONS.
Brian Baird
BRIAN BAIRD, PE
REGISTERED PROFESSIONAL ENGINEER NO. 91685
B-SQUARED ENGINEERING
FIRM REGISTRATION NO. 11934
P.O. BOX 9684
AUSTIN, TEXAS 78766-9684
(512) 569-0743

CITY OF BASTROP APPROVAL
APPROVED THIS DAY 13rd of Oct, 2012 BY THE CITY COUNCIL OF BASTROP, TEXAS
Terry Orr
MAYOR, TERRY ORR
Date: 10-23-2012
ATTEST
Teresa Valdez
CITY SECRETARY, TERESA VALDEZ
Date: 10-23-2012

TXDOT DRIVEWAY NOTE:
Driveway permits were issued by the Texas Department of Transportation for two (2) driveway corridors to be constructed in the Loop 150 ROW. The Driveway Permit numbers are 001-11-32988-DP for the east driveway and 001-11-32987-DP for the west driveway.
JOINT USE ACCESS EASEMENT:
By this Plat, Lot 1 is designated a Joint Use Access Easement to be owned and maintained by the owners of Lot 2, their heirs or assigns. The purpose of this easement is to provide access to Lot 2 and any future resubdivisions of that lot.
SIDEWALK EASEMENT:
By this Plat, a 15-foot sidewalk easement abutting the Loop 150 ROW line and extending the entire length of the property is dedicated to for pedestrian travel.
DRAINAGE AND DETENTION EASEMENTS:
By this Plat the following easements are hereby dedicated to be owned and maintained by the of the owners of Lot 2, their heirs or assigns. The purpose for these easements is to provide safe conveyance and detention of stormwater. The exact dimensions for these easements are determined by the bearings and distances reflected on the plat.
a. A 10-foot wide, 350-foot long Drainage Easement crossing Lot 1
b. A varying width, approximately 590-foot long Drainage Easement at the southwest corner of Lot 2
c. A 340-foot by 140-foot wide Drainage and Detention Easement at the northwest corner of Lot 2

- City of Bastrop Standard Plat Notes:
- Erosion and sedimentation controls constructed in accordance with the Subdivision Ordinance of the City of Bastrop are required for all construction on each lot, including single family and duplex construction.
 - Fiscal surety for subdivision construction, in a form acceptable to the City of Bastrop, shall be provided prior to plat approval by the City.
 - The owner of this subdivision, and his or her successors and assigns, assumes sole responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Bastrop. The owner understands and acknowledges that plat vacation or re-platting may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements.
 - By approving this plat, the City of Bastrop assumes no obligation to construct any infrastructure in connection with this subdivision. Any subdivision infrastructure required for the development of the lots in this subdivision is the sole responsibility of the developer and/or the owners of the lots. Failure to construct any required infrastructure to City standards may be just cause for the City to deny applications for certain development permits including building permits, site plan approvals and/or certificates of occupancy.
 - Building setbacks not shown shall be in accordance with City of Bastrop Subdivision and Zoning Ordinances. The subdivision is currently zoned Commercial 1 (C-1).
 - No lot or structure shall be occupied prior to the Applicant submitting to the City of Bastrop documentation of subdivision/site registration with the Texas Department of Licensing and Regulations (TDLR) and provide documentation of review and compliance of the subdivision construction plans with Texas Architectural Barriers Act (TABA).
 - Electric service is provided by the Bastrop Power and Light.
 - Gas service is provided by the Center Point Energy.
 - Cable service is provided by the Time-Warner.
 - All utilities will be underground.
 - The impact fees for this subdivision shall be based on Ordinance 2011-13 and shall be paid prior to building permit issuance.
 - Wastewater and Water systems shall conform to TCEQ (Texas Commission on Environmental Quality).
 - Developer/Owner shall be solely responsible for all relocation and modifications to existing utilities.
 - FLOOD WARNING: The degree of flood protection required by the City of Bastrop Flood Damage Prevention Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can occur and flood heights may be increased by man-made or natural causes. Acceptance of this plat by the City Council does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. Nor shall acceptance of this plat create liability on the part of the City of Bastrop or any official or employee thereof for any flood damages that result from reliance on the information contained within this plat or any administration decision lawfully made hereunder.
 - The Finished Floor Elevation noted within each lot represents the base flood elevation plus a two-foot freeboard as required by the City of Bastrop Flood Damage Prevention Ordinance.
 - The developer, builder, seller, or agent shall inform, in writing, each buyer of subdivision lots or property located within flood hazard areas that such property is an identified flood hazard area and that a Certificate of Compliance will be required to be submitted to the City of Bastrop Building Inspector prior to the issuance of a certificate of occupancy of a structure.
 - All easements of record as indicated on the most recent title run (dated: January 7, 2011, conducted by Alamo Title Company) for this property are shown on this Plat.
 - Temporary and permanent easements to be provided, as required at the City's sole discretion for off-site water, wastewater and drainage improvements.
 - Property owner shall provide for access to all easements as may be necessary and shall not prohibit access by governmental authorities.
 - Upon completion of construction and installation of the Electric Facilities on the Property the developer/owner shall have the Permanent Utility Easement Area (20 foot easement), to include a 10 foot buffer around all non-opening sides and a 20 foot buffer around opening sides of equipment surveyed by metes and bounds, at its sole cost and expense, and a copy of that Permanent Easement survey provided to BPAK for the granting and recording of a Permanent Public Utility Easement. The Blanket Temporary Access and Construction Easement shall be vacated at such time as BPAK accepts and records the Permanent Public Utility Easement.
 - The electric utility has the right to prune and/or remove trees, shrubbery vegetation and other obstructions to the extent necessary to keep the easements clear. The owner/developer of this subdivision/lot shall provide the City of Bastrop electric utility department with any access required, in addition to those indicated, for the installation and ongoing maintenance of overhead and underground electric facilities.
 - This project is located within the Known and Potential Habitat area of the endangered Houston toad, determined by the U.S. Fish and Wildlife Service. As authorized under Bastrop County's Federal Fish and Wildlife Endangered Species Incidental Take Permit Number TE-13500-0, property owners should contact the Lost Pines Habitat Conservation Plan (LPHCP) Administrator at the Bastrop County Development Services Department prior to any development activity.
 - The joint use driveway(s) to be constructed in Lot 1 on this plat will provide joint access from SH 21 to Lots 1 and 2.
 - Sidewalks shall be constructed in accordance with the Subdivision Ordinance of the City of Bastrop.

GENERAL NOTES:

- The Benchmark used for vertical control is: TBM: 60 D SPIKE IN POWER POLE ELEVATION = 457.48
- This Plat conforms to the Preliminary Plat approved by the City Council on JUNE 12, 2012
- All subdivision permits shall conform to the City of Bastrop Code of Ordinances, construction standards, and generally accepted engineering practices.
- Construction Plans and Specifications for all subdivision improvements shall be reviewed and accepted by the City of Bastrop prior to any construction within the subdivision.
- Prior to construction of any improvements on lots in this subdivision, building permits will be obtained from the City of Bastrop.
- Site Development Construction Plans shall be reviewed and accepted by the City of Bastrop prior to any multi-family or non-residential construction.
- Water and wastewater service provided by the CITY OF BASTROP.
- Electric service provided by BASTROP POWER AND LIGHT.
- No lot in this subdivision shall be occupied until connected to the approved water distribution and wastewater collection facilities.
- THE SUBJECT PROPERTY IS LOCATED IN ZONE X AND IS NOT WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN FLOOD INSURANCE RATE MAP (F.I.R.M.)
- On-site storm water detention facilities will be provided to reduce post-development peak rates of discharge of the 5, 10, 25, 50 and 100-year storm events.
- A 20-foot Public Utility Easement (P.U.E.) is dedicated abutting the Loop 150 ROW and a 15-foot P.U.E. is dedicated abutting side and rear boundary lines of the 8.858 acre subdivision. Both Lot 1 and Lot 2 have a 5-foot P.U.E. abutting shared lot lines.
- No buildings, fences, landscaping or other structures are permitted within drainage easements shown, except as approved by the City of Bastrop.
- The Owners of Lot 1 or their assigns shall be responsible for operation and maintenance of shared access driveway and all shared drainage infrastructure. The owner shall be responsible for installation of temporary erosion control, revegetation and tree protection for utility work required to provide electric service to this project.
- All signs shall comply with the Bastrop Sign Ordinance.
- This property is subject to the conditions and restrictions granted under a Blanket Temporary Access and Construction Easement, Document # _____ as recorded with the Bastrop County Clerk.

COUNTY OF BASTROP
I, Rose Pietsch, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that on the 13th day of October, 2012 A.D., the Commissioners Court of Bastrop County, Texas, passed an order authorizing the filing for record of this plat and that said order has been entered into the minutes of said court in Book _____ Page _____
Witness my hand and seal of office of the County Court of Bastrop County, Texas, this day of October, 2012 A.D.
Rose Pietsch
County Clerk
Bastrop County, Texas

I, Rose Pietsch, County Clerk in and for the county and state aforesaid, do hereby certify that the foregoing instrument of writing with the certificate of Authentication, was filed for record in my office on the 13th day of October, 2012 A.D. at 11:16:00 clock a.m. Rose Pietsch, County Clerk

PLANNING & ZONING STAFF REPORT



MEETING DATE: July 27, 2017

Item: I

TITLE:

Consider action to recommend approval of the request to vacate the plat at 2401 Chestnut St, being Pine Vista Commercial Subdivision, Lots 1 and 2, and forward to the next available City Council meeting.

STAFF REPRESENTATIVE:

Wesley Brandon, P.E., Director of Planning and Engineering

ITEM DETAILS:

Site Address: 2401 Chestnut St (Attachment 1)
Total Acreage: 8.858 acres
Legal Description: Pine Vista Commercial Subdivision, Lots 1 and 2

Property Owner: Amy Bruder
Agent Contact: Patti Bridges

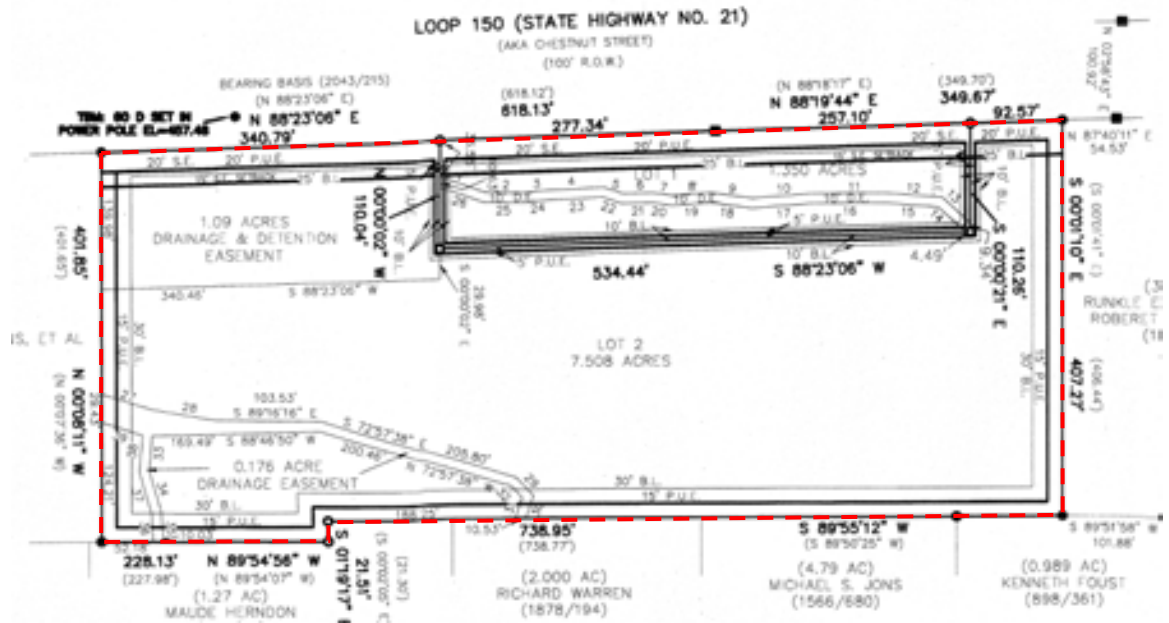
Existing Use: Vacant/Undeveloped
Existing Zoning: C-1, Commercial-1
Future Land Use: Neighborhood Residential

BACKGROUND/HISTORY:

The Pine Vista Commercial Subdivision was filed with Bastrop County in December 11, 2012. The subdivision consists of two lots. Lot 1 is 1.350 acres and Lot 2 is 7.508 acres, for a total of 8.858 acres.

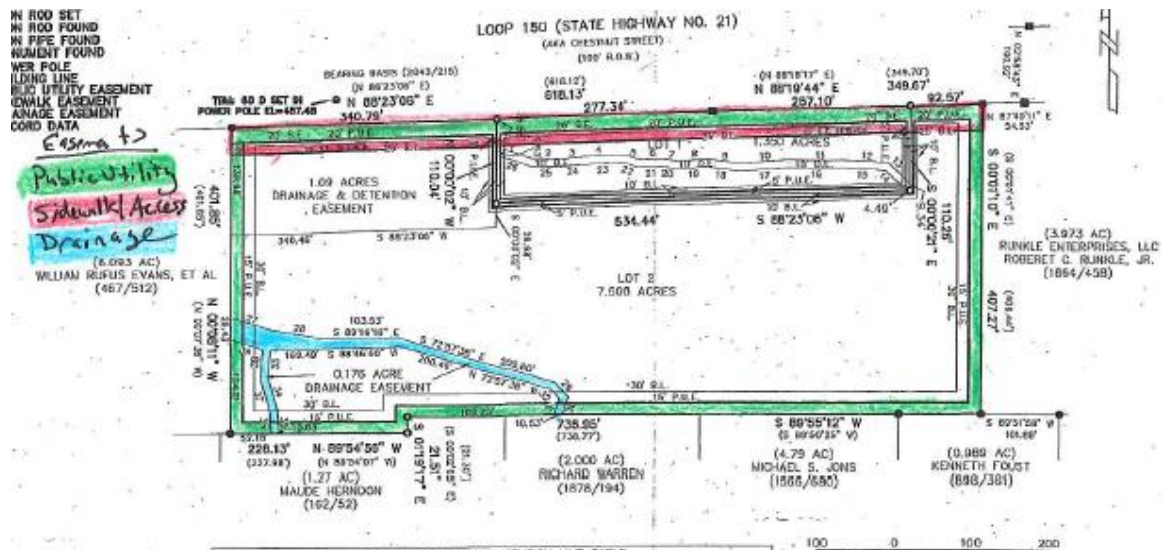
The Lost Pines Habitat Conservation Plan (LPHCP) requires development to meet one of the following: Documentation that the land was legally subdivided prior to October 1, 2003; a natural resource inventory for legal non-platted tracts; or sufficient evidence that the development site will not, to the greatest extent practicable, adversely affect primary habitat as described in Section 2.0 of the Conservation Subdivision Guidelines. In this case, the Pine Vista Commercial Subdivision does not meet the development requirements due to being subdivided after October 1, 2003. Once the plat is vacated and the tract returns to its previous designation as land out of Bastrop Town Tract Abstract A-11, the property owners may apply for construction that meets LPHCP regulations (Attachment 2).

The image below shows the current platted layout, and the red dashed line depicts the layout that the property will return to once vacated.



Attachment 3: Pine Vista Subdivision

All information that was recorded with the plat, including public utility, drainage, and access easements is vacated. Staff has reviewed the easements that will need to be dedicated by separate instrument before the vacation takes place.



Attachment 4: Required Easements

- Green: 20-foot Public Utility Easement (PUE) along the northern property line and 15-foot PUE along the east, west and south property lines;
- Red: 35-foot Sidewalk and Access Easement along the north property line; and
- Blue: Variable width Drainage Easement, as indicated on the plat.

PUBLIC COMMENTS:

Ten (10) property owner notifications were mailed on July 12, 2017. At the time of this report, no responses have been received.

POLICY EXPLANATION:

Local Government Code

Sec. 212.013. VACATING PLAT.

- (a) The proprietors of the tract covered by a plat may vacate the plat at any time before any lot in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.

Neither lot in the plat has been sold. Both lots are under common ownership. To vacate the plat, it must go through the Planning & Zoning Commission and be approved by City Council, as that was the manner in which the original plat was processed. The original plat went through the preliminary and final plat processes.

- (b) If lots in the plat have been sold, the plat, or any part of the plat, may be vacated on the application of all the owners of lots in the plat with approval obtained in the manner prescribed for the original plat.

Does not apply. The lots have not been sold and are under common ownership.

- (c) The county clerk shall write legibly on the vacated plat the word "Vacated" and shall enter on the plat a reference to the volume and page at which the vacating instrument is recorded.

Upon approval by City Council, a vacating instrument will be drafted by the Planning Department and recorded at the Count Clerks office.

- (d) On the execution and recording of the vacating instrument, the vacated plat has no effect.

The tract will return to its previous designation as a portion of Bastrop Town Tract Abstract A-11.

Code of Ordinances

The Bastrop Code of Ordinances does not speak to vacating plats; therefore, Local Government Code governs the process.

HISTORICAL REFERENCES:

Request to vacate the Resubdivision of Lots 1-522 and 1-523, Block 19, Tahitian Village, Unit 1 as recorded May 31, 1994 in Cabinet 2, Page 379-A in the Bastrop County, Texas plat records was approved on April 11, 2017.

RECOMMENDATION:

Consider action to recommend approval of the request to vacate the plat, with the dedication by separate instruments for the referenced easements, at 2401 Chestnut St, being Pine Vista Commercial Subdivision, Lots 1 and 2, and forward to the next available City Council meeting.

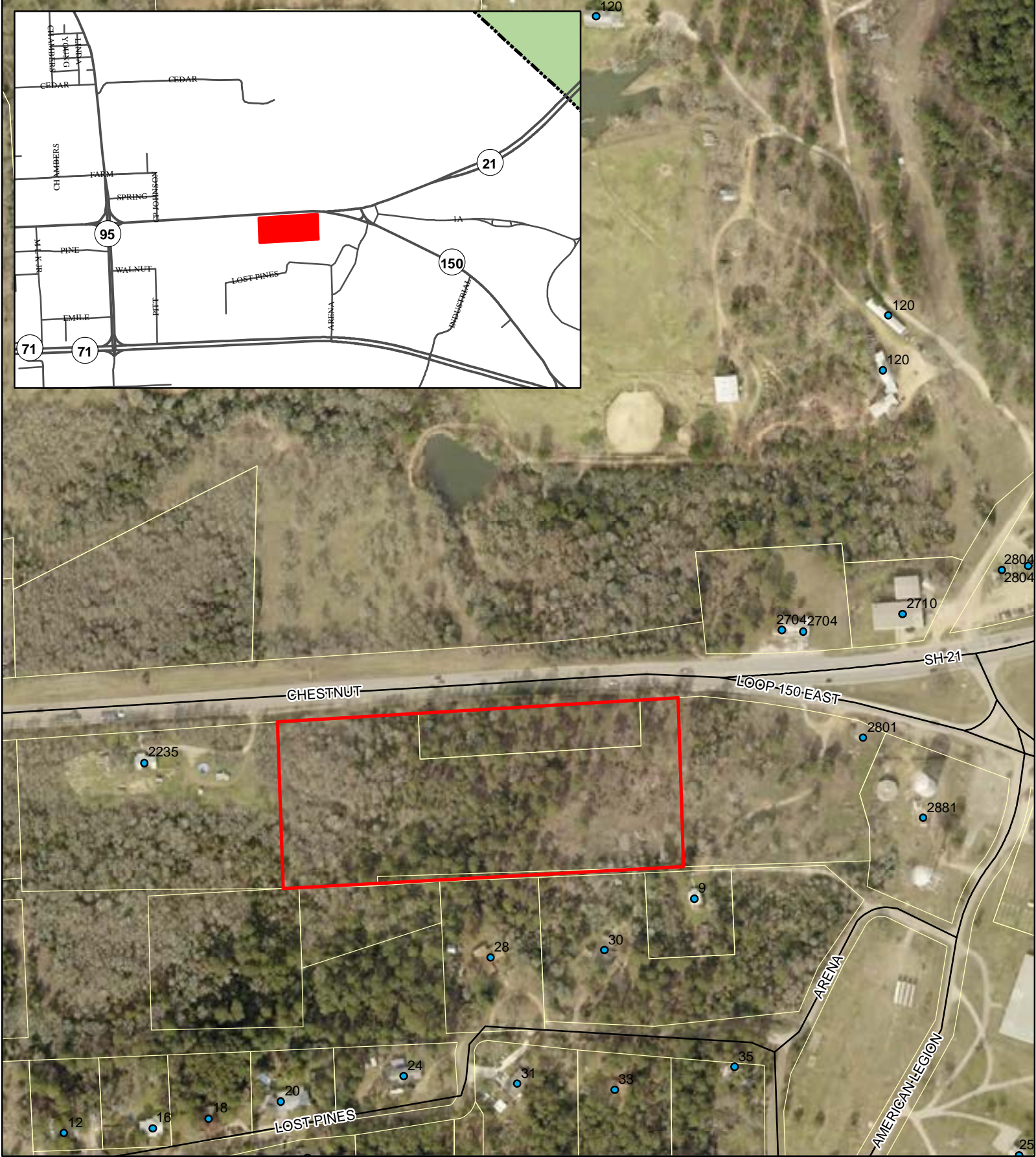
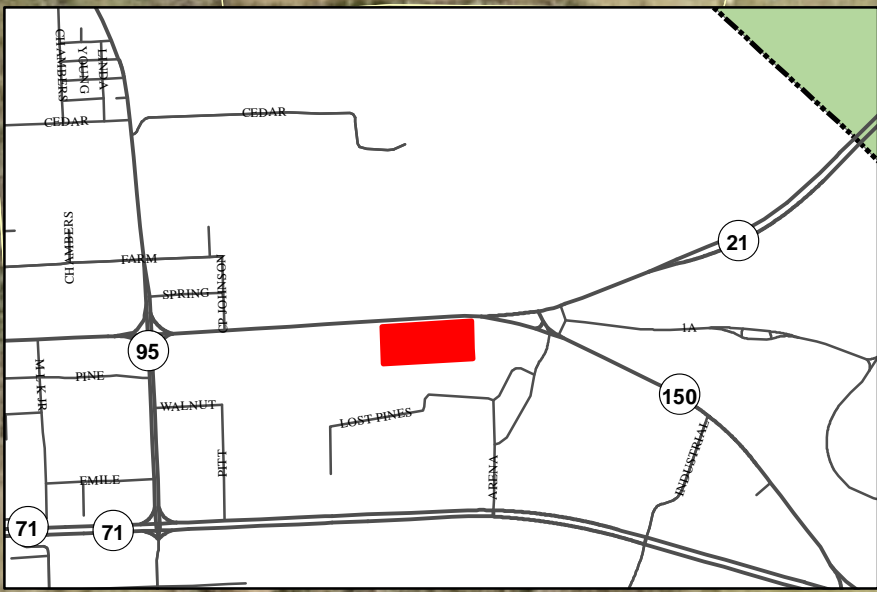
ATTACHMENTS:

Attachment 1: Location Map

Attachment 2: Letter from Applicant

Attachment 3: Copy of Recorded Final Plat

Attachment 4: Easements to retain by separate instrument



Location Map
Plat Vacation for Pine Vista Commercial Subdivision
2401 Chestnut Street

1 inch = 300 feet

Date: 7/11/2017

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

CAB Bastrop Properties, Inc.
828 Ponderosa Road
P.O. Box 396
Bastrop, Texas 78602
512.304.5357

June 16, 2017

Jennifer C. Bills, AICP, LEED AP
Assistant Planning Director
1311 Chestnut Street
P.O. Box 427
Bastrop, Texas 78957

Re: Pine Vista Commercial Subdivision Vacation of Recorded Plat
Recorded on December 11, 2012
File number: 5/115-B

Pine Vista Commercial Subdivision is an 8.858 acre tract consisting of two lots within the Bastrop city limits located at 2401 Loop 150 (State Highway 21 aka Chestnut Street). Lot 1 is a 1.227 acre lot and Lot 2 is a 7.631 acre lot. This subdivision was completed and filed with the county on December 11, 2012, under file number 5/115-B. Development of the property was halted at that time due to not meeting Houston Toad habitat requirements. We are in the process of submitting a new Site Development Plan for this project, which will be the new home of the Roadhouse Bastrop Restaurant.

This subdivision of the property does not meet the proposed development under the Lost Pines Habitat Conservation Plan due to being legally subdivided after 2003. We are asking for a vacation of this plat to meet the requirements of the Lost Pines Habitat Conservation Plan. We are enclosing a copy of the Construction Certificate Application under the Lost Pines Habitat Conservation Plan with the requirements outlined on Page 2 under item 7. The granting of this vacation would not be detrimental to the public health, safety, or welfare or be otherwise injurious to other property in the area; it would not substantially conflict with the Comprehensive Plan and the purposes of this Code; nor would it generally apply to other property in the vicinity because the property lines for Lot 1 is within the original boundaries of the original tract. We are seeking to complete this project within the require time limits set by the Houston Toad's breeding season and would be appreciative of as much of an expedited process as possible.

If you have any questions or comments regarding this submittal, please call me at (512) 304.5357.

Sincerely,



Amy Bruder
President

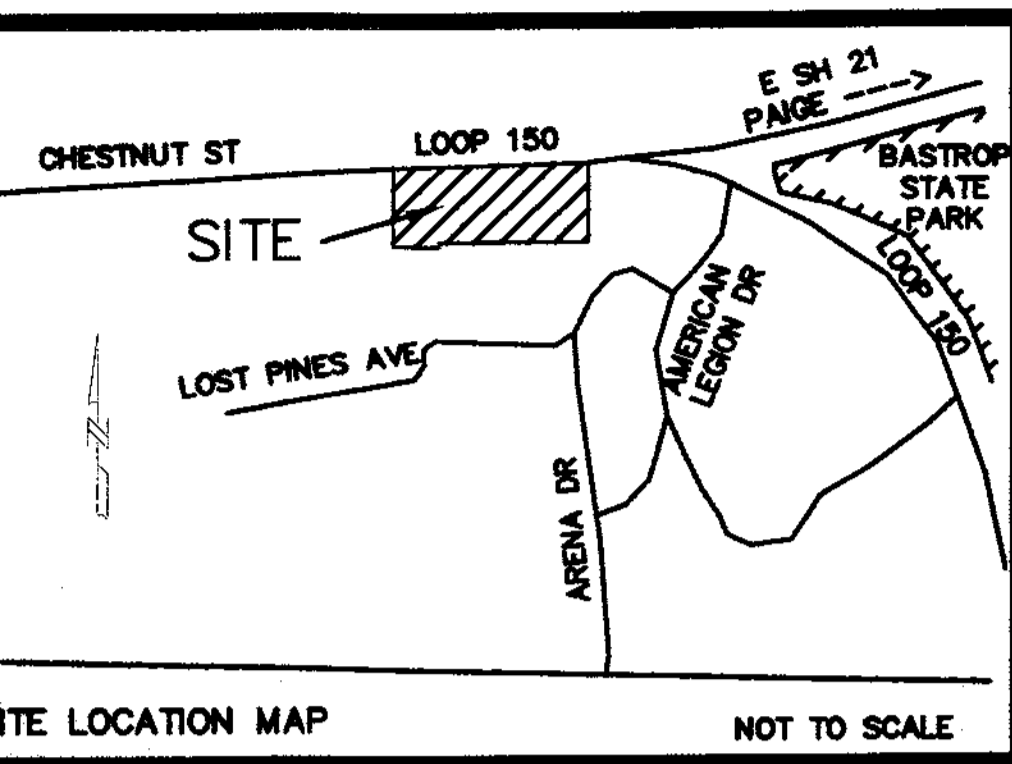
CAB Bastrop Properties, Inc.

RECEIVED

JUN 19 2017

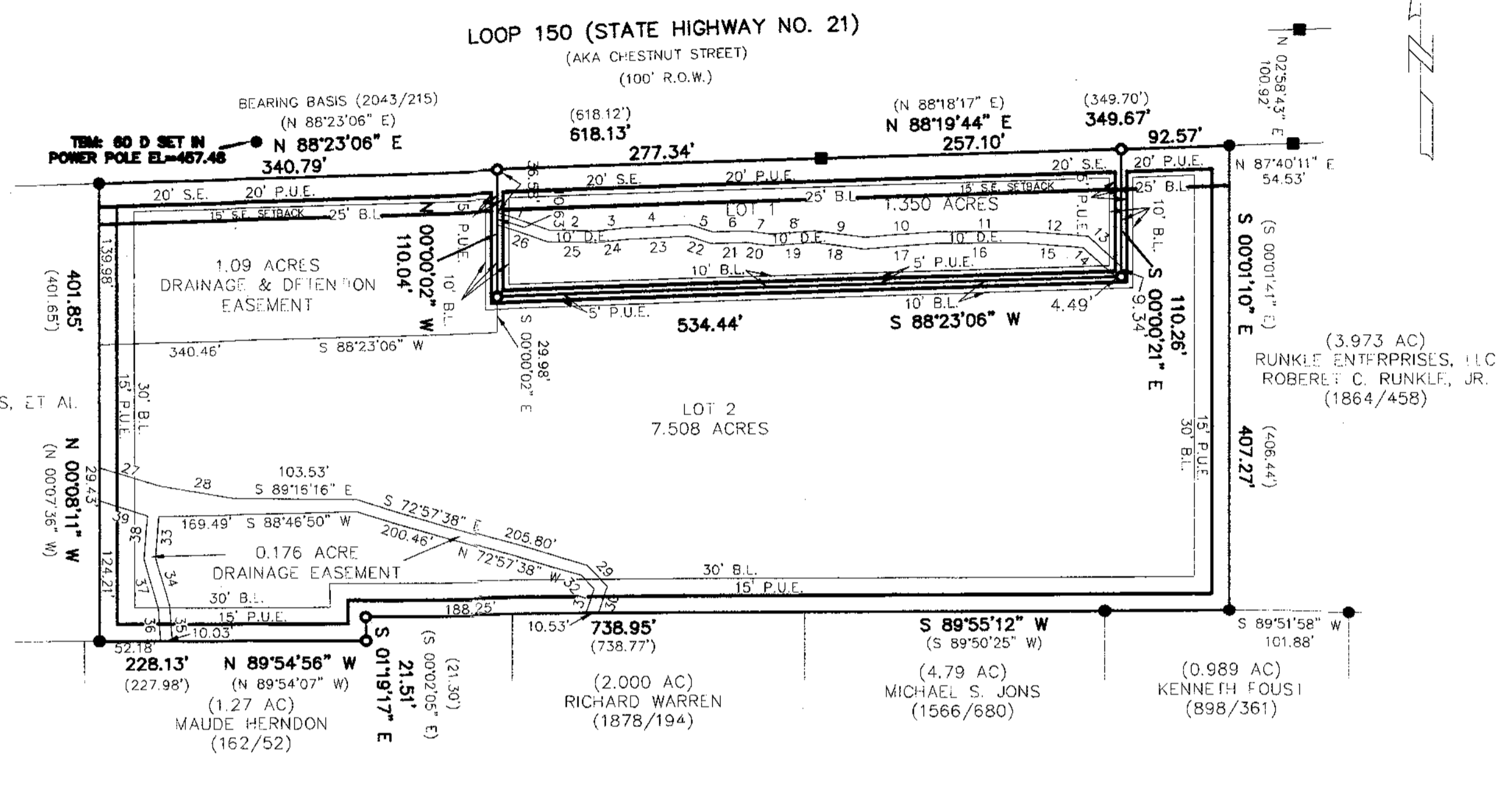
By

FINAL PLAT PINE VISTA COMMERCIAL SUBDIVISION 2401 LOOP 150 BASTROP, TEXAS

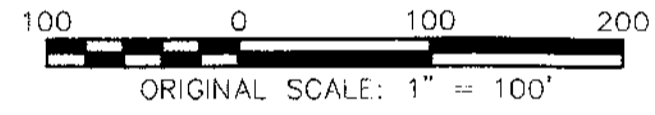


LEGEND

- IRON ROD SET
- IRON ROD FOUND
- IRON PIPE FOUND
- MONUMENT FOUND
- POWER POLE
- BUILDING LINE
- PUBLIC UTILITY EASEMENT
- SIDEWALK EASEMENT
- DRAINAGE EASEMENT
- RECORD DATA



NO.	DIRECTION	DISTANCE	NO.	DIRECTION	DISTANCE
1	S 70°09'03" E	47.66'	14	N 47°20'21" W	38.03'
2	S 88°42'31" E	39.85'	15	N 85°29'56" W	52.49'
3	N 84°11'31" E	25.67'	16	S 89°45'44" W	72.66'
4	N 87°34'29" E	55.01'	17	S 85°48'00" W	62.92'
5	S 71°47'57" E	20.12'	18	N 82°14'12" W	42.70'
6	N 89°54'37" E	29.92'	19	S 85°56'48" W	38.25'
7	S 82°35'34" E	19.85'	20	N 82°35'34" W	20.11'
8	N 85°56'48" E	38.25'	21	S 88°54'37" W	30.88'
9	S 82°14'12" E	42.68'	22	N 71°47'57" W	20.00'
10	N 89°48'00" E	62.22'	23	S 87°34'29" W	52.89'
11	N 89°45'44" E	73.42'	24	S 84°11'31" W	25.99'
12	S 85°29'56" E	56.37'	25	N 88°42'31" W	42.11'
13	S 47°20'23" E	38.37'	26	N 70°09'03" W	45.68'



OWNER: CAB Bastrop Properties, Inc.
828 Ponderosa Road
Bastrop, Texas 78602

ACREAGE: 8.858 acres

SURVEY: The Bastrop Town Tract

NUMBER OF BLOCKS: One

NUMBER OF LOTS: Two

LINEAR FEET OF NEW STREETS: None

DATE: August 7, 2012

SURVEYOR: Professional Land Surveyors
1515 Chestnut Street
Bastrop, Texas 78602
Phone: (512) 303-0952

ENGINEER: B-Squared Engineering
PO Box 9684
Austin, Texas 78766-9684
Phone: (512) 569-0743
Email: brian.ba@b-squared.com

PERIMETER DESCRIPTION:
8.858 ACRES OF LAND OUT OF THE BASTROP TOWN TRACT, ABSTRACT 11 IN BASTROP COUNTY, TEXAS, COMPRISED OF THAT TRACT CONVEYED AS 8.851 ACRES TO CAB PROPERTIES, INC. PER VOLUME 203, PAGE 215, OFFICIAL RECORDS OF BASTROP COUNTY MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS:

BEING THAT AN IRON ROD FOUND ON THE NORTH-EAST CORNER HEREOF, THE COMMON NORTH CORNER OF SAID 8.851 ACRES AND THAT TRACT CONVEYED AS 1.973 ACRES TO RUNKLE ENTERPRISES, LLC AND ROBERT C. RUNKLE, JR. PER VOLUME 1864, PAGE 458 OF SAID OFFICIAL RECORDS AND A POINT ON THE SOUTH-RIGHT-OF-WAY LINE OF LOOP 150 (STATE HIGHWAY NO. 21, AKA CHESTNUT STREET), FROM WHICH, FOR REFERENCE, THE COMMON WESTERLY CORNER OF SAID BASTROP TOWN TRACT AND THE STEPHEN F. AUSTIN SURVEY, ABS TRACT 2 IN BASTROP COUNTY, SAME BEING ON THE EAST LINE OF THE MODERNA ROUSSEAU SURVEY, ABSTRACT 6 IN BASTROP COUNTY AND BEING WITHIN THE CORNERS OF THE COLORADO RIVER BEARS S 67°23' W, 7970 FEET (AS SCALED FROM BASTROP CENTRAL APPRAISAL DISTRICT AERIAL MAP 10-11).

THENCE S 00°07'10" E, 407.27 FEET TO AN IRON ROD FOUND FOR THE SOUTH-EAST CORNER HEREOF, THE COMMON SOUTH CORNER OF SAID 8.851 ACRES AND SAID 1.973 ACRES AND A POINT ON THE NORTH LINE OF THAT TRACT CONVEYED AS 0.989 ACRES TO KENNETH FOULSI PER VOLUME 886, PAGE 361 OF SAID OFFICIAL RECORDS.

THENCE THE FOLLOWING THREE (3) COURSES ALONG THE SOUTH LINE OF SAID 8.851 ACRES AND THE NORTH LINE OF SAID 0.989 ACRES, THE NORTH LINE OF THAT TRACT CONVEYED AS 4.79 ACRES TO MICHAEL S. JONES PER VOLUME 1566, PAGE 680 OF SAID OFFICIAL RECORDS, THE NORTH LINE OF THAT TRACT CONVEYED AS 2.000 ACRES TO RICHARD WARREN PER VOLUME 1878, PAGE 184 OF SAID OFFICIAL RECORDS AND THE NORTH LINE OF THAT TRACT CONVEYED AS 1.27 ACRES TO MAUDE HERNDON PER VOLUME 162, PAGE 52, DEED RECORDS OF BASTROP COUNTY:

- S 89°56'12" W, 738.95 FEET TO AN IRON ROD SET;
- S 01°19'17" E, 21.51 FEET TO AN IRON ROD SET;
- N 89°54'56" W, 228.13 FEET TO AN IRON ROD FOUND FOR THE SOUTHWEST CORNER HEREOF, THE COMMON SOUTH CORNER OF SAID 8.851 ACRES AND THAT TRACT CONVEYED AS 8.093 ACRES TO WILLIAM RUFUS EVANS, ET AL PER VOLUME 457, PAGE 512 OF SAID OFFICIAL RECORDS.

THENCE N 00°08'11" W, 401.85 FEET TO AN IRON ROD FOUND FOR THE NORTHWEST CORNER HEREOF, THE COMMON NORTH CORNER OF SAID 8.851 ACRES AND SAID 6.093 ACRES AND A POINT ON THE SOUTH LINE OF THAT LOOP 150;

THENCE N 88°23'06" E, (BEARING BASIS FOR THIS SURVEY PER SAID VOLUME 2043, PAGE 215) 618.13 FEET TO A CONCRETE RIGHT-OF-WAY MARKER FOUND AND N 88°19'44" E, 349.57 FEET ALONG THE SOUTH LINE OF SAID LOOP 150 TO THE POINT OF BEGINNING, CONTAINING 8.858 ACRES OF LAND, MORE OR LESS.

TBM: 600 NAIL SET IN POWER POLE 1332.0' INTO THE RIGHT-OF-WAY (NORTH OF THE NORTH LINE) ±135.6 FEET EAST OF THE NORTHWEST CORNER. ELEV = 457.48

LIENHOLDER APPROVAL AND DEDICATION

STATE OF TEXAS
COUNTY OF BASTROP

That Prosperity Bank, Inc., a Texas Corporation, the lien holder of the certain tract 8.858 acre tract of land called Pine Vista Commercial Subdivision, do hereby consent to the subdivision of that certain 8.858 acre tract of land situated in the City of Bastrop, Bastrop County, Texas, and do further hereby join, approve, and consent to the dedication to the public forever the use of the easements and all other lands intended for public dedication as shown hereon.

Josiah Harkins, Sr.
Josiah Harkins, Sr. Vice President
Prosperity Bank-Bastrop

OWNER APPROVAL AND DEDICATION

STATE OF TEXAS
COUNTY OF BASTROP

THAT, CAB BASTROP PROPERTIES, INC., OWNER OF THE PROPERTY DESCRIBED IN VOLUME 203 PAGE 215 OFFICIAL RECORDS OF BASTROP COUNTY, TEXAS, DO HEREBY JOIN, APPROVE, AND CONSENT TO THE PLAT REQUIREMENT HEREON. THE UNDERSIGNED PARTIES HEREBY CONSENT TO THE RECDATION OF THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ANY EASEMENTS OR RESTRICTIONS SHOWN HEREON. THIS PLAT IS TO BE KNOWN AS "PINE VISTA COMMERCIAL SUBDIVISION" AND HEREBY DEDICATED TO THE PUBLIC THE EASEMENTS SHOWN HEREON.

Amy M. Bruders
Amy M. Bruders, President
CAB Bastrop Properties, Inc.
828 Ponderosa Road
Bastrop, Texas 78602

I, C. RICHARD RALPH, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF BASTROP, TEXAS.

AS SURVEYED BY:
PROFESSIONAL LAND SURVEYORS
1515 CHESTNUT STREET
BASTROP, TEXAS 78602

C. Richard Ralph
11-10-12

C. RICHARD RALPH
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4758

Before me, the undersigned authority, on this day personally appeared *Josiah Harkins, Sr.* the person whose name is subscribed to the foregoing instrument. It has been acknowledged to me that the party executed the foregoing instrument, acting as the Property Owner of the property described hereon.

Christina Hanson 11-19-12
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Date

Christina Hanson PRINTED NAME OF NOTARY AND STAMP
MAY 4, 2013 DATE NOTARY COMMISSION EXPIRES

STATE OF TEXAS
COUNTY OF BASTROP

Before me, the undersigned authority, on this day personally appeared *Amy M. Bruders* the person whose name is subscribed to the foregoing instrument. It has been acknowledged to me that the party executed the foregoing instrument, acting as the Property Owner of the property described hereon.

Lara Carmack 12-4-2012
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS Date

Lara Carmack PRINTED NAME OF NOTARY AND STAMP
4-17-2012 DATE NOTARY COMMISSION EXPIRES

I, BRIAN BAIRD, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS COMPLETE, ACCURATE, AND IN COMPLIANCE WITH CITY OF BASTROP REGULATIONS AND SPECIFICATIONS.

Brian R. Baird, PE
BRIAN BAIRD, PE
REGISTERED PROFESSIONAL ENGINEER NO. 91685
B-SQUARED ENGINEERING
FIRM REGISTRATION NO. 11934
P.O. BOX 9684
AUSTIN, TEXAS 78766-9684
(512) 569-0743

CITY OF BASTROP APPROVAL
APPROVED THIS DAY 33rd of Oct, 2012 BY THE CITY COUNCIL OF BASTROP, TEXAS

Terry Orr 10-23-2012
MAYOR, TERRY ORR Date

ATTEST:
Teresa Valdez 10-23-2012
CITY SECRETARY, TERESA VALDEZ Date

TXDOT DRIVEWAY NOTE:
Driveway permits were issued by the Texas Department of Transportation for two (2) driveway aprons to be constructed in the Loop 150 ROW. The Driveway Permit numbers are 001-11-32988-DP for the east driveway and 001-11-32987-DP for the west driveway.

JOINT USE EASEMENT:
By this Plat, Lot 1 is designated a Joint Use Access Easement to be owned and maintained by the owners of Lot 2, their heirs or assigns. The purpose of this easement is to provide access to Lot 2 and any future resubdivisions of that lot.

SIDEWALK EASEMENT:
By this Plat, a 15-foot sidewalk easement abutting the Loop 150 ROW line and extending the entire length of the property is allocated to for pedestrian travel.

DRAINAGE AND DETENTION EASEMENTS:
By this Plat the following easements are hereby dedicated to be owned and maintained by the owners of Lot 2, their heirs or assigns. The purpose for these easements is to provide safe conveyance and detention of stormwater. The exact dimensions for these easements are determined by the bearings and distances reflected on the plat.
a. A 10-foot wide, 550-foot long Drainage Easement crossing Lot 1
b. A varying width, approximately 590-foot long Drainage Easement at the southwest corner of Lot 2
c. A 340-foot by 140-foot wide Drainage and Detention Easement at the northwest corner of Lot 2

- City of Bastrop Standard Plat Notes:
- Erosion and sedimentation controls constructed in accordance with the Subdivision Ordinance of the City of Bastrop are required for all construction on each lot, including single family and duplex construction.
 - Fiscal surety for subdivision construction, in a form acceptable to the City of Bastrop, shall be provided prior to plat approval by the City.
 - The owner of this subdivision, and his or her successors and assigns, assumes sole responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Bastrop. The owner understands and acknowledges that plat vacation or re-platting may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements.
 - By approving this plat, the City of Bastrop assumes no obligation to construct any infrastructure in connection with this subdivision. Any subdivision infrastructure required for the development of the lots in this subdivision is the sole responsibility of the developer and/or the owners of the lots. Failure to construct any required infrastructure to City standards may be just cause for the City to deny applications for certain development permits including building permits, site plan approvals and/or certificates of occupancy.
 - Building setbacks not shown shall be in accordance with City of Bastrop Subdivision and Zoning Ordinances. The subdivision is currently zoned Commercial 1 (C-1).
 - No lot or structure shall be occupied prior to the Applicant submitting to the City of Bastrop documentation of subdivision/site registration with the Texas Department of Licensing and Regulations (TDLR) and provide documentation of review and compliance of the subdivision construction plans with Texas Architectural Barriers Act (TABA).
 - Electric service is provided by the Bastrop Power and Light.
 - Gas service is provided by the Center Point Energy.
 - Cable service is provided by the Time-Warner.
 - All utilities will be underground.
 - The impact fees for this subdivision shall be based on Ordinance 2011-13 and shall be paid prior to building permit issuance.
 - Wastewater and Water systems shall conform to TCEQ (Texas Commission on Environmental Quality).
 - Developer/Owner shall be solely responsible for all relocation and modifications to existing utilities.
 - FLOOD WARNING: The degree of flood protection required by the City of Bastrop Flood Damage Prevention Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and those heights may be increased by man-made or natural causes. Acceptance of this plat by the City Council does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. Nor shall acceptance of this plat create liability on the part of the City of Bastrop or any official or employee thereof for any flood damages that result from reliance on the information contained within this plat or any administration decision lawfully made hereunder.
 - The Finished Floor Elevation noted within each lot represents the base flood elevation plus a two-foot freeboard as required by the City of Bastrop Flood Damage Prevention Ordinance.
 - The developer, builder, seller, or agent shall inform, in writing, each buyer of subdivision lots or property located within flood hazard areas that such property is an identified flood hazard area and that a Certificate of Compliance will be required to be submitted to the City of Bastrop Building Inspector prior to the issuance of a certificate of occupancy of a structure.
 - All easements of record as indicated on the most recent title run (dated January 7, 2011, conducted by Alamo Title Company) for this property are shown on this Plat.
 - Temporary and permanent easements to be provided, as required at the City's sole discretion for off-site water, wastewater and drainage improvements.
 - Property owner shall provide for access to all easements as may be necessary and shall not prohibit access by governmental authorities.
 - Upon completion of construction and installation of the Electric Facilities on the Property the developer/owner shall have the Permanent Utility Easement Area (25 foot easement, to include a 10 foot buffer around all non-opening sides and a 20 foot buffer around opening sides of equipment) surveyed by metes and bounds, at its sole cost and expense, and a copy of that Permanent Easement Survey provided to BPAK for the granting and recording of a Permanent Public Utility Easement. The Blanket Temporary Access and Construction Easement shall be vacated at such time as BPAK accepts and records the Permanent Public Utility Easement.
 - The electric utility has the right to prune and/or remove trees, shrubbery vegetation and other obstructions to the extent necessary to keep the easements clear. The owner/developer of this subdivision/lot shall provide the City of Bastrop electric utility department with any access required, in addition to those indicated, for the installation and ongoing maintenance of overhead and underground electric facilities.
 - This project is located within the "Known and Potential" Habitat area of the endangered Houston toad, determined by the U.S. Fish and Wildlife Service. As authorized under Bastrop County's Federal Fish and Wildlife Endangered Species Incidental Take Permit Number TE-13500-0, property owners should contact the Lost Pines Habitat Conservation Plan (LPHCP) Administrator at the Bastrop County Development Services Department prior to any development activity.
 - The joint use driveway(s) to be constructed in Lot 1 on this plat will provide joint access from SH 21 to Lots 1 and 2.
 - Sidewalks shall be constructed in accordance with the Subdivision Ordinance of the City of Bastrop.

GENERAL NOTES:

- The Benchmark used for vertical control is: TBM: 600 SPIKE IN POWER POLE ELEVATION = 457.48
- This Plat conforms to the Preliminary Plat approved by the City Council on JUNE 12, 2012
- All subdivision permits shall conform to the City of Bastrop Code of Ordinances, construction standards, and generally accepted engineering practices.
- Construction Plans and Specifications for all subdivision improvements shall be reviewed and accepted by the City of Bastrop prior to any construction within the subdivision.
- Prior to construction of any improvements on lots in this subdivision, building permits will be obtained from the City of Bastrop.
- Site Development Construction Plans shall be reviewed and accepted by the City of Bastrop prior to any multi-family or non-residential construction.
- Water and wastewater service provided by the CITY OF BASTROP.
- Electric service provided by BASTROP POWER AND LIGHT.
- No lot in this subdivision shall be occupied until connected to the approved water distribution and wastewater collection facilities.
- THE SUBJECT PROPERTY IS LOCATED IN ZONE X AND IS NOT WITHIN THE 0.2% ANNUAL CHANCE FLOODPLAIN FLOOD INSURANCE RATE MAP (FIRM).
- On-site storm water detention facilities will be provided to reduce post-development peak rates of discharge of the 5, 10, 25, 50 and 100-year storm events.
- A 20-foot Public Utility Easement (P.U.E.) is dedicated abutting the Loop 150 ROW and a 15-foot P.U.E. is dedicated abutting side and rear boundary lines of the 8.858 acre subdivision. Both Lot 1 and Lot 2 have a 5-foot P.U.E. abutting shared lot lines.
- No buildings, fences, landscaping or other structures are permitted within drainage easements shown, except as approved by the City of Bastrop.
- The Owners of Lot 1 or their assigns shall be responsible for operation and maintenance of shared access driveway and of shared drainage infrastructure.
- The owner shall be responsible for installation of temporary erosion control, revegetation and tree protection for utility work required to provide electric service to this project.
- All signs shall comply with the Bastrop Sign Ordinance.
- This property is subject to the conditions and restrictions granted under a Blanket Temporary Access and Construction Easement, Document # _____ as recorded with the Bastrop County Clerk.

COUNTY OF BASTROP

I, Rose Pietsch, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that on the 20th day of October, 2012, A.D., the Commissioners Court of Bastrop County, Texas, passed an order authorizing the filing for record of this plat and that said order has been entered into the minutes of said court in Book _____ Page _____

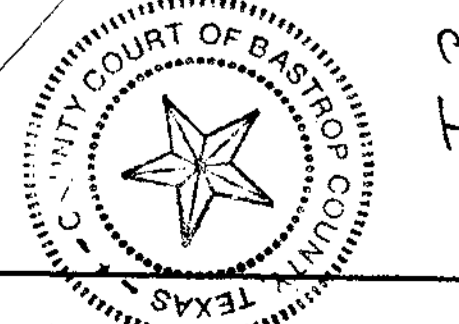
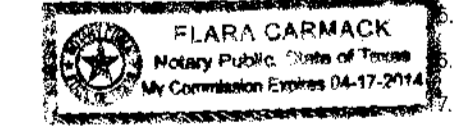
Witness my hand and seal of office of the County Court of Bastrop County, Texas, this 20th day of _____, 2012, A.D.

Rose Pietsch
Rose Pietsch
County Clerk
Bastrop County, Texas

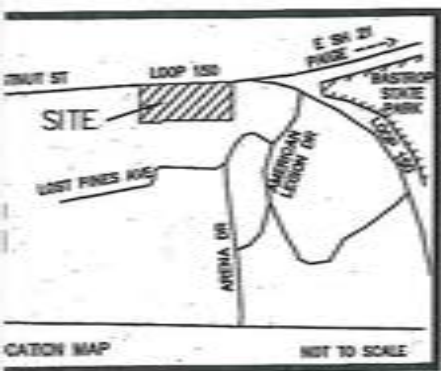
I, Rose Pietsch, County Clerk in and for the county and state aforesaid, do hereby certify that the foregoing instrument of writing with the certificate of Authentication, was filed for record in my office on the 11th day of December, 2012 A.D., at 11:05 o'clock a.m. Rose Pietsch, County Clerk

PROFESSIONAL LAND SURVEYORS
1515 CHESTNUT STREET
BASTROP, TEXAS 78602

B-SQUARED ENGINEERING

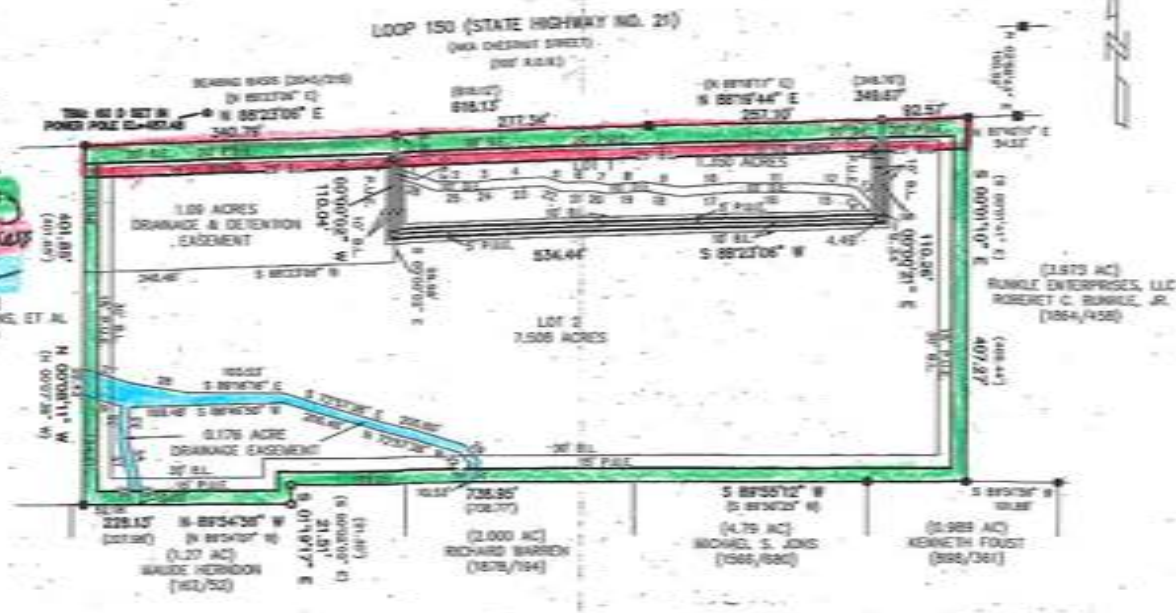


FINAL PLAT PINE VISTA COMMERCIAL SUBDIVISION 2401 LOOP 150 BASTROP, TEXAS



LEGEND

- IRON ROD SET
- IRON ROD FOUND
- IRON PIPE FOUND
- MONUMENT FOUND
- POWER POLE
- BUILDING LINE
- PUBLIC UTILITY EASEMENT
- SEWER EASEMENT
- DRAINAGE EASEMENT
- RECORD DATA



DRAINAGE EASEMENT DIMENSION LINE TABLE

NO.	DIRECTION	DISTANCE	NO.	DIRECTION	DISTANCE	NO.	DIRECTION	DISTANCE
1	S 89°22'00" E	47.86	14	N 89°22'00" W	38.62	27	S 72°11'17" E	34.87
2	S 89°22'00" E	38.62	15	N 89°22'00" W	38.62	28	S 89°22'00" E	38.62
3	N 89°22'00" W	38.62	16	S 89°22'00" E	38.62	29	S 42°28'30" E	38.62
4	N 89°22'00" W	38.62	17	S 89°22'00" E	38.62	30	S 89°22'00" E	38.62
5	S 89°22'00" E	38.62	18	N 89°22'00" W	38.62	31	S 89°22'00" E	38.62
6	S 89°22'00" E	38.62	19	N 89°22'00" W	38.62	32	S 89°22'00" E	38.62
7	S 89°22'00" E	38.62	20	N 89°22'00" W	38.62	33	S 89°22'00" E	38.62
8	S 89°22'00" E	38.62	21	N 89°22'00" W	38.62	34	S 89°22'00" E	38.62
9	S 89°22'00" E	38.62	22	N 89°22'00" W	38.62	35	S 89°22'00" E	38.62
10	S 89°22'00" E	38.62	23	N 89°22'00" W	38.62	36	S 89°22'00" E	38.62
11	S 89°22'00" E	38.62	24	N 89°22'00" W	38.62	37	S 89°22'00" E	38.62
12	S 89°22'00" E	38.62	25	N 89°22'00" W	38.62	38	S 89°22'00" E	38.62
13	S 89°22'00" E	38.62	26	N 89°22'00" W	38.62	39	S 89°22'00" E	38.62

TRUCK DRIVEWAY NOTE:
Driveway permits were issued by the Texas Department of Transportation for two (2) driveway aprons to be constructed in the Loop 150 EOE. The Driveway Permit numbers are 301-11-2088-07 for the east driveway and 301-11-2087-07 for the west driveway.

JOINT USE ACCESS EASEMENT:
By this Plat, Lot 1 is designated a Joint Use Access Easement to be owned and maintained by the owners of Lot 2, their heirs or assigns. The purpose of this easement is to provide access to Lot 2 and any future redevelopments of that lot.

SEWER EASEMENT:
By this Plat, a 12-foot sewer easement abutting the Loop 150 EOE line and extending the entire length of the property is dedicated to the City for public use.

DRAINAGE AND DETENTION EASEMENTS:
By this Plat, the following easements are hereby dedicated to be owned and maintained by the owners of Lot 2, their heirs or assigns. The purpose for these easements is to provide safe conveyance and detention of stormwater. The exact dimensions for these easements are determined by the bearings and distances reflected on the plat.
a. A 10-foot wide, 200-foot long Drainage Easement, crossing Lot 1.
b. A 4-foot wide, approximately 550-foot long Drainage Easement at the southeast corner of Lot 2.
c. A 240-foot by 140-foot wide Drainage and Detention Easement at the northeast corner of Lot 2.

DE: Old Bastrop Properties, Inc.
828 Ponderosa Road
Bastrop, Texas 78002

AC: 8.500 acres

TO: The Bastrop Town Trust

BY: One

IN: Yes

DATE: August 7, 2012

PREPARED BY: Professional Land Surveyors
1015 Chestnut Street
Bastrop, Texas 78002
Phone: (512) 335-3032

RECORDING: B-Openly Righteously
PO Box 899
Austin, Texas 78768-8994
Phone: (512) 388-0743
Email: brl@brl.com

- City of Bastrop, Bastrop Plat Notes:
- Grades and subdivision controls constructed in accordance with the Subdivision Ordinance of the City of Bastrop are required for all construction on each lot, including single family and duplex construction.
 - Final survey for subdivision construction, in a form acceptable to the City of Bastrop, shall be provided prior to plat approval by the City.
 - The owner of this subdivision, and his or her successors and assigns, assumes sole responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Bastrop. The owner understands and acknowledges that plat creation or re-plating may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements.
 - By approving this plat, the City of Bastrop assumes no obligation to construct any infrastructure in connection with this subdivision. Any subdivision infrastructure required for the development of the lots in this subdivision is the sole responsibility of the developer and/or the owners of the lots. Failure to construct any required infrastructure for City standards may be just cause for the City to deny applications for certain development permits including building permits, site plan approvals and/or certificates of occupancy.
 - Building setbacks and other rules shall be in accordance with City of Bastrop Subdivision and Zoning Ordinances. The subdivision is currently zoned Commercial 1 (C-1).
 - No lot or structure shall be occupied prior to the Applicant submitting to the City of Bastrop documentation of subdivision/site registration with the Texas Department of Licensing and Regulation (TDLR) and provide documentation of review and compliance of the subdivision construction plans with Texas Architectural Barriers Act (1984).
 - Electric service is provided by the Bastrop Power and Light.
 - Gas service is provided by the Center Point Energy.
 - Cable service is provided by the Time-Warner.
 - All utilities will be underground.
 - The Impact Fees for this subdivision shall be based on Ordinance 2011-13 and shall be paid prior to building permit issuance.
 - Stormwater and Water systems shall conform to TCEQ (Texas Commission on Environmental Quality).
 - Developer/Owner shall be solely responsible for all education and notification to existing utilities.
 - UTILITY WARNING: The degree of flood protection required by the City of Bastrop Flood Damage Prevention Ordinance is sufficient, reasonable for regulatory purposes and is based on scientific and engineering considerations. In any occasion, greater flood risk can and will occur and flood heights may be increased by man-made or natural causes. Acceptance of this plat by the City Council does not imply that land outside the area of special flood hazard or zones permitted within such areas will be free from flooding or flood damages. No state acceptance of this plat creates liability on the part of the City of Bastrop or any official or employee thereof for any flood damages that result from reliance on the information contained within this plat or any administrative decision hereby made hereunder.
 - The Flooded Area Elevation within each lot represents the base flood elevation plus a two-foot freeboard as required by the City of Bastrop Flood Damage Prevention Ordinance.
 - The developer, builder, seller, or agent and others, in writing, each buyer of subdivision lots or property located within flood hazard areas that such property is in a flood hazard area and that a Certificate of Compliance will be required to be submitted to the City of Bastrop Building Inspector prior to the issuance of a certificate of occupancy of a structure.
 - All easements of record as indicated on the plat record the date (within January 1, 2011, conducted by Name Title Company) for this property are shown on this Plat.
 - Temporary and permanent easements to be provided, or required by the City of Bastrop, shall be shown for all-site water, wastewater and drainage improvements.
 - Property owner shall provide for access to all easements as may be necessary and shall not prohibit access by governmental authorities.
 - Upon completion of construction and installation of the Electric Facilities on the Property the developer/owner shall have the Permanent Utility Easement Area (20 foot easement), to include a 10 foot buffer around of non-energized wires and a 20 foot buffer around energized wires of equipment) per meter and boards, at its sole cost and expense, and a copy of that Permanent Easement Survey provided to SPM, for the granting and recording of a Permanent Public Utility Easement. The Subdivision Temporary Access and Construction Easement shall be recorded at such time as SPM accepts and records the Permanent Public Utility Easement.
 - The electric utility has the right to prune and/or remove trees, shrubbery vegetation and other obstructions to the extent necessary to keep the easements clear. The owner/developer of this subdivision/plat shall provide the City of Bastrop electric utility department with any access required, in addition to those indicated, for the installation and ongoing maintenance of overhead and underground electric facilities.
 - This project is located within the "Toxics and Pesticides Hazardous Waste Area of the reorganized Houston local, determined by the U.S. Fish and Wildlife Service. An authorized under Bastrop County's Federal Fish and Wildlife Endangered Species Act Permit Number 12-17282-0, property owners should contact the Lead Field Conservation Plan (LFCP) Administrator at the Bastrop County Development Services Department prior to any development activity.
 - The plat was prepared to be constructed in Lot 1 on this plat will provide 50% access from 24 to 25 to Lots 1 and 2.
 - Stewards shall be constructed in accordance with the Subdivision Ordinance of the City of Bastrop.

LEASHOLDER APPROVAL AND DEDICATION

STATE OF TEXAS
COUNTY OF BASTROP

I, James Harkin, President of Old Bastrop Properties, Inc., a Texas Corporation, the flat holder of the certain tract, 8.500 acre tract of land called Pine Vista Commercial Subdivision, do hereby consent to the subdivision of that certain 8.500 acre tract of land situated in the City of Bastrop, Bastrop County, Texas, and do further hereby join, approve, and consent to the dedication to the public forever the use of the easements and of other lands intended for public dedication as shown herein.

James Harkin
James Harkin, Sr. Vice President
Old Bastrop Properties, Inc.

OWNER APPROVAL AND DEDICATION

STATE OF TEXAS
COUNTY OF BASTROP

I, Old Bastrop Properties, Inc., owner of the property described in Volume 230 Page 210 Official Records of Bastrop County, Texas, do hereby join, approve, and consent to the plat hereunder. THE UNDERSIGNED HEREBY HEREBY CONSENT TO THE REVISION OF THIS PLAT AND HEREBY TO THE PUBLIC FOREVER ANY EASEMENTS OR RESTRICTIONS SHOWN HEREON. THIS PLAT IS TO BE KNOWN AS THE "PINE VISTA COMMERCIAL SUBDIVISION" AND HEREBY DEDICATED TO THE PUBLIC THE EASEMENTS SHOWN HEREON.

Old Bastrop Properties, Inc.
828 Ponderosa Road
Bastrop, Texas 78002

Before me, the undersigned authority, on this day personally appeared James Harkin, the person whose name is subscribed to the foregoing instrument, it has been acknowledged to me that the party executed the foregoing instrument, acting as the Property Owner of the property described herein.

James Harkin
Notary Public in and for the State of Texas
Date: 11-9-12

Before me, the undersigned authority, on this day personally appeared James Harkin, the person whose name is subscribed to the foregoing instrument, it has been acknowledged to me that the party executed the foregoing instrument, acting as the Property Owner of the property described herein.

James Harkin
Notary Public in and for the State of Texas
Date: 11-9-12

STATE OF TEXAS
COUNTY OF BASTROP

Brian Baird, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS COMPLETE, ACCURATE, AND IN COMPLIANCE WITH CITY OF BASTROP REGULATIONS AND SPECIFICATIONS.

Brian Baird, PE
REGISTERED PROFESSIONAL ENGINEER NO. 51948
B-SURVEYING ENGINEERING
EXPIRES REGISTRATION NO. 11/30/13

CITY OF BASTROP APPROVAL

APPROVED THIS DAY 21st of October, 2012 BY THE CITY COUNCIL OF BASTROP, TEXAS.

Mayor
Mayor, City of Bastrop
Date: 10-23-2012

GENERAL NOTES:

- The Subdivision was filed under the name of Old Bastrop Properties, Inc.
- No plat will be returned to the City of Bastrop until approved by the City Council on June 12, 2012.
- All subdivision plat shall conform to the City of Bastrop Code of Ordinances, construction standards, and generally accepted engineering practices.
- Construction Plans and Specifications for all subdivision improvements shall be reviewed and accepted by the City of Bastrop prior to any construction within the subdivision.
- Plat is constructed of my improvements on lots in this subdivision, building permits will be obtained from the City of Bastrop.
- Site Development Construction Plans shall be reviewed and accepted by the City of Bastrop prior to any construction on any individual structure.
- Site and exterior utility plans shall be filed with the City of Bastrop.
- Electric service provided by Bastrop Power and Light.
- In lot 1, the subdivision will be occupied with construction to the approved water distribution and wastewater collection facilities.
- No other property is located in Zone 1 and is not within the 100-year flood plain.
- 30-foot storm water detention facilities will be provided to reduce post-developed peak rates of discharge of the 1, 2, 10, 25, 50 and 100-year storm events.
- A 20-foot wide Utility Easement (UE) is dedicated abutting the Loop 150 EOE and a 10-foot UE is dedicated abutting 240 and 241 and 242 and 243 and 244 and 245 and 246 and 247 and 248 and 249 and 250 and 251 and 252 and 253 and 254 and 255 and 256 and 257 and 258 and 259 and 260 and 261 and 262 and 263 and 264 and 265 and 266 and 267 and 268 and 269 and 270 and 271 and 272 and 273 and 274 and 275 and 276 and 277 and 278 and 279 and 280 and 281 and 282 and 283 and 284 and 285 and 286 and 287 and 288 and 289 and 290 and 291 and 292 and 293 and 294 and 295 and 296 and 297 and 298 and 299 and 300 and 301 and 302 and 303 and 304 and 305 and 306 and 307 and 308 and 309 and 310 and 311 and 312 and 313 and 314 and 315 and 316 and 317 and 318 and 319 and 320 and 321 and 322 and 323 and 324 and 325 and 326 and 327 and 328 and 329 and 330 and 331 and 332 and 333 and 334 and 335 and 336 and 337 and 338 and 339 and 340 and 341 and 342 and 343 and 344 and 345 and 346 and 347 and 348 and 349 and 350 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and 601 and 602 and 603 and 604 and 605 and 606 and 607 and 608 and 609 and 610 and 611 and 612 and 613 and 614 and 615 and 616 and 617 and 618 and 619 and 620 and 621 and 622 and 623 and 624 and 625 and 626 and 627 and 628 and 629 and 630 and 631 and 632 and 633 and 634 and 635 and 636 and 637 and 638 and 639 and 640 and 641 and 642 and 643 and 644 and 645 and 646 and 647 and 648 and 649 and 650 and 651 and 652 and 653 and 654 and 655 and 656 and 657 and 658 and 659 and 660 and 661 and 662 and 663 and 664 and 665 and 666 and 667 and 668 and 669 and 670 and 671 and 672 and 673 and 674 and 675 and 676 and 677 and 678 and 679 and 680 and 681 and 682 and 683 and 684 and 685 and 686 and 687 and 688 and 689 and 690 and 691 and 692 and 693 and 694 and 695 and 696 and 697 and 698 and 699 and 700 and 701 and 702 and 703 and 704 and 705 and 706 and 707 and 708 and 709 and 710 and 711 and 712 and 713 and 714 and 715 and 716 and 717 and 718 and 719 and 720 and 721 and 722 and 723 and 724 and 725 and 726 and 727 and 728 and 729 and 730 and 731 and 732 and 733 and 734 and 735 and 736 and 737 and 738 and 739 and 740 and 741 and 742 and 743 and 744 and 745 and 746 and 747 and 748 and 749 and 750 and 751 and 752 and 753 and 754 and 755 and 756 and 757 and 758 and 759 and 760 and 761 and 762 and 763 and 764 and 765 and 766 and 767 and 768 and 769 and 770 and 771 and 772 and 773 and 774 and 775 and 776 and 777 and 778 and 779 and 780 and 781 and 782 and 783 and 784 and 785 and 786 and 787 and 788 and 789 and 790 and 791 and 792 and 793 and 794 and 795 and 796 and 797 and 798 and 799 and 800 and 801 and 802 and 803 and 804 and 805 and 806 and 807 and 808 and 809 and 810 and 811 and 812 and 813 and 814 and 815 and 816 and 817 and 818 and 819 and 820 and 821 and 822 and 823 and 824 and 825 and 826 and 827 and 828 and 829 and 830 and 831 and 832 and 833 and 834 and 835 and 836 and 837 and 838 and 839 and 840 and 841 and 842 and 843 and 844 and 845 and 846 and 847 and 848 and 849 and 850 and 851 and 852 and 853 and 854 and 855 and 856 and 857 and 858 and 859 and 860 and 861 and 862 and 863 and 864 and 865 and 866 and 867 and 868 and 869 and 870 and 871 and 872 and 873 and 874 and 875 and 876 and 877 and 878 and 879 and 880 and 881 and 882 and 883 and 884 and 885 and 886 and 887 and 888 and 889 and 890 and 891 and 892 and 893 and 894 and 895 and 896 and 897 and 898 and 899 and 900 and 901 and 902 and 903 and 904 and 905 and 906 and 907 and 908 and 909 and 910 and 911 and 912 and 913 and 914 and 915 and 916 and 917 and 918 and 919 and 920 and 921 and 922 and 923 and 924 and 925 and 926 and 927 and 928 and 929 and 930 and 931 and 932 and 933 and 934 and 935 and 936 and 937 and 938 and 939 and 940 and 941 and 942 and 943 and 944 and 945 and 946 and 947 and 948 and 949 and 950 and 951 and 952 and 953 and 954 and 955 and 956 and 957 and 958 and 959 and 960 and 961 and 962 and 963 and 964 and 965 and 966 and 967 and 968 and 969 and 970 and 971 and 972 and 973 and 974 and 975 and 976 and 977 and 978 and 979 and 980 and 981 and 982 and 983 and 984 and 985 and 986 and 987 and 988 and 989 and 990 and 991 and 992 and 993 and 994 and 995 and 996 and 997 and 998 and 999 and 1000.
- The owner shall be responsible for installation of temporary water control, vegetation and tree protection for utility work required to provide electric service to this project.
- All signs shall comply with the Bastrop City Ordinance.
- This property is subject to the conditions and restrictions stated under a Subdivision Temporary Access and Construction Easement, recorded in Volume 230 Page 210 of the Official Records of Bastrop County, Texas.

COUNTY OF BASTROP

I, Rose Pietzsch, Clerk of the County Court in and for the County and State aforesaid, do hereby certify that on the 20th day of October, 2012, the Commissioners Court of Bastrop County, Texas, passed an order authorizing the filing for record of this plat and that said order has been entered into the minutes of said Court in Book Page 115.

Witness my hand and seal of office of the County Court of Bastrop County, Texas, this day of October, 2012, A.D.

Rose Pietzsch
Clerk of the County Court of Bastrop County, Texas

Rose Pietzsch, Deputy
 Rose Pietzsch, County Clerk
 I, Rose Pietzsch, County Clerk in court and for the county and state aforesaid, do hereby certify that the foregoing instrument of this plat was filed for record in my office on the 11th day of December, 2012 A.D., at 11:15 o'clock A.M. and recorded on the 11th day of December, 2012 A.D., at 11:15 o'clock A.M. in the 115th record of said County in Volume 115, Page 115-B.



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 9J

TITLE:

Consider action to approve Resolution No. R-2017-67 of the City Council of the City of Bastrop, Texas confirming board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

BACKGROUND/HIS TORY:

Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council.

POLICY EXPLANATION:

Mayor Connie Schroeder has reviewed all applications and has made appointments to various City boards and commissions. In an effort to be open and transparent, Mayor Schroeder has prepared a detailed memorandum outlining her appointments. The memorandum is attached as Exhibit A to the Resolution seeking confirmation of Council as required by the Charter.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2017-67 of the City Council of the City of Bastrop, Texas confirming board appointments of the Mayor, as required in Section 3.08 of the City's Charter, as outlined in Exhibit A; and establishing an effective date.

ATTACHMENTS :

- Resolution
- Memo

RESOLUTION NO. R-2017-67

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
CONFIRMING BOARD APPOINTMENTS OF THE MAYOR, AS REQUIRED IN
SECTION 3.08 OF THE CITY'S CHARTER, AS OUTLINED IN EXHIBIT A; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Section 3.08, Mayor and Mayor Pro Tem, of the City Charter states that the Mayor shall appoint members to all City boards and commissions, subject to confirmation by the City Council; and

WHEREAS, Mayor Connie Schroeder has reviewed applications to the City's boards and commissions and has made appointments to the boards as outlined in Exhibit A; and

WHEREAS, City Council must confirm these appointments as required by the City Charter.

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

Section 1: That Mayor Connie Schroeder appointed the following members to the boards:

Bastrop Art in Public Places (Term ends 2019)

Place 2: Glenda Dayton (Downtown) Served on Steering Committee for Lost Pines Art Guild.

Historic Landmark Commission (Term ends 2019)

Place 5: Lisa Patterson (Downtown) Nominated by Planning & Zoning Commission in 2016.

Section 2: That the City Council of the City of Bastrop confirms Mayor Schroeder's appointments to the boards as outlined in Exhibit A.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 8th day of August, 2017.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



MEMORANDUM

To: Honorable Council Members
From: Mayor Connie Schroeder
Date: August 8, 2017
RE: Board Appointments

I am pleased to make two (2) additional Board appointments for 2017. City Council, Staff, and Boards together all play a vital role in order for the City to operate and set the future. I am pleased to have received your unanimous consent on the prior 42 appointments.

Earlier, I shared my intent to have individuals serve on only one Board, except in the case where a Board's bylaws specifically require representation by a member of another Board. This policy has increased citizen participation and increased our Boards ability to reflect the community.

As a reminder, I set guidelines for reviewing applications:

- Maximize the number of citizen voices to be heard and limit service to one Board.
- Enhance diversification on the Boards (inclusive of geography, gender, age and race) to more closely reflect the community it represents.
- Confirm purpose and scope of each Board.
- Focus on the skills and knowledge needed to most effectively fulfill each Board's mission.
- Relieve citizens of serving who have had attendance issues.
- Follow recommendation of Board nominating committee as defined in bylaws.
- Solicit input from Staff Liaison and/or Executive Director of each Board regarding specific skills needed.

Below you will find my appointments, along with my rationale, to each of the Boards:

Bastrop Art in Public Places (Term ends 2019)

Place 2: Glenda Dayton (Downtown) Served on Steering Committee for Lost Pines Art Guild.

Historic Landmark Commission (Term ends 2019)

Place 5: Lisa Patterson (Downtown) Nominated by Planning & Zoning Commission in 2016.

In closing, I respectfully request the City Council confirm the appointments listed as required by Section 3.08 of the City Charter.



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 9K

TITLE:

Consider action to approve Resolution No. R-2017-64 of the City Council of the City of Bastrop, Texas, approving reappointment of Charlotte G. Hinds as Presiding Judge, Bastrop Municipal Court, City of Bastrop; and naming the appointed Judge to a term of three years to run concurrently with the term of the Mayor as stipulated by the City of Bastrop Charter; and establishing an effective date.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

BACKGROUND/HISTORY:

The Judge shall be nominated by the Mayor and appointed by the Council for a term of three (3) years to run concurrently with the term of the office of the Mayor, or for the portion of such unexpired term as may remain at the time of the appointment.

POLICY EXPLANATION:

This resolution, if passed, continues the policy previously set by Article V of the City Charter.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution R 2017-64 approving reappointment of Charlotte G. Hinds as Presiding Judge, Bastrop Municipal Court, City of Bastrop; and naming the appointed Judge to a term of three years to run concurrently with the term of the Mayor as stipulated by the City of Bastrop Charter; and establishing an effective date.

ATTACHMENTS:

- Resolution R-2017-64

RESOLUTION NO. R-2017-32-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING REAPPOINTMENT OF CHARLOTTE G. HINDS AS PRESIDING JUDGE, BASTROP MUNICIPAL COURT, CITY OF BASTROP; AND NAMING THE APPOINTED JUDGE TO A TERM OF THREE YEARS TO RUN CONCURRENTLY WITH THE TERM OF THE MAYOR AS STIPULATED BY THE CITY OF BASTROP CHARTER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, §5.02 of the City of Bastrop Home Rule Charter states, " The Judge(s) shall be nominated by the Mayor and appointed by the Council for a term of three (3) years to run concurrently with the term of the office of the Mayor, or for the portion of such unexpired term as may remain at the time of the appointment"; and

WHEREAS, the City Council of the City of Bastrop, Texas has determined that it is in the best interest of the City of Bastrop and for the orderly operation of the City of Bastrop Municipal Court to reappoint Charlotte G. Hinds as Presiding Municipal Court Judge.

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

Section 1: The City hereby reappoints, under the authority of §5.02 of the City of Bastrop Home Rule Charter, Charlotte G. Hinds to the position of Municipal Court Judge for a term of three years to run concurrently with the Mayor.

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 APPROVED by the City Council of the City of Bastrop, Texas this 8th day of August, 2017.

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 9L

TITLE:

Consider action to approve Resolution No. R-2017-65 of the City Council of the City of Bastrop, Texas awarding a contract for engineering services associated with the water plant and transmission main improvements project to provide potable water from Well Site “J” in the amount of \$455,500 to BEFCO Engineering, Inc.; authorizing the City Manager to execute all necessary documents for the water plant/line improvements project; and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

The City began developing a long-term water supply in 2013. Once the decision was reached by the Bastrop City Council to purchase 6,000 acre feet of water from a nearby development known as XS Ranch, the City began filing the required paper work to receive a permit from the Lost Pines Ground Water Conservation District. After approximately two years of contested case hearing and a ruling from an Administrative Law Judge, the City was issued a permit in October of 2016 to withdraw 2,000 acre feet of water from the Simsboro aquifer at a rate of 1,500 gallons per minute. The well was designed with funds issued from a previous bond issue. If awarded tonight, the completion date of the plant and transmission main is estimated December 31, 2018.

POLICY EXPLANATION:

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

FUNDING SOURCE:

The funds will be paid from the Water/Wastewater Fund.

RECOMMENDATION:

Consider action to approve Resolution R-2017-65 of the City Council of the City of Bastrop, Texas awarding a contract for engineering services associated with the water plant and transmission main improvements project to provide potable water from Well Site “J” in the amount of \$455,500 to BEFCO Engineering, Inc.; authorizing the City Manager to execute all necessary documents for the water plant/line improvements project; and establishing an effective date.

ATTACHMENTS:

- Resolution
- Proposal

RESOLUTION NO. R-2017-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A CONTRACT FOR ENGINEERING SERVICES ASSOCIATED WITH THE DESIGN OF THE WATER PLANT AND TRANSMISSION MAIN IMPROVEMENTS PROJECT TO PROVIDE POTABLE WATER FROM WELL SITE "J" IN THE AMOUNT OF \$455,500 TO BEFCO ENGINEERING, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE WATER PLANT/LINE IMPROVEMENTS PROJECT; 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 approved the proposal for the engineering services associated with the water plant and transmission main improvements necessary to secure an adequate water supply, and maintain the health and safety of our community; and

WHEREAS, The City Council has the steadfastness to ensure a quality water source is developed for future generations; and

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

Section 1: That the City Manager is hereby authorized to execute a contract for the engineering services associated with the water plant and transmission main improvement project to provide potable water from Well Site "J" and all ancillary components in the amount of \$455,500.00.

Section 2: That the City Council of the City of Bastrop has found BEFCO Engineering, Inc. to be a subject matter expert in the field of engineering services.

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

Section 4: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

PASSED AND APPROVED this 8th day of August, 2017.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



BEFCO ENGINEERING, INC.
Consulting Engineering/Land Surveying
P.O. BOX 615 485 NORTH JEFFERSON
LA GRANGE, TEXAS 78945-0615
979 / 968-6474 FAX 979 / 968-3056
www.befcoengineering.com E-mail: office@befcoengineering.com
Texas Registered Engineering Firm F-2011 Texas Licensed Surveying Firm #10001700

June 23, 2017

Ms. Lynda K. Humble
City Manager
City of Bastrop
P.O. Box 427
Bastrop, Texas 78602

RE: City of Bastrop
Water Plant/Line XS Ranch
BEFCO Job No. 16-6794

Dear Lynda:

BEFCO is pleased to submit a proposal for performing engineering services associated with the water plant/line improvements project at XS Ranch for the City of Bastrop. The proposal will include the following services:

A. Scope of Project – XS Ranch Water Plant/Line

- Continue to coordinate all activities with Lost Pines GWCD;
- Survey route from the XS Ranch Plant Site to the existing Willow Plant along County roads and City streets;
- Prepare drawings of route and placement of new water line;
- Prepare XS Ranch water plant site layout for approval;
- Submit plans to TCEQ for approval;
- Select engineering consultants to work under BEFCO's contract for electrical, environmental and other tasks as needed;
- Meet with City staff to discuss any issues (3 meetings);

B Design Activities

- BEFCO to be City of Bastrop's representative at Lost Pines GWCD;
- BEFCO will topo route from XS Ranch Plant Site to the existing Willow Plant;

- BEFCO to prepare plant and line drawings for review;
- All work will utilize State Plane datums for horizontal and vertical control;
- BEFCO will develop plans showing existing topographic features and other improvements from XS Ranch Plant Site to the existing Willow Plant;
- BEFCO will secure Railroad and County road permits;
- BEFCO will meet with staff and other consultants to review the preliminary plans and solicit comments (4 meetings);

C. Pre-Construction Activities

- BEFCO will prepare contract documents with specifications/drawings for soliciting bids for plant and line work – 2 contracts;
- BEFCO will conduct a pre-bid conference for the project for each contract;
- BEFCO will assist in preparation of addendums required for bidding process;
- BEFCO will conduct the bid opening and prepare bid tabulation for recommendation to staff and Bastrop City Council;
- BEFCO will submit to TCEQ, the plans and specifications for the new water plant/line;

D. Construction Activities

- BEFCO will prepare the contract documents for execution by the contractor and City and conduct a pre-construction meeting for each contract;
- BEFCO will conduct periodic monitoring visits and visit with staff regarding construction issues (10 monitoring visits);
- BEFCO will review and approve monthly pay requests from the contractor;
- BEFCO will prepare and process Change Orders;
- BEFCO will perform a walk-through of the project to develop a punch list and beginning of the warranty period;

- BEFCO will finalize the project with the certificate of completion, final bill, and the affidavit that all bills have been paid by the contractor;
- BEFCO will submit to the City a set of record drawings and CD for future use;

E. The following items are not included in this proposal:

- Geotechnical Engineer's borings, testing and reports, if needed.
- Advertising for the project in the official paper.
- Costs associated with Railroad permit fees.
- Costs associated with filter discharge permits.
- Resident Daily Inspection is to be furnished by the City.
- Any outside testing, such as concrete, etc.

F. Basis of Compensation

Compensation for extra services performed in this Proposal shall be based on direct salary cost of personnel, plus reimbursement of direct expenses. Salary cost will be billed at the following rates:

Principal	\$120/hr
Design or Field Engineer	\$110/hr
Registered Public Land Surveyor	\$110/hr
Technician	\$90/hr
Survey Crew	\$90/hr
Three-Man Survey Crew	\$115/hr
Two-Man Survey Crew / Incl. RPLS	\$130/hr
Three-Man Survey Crew / Incl. RPLS	\$145/hr
GPS Equipment	\$35/hr
Robotic Equipment	\$10/hr
Special Services or Expenses	Cost Plus 15%
Clerical	\$50/hr

G. The total cost for the base fee proposal is:

Water Plant/Line at XS Ranch to Willow Plant

Design / Surveying	\$ 355,500.00
Pre-Construction	\$ 20,000.00
Permits	\$ 10,000.00
Construction	\$ 60,000.00
Close Out	\$ 10,000.00
Total	<u>\$ 455,500.00</u>

All additional services and reimbursable expenses incurred will be billed to City of Bastrop for payment.

The total cost for the base fee proposal by BEFCO shall not exceed \$455,500.00, without prior approval. **Reimbursables** will be invoiced in addition to this amount.

All payments are due within 30 days of receipt of invoice at 485 N. Jefferson, La Grange, Texas 78945. City of Bastrop will be billed on a monthly basis. It should be noted that this contract is in addition to the existing XS Ranch water well contract with BEFCO.

H. Estimated Schedule and Project Budget

Estimated Schedule	Phase Time	Total Time
• Survey and Design	6 Months	6 Months
• Agency Approvals & Permitting (TCEQ, Railroad, County, etc.)	2-3 Months	9 Months
• Advertise, Bid & Award	2 Months	11 Months
• Construction	6 Months	17 Months

Additional time may be required if approvals by the City of Bastrop, TCEQ, TWDB, and/or landowners are delayed due to unforeseen circumstances.

As of the date of this Agreement, City of Bastrop's XS Ranch Plant/Line Project budget is **\$ 5,202,450 (\$4,729,500 + 10%)**. City of Bastrop agrees to promptly notify BEFCO if City's schedule or project scope changes due to unforeseen circumstances. City of Bastrop acknowledges that significant changes to the Project schedule, budget or scope may require Additional Services of BEFCO.

I. Client's Responsibilities

City of Bastrop agrees to advise BEFCO of any known or suspected contaminants at the Project site. Soil testing will be performed as needed by an outside consultant hired by the City.

City of Bastrop will obtain and pay for all necessary permit fees from authorities having jurisdiction over the project. BEFCO will assist City of Bastrop with this obligation by completing and submitting appropriate paperwork and forms to governing authorities (County and others).

J. Limited Construction Phase Services

Periodic construction monitoring visits will be provided by the Project Engineer to determine the general progress of the work, but will not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. However, it should be noted that any concerns will be brought to the Contractor.

The City of Bastrop will provide resident inspection of this project. Construction meetings will be held as needed.

K. Indemnification

CITY OF BASTROP AGREES TO INDEMNIFY, DEFEND AND HOLD BEFCO HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, SUITS, DEMANDS, LOSSES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND ALL LEGAL EXPENSES AND FEES INCURRED ON APPEAL, AND ALL INTEREST THEREON, ACCRUING OR RESULTING TO ANY AND ALL PERSONS, FIRMS OR ANY OTHER LEGAL ENTITIES ON ACCOUNT OF ANY DAMAGES OR LOSSES TO PROPERTY OR PERSONS, INCLUDING INJURY OR DEATH, OR ECONOMIC LOSSES, ARISING OUT OF THE PROJECT AND/OR THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH DAMAGES OR LOSSES ARE FOUND BY A COURT OR FORUM OF COMPETENT JURISDICTION TO BE CAUSED BY BEFCO'S NEGLIGENT ERRORS OR OMISSIONS.

L. Termination

Either City of Bastrop or BEFCO may terminate this Agreement upon seven days written notice. If terminated, City of Bastrop agrees to pay BEFCO for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

M. Approval/Acceptance

BEFCO proposes to perform the services listed above for \$510,500. If you have any questions, please advise. I am thanking you and the City for continued confidence and support.

Accepted:

Accepted:

BEFCO Engineering, Inc.

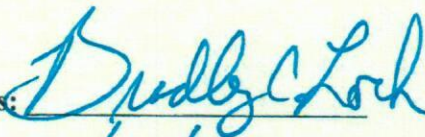
City of Bastrop

By 
Chad Emmel, P.E.

By _____
Lynda K. Humble, City Manager

Date 6/23/17

Date _____

Witness: 
6/23/2017

Witness: _____



STAFF REPORT

MEETING DATE: August 8, 2017

AGENDA ITEM: 9M

TITLE:

Consider action to approve Resolution No. R-2017-66 of the City Council of Bastrop, Texas to fund the purchase and installation of park improvements in Delgado Park, Water Street, Bastrop, Texas, at a cost of \$143,479.00, and authorizing the City Manager to execute all necessary documents, and establishing an effective date.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services

BACKGROUND/HISTORY:

On May 9, 2017, Bastrop City Council approved the purchase of the land, as well as its naming. Delgado Park is going to be dedicated on September 23, 2017. Improvements will include a playscape, parking, and restrooms.

POLICY EXPLANATION:

Pursuant to Chapter 331.001 (a) of the Local Government Code, the City of Bastrop is granted the authority to make park land and for the purpose of providing recreational opportunities; and

FUNDING SOURCE:

This project was funded as a community services transfer from the electric fund and shown in the budget amendment approved on August 8, 2017.

RECOMMENDATION:

Consider action to approve Resolution R-2017-66 of the City Council of Bastrop, Texas to fund the purchase and installation of park improvements in Delgado Park, Water Street, Water Street, Bastrop, Texas, at a cost of \$143,479.00, AND authorizing the City Manager to execute all necessary documents, and establishing an effective date.

ATTACHMENTS:

- Resolution
- Proposal

RESOLUTION NO. R-2017-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS TO FUND THE PURCHASE AND INSTALLATION OF PARK IMPROVEMENTS IN DELGADO PARK, WATER STREET, BASTROP, TEXAS, AT A COST OF \$143,479.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS, AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City of Bastrop has an interest in maintaining the Parks of Bastrop and;

WHEREAS, The City of Bastrop has purchased land and determined naming for Delgado Park; and

WHEREAS, The City Council recognizes the importance of providing recreational opportunities in perpetuity on behalf of the citizens of the city of Bastrop; and

WHEREAS, Pursuant to Chapter 331.001 (a) of the Local Government Code, the City of Bastrop is granted the authority to make park land and for the purpose of providing recreational opportunities; and

WHEREAS, the City Council finds that a very significant public interest is served by the purchase and installation of the playground and other ancillary improvements.

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 purchase agreement and all other documents necessary for the completion of the purchase and installation of playground and other ancillary improvements in Delgado Park, Water Street, in Bastrop, Texas.

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.

PASSED AND APPROVED this 8th day of August, 2017.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

David F. Bragg, City Attorney



BUDGET QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of Bastrop
Attn: Trey Job
Address: P.O. Box 427, Bastrop, Texas 78602
Install Site: Delgado Park, Bastrop, Texas
Phone: 512-332-8920
Email: tjob@cityofbastrop.org

BUYBOARD CONTRACT #512-16

PLEASE FAX YOUR PO & SIGNED QUOTE TO
BUYBOARD & T.F. HARPER & ASSOCIATES LP TO
INSURE COMPLIANCE & RECEIPT OF YOUR ORDER.

QUOTE# BF071317-04tb
DATE: July 13, 2017
REVISED: July 20, 2017

Delgado Park Playground

QTY	DESCRIPTION OF EQUIPMENT	UNIT PRICE	TOTAL COST
1	Xccent #52406, GoPlay System #8, 5-12 Play Structure without Roof, In-Ground		\$23,924.00
1	Xccent #42459, Arch Swing Frame, 5" Posts, 8' Top Beam	\$1,986.00	\$1,928.00
1	Xccent #42460, Arch Swing Frame, 5" Posts, 8' Top Beam, Add-On Bay	\$1,267.00	\$1,344.00
2	Xccent #42464, 5" O.D. Hangers (2), Belt Seat & (2) PVC Coated Chains	\$152.00	\$304.00
2	Xccent #42463, 5" O.D. Hangers (2), Infant Seat & (2) PVC Coated Chains	\$231.00	\$462.00
	Less Buyboard Discount		(\$1,957.00)
1	Freight on above equipment		\$2,684.00
1	Installation on above equipment		\$10,148.00
154	L.F. Concrete Sidewalk, 4' W X 4" Thick w/ Standard Steel Reinforcing (Playground Perimeter Sidewalk / Border & 4' W Sidewalk Separating Play Structure and Swings)		\$5,390.00
1	Concrete ADA Ramp		\$675.00
	Poured In Place Rubber Surfacing at Play Structure Area:		
1344	S.F. Poured In Place Rubber, 3.5" Thick, 50% Standard Color/ 50% Black Color Mix, Installed over a Compacted Crushed Stone Sub-Base within Proposed Concrete Sidewalk Border.		\$24,528.00
	Certified Wood Mulch Surfacing at Swings Area:		
48	C.Y. Playground Wood Mulch, 9" Thick, w/filter cloth & 3" Thick Drainage Pea Gravel Base		\$3,893.00
1	Modern Shade 4 Post HIP Shade Canopy, 32' X 37' X 14' Eave Ht, In-Ground (Play Structure Cover) Shade Structures are designed for 90 mph winds at 3 second gusts, 5 psf live load; membranes (tops) must be removed if weather conditions are expected to exceed design limits.		\$8,320.00
	Less Discount on Shade		(\$915.00)
1	Freight on Shade Structure Equipment		\$256.00
1	Installation on Shade Structure Equipment		\$4,928.00
1	Sealed Engineered Drawings for Shade Structures		\$750.00
	NOTE: Permits, if required, can be obtained but are not included in pricing.		
	BUDGET TOTAL		\$86,662.00

PRICES ARE FOR BUDGET PURPOSES ONLY AND ARE SUBJECT TO CHANGE.

NOT INCLUDED: Sales Tax (Sales Tax Exemption Certificate is Required), Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping).

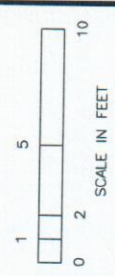
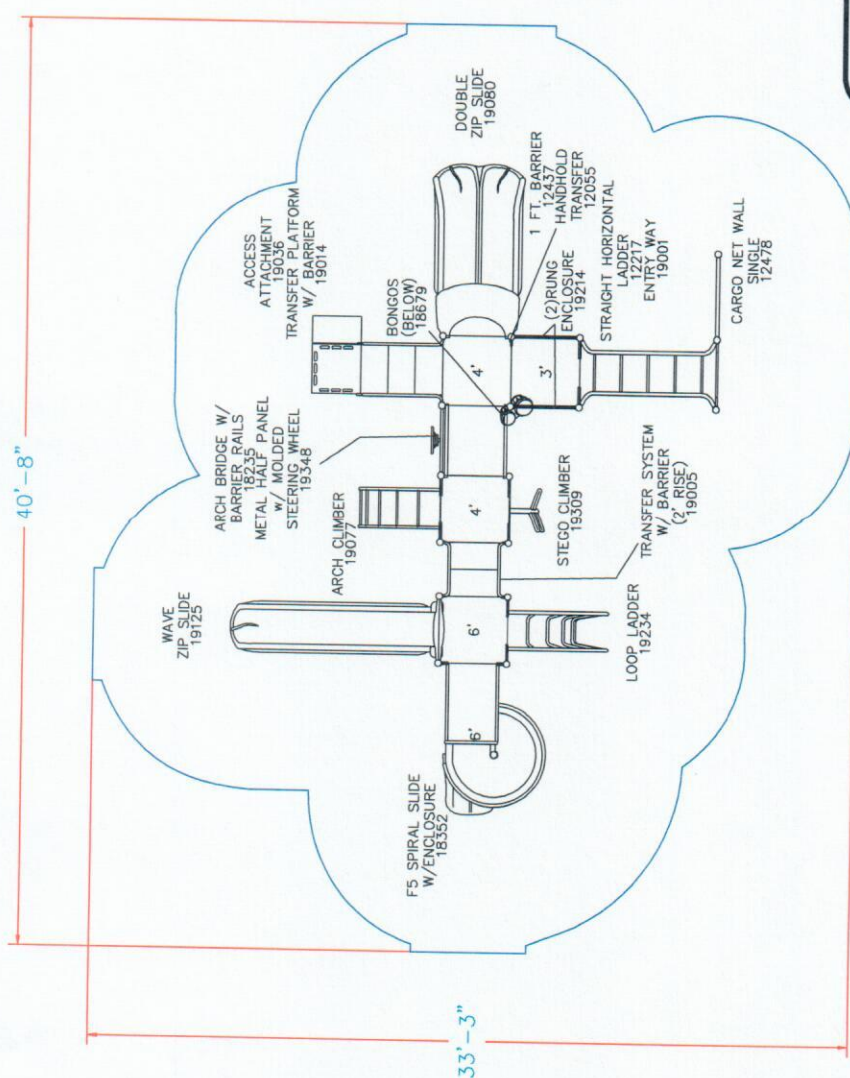
Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: 50% due with signed quote; Balance due upon completion of work and receipt of invoice.

Estimated Delivery & Installation: 11 weeks after receipt of signed quote and color selections.

Thank you for giving us the opportunity to quote this equipment.
Angie Randolph, Sales Consultant

Commercial Play and Recreational Equipment



TF Harper and Associates
Austin, TX
Representative
Total Recreation Products, Inc.

Total Elevated Play Components	Total Elevated Play Components Accessible By Ramp	Total Elevated Components Accessible By Transfer	Total Accessible Ground Level Components Shown	Total Different Types Of Ground Level Components
8	0	7	3	3
Required	Required	Required	Required	Required

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CANCSA-2-614

This unit includes play events and routes of travel specifically designed to meet the 2010 DOJ ADA (Americans with Disabilities Act) Standards for Accessible Design.

Minimum Area Required: 40'-8" X 33'-3"
Scale: This drawing can be scaled only when in an 11" x 17" format.

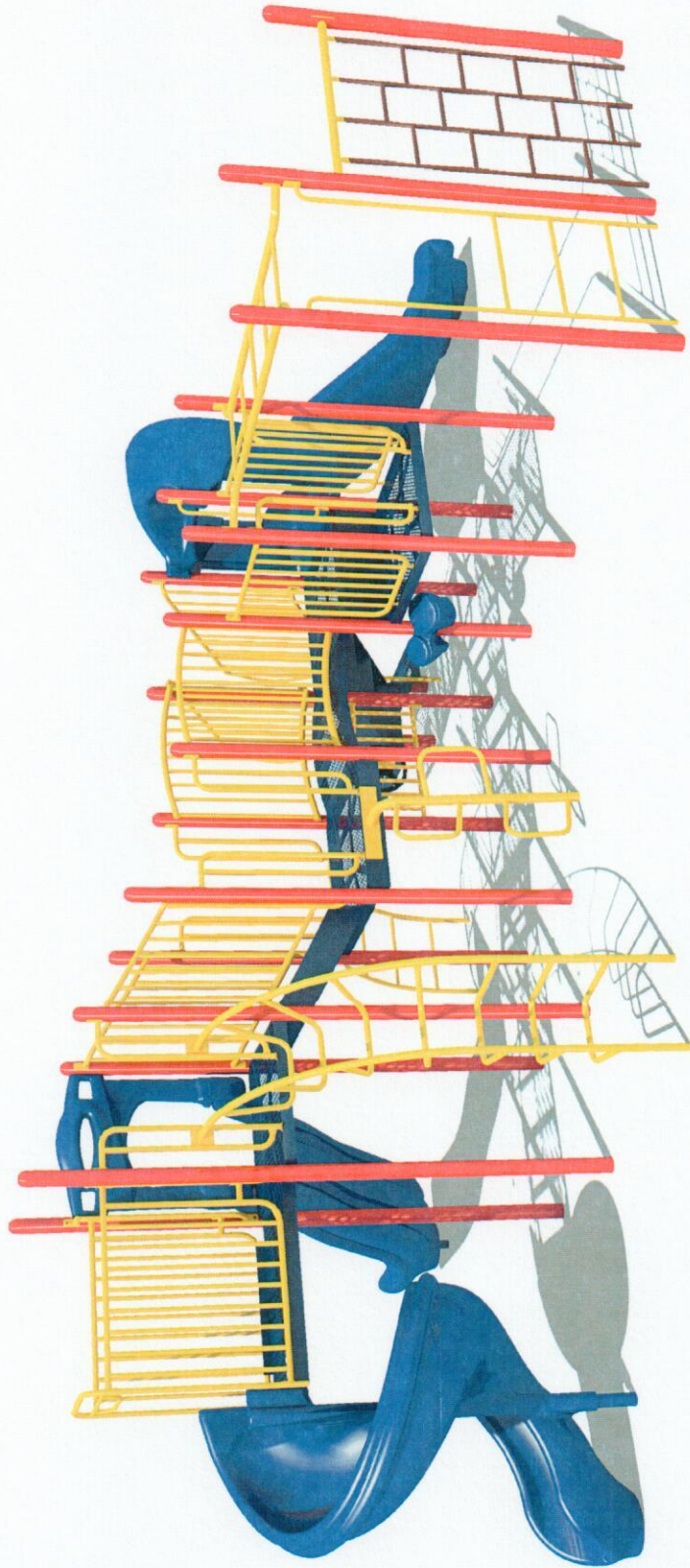
This play equipment is recommended for children ages 5-12

Drawn By: JR
Date: 07/28/17
Drawing Name: T3-07113-17-2A1

GameTime
4FLCORE COMPANY

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

5-12 Unit
View 1



www.gametime.com

Conceptual Rendering Only - Actual Color May Vary

800.235.2440

5-12 Unit
View 2



A PLAYCORE Company



www.gametime.com

Conceptual Rendering Only - Actual Color May Vary

800.235.2440



QUOTE

103 Red Bird Lane
Austin, Texas
78745-3122

TO: City of Bastrop
Attn: Trey Job
Address: 1209 Linden Street, Bastrop, Texas 78602
Install Site: Delgado Park, Laurel Street, Bastrop
Phone:
Email:

**ESC 19 Allied States COOP
Contract #13-6902**

QUOTE#: 080117-111-tfh
DATE: August 1, 2017

Unisex Restroom

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
1	CMU Restroom Building (Unisex) with metal roof		\$43,832.00
	Per attached drawing		
	Electric, water & sewer connection within 20'		
		Sales Tax	Exempt
	TOTAL		\$43,832.00

QUOTE IS VALID FOR 45 DAYS FROM DATE OF QUOTE OR FROM DATE OF REVISION

NOT INCLUDED: Sales Tax (RESALE OR EXEMPTION CERTIFICATE REQUIRED), Permits/Bonds/Fees (if required), Site Work in Excess of Normal Installation (example: site prep - excavation/infill, concrete slab, french drains, excess rock removal, landscaping)

Any installation charges quoted are based upon a soil work site (not rocky) that is freely accessible by truck, no fencing, tree/landscaping or utility obstacles, etc.), and level (+/- 1-2% max slope). Any site work not expressly described is excluded. All underground utilities must be located and clearly marked before any work can begin. Installation of all products (equipment, borders, ground cover, amenities) are as quoted and approved by acceptance of quote/drawings. The installer is not responsible for any damages or re-work resulting from after-hours events or activities during the work in progress period. The customer is responsible for maintaining the integrity of completed installation work until components have seated and/or cured (concrete footings, etc.).

Payment Terms: Balance due upon completion of work & receipt of invoice (progress invoices accepted)

Estimated Delivery: 120 days after receipt of signed quote or purchase order.

Accepted by: _____

Date: _____ P.O. # (if applicable): _____

Thank you for giving us the opportunity to quote this equipment.
Tommy Harper