

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



October 23, 2018 at 5:00 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.

PLEASE NOTE: ANYONE WISHING TO ADDRESS THE COUNCIL MUST COMPLETE A CITIZEN COMMENT FORM AND GIVE THE CARD TO THE CITY SECRETARY PRIOR TO THE START OF THE CITY COUNCIL MEETING.

1. WORK SESSION – 5:00 P.M.

1A. Receive Presentation and Discuss Findings of Development Code Assessment Analysis with Matt Lewis, Simple City Design.

2. REGULAR SESSION - CALL TO ORDER – 6:30 P.M.

3. PLEDGE OF ALLEGIANCE – JP Castellanos and Gabriel Pina, Emile Elementary, STARS Program

TEXAS PLEDGE OF ALLEGIANCE

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

4. INVOCATION – Chaplain Dale Burke, Police Chaplain

5. PRESENTATIONS

5A. Mayor's Report

5B. Councilmembers' Report

A handwritten signature or set of initials in black ink, located in the bottom right corner of the page.

- 5C. City Manager's Report
- 5D. A proclamation of the City Council of the City of Bastrop, Texas and Bastrop County Commissioners' Court recognizing November 9, 2018 as Veterans Day.
- 5E. A proclamation of the City Council of the City of Bastrop, Texas, recognizing November 2, 2018 as City of Bastrop Arbor Day.

6. WORK SESSION/BRIEFINGS

- 6A. Receive Presentation and update from Verdunity regarding the development of a Fiscal Impact Analysis Model.
- 6B. Update on Chicken/Rooster relocation process in the downtown area.

7. STAFF AND BOARD REPORTS

- 7A. Receive monthly report from Visit Bastrop.
- 7B. Receive presentation on the Quarterly Investment Report for the period ending September 30, 2018.
- 7C. Receive report from Bastrop Economic Development Corporation.

8. 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 start 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 start of the meeting.

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.

9. 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.

- 9A. Consider action to approve City Council minutes from the October 9, 2018 meeting.



- 9B. Consider action to approve the second reading of Ordinance No. 2018-29 of the City Council of the City of Bastrop, Texas, Rezoning 1.95 acres of Building Block 62, East of Water Street, from SF-7, Single-Family 7 to C-1, Commercial 1, located at 303 and 305 Martin Luther King Jr. Drive, within the city limits of Bastrop, Texas; as shown in Exhibits A & B; including a severability clause; establishing an effective date.
- 9C. Consider action to approve the second reading of Resolution No. R-2018-102 of the City Council of the City of Bastrop, Texas, approving the terms of an economic development performance agreement between the Bastrop Economic Development Corporation and 921 Bastrop, LLC; approving the terms of an agreement for construction of improvements to the lot at 921 Main Street with 921 Bastrop, LLC, in an amount exceeding ten thousand dollars (\$10,000) attached as Exhibit A; repealing all resolutions in conflict; providing severability; and providing an effective date.

10. ITEMS FOR INDIVIDUAL CONSIDERATION

- 10A. Consider action and approve Resolution No. R-2018-108 of the City Council of the City of Bastrop, Texas, making determinations regarding certain project-specific Exceptions and/or Exemptions as provided by Emergency Ordinance 2018-1, Section 8 (Temporary Moratorium); and Emergency Ordinance 2018-2, Section 7 (Emergency Drainage Application Rules).
- 10B. Consider action to approve Resolution No. R-2018-93 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing and providing cultural art and theater services, to the Bastrop Opera House, at a cost of Ninety Two Thousand and Five-hundred and 00/100 dollars (\$92,500) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.
- 10C. Consider action to approve Resolution No. R-2018-94 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for operating, marketing and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of One hundred and Forty-Six thousand and Nine-hundred and Thirty-Seven and 00/100 dollars (\$146,937) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.
- 10D. Consider action to approve Resolution No. R-2018-95 of the City Council of the City of Bastrop, Texas awarding a community support service agreement associated with providing recreation and pool services, to the Bastrop YMCA, at a cost of Seventy-Nine thousand and Eight-hundred and 00/100 dollars (\$79,800) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.
- 10E. Consider action to approve Resolution No. R-2018-107 of the City Council of the City of Bastrop, Texas, approving to extend the term of the current Bank Depository Agreement with First National Bank of Bastrop, from November 1, 2018 until December 31, 2018, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing for an effective date.



- 10F. Consider action to approve the first reading of Ordinance No. 2018-30 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2019 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit "A"; repealing all prior ordinances and actions in conflict herewith; providing for an effective date; and move to include on the November 13, 2018 City Council consent agenda for a second reading.

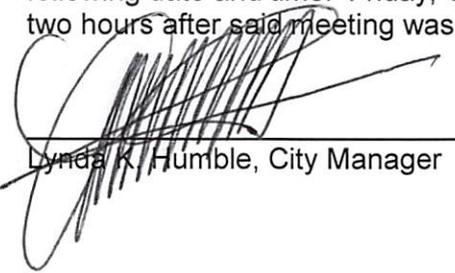
11. EXECUTIVE SESSION

- 11A. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding legal advice related to the status of the 1445 Interlocal Agreement between the City of Bastrop and Bastrop County for the review of subdivision applications in the City's extraterritorial jurisdiction.
- 11B. City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding legal advice related to the status of updating the city's regulatory program, including public comment and citizen input into the new subdivision ordinance, pending revisions to zoning and sign codes, and uniformity of the permitting process.
- 11C. City Council shall convene into closed executive session pursuant to Sections 551.071 and 551.074 of the Texas Government Code to confer with City Attorney regarding legal advice related to certain real property that being 2.07 acres of the former Linenberger parcel.

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

13. 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, October 19, 2018 at 10:30 p.m. and remained posted for at least two hours after said meeting was convened.


Lynda K. Humble, City Manager



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 1A

TITLE:

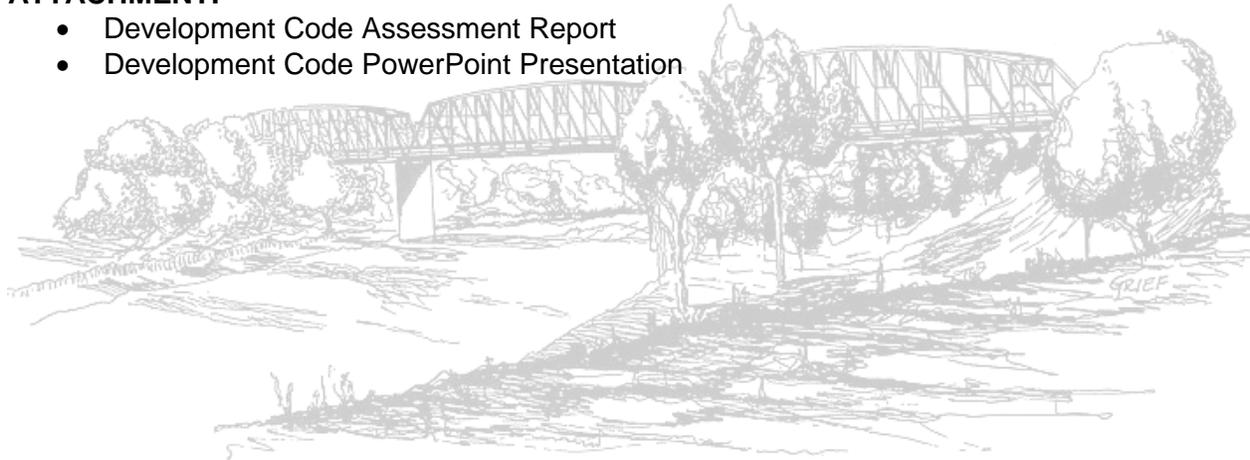
Receive Presentation and Discuss Findings of Development Code Assessment Analysis with Matt Lewis, Simple City Design.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

ATTACHMENT:

- Development Code Assessment Report
- Development Code PowerPoint Presentation





DEVELOPMENT CODE ASSESSMENT

An extensive evaluation of the City of Bastrop's current development codes.

October 2018 - DRAFT 2

EXECUTIVE SUMMARY..... 3

SECTION ONE DEVELOPMENT REGULATIONS: GENERAL PRACTICES..... 4

Development Regulation General Practices provides context by introducing the ways that cities, in general, regulate development and the limitations and negative consequences of these regulations. Current best practices are introduced.

SECTION TWO EXISTING DEVELOPMENT REGULATIONS..... 8

Discussion on how the tools, introduced in Section One, are currently implemented in Bastrop. Perhaps more importantly, this section **provides examples of the types of developments that the current requirements create.**

SECTION THREE POLICY FRAMEWORK..... 9

Summarizes the **policy guidance** that the City has adopted regarding development through documents such as the Comprehensive Plan, the Downtown Vision, and the Building Bastrop initiative.

SECTION FOUR FINDINGS AND RECOMMENDATIONS..... 26

Results of an extensive review of the **zoning sign codes**. Drawing on the Downtown DNA Analysis, the best practices introduced in Section One, and the policy guidance discussed in Section Three. A list of key findings incorporate the major issues and challenges within these codes. Changes are recommended.

CONCLUSION..... 32

Provides a **summary** and describes the **next steps** in the process.

APPENDIX A..... 33

Contains notes from a **section-by-section review of the zoning and sign ordinances**. Appendix A informs the findings in Section Four.

Bastrop is a beautiful city with a one-of-a-kind community. Loblolly pines surround the City's historic downtown nestled upon a bluff on the Colorado River. With its small-town charm, Bastrop can make you forget the big cities sprawling towards it by providing a complete community in an old Texas setting. As Central Texas continues to be the fastest growing region in the country, the secret is out. Every day people are discovering the excellent quality of life Bastrop provides and are seeking to move to the City.

EXECUTIVE SUMMARY

Bastrop's infrastructure is aging, drainage and land-use regulations are outdated, and flooding is frequent and damaging. Traffic is increasing, and development – while following current regulations – is not indicative of a fiscally responsible, resilient city.

Bastrop's position is not unique; many vulnerable cities throughout Texas and the U.S. are confronting similar issues resulting from decades-old policies and land-use regulations. Fortunately, Bastrop has the leadership, the appropriate building blocks, and the will to take action to review the City's current status with open eyes and a clear vision forward. This report is part of a City effort called Building Bastrop, an effort to honor the City's past and plan for its sustainable future.

This assessment is the starting point in a process to update Bastrop's development regulations to reflect the

vision of the community. Updated codes will reflect the communities desire for authentic development that maintains the character of Bastrop. Included is an extensive review of the zoning and sign regulations, along with a cursory review of subdivision and other regulations. This review identifies areas of the code in conflict with the Comprehensive Plan and the downtown development patterns detailed in the DNA Analysis.

After an extensive review and identification of key issues within the code, this assessment provides the ability to truly understand development through a series of recommendations. The recommendations include code changes and policy questions to address future development standards. Recommendations are based on providing a clear and predictable development framework for the community and development community.

1 DEVELOPMENT REGULATIONS: GENERAL PRACTICES

COMMON TOOLS TO REGULATE DEVELOPMENT

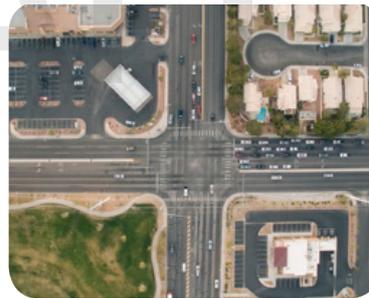
The typical tools used by cities to regulate development are **subdivision**, **zoning**, and **design/management standards**. Of these, subdivision has the most long-lasting effect on the physical form of a city. It establishes the buildable sections of a city by laying out streets, blocks, and lots. This establishes the character of both the public realm, through the street network and parks, and the private realm, through lot and block design.

Zoning builds on the foundation laid by subdivision regulations. Once lots are established through subdivision, the development and use of the property is regulated through zoning.



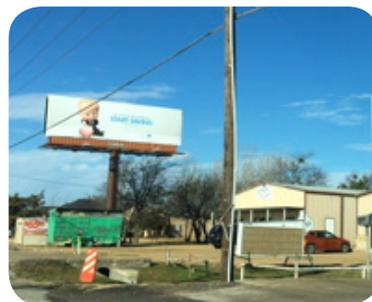
SUBDIVISION

Regulates the layout and dimensions of all property, including private property and streets.



ZONING

Regulates the use and design of private property.



OTHER DEVELOPMENT STANDARDS

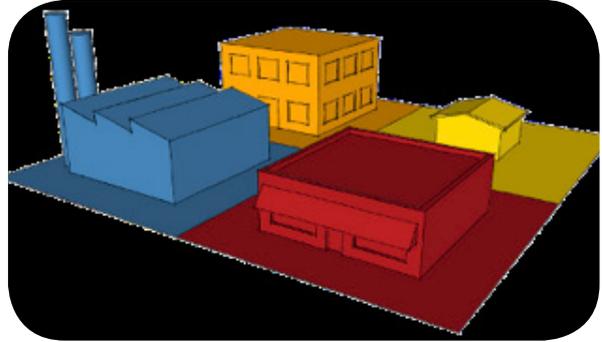
May regulate items not included in either subdivision or zoning, such as signage or stormwater.

Conventional or Euclidean Zoning

For nearly 100 years, controlling the **use** of a property has been the conventional approach to land development. In newly industrialized cities, over a century ago, people lived in crowded polluted areas. Homes were often near factories, rail stations or other industries. To separate people from pollutants, the logical response was to create regulations that stopped noxious uses from locating in population dense regions.

Zoning was developed as a way to restrict land-use types into different zones such as residential, commercial and industrial. Intensity is controlled through minimum requirements (e.g. dwellings per acre, height limits, setbacks, parking ratios). So long as these requirements are met, some uses are permitted 'by right,' meaning they require no special review from city staff. Other uses are designated 'conditional,' requiring a public hearing in which special conditions are created to address the project's unique impacts.

Conventional zoning has evolved over time as cities have adopted additional restrictions, often in response to negative impacts of development. For example, parking minimums resulted from the impact of parking on streets and surrounding properties, and building setbacks resulted from the



overcrowding of streets and sidewalks after the automobile became common in cities. Often the requirements remain long after the issue they were meant to address has ended. For example, building setbacks are still required despite the almost universal lack of crowding on streets and sidewalks.

This type of zoning is **defensive**; it aims (often unsuccessfully) to prevent development from harming neighbors and the public. It does not ensure that development will have a particular character.

The end result of this system, the segregation of land uses, minimum requirements for parking, setbacks, etc, is **suburban America**. Separating uses spreads them out, making it impossible to walk from home to work to shopping. Minimum parking requirements ensure that everyone has a convenient place to park at each of these destinations. Because driving is therefore the most common mode of transportation, the city is designed around the automobile.

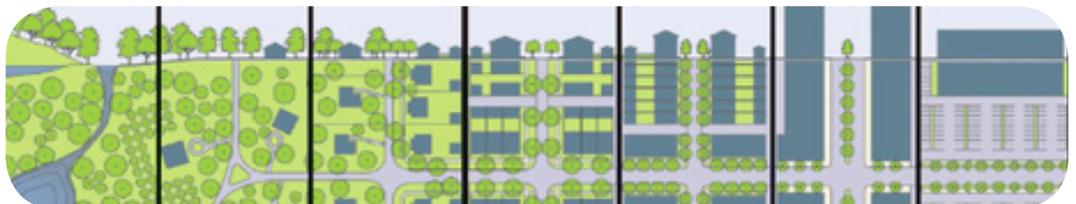
Form Based Zoning

Historic and mixed-use neighborhoods are often illegal under Conventional Zoning. In contrast, Form-based Zoning focuses on the scale, design, and placement of buildings, paying attention to their relationship with the public realm (streets, parks, plazas, etc.).

The look and arrangement of buildings defines a community's character more strongly than do the uses that take place within those buildings. Because they focus on form influencing function, these codes promote walkability, and more compact development.

Form-based Zoning is based around an Organizing Principle. Several examples of Organizing Principles include Character-based, Building-based, and Street-based. Some Character-based codes, such as the SmartCode, use the rural to urban transect shown below. Other Character-based codes are broader, defining character areas similar to those on the transect, but without a rigid hierarchy. Building-type based codes define development standards through building types, which is most effective for infill development. Street or Frontage-based codes define standards based on the type of street along which a property is located.

RURAL TO URBAN TRANSECT



CONVENTIONAL ZONING



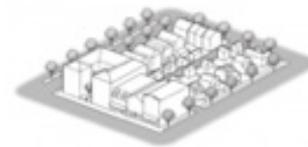
Density use, FAR (floor area ratio), setbacks, parking requirements, maximum building heights specified.

ZONING DESIGN GUIDELINES



Conventional zoning requirements, plus frequency of openings and surface articulation specified.

FORM-BASED CODES



Street and building types (or mix of types), build-to lines, number of floors, and percentage of build frontage specified.

HYBRID ZONING

Hybrid Zoning contains a combination of Conventional and Form-based regulations. Form-based elements are generally used in the community's commercial and mixed-use districts, where the predictable development patterns they provide can create compact, walkable development patterns featuring a diversity of uses in close proximity. They may include downtowns, transit areas, major corridors, or particular neighborhoods.

Conventional elements often apply where auto-oriented development patterns are deemed appropriate by the local community, including newer suburban areas, highway commercial districts, or industrial areas.

USABILITY

The three types of regulations, subdivision, zoning, and other standards, may be found separately in a city's ordinances or they may be combined in a Unified Development Code.

Recently, a number of cities have spent considerable effort combining some or all of their development regulations into this format. The primary benefit comes from addressing both the public realm (subdivision) and the private realm (zoning) in one document.

Other benefits include ease of use and administration along with consistent definitions. Often simply the process of reviewing and compiling the documents can reduce conflicts and redundancies.

It is important to note that a Unified Development Code does not guarantee improved development. At a minimum it addresses organization but not necessarily the quality or appropriateness of standards.

CLARITY

Clarity is a common goal of current development regulations. One way this is accomplished is to write regulations to be understood not just by lawyers and planners, but for the general public and design professionals.

This plain language approach seeks to make regulations accessible to their most common users through clear and concise language. An important part of this process is to eliminate typical legalese and jargon in favor of everyday language.

GRAPHICS

The addition of graphics and tables to zoning regulations is another best practice aimed at making the regulations easier to understand and administer.

When properly used to supplement or explain text, graphics and tables can be powerful tools in creating a more user-friendly code. They are most helpful in explaining things that are numeric, such as setbacks, lot coverage, planting requirement, etc. Often a simple graphic or table can replace several paragraphs of text, allowing concepts to be immediately clear to users and less subject to interpretation.

2 EXISTING DEVELOPMENT REGULATIONS

Subdivision regulations are found in a standalone Chapter 10 in the City's Code of Ordinances. In 2018, the city developed a substantial update to the Subdivision Ordinance – currently in draft form. Other development standards are found throughout the Code of Ordinances. Chapter 3, Building Regulations, includes the adoption of the International Building and Residential Codes along with adopted codes for electric, plumbing, mechanical, residential, energy conservation, property maintenance, unsafe structures, and existing buildings. In addition, this chapter contains standards for amusement devices, construction in public rights-of-way, recreational vehicle and mobile home parks, and signs.

The City's **first Zoning Ordinance** was adopted in 1973, with major updates in 1991 and 1999. The zoning regulations exist as a standalone Chapter 14 in the City's Code of Ordinances and are not part of a Unified Development Code. Bastrop's citywide zoning is a Conventional use-based code, with districts for various uses (residential, commercial, industrial) and intensities (single-family and multifamily, light and heavy commercial, etc). There are several overlay districts and numerous Planned Development Districts that have been created with their own standards.

Most development in Bastrop has occurred

in the C-1, SF-7, and PD zoning districts. The Appendix A provides examples of development under these standards.

In 2015, the City adopted a form-based code in the downtown area. The **Downtown Form-based Code (FBC)** combines Character-based and Street-based Organizing Principles. Though the entire downtown area is zoned FBC (Form-Based Code), the Character Areas within the district function as zoning districts. The Code establishes a Regulating Plan that designates Character Areas. Also, some standards are further defined by frontage designation depending on the priority given to the pedestrian on the street that a property fronts.

The development resulting from these



standards shows both the benefits of the Downtown FBC and the potential for further refinement. The building above is an addition to a historic structure. The new structures are built to a common facade line with the old structure, creating a street wall. The new buildings are appropriately sized and scaled. However, the building lacks glazing and detail, the sidewalk does not connect to an existing sidewalk, and 90 degree parking is found along the street.

3 POLICY FRAMEWORK

Two adopted policies serve to guide this assessment. First, the [Building Bastrop](#) initiative recognizes the urgency of reviewing and updating the drainage and development regulations governing the city. This undertaking requires community conversations, detailed studying of its infrastructure and natural systems, and comprehensive review of the existing built environment. Second, the City's [Comprehensive Plan](#), adopted in 2016, calls for updated land use regulations as a key goal to implementing the plan.

This section introduces the Building Bastrop initiative and then policy statements from the Comprehensive Plan. It also analyzes the zoning within the character areas on the Future Land Use Map to determine the extent to which the zoning carries out the intent of the areas.

BUILDING BASTROP BACKGROUND

On August 14, 2018, the Bastrop City Council took the first step toward imposing a temporary moratorium on new development in Bastrop based on the under sized and inadequate stormwater facilities and regulations.

During this moratorium, the City Council will work with City staff and

the broader community to analyze and modify existing land-use regulations to properly address Bastrop's infrastructure needs and promote new development.

Building Bastrop is an initiative the City is undertaking to guide responsible development that honors its authentic past, prepares for a sustainable future buildout and addresses stormwater on the front end of the development. The intent is to take a comprehensive approach to development by mapping the DNA of the city, its natural geography, and land-use patterns, in order to inform a new set of tools.

COMPREHENSIVE PLAN POLICIES

The city's Comprehensive Plan included an extensive public engagement process in which the community made clear its desires for future development.

Bastrop Guiding Growth Principle – The City of Bastrop will implement policies, programs, investments, and strategies that are fiscally sustainable by:

1. *Facilitating infill and redevelopment activity;*
2. *Encouraging contiguous development; and,*
3. *Managing targeted corridor development.*

Goal 2.1

Maintain and enable a policy of “measured growth” as represented by the Bastrop Conceptual Growth Program. – Primarily with annexation and ETJ management but within the City calls for compact, infill and within overlapping service areas.

- Development within the municipal limits, and in close proximity to existing infrastructure, will be prioritized.
- Extension of the City’s infrastructure networks will be the minimum necessary to support preferred growth patterns.
- City investments will support development patterns that promote the least possible disturbance of land and smallest possible development footprints.



PORTLAND, CHRISTOPHER LAMARCA

Goal 4.1

Provide a greater diversity of housing options in Bastrop while protecting existing neighborhoods



OPTICOS

Goal 4.4

Provide homeownership opportunities to Bastrop’s low-to-moderate income and special needs populations.

Goal 5.5

Enhance community character and design through the amendment of city land development regulations and projects to improve the function and aesthetics of public properties.

Goal 6.5

Improve active transportation options.



Goal 6.8

Build a network of Complete Streets and preserve quality of place.



VS.



ZONING BY FUTURE LAND USE

In addition to establishing broad policy regarding growth and development, the [Comprehensive Plan](#) establishes more specific guidance by geographic area. The plan identifies ten character areas and calls for each to have a distinct development style. Development form and intensity is described in the character area descriptions.

In this section, [seven of the character areas](#) are examined in detail. The character area description from the Comprehensive Plan is included. To identify the extent to which the current zoning fulfills the intent in these descriptions, zoning with each character area is mapped. Also, the zoning composition within each character area is provided as well. The analysis that follows examines two questions:

- Is the mix of zoning districts in the character area consistent with the written intent of the character area?
- Are the standards in the zoning districts consistent with the intent of the character area? This draws on the analysis of each zoning district found in Appendix A.

A

Rural Residential

Character Area as established by the Comprehensive Plan

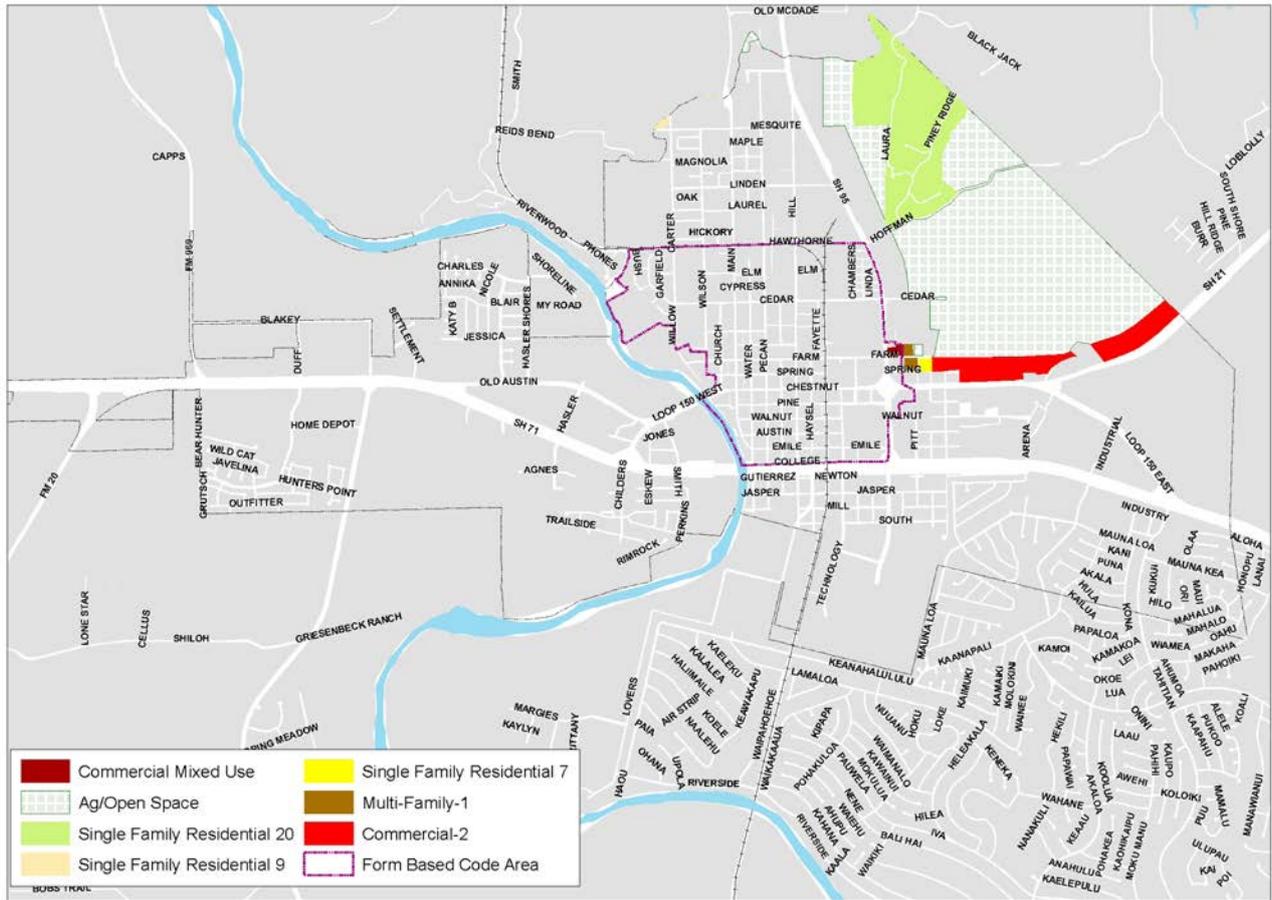
The Rural Residential Character Area is for lands that are, and will continue to be, sparsely populated and largely undeveloped.

Primarily found on the City's periphery, this area is characterized by large lot single-family residences, as well as agriculture, ranching, silviculture, and natural landscape. Unlike the Parks and Open Space Character Area, Rural Residential areas which retain a pastoral setting have not always been set aside for conservation or public use, but may

eventually be subject to subdivision, and/or conversion to agricultural or other similar uses.

As expected, much of the area in the Rural Residential Character Area is zoned Agricultural Open Space. The Piney Ridge subdivision is zoned SF-20, the type of large-lot rural zoning called for in the Character Area description. The C-2 zoning along SH-71 differs from the intent the Character Area, though this is an obvious location for commercial development.

ZONING DISTRICT	ACRES IN CHARACTER AREA	% OF CHARACTER AREA
AGRICULTURAL/ OPEN SPACE	645	71%
SINGLE FAMILY RESIDENTIAL - 20	187	21%
COMMERCIAL - 2	69	8%
MULTIFAMILY - 1	4	<1%
SINGLE FAMILY RESIDENTIAL - 7	3	<1%
COMMERCIAL MIXED USE	2	<1%
SINGLE FAMILY RESIDENTIAL - 9	2	<1%
GRAND TOTAL	912	100%



Zoning in Rural Residential Future Land Use

B Neighborhood Residential

Character Area as established by the Comprehensive Plan

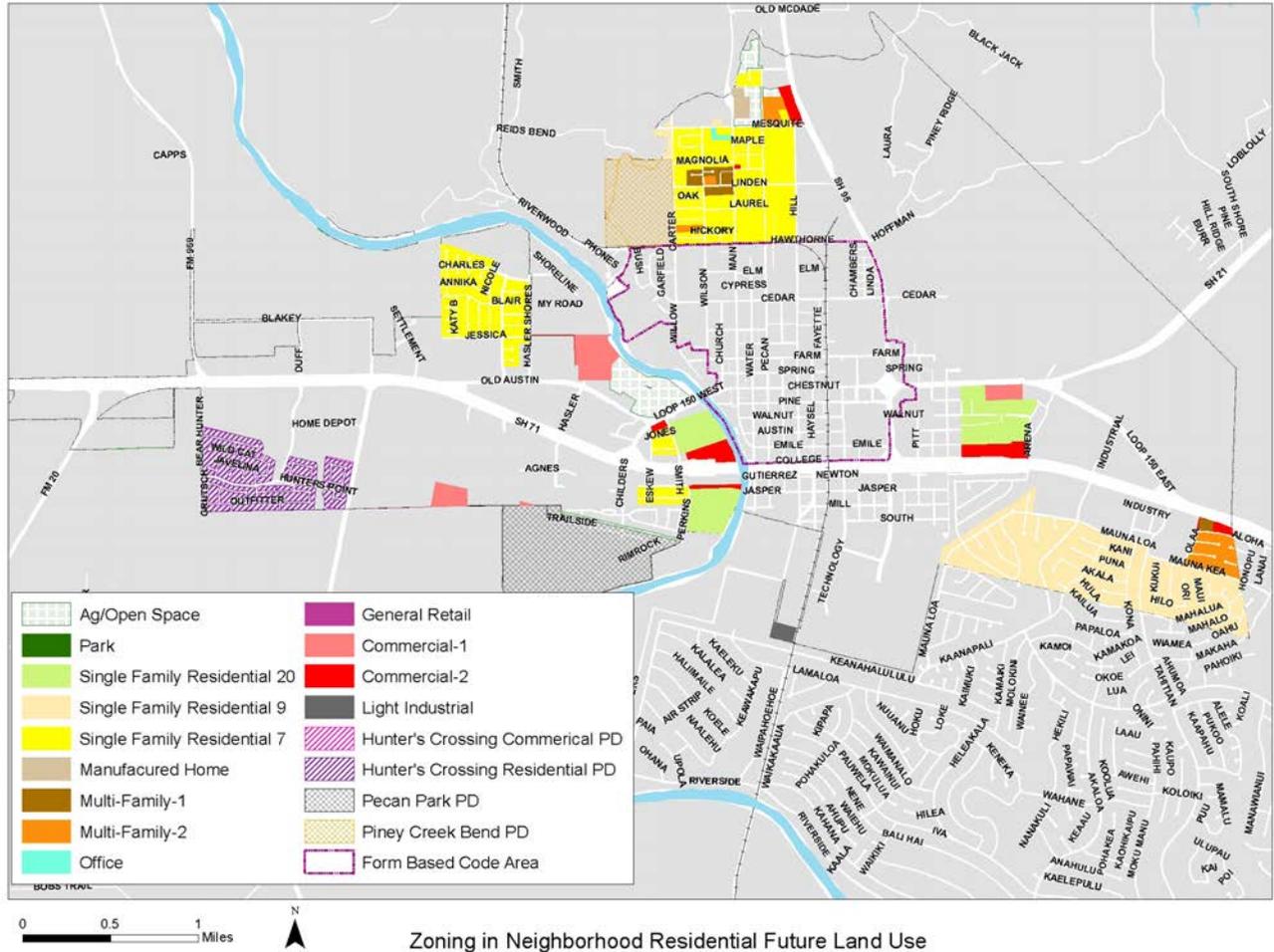
The Neighborhood Residential Character Area is for single-family residential subdivision development, associated amenities such as parks, trails, open spaces, and public uses such as schools, fire stations, and more.

Although individual developments may exhibit common features including home size, lot size, setbacks, impervious surface coverage, etc., the Character Area supports variations of these spatial and aesthetic characteristics, subject to appropriate transitions in form, scale, and density between blocks or adjacent developments. In some instances, transitions between developments

and adjacent Character Areas may include higher density housing types or neighborhood oriented commercial uses of limited scale.

By area, the Neighborhood Residential Character Area is the largest within the city limits. The zoning consists primarily of the various single-family districts and Planned Developments, which is consistent with the intent of the Character Area. However, because of the rigid standards and lack of variety of housing types allowed within the base districts, the variations of housing types and neighborhood-oriented commercial called for in the description will not occur.

ZONING DISTRICT	ACRES IN CHARACTER AREA	% OF CHARACTER AREA
SINGLE FAMILY RESIDENTIAL - 7	274	22%
SINGLE FAMILY RESIDENTIAL - 9	253	20%
PECAN PARK P.D.	202	16%
SINGLE FAMILY RESIDENTIAL - 20	102	8%
HUNTERS CROSSING RESIDENTIAL P.D.	99	8%
PINEY CREEK BEND P.D.	92	7%
AGRICULTURAL/ OPEN SPACE	63	5%
COMMERCIAL - 1	46	4%
COMMERCIAL - 2	41	3%
MULTIFAMILY - 2	37	3%
MULTIFAMILY - 1	15	1%
MANUFACTURED HOUSING	7	1%
LIGHT INDUSTRIAL & OFFICE	8	1%
HUNTERS CROSSING COMMERCIAL P.D.	1	<1%
GRAND TOTAL	1,240	100%



Zoning in Neighborhood Residential Future Land Use

C Transitional Residential

Character Area as established by the Comprehensive Plan

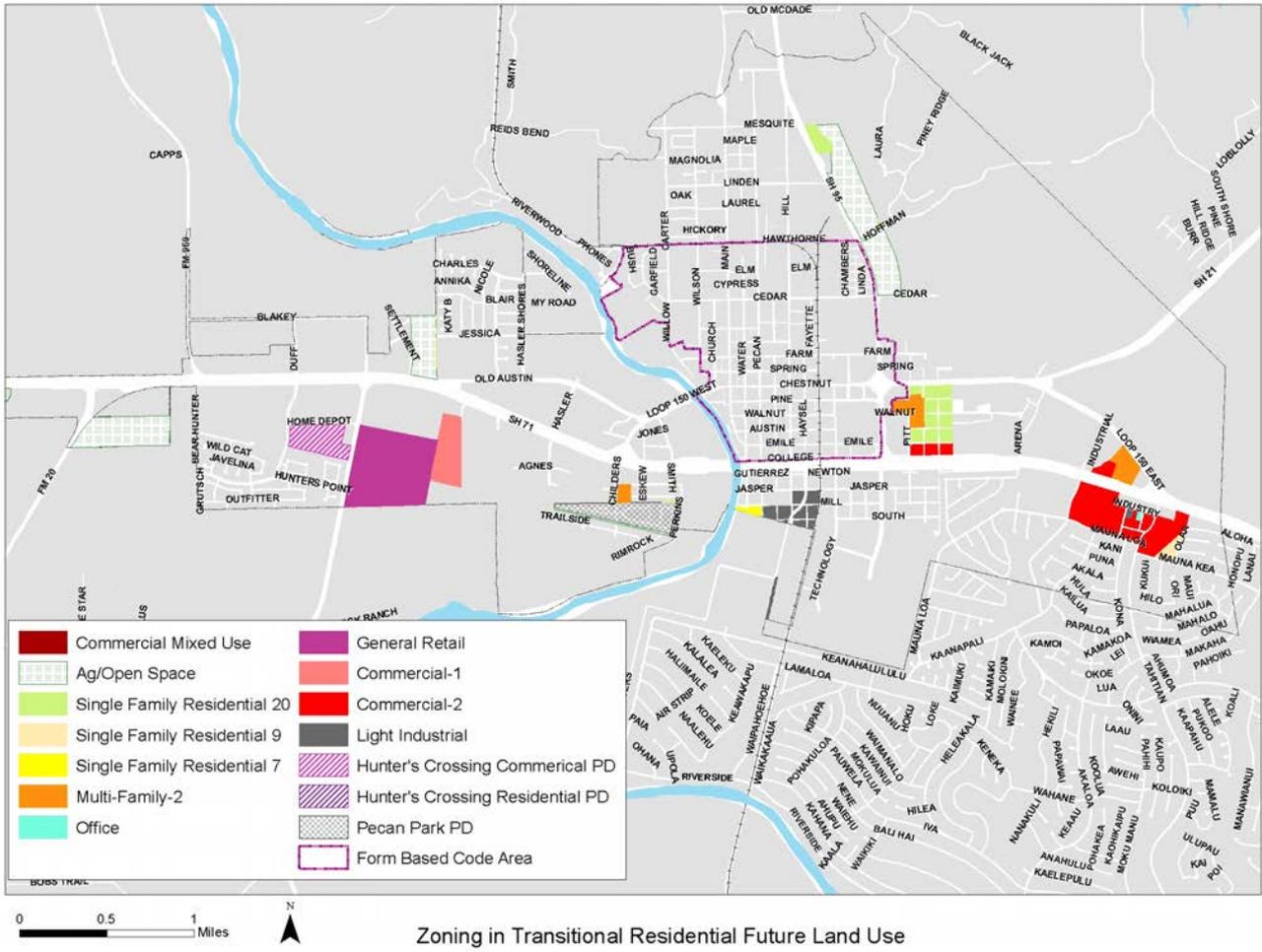
The Transitional Residential Character Area is for lands to be developed with higher densities and a variety of housing types.

Transitional Residential supports high density single-family detached and attached (duplexes, triplexes, townhouses), multifamily (apartments), and institutional residential uses such as nursing homes and assisted living facilities. Variation in form, scale, and density is allowed, but appropriate transitions must be provided between land uses. In some cases, Transitional Residential uses may be included as part of a larger planned development within areas otherwise designated as

Neighborhood Residential. Likewise, the character area may also include associated amenities such as parks, trails, open more.

Despite the call for mixed housing types and intensities, large portions of the character area are zoned General Retail, allowing only multifamily and C-2, and not residential. The largest single residential district in the Character Area, SF-20, requires large lot single-family and does not allow the mixed housing types associated with the character area. SF-9 and SF-7 comprise of less than 2% of the Character Area. Other zoning districts such as SF-A and Townhouse are not found in the Character Area.

ZONING DISTRICT	ACRES IN CHARACTER AREA	% OF CHARACTER AREA
AGRICULTURAL/ OPEN SPACE	139	29%
GENERAL RETAIL	93	20%
COMMERCIAL - 2	69	15%
PECAN PARK P.D.	37	8%
SINGLE FAMILY RESIDENTIAL - 20	15	1%
COMMERCIAL - 1	27	6%
MULTIFAMILY - 2	26	5%
HUNTERS CROSSING COMMERCIAL P.D.	25	5%
LIGHT INDUSTRIAL	18	4%
SINGLE FAMILY RESIDENTIAL - 9	5	1%
SINGLE FAMILY RESIDENTIAL - 7	2	1%
OFFICE	1	<1%
GRAND TOTAL	474	100%



D

Neighborhood Commercial

Character Area as established by the Comprehensive Plan

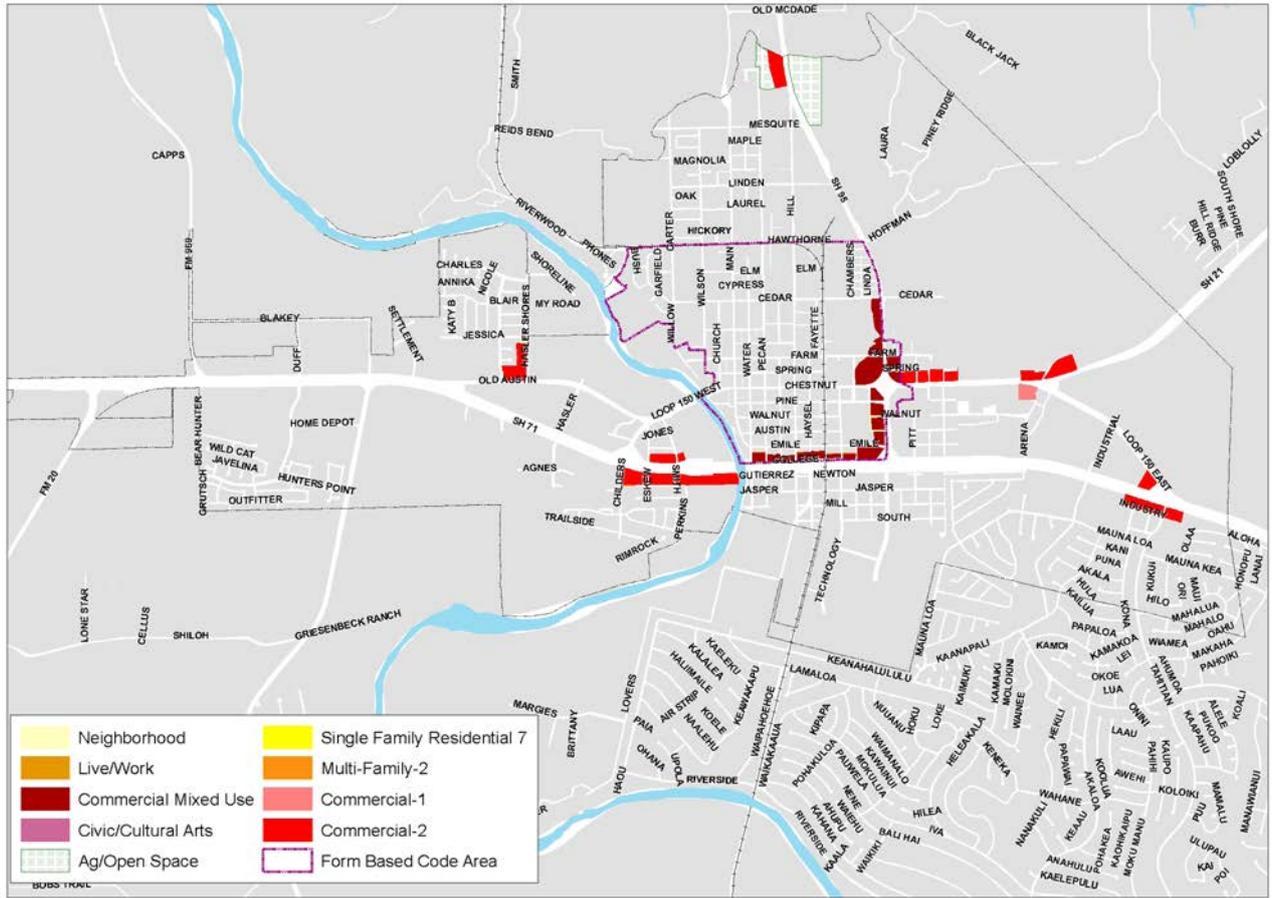
The Neighborhood Commercial Character Area is intended for lands that are to be developed for nonresidential uses that are of an appropriate use, scale, and design that is compatible with abutting or nearby residential uses.

These developments typically occupy much smaller footprints, use less signage, have more landscaping, and de-emphasize or screen parking in a manner that sets the areas apart from typical large-scale or corridor commercial developments. In some cases, neighborhood commercial uses may

be included as part of a larger planned development within residential Character Areas.

Despite the intention for commercial that is compatible with nearby residential areas, much of this Character Area is zoned C-2, which contains few standards to ensure compatibility. Development will be automobile-scaled and will generate heavy vehicle traffic. The Commercial Mixed Use area within the Downtown Form-based Code area provides better compatibility.

ZONING DISTRICT	ACRES IN CHARACTER AREA	% OF CHARACTER AREA
COMMERCIAL - 2	69	45%
COMMERCIAL MIXED USE	43	28%
AGRICULTURAL/ OPEN SPACE	36	23%
COMMERCIAL - 1	4	3%
NEIGHBORHOOD	1	1%
GRAND TOTAL	153	100%



Zoning in Neighborhood Commercial Future Land Use

E

General Commercial

Character Area as established by the Comprehensive Plan

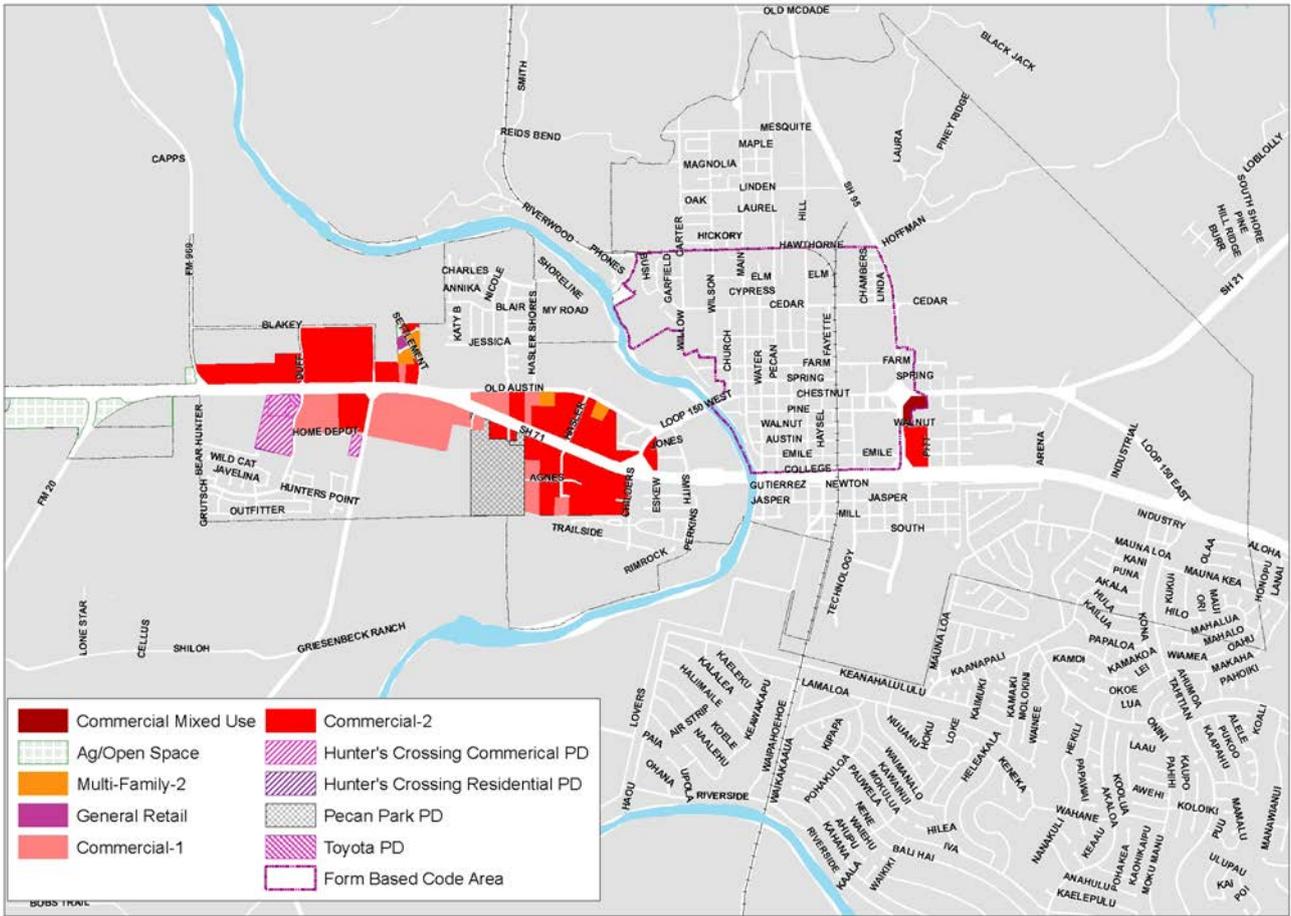
The General Commercial Character Area supports local and regional businesses that rely on heavy traffic volumes and the visibility that is associated with being located near major roadways.

General Commercial developments typically involve varying development intensities, from smaller locally owned shops to big box retailers. These areas are predominantly auto-oriented, with large accessory parking areas. While General Commercial development will continue to be auto-oriented, improved street-side and parking lot landscaping,

buffers, appropriately designed and scaled signage, bicycle and pedestrian accommodations, higher quality building materials, and access management techniques (e.g., limited access points and inter-parcel connectivity) will help to improve overall development quality and appearance

The zoning composition is consistent with the Character Area description. The Commercial zoning districts generally carry out the quality development items listed in the Character Area description, though some standards such as signs could be improved.

ZONING DISTRICT	ACRES IN CHARACTER AREA	% OF CHARACTER AREA
COMMERCIAL - 2	270	48%
COMMERCIAL - 1	121	22%
PECAN PARK P.D.	66	12%
AGRUCULTURAL / OPEN SPACE	42	7%
HUNTERS CROSSING COMMERCIAL P.D.	31	6%
MULTIFAMILY - 2	13	2%
COMMERCIAL MIXED USE	6	1%
TOYOTA P.D.	2	0%
GENERAL RETAIL	2	0%
GRAND TOTAL	560	100%



Zoning in General Commercial Future Land Use

F

Professional Services

Character Area as established by the Comprehensive Plan

The Professional Services Character Area is for the development of offices and clinics of varying size and intensity.

In older areas of Bastrop – including center city – Professional Services land uses may be small-scale or even located in buildings converted for business use. In newer areas, or in conjunction with the General Commercial Character Area, Professional Services land uses may be larger in scale and auto-oriented in character. Land uses in the Professional Services Character Area are often related

to and support the public and quasi-public land uses supported by the Public & Institutional Character Area.

The largest zoning district in the Character Area, SF-9, allows limited home-occupations, as does the also-prominent SF-7. The C-1 and C-2 zoning districts do allow the types of uses called for. The standards are likely to result in automobile-oriented development, which the Character Area description calls for in some areas, but which is out of place in older areas.

ZONING DISTRICT	ACRES IN CHARACTER AREA	% OF CHARACTER AREA
SINGLE FAMILY RESIDENTIAL - 9	42	20%
HUNTERS CROSSING COMMERCIAL P.D.	42	20%
COMMERCIAL - 1	39	18%
COMMERCIAL - 2	35	16%
SINGLE FAMILY RESIDENTIAL - 7	32	15%
GENERAL RETAIL	13	6%
LIGHT INDUSTRIAL	11	5%
GRAND TOTAL	214	100%

G

Industry

Character Area as established by the Comprehensive Plan

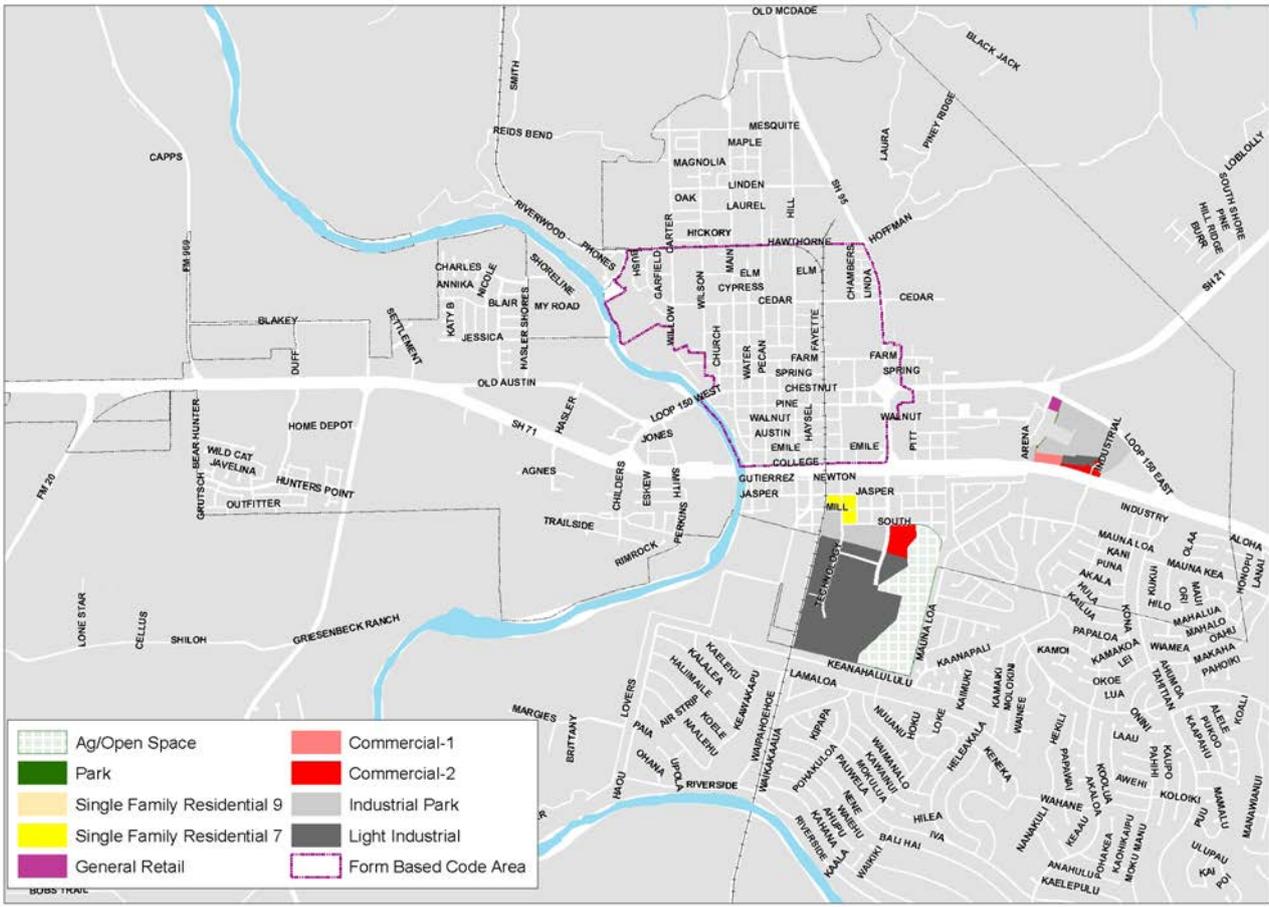
The Industry Character Area supports light industrial, and warehousing and distribution, land uses.

Activities within this Character Area include the assembly, production, and storage of finished products, and may require industrialized buildings of substantial size, as well as areas for outdoor storage. Primary land uses may be expected to generate high volumes of heavy vehicle traffic. The Industry Character Area may also support

some heavy manufacturing activity on a case-by-case basis, but only where performance measures on nuisances (e.g., noise, dust, light, etc.) may be mitigated.

The zoning composition is consistent with the intent of the district, as Light Industrial and Industrial Park make up the majority of the Character Area. The Agricultural/Open Space area shows that there is land available for new development.

ZONING DISTRICT	ACRES IN CHARACTER AREA	% OF CHARACTER AREA
LIGHT INDUSTRIAL	141	44%
AGRUCULTURAL / OPEN SPACE	85	26%
INDUSTRIAL PARK	68	21%
COMMERCIAL - 2	15	5%
SINGLE FAMILY RESIDENTIAL - 7	8	2%
COMMERCIAL - 1	4	1%
GENERAL RETAIL	2	1%
GRAND TOTAL	323	100%



Zoning in Industry Future Land Use

4 FINDINGS AND RECOMMENDATIONS

FINDINGS

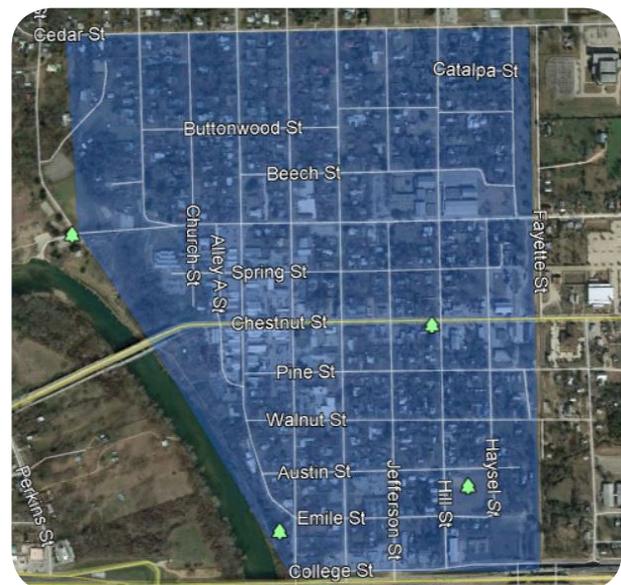
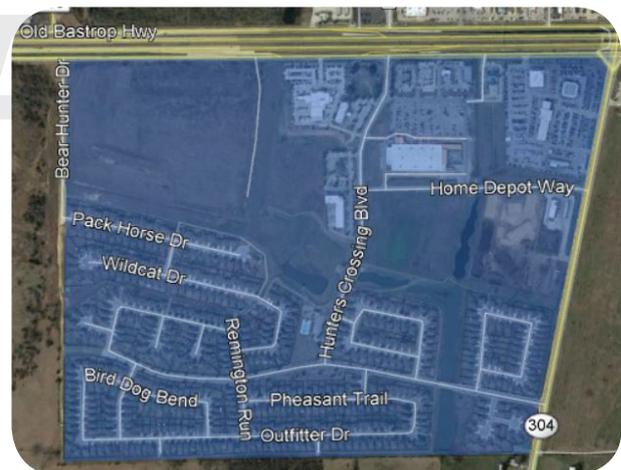
The findings in this section are based on a detailed review of Bastrop's zoning and sign regulations. The review was guided by the intent of the [Comprehensive Plan](#) and [Building Bastrop initiative](#) and examined more than just the technical aspects of the code. *Do the regulations create character areas with housing and transportation options? Do they ensure development honors Bastrop's authentic past? Do they prepare for a sustainable future?* Viewed through this lens, the shortcomings of the zoning and sign regulations are clear. They fall short of the vision for development set by the community.

This is evident in the built environment. As Bastrop plans for its future, it is important to recognize the variety of developments it has, why they were built in the manner they were, and plan how the City would like to build into the future.

- Comparing the DNA Analysis and the current code shows that Downtown Bastrop could not be built under any of the zoning districts outside the downtown FBC area.
- Furthermore, the developments being built under the current code are meeting the dimensional

standards and minimum development requirements under the codes.

Hunters Crossing is a development following the current codes. The top image illustrates how Bastrop might be built out under the current regulations. The shaded blue area in the 406 acres of land is a suburban configuration.

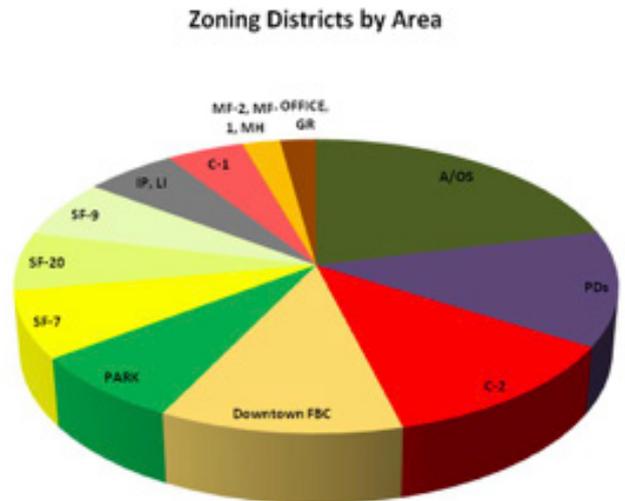


The bottom image is representative of 406 AC configured in a traditional

neighborhood development pattern. The development in the bottom image contains all the elements of the development as the suburban model but oriented into a gridded configuration.

GENERIC DEVELOPMENT STANDARDS

1. **The zoning ordinance** as written does not meet the vision of the Comprehensive Plan. The plan calls for development with authentic character at infill and contiguous locations. Moreover, the Plan sets out a Vision to preserve “our history and character while embracing progress.” Goal 5.5 is more explicit – “Enhance community character and design through the amendment of city land development regulations.” This development should have a variety of housing choices and transportation options. The findings that follow detail ways that the zoning code does not carry this out. Also, as outlined in the previous section, zoning in the Neighborhood Residential, Transitional Residential, and Neighborhood Commercial character areas conflicts directly with the intent of the character areas, and zoning within the Professional Services character area is only partially consistent with the area’s intent.
2. **Single-use district types and standards** are generic and create development that more closely



SOURCE: CITY OF BASTROP GIS

resembles new development in Austin and other cities than traditional Bastrop. The regulations fail to capture any element of Bastrop’s authenticity. Also, the Comprehensive Plan calls for mixed-use development in several Character Areas, and the single-use districts do not allow this or the standards make it infeasible.

3. **The code creates places that are better for cars than for people.** It requires developments to provide free convenient places for cars but does not ensure comfortable and interesting places for people. Parking dominates and drives design. Parking lots divide the public and private realms. Minimum parking requirements limit opportunity for infill development. Separations of uses requires people to drive from use to use and make walking and bicycling challenging. Buffer requirements

further disconnect and wall off uses. Minimum lot standards create long distances between residences and other uses.

INEFFECTIVE ZONING DISTRICTS

4. **Multiple districts** are unused or redundant.

Floating Zones – These zones exist in the ordinance, but there are no properties with any of these designations in the city. Furthermore, the standards in these districts make them unlikely to be used for development.

- 2F (Duplex)
- SFA (Townhouse)
- CBD (possibly one property)
- SF-8
- NS (Neighborhood Service)
- CT (Commercial Tourism)

Unused Zoning – Several zoning districts are applied to only one or two properties where development predates the zoning. No one has developed under them.

- MF-1
- MH

Similar Zoning – Several districts are not different enough to warrant separate classifications

- SF-7, SF-8, and SF-9 have only slightly different lot minimums

- C-1 and C-2 have only slightly different allowable uses
- GR and CT

5. **Residential Districts** do not allow for a variety of housing types and prices. Large lot sizes, setbacks, and unit sizes along with minimum parking requirements and 2 ½ story height maximums prevent a number of housing types.

POOR ORGANIZATION, USABILITY & OVERLY COMPLICATED CODES

6. **The ordinances are poorly organized, contain arbitrary requirements, complicated terms and the document is too long.** The lack of clarity and arbitrary code requirements leads to unpredictable outcomes and interpretations. An overreliance on text, the location of requirements in multiple sections, and lengthy sections such as the Land Use Matrix make it nearly impossible for the community, staff, and developers to identify what the character of development within each district will be. Items such as application requirements and exhibits are included in the ordinance, which adds to the complexity while limiting staff's ability to administer without modifying the ordinance. The terminology requires experts help to accomplish simple tasks that homeowners should be able to

accomplish. This could discourage investment in homes, businesses and overall good development in the city.

7. To work around the issues identified in topics 2 – 5, there has been an overreliance on Planned Development Districts (PDD). More land area with the City is zoned PD than any other zoning district other than A/OS (Ag/Open Space)
8. Differences between Downtown FBC and citywide zoning are confusing and unnecessary. Each has a separate development process, standards, and definitions. This makes the code difficult to use and subject to conflicts. More importantly, over time will lead to the two areas having very different character.
9. The sign code is overly long and complex, and despite this, standards may not ensure appropriate signage in context to the place types.

CODE RECOMMENDATIONS

Due to the major issues in the Codes it is difficult to recommend a series of short-term solutions to resolve the current code issues. Within the recommendations below there are short-term solutions provided, where applicable. However, it is possible to extract the key findings in the following “Review By Section” to create a series of immediate code fixes.

PLAN

1. **Develop a strategic approach** to implementing these recommendations. Due to limited resources, not all of these recommendations can be accomplished within a quick turnaround time.
2. **Develop a comprehensive zoning structure** that incorporates both the Downtown FBC and citywide zoning. A Hybrid Code approach could include both and eliminate duplicate and conflicting requirements and definitions.
3. **Differentiate between areas where the code should transform or enhance existing character.** Transformation Areas are places like vacant land or buildings, or auto-oriented areas where a more pedestrian-oriented character is desired. Enhancement areas are places that are already in good

condition, but would benefit from renovation of existing buildings or construction of infill buildings to round out the area. The code in these areas would be based on the existing character of the area to build on the strengths of the existing fabric, repair the areas that detract from it, and fill gaps in the fabric of buildings.

4. **Optional Short-Term Fix:** Geographic intent statements could be created for areas within character or transition areas. Also, provide 10% Planning Director Administrative Adjustment Allowance (AAA). The 10% AAA could be used for distances, dimensions, intensity, density or other items as determined in the drafting of the code section. This recommendation would provide more leverage for the Planning Department and allow the staff and applicant to work together to address and overcome issues.

CODE

5. **Create place-based standards.** The DNA Report provides the blueprint for the character of downtown Bastrop. With this as a starting point, establish standards by area that adopt or compliment this character. Use the Comprehensive Plan Character Areas and Transformation/Enhancement Area framework in #3, above, to guide coding.

6. **Develop neighborhood zoning districts which allow for a greater variety of housing** at all price points, lifestyle demands, and density types. This variety of housing should be found in diverse neighborhoods instead of generic developments and conventional subdivisions. Reduce minimum lot sizes and setbacks to increase developable area, and add form standards to ensure quality development. For example, instead of separating uses (single-family, multifamily, etc) and regulating intensity (units per acre), instead define allowable Building Types based on the context and character of the area.
7. **Revise requirements for Planned Developments** so that they are the rare exception instead of the default for development. Set higher minimum standards with a review criterion to establish reasoning for a PDD request.
8. **Revise sign standards** to make certain signage is appropriate for the context of place. For example, highway signage is not appropriate downtown due to the size and the design of roadway speed. Conversely downtown signage is not appropriate along the highway. The scale would be too small to read, the buildings are set back and don't communicate to

the users in the same manners.

CUSTOMIZE

9. **Clearly define zoning regulations and standards which match subdivision standards.** The numerical values would include, but not be limited to, setbacks, build to lines, lot dimensions, block dimensions, and more. Doing so would allow for code consistency without creating a full Unified Development Code (UDC).
10. **Ensure the code is useable** for the general public. Remove unused or unnecessary zoning districts and consolidate others that are substantially similar. Use plain language wherever possible. Use graphics to show standards, and consolidate requirements in tables.
11. **Create a Development Manual** for items such as application requirements, standard details, and others items identified in the Appendix. Develop an administrative process for updating the Technical Manual that allows for public review and Council oversight. As noted in the report these items are sprinkled throughout the existing codes and difficult to find, interpret and administer.

CONCLUSION

Bastrop has adopted policies, such as the Comprehensive Plan and the Building Bastrop initiative, that set a clear intention for growth and development. The city aims to stop rapid sprawl and instead focus on compact incremental and infill development, resilient green field developments, and enhancement of the core downtown. Development should maintain the unique character of Bastrop that is detailed in the Downtown DNA Analysis and achieve the goals of the Comprehensive Plan. The current regulations in place do not carry out this vision, however. The format and organization of the Code is complex and out-of-date, and the standards create generic automobile-oriented developments. The recommendations in this assessment mark the first steps in ensuring future development builds upon Bastrop's successful historical foundation.

NEXT STEPS

The DNA Analysis and Code Assessment are complete, but they are not finished. Next, these items will be presented to the community. These reports and the growth of the community require a real conversation. This work provides a place for this conversation to begin, because as the concepts and findings in the report are introduced to the public, their responses and feedback will inform the rest of the process moving forward.

New zoning districts and sign standards will be developed that carry out the intent of the community for development. The community will help to shape these regulations through a series of public events, called the Rodeos. There will be designated times for public conversations, stakeholder input meetings, design review, and public presentations with feedback loops from the outcomes. After the the Rodeos, a draft of updated regulations will be released for public review.

APPENDIX – A

REVIEW BY SECTION

This Appendix provides notes from a detailed review of Chapter 14, Zoning, and Chapter 3, Article 20, Signs. Although some notes are quite detailed, by no means should this be considered an exhaustive list of all possible issues and conflicts within these code sections. The intent of this review is to identify all major issues and to highlight others, when possible.

In the sections covering individual zoning districts, pictures of representative development are included to show the character that the standards create. In some districts where there are no examples of development, models are included that show the potential lot size, building envelope, and parking location.

ARTICLE 14.03 – HISTORIC LANDMARK PRESERVATION (ORD 2018-3)

The 2018 update resolved a number of issues in this section, including the creation of a process for local designation of Historic Districts and identifying a staff Preservation Officer.

For clarity and usability, much of this section could be incorporated into the portion of the Code dealing with overlays, since landmarks and historic districts function as overlays. Other sections may be relocated elsewhere – definitions with other definitions, functions of the Historic Landmark Commission along with P&Z and ZBA, etc.

ORDINANCE NO. 99-37, ZONING ORDINANCE

SECTION 6 – ZONING UPON ANNEXATION

Consider a provision to allow zoning to run concurrently with annexation. As currently written, annexation must be complete prior to initiating zoning. Running concurrently allows Council to consider the proposed use of the land along with the annexation. Property owners benefit from an expedited process as well as knowing the outcome of their zoning prior to coming into the city limits.

6.2 B. allows Council to authorize the construction of a project for a proposed use not allowed under the AOS zoning if the construction was commenced prior to annexation and Council finds that the land use is appropriate for the area. This provision is more lenient than the Local Government Code's Continuation of Land Use provision for annexation. Some potential drawbacks for the City include the creation of nonconformities, the requirement that the land use be "appropriate" is a

lower threshold than zoning and does not consider the Comprehensive Plan or other criteria.

Section 6.1 – Development Manual

Much of the “specifications and policy guidance” that could be included in a Development Manual are currently embedded in the Zoning Ordinance. This Code Assessment will identify these items as well as recommend other items appropriate for the Development Manual, which currently consists only of application forms.

This section references the Bastrop Advertiser. Change to “newspaper of general circulation and City’s website”

SECTION 7 – NONCONFORMING USES AND STRUCTURES

The only allowable expansion to a nonconforming use or structure is to add parking.

7.5 E – clarify that such expansions shall not increase or extend any nonconformity except as allowed by ZBA.

SECTION 9 – ZONING BOARD OF ADJUSTMENTS (ZBA)

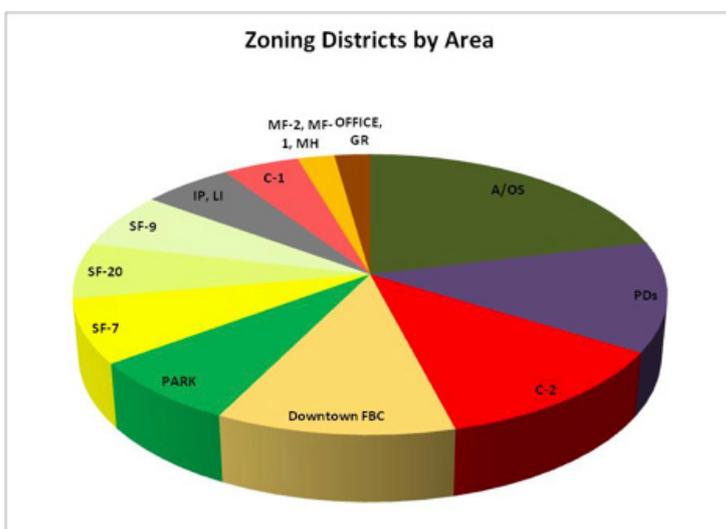
Section 9.7 – ZBA – Nonconforming Uses and Structures

Identify a process and criteria for expansion or enlargement of nonconforming uses, structures, etc. The procedure in Section 9.8 is specific to variances, and the criteria require findings that may not be applicable to nonconformities.

Section 9.9 – Appeals

This section grants authority for appeals broadly and not limited to zoning.

III. ZONING DISTRICTS



Source: City of Bastrop GIS

GENERAL TO ALL ZONING DISTRICTS

Organization – single-use districts ensure that development will be separated from homes, offices, and shopping, and will not foster a walkable environment.

The text-based layout could be more effectively shown in tables, graphics, and more concise text. Table A-5 begins to do this but is “for comparison purposes only and incomplete.” For example, all Area Regulations could be included in a table.

Each zoning district section contains a Permitted Uses subsection that references Use Charts in Section 36 and outlines additional uses as well. Incorporate all uses into a comprehensive Use Chart and remove the Permitted Uses subsection.

Several districts have what appear to be reasonable minimum lot width and depth. However, the minimum lot size is greater than the minimum width x depth, meaning that the functional minimum width or depth are larger than the actual minimum. For example, in the MF-2 district, the minimum width is 100' and the minimum depth is 125', resulting in a 12,500 square foot lot. However, the minimum lot size is 15,000 square feet, meaning that a lot that meets the minimum width and depth is too small to be legally platted.

Each zoning district section contains a Parking Requirement subsection and a reference to the complete parking requirements in Section 38. Some such as the multifamily districts contain additional parking requirements not found in Section 38. Compile all parking requirements and remove each individual Parking Requirements subsection.

Reference Parking Requirements and Permitted Uses in a “General to All Zoning Districts.”

Site Plan Requirements – SFA, O, CF, CT, C-1, C-2, IP, and LI refer to Section 42 for Site Permit requirements. MF-1 and MF-2 require a site plan at time of zoning. See note below. A “General to All Zoning Districts” section could require Site Permits for all appropriate development. Some non-single-family residential such as duplexes and townhouses may be exempted as appropriate.

Maximum Lot Coverage – limits the amount of primary and accessory buildings that can cover a lot. This both limits the most productive and positive use of property (building coverage) and does not regulate other harmful activities such as paving for parking. Recommend changing to impervious cover maximum determined by natural environment and drainage analysis.

Minimum Dwelling Unit Area – this is an unusual thing to regulate. Consider defining allowable building types by use with specifications and removing this requirement.

SPECIAL REQUIREMENTS

- Multiple districts contain the same restrictions on recreational vehicles, fencing, and open storage. Consolidate these.
- Multiple districts contain standards for side entry garages on non-corner lots. Incorporate this in more comprehensive parking location requirements.
- Swimming pool fencing requirements are listed in each residential section. These are also found in the International Residential Code, so they are unnecessary here. [Confirm – local amendment?]
- Sidewalks either “May be required” or “May be required as delineated on the Comprehensive Plan.” Clarify this and make mandatory, not only permissive.
- Roof Pitch – Buildings shall have a minimum 4:12 roof pitch if immediately adjacent to residential use. Why? And what is this accomplishing and what are you coding out?

SECTION 13 – AOS

Functions as the agricultural district, the placeholder zoning following annexation, and the zoning for public and civic uses.

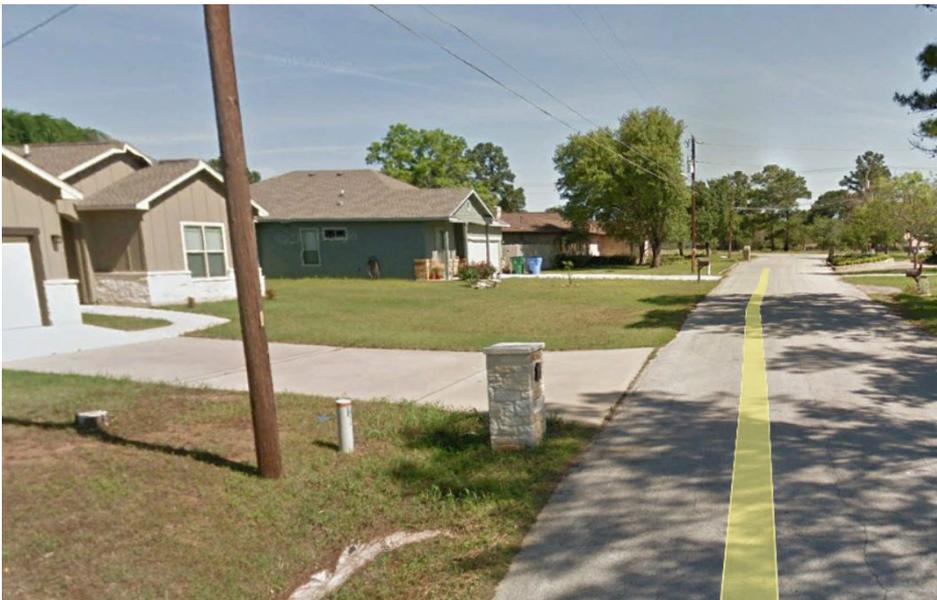
SECTION 14 – SF-20



SECTION 15 -17: SF-7, SF-8, AND SF-9



SINGLE FAMILY - 7



SINGLE FAMILY - 9

Sf-8 no properties are pictured, because none have this designation.

These districts are very similar, with only slightly different lot dimensional requirements. The only significantly different requirement is the minimum dwelling unit size. Consolidate these three districts and see Minimum Dwelling Unit Area discussion above.

7,000 square feet is a fairly large minimum lot size.

Multifamily and other zoning districts require SF-7 standards for single-family homes constructed within those districts. The large lot size, setbacks, and parking requirements prevent the type of single-family development that is more compatible with multifamily and other residential types.



Setbacks, building envelopes and parking on a minimum size 2F lot

SECTION 18 – 2F (DUPLEX)

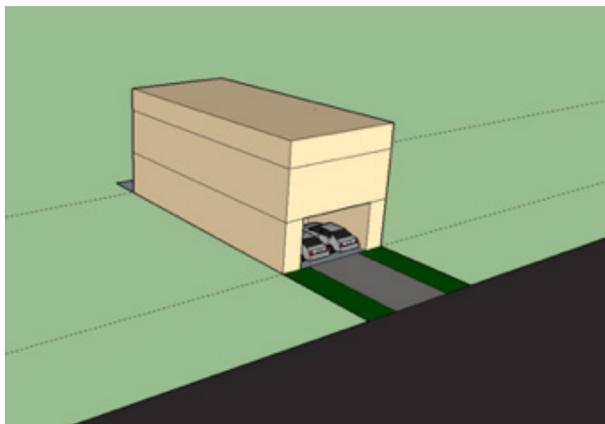
No properties designated in the city.

The duplex standards require 10,000 square foot lots with large minimum lot dimensions. This district is targeted for side by side units only and does not account for other types of duplexes.

The 25' front setback results in a suburban environment. The 10' side setback is larger than required for fire separation (10' total between buildings) and increases under utilized space between structures, which is more compatible with multifamily and other residential types.

Requiring two (2) covered spaces per unit is excessive in walkable areas where parking can be shared, or where there is on-street parking.

18.5 C. requires single-family homes constructed in the district to conform to SF-7 standards. This requires relatively large (7,000 square feet) lots and other suburban standards.



Setbacks, building envelopes and parking on a minimum size SF-A lot

SECTION 19 – SF-A (TOWNHOUSE)

No properties designated in the city.

25' front setback is excessive for townhouses and creates a suburban environment.

Requiring 2 minimum covered parking spaces is likely to result in a garage-dominated landscape. With 25' minimum lots, garages could account for 20' or 80% of the lot frontage.

On-site visitor parking is required for developments with 4 or more units. This

increases impervious cover and creates a suburban environment. On-street parking should be available for visitor parking.

The Open Space Requirement seems to apply universally with no minimum lot threshold. In addition to reducing the amount of land usable for housing, this requires the creation of a homeowner's association for maintenance, which would not typically be done for small developments to be sold as individual lots. This requirement appears to be in addition to parkland dedication requirements. Moreover, see the general discussion of Usable Open Space Requirement in Section 21.

SECTION 20 – MF-1 (QUADRAPLEX)

This district is targeted toward heavy auto uses and serves as a buffer from commercial. That is not a very conducive environment for humans. This district is named Quadraplex, but it actually allows multifamily development from 3 to 24 units (because of 2 acre maximum lot size). This zoning is rare (0.7% of the city), and there do not appear to be any developments built to these standards only vacant tracts and preexisting duplexes.

The MF-1, Multiple-Family-1 Residential (Quadraplex), District is an attached residential district intended to provide a residential density of not more than twelve (12) dwelling units per acre. The principal permitted land uses will include low-rise multiple-family dwellings on sites of less than two (2) acres. This District should be located adjacent to a major thoroughfare and serve as a buffer between retail/commercial development or heavy automobile traffic and medium or low density residential development.

15' side yard is required, which increases to 60' when a building greater than one story is adjacent to a single-family zoning district. Similarly, the rear yard setback increases to 80' when adjacent to a single-family zoning district. These are excessive considering that this district is intended for small-lot multi-family development and some single-family homes are two stories. A well-designed two-story triplex can be indistinguishable from a two-story single family home. This setback is especially unreasonable because of the 2.5 story height limit. Recommend more comprehensive and thoughtful compatibility requirements based on building design and site orientation.

Building separation is regulated in the International Building Code and does not need

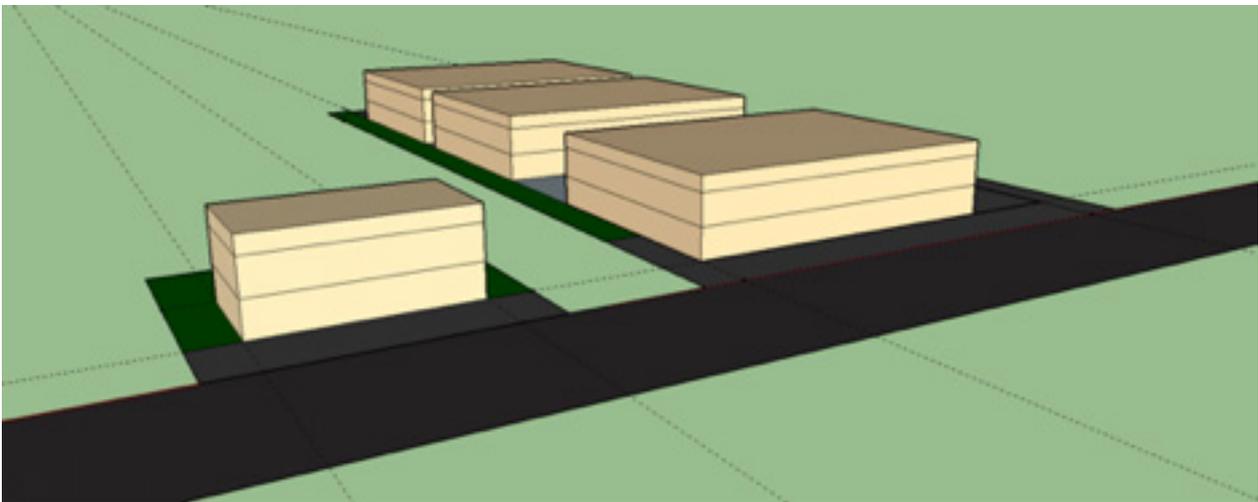
to be included.

Parking minimums are high and will result in suburban development.

A site plan and façade elevations are required with the zoning application. This puts a burden on property owners to produce plans that are likely to change once drainage and other site requirements are considered. It can also create a false expectation for neighbors about what is to be built. Recommend strengthening requirements for multifamily development to prevent negative impacts on surrounding properties. This would allow removal of the requirement for site plans and façade elevations at the time of zoning.

The 2.5 story height restriction limits the ability to build up and not out. Three-story buildings, if designed and situated correctly, can be an attractive and practical housing option.

20.6 E requires that the front door of each unit be no more than 150' from a fire lane. Recommend allowing public rights-of-way to meet this requirement as well as fire lanes.



Potential difference in size and scale for development on a minimum size lot (left) and a maximum size lot (right) in the MF-1 district.

SECTION 21 – MF-2

This is the highest-density residential district outside of downtown, allowing up to 25 units per acre. The minimum lot size (15,000 square feet) means that developments in this district will have a minimum of eight (8) units.

The 2.5 story height restriction limits the ability to build up and not out. Three-



Walnut Street

story buildings, if designed and situated correctly, can be an attractive and practical housing option, particularly in a city's most dense multifamily district.

As in MF-1, a 15' side yard is required, which increases to 60' when a building greater than one story is adjacent to a single-family zoning district.

Similarly, the rear yard setback increases to 80' when adjacent to a single-family zoning district. This is seemingly more justifiable in this district because it allows both more density and larger lots. However, no three story buildings are allowed in this district. A well-designed two-story apartment building can be indistinguishable from a two-story single family home, regardless of units per acre. Recommend more comprehensive and thoughtful compatibility requirements based on building design and site orientation.

Parking minimums are high and will result in suburban development.

As in MF-1, a site plan and façade elevations are required with the zoning application. This puts a burden on property owners to produce plans that are likely to change once drainage and other site requirements are considered. It can also create a false expectation for neighbors about what is to be built. Recommend strengthening requirements for multifamily development to prevent negative impacts on surrounding properties. This would allow removal of the requirement for site plans and façade elevations at the time of zoning.

21.6 E requires that the front door of each unit be no more than 150' from a fire lane. Recommend allowing public rights of way to meet this requirement as well as fire lanes. Moreover, if this restriction comes from the Fire Code, recommend removing and allowing the fire code to govern.

Each complex is required to have a pool and community building. This is impractical for smaller complexes (this district could allow developments with as few as 8 units).

Each complex is required to have Usable Open Space on-site. The amount of open space required depends on the number of bedrooms in the development,

and the open space must either be improved or meet minimum slope and other requirements. This seems to be in addition to parkland dedication requirements in the subdivision ordinance. This is impractical for smaller complexes (this district could allow developments with as few as 8 units). Furthermore, this requirement may be justifiable for large complexes that are far or disconnected from community recreational facilities, but for multifamily development that is near to existing or planned facilities, this requirement is redundant, increases project costs which are passed on as rents, and creates private facilities that are available only to the residents of the complex and not the surrounding neighborhood.

SECTION 22 – MH MANUFACTURED HOME DISTRICT



Main and Mesquite (Note: Development predates current

SECTION 23 – OFFICE DISTRICT (LOW INTENSITY)

As in the multifamily districts, the minimum side yard increases to 60' when a building greater than one story is adjacent to a single-family zoning district. This is contrary to the district's intent of adaptive reuse of existing structures,



Main Street

because many existing two-story structures are unable to meet this requirement. Recommend more comprehensive and thoughtful compatibility requirements based on building design and site orientation.

Dimensional standards are similar to NS–Neighborhood Service district, and the different allowable uses have similar impacts. These two districts do not need to be separate.

SECTION 24 – NS – NEIGHBORHOOD SERVICE DISTRICT

No properties designated in the city.

Height is limited to one story. Two-story office as well as live-work buildings can meet the intent of this district and should be allowed. This district has the same name as one of the Character Districts in the FBC.

The 25' front setback and high parking requirements will result in parking in front of the building. Development in this district will consist of strip centers and other suburban-style commercial.

Dimensional standards are similar to O – Office district, and the different allowable uses have similar impacts. These two districts do not need to be separate.



Settlement Drive

SECTION 25 – GR – GENERAL RETAIL DISTRICT

This district has the same dimensional and development standards as the highway-oriented commercial districts (C-1 and C-2) with fewer allowable uses. Despite the more limited uses, both the minimum lot area and

lot dimensions are large and, along with the other standards, could result in development that is out of scale with neighborhoods.

SECTION 26 – CBD – CENTRAL BUSINESS DISTRICT

This seems to be a floating zone that exists, but is not assigned to any area in the City since the adoption of the Downtown Form-Based Code. Ensure that all downtown standards are included in the Form-Based Code and remove this section.

SECTION 26A – CF – CIVIC FACILITIES DISTRICT

SECTION 27 – CT – COMMERCIAL TOURISM DISTRICT

No properties designated in the City.

Similar to the GR district, this district has highway-oriented commercial standards with a few less allowable uses.



Home Depot Drive

SECTION 28 – C-1 – COMMERCIAL (LIGHT) DISTRICT

This district and standards are almost identical to C-2. Only a few allowable uses and maximum building cover are different.



Agnes Drive

SECTION 29 – C-2 – COMMERCIAL (HEAVY) DISTRICT

Both C-1 and C-2 produce highway-oriented commercial development through parking minimums, setbacks, and lot sizes.



Industrial Blvd. (Note: Development predates current zoning code)

SECTION 30 – IP – INDUSTRIAL PARK DISTRICT



Business Park Drive

SECTION 31 – LI – LIGHT INDUSTRIAL DISTRICT

The LI and IP districts have the same dimensional and development standards and somewhat different uses.

OVERLAY DISTRICTS:

SECTION 32 – PD – PLANNED DEVELOPMENT DISTRICT

This section says the intent of Planned Development Districts (PDDs) is to provide new neighborhoods and services similar to those in the older parts of town. Have the PDDs successfully accomplished this?

Because the base zoning districts are extremely rigid, PD zoning offers almost unlimited flexibility. Unfortunately, this also leads to very little certainty about outcomes throughout the city. Also because development regulations are basically completely rewritten for each project, PDDs can take an enormous amount of time for the developer, the community, boards and commissions, and staff.

What is the rationale for the three (3) acre minimum?

B. 1. Detailed Site Plan Requirements should be the same as the requirements for base zoning districts, except that the plans must demonstrate compliance with the Conceptual Plan referenced in (A). This section is unnecessary.

32.5 Approval Process and Procedure – references the procedure for zoning amendments. No separate approval criteria for PDDs are provided. Considering the lack of certainty and the time associated with creating and reviewing PDDs, there should be a requirement for a compelling reason to consider PD zoning. This is particularly true if the existing zoning is consistent with the Comprehensive Plan.

32.9 Patio/Zero lot line homes are allowed only by PD. This is not likely to become a common housing type.

SECTION 33 – CUP OR C – CONDITIONAL USE PERMITS

Application/site plan requirements for CUPs could be moved to the Development Manual.

SECTION 34 – HILLSIDE OVERLAY DISTRICT

The intent is clear and necessary, but the applicability is unclear. It is not mapped and there is no applicability section. 34.4 Requirements are either advisory (“will be encouraged”) or vague (what is a “significant amount of vegetation“?). Section C is particularly problematic.

Slopes can change dramatically within a site, which would lead to multiple allowable densities throughout the site. Moreover, regulating the number of units per acre only indirectly affects the amount of development on slopes. For example, a large single-family house may have the same footprint as two small duplexes.

- C. Any development in areas designated as Hillside Overlay district will be limited only to densities conforming to the following:

Slope	DU/Acre
10%	3.5
15%	3.0
20%	2.5
25%	2.0
30%	1.5
35%	1.0
40%	0.5

A more direct approach such as limiting cut and fill and impervious cover on slopes would be more effective and enforceable.

USE REGULATIONS

SECTION 36 – USE REGULATIONS (CHARTS)

Reconcile with the use table in the Downtown Form Based Code.

The use tables are overly specific, defining numerous uses that could be combined.

Only a sample are detailed in this section, and more could be identified with the reconciliation with the Downtown Form Based Code.

Patio Home (Zero Lot Line Dwelling) is a defined use, but no other information is provided in the Code. This is a very specific housing type with a number of necessary standards. It is currently only allowed in PD districts.

Uses to Remove (either redundant or more appropriate in another section)– Off-Street Parking Incidental to Main Use, Temp Field Office/Const. Yard or Office Subject to Permit issued by Building Official, Tennis Court (Private)(No Lights), Local Utility Line, Telephone Exchange/ Switching/Relay or Transmitting Station, Amusement Arcade [both indoor and outdoor are included separately], School, Federally Funded Preschool Pgrm., Used Auto Sales, Dental Clinic/ Laboratory/ Office, Optician/Optomtrist, Real Estate Office

Fire, Police, Public Health, Municipal Bldgs/Fac are Conditional in Residential districts.

Garden or Orchard (Non-Commercial) are not allowed in MHO or PDD

Consolidate Water Reservoir Well/Pumping Station, Water stand Pipe/Elevated Water Storage [Storage], and Water Treatment Plant

Why would a private zoo be conditional in LI when a public zoo is allowed by right?

Consolidate School, Business and School, Commercial Trade

Consolidate Heliport and Helistop

Reconcile and consolidate all the Auto Repair uses

Consolidate Motorcycle, Auto, and RV Sale

Why would Mortgage/Loan Agency be Conditional in O when all other office uses are by right?

Retail and commercial uses are overly specific (Hobby Shop, Key Shop, Florist, etc) and some of the differences seem arbitrary. For example, Donut Shops are not allowed in CF, but Ice Cream Shops are. What is the difference between a Garden Shop and a Greenhouse/Plant Nursery w/Outside Display of Plants (Retail)? Consolidate.

DEVELOPMENT STANDARDS

SECTION 37 – EXTERIOR CONSTRUCTION REQUIREMENTS

Organization of this section could be improved. Definitions are in subsection A. Subsections B – D prescribe standards, but their applicability is unclear. C and D reference “approved materials,” but it is unclear what these materials are. Subsection D is followed by a non-enumerated section “Examples of currently allowed materials” which seems to contradict sections C and D by including the materials listed in C and D as only conditionally allowed.

EIFS is listed in the “Examples of currently allowed materials” but not addressed in the rest of the Section.

The residential Similarity Restrictions can blunt the impact of poor architecture by requiring variation of facades. They may also prohibit building types such as row



Example of Row Houses

houses, for which continuity of façade is deliberate and effective. The Section does allow for Planned Developments to vary from this requirement, but specific building types with other design requirements should be allowed to vary by right.

The materials allowed in Nonresidential Districts are very broad, including masonry, siding, wood, and glass. The main effect

of this seems to be prohibition of metal, unadorned concrete, and EIFS in these districts.

Nonresidential design standards do not regulate building orientation, entrances, transparency, articulation, or other architectural features.

SECTION 38 – OFF-STREET PARKING AND LOADING

Allow for alternatives to asphalt/Portland cement, especially if enacting an impervious cover maximum.

Striping requirements and the dimensional standards in D, and E, may be moved to

the Development Manual.

38.4

A. Loading space – necessary to regulate the number of berths?

C. Vehicular access to non-residential uses is not allowed from alleys serving residential areas.

E. No required parking shall be permitted on grass, landscaped or other impervious surface.

38.6 Parking Requirements Based on Use

A. – What is (5 min)?

Parking requirements are generally high and will result in suburban style development, excess impervious cover.

Similar to the Use Charts, a number of these can be consolidated (i.e. separate requirements for Hotel and Motel are unnecessary). Also, reconcile with requirements in the downtown FBC and uses in the Use Charts.

38.7 Rules for Computing Number of Parking Spaces

F – Shared parking requirements are very specific and not likely to be used often. Shared parking for uses with different peak demands allow efficient use of land, reduction in impervious cover, and reduced development costs. Consider a more broad allowance for shared parking. Also, shared parking should be allowed for mixed uses within the same building.

G – Compact spaces

H.– Expand the allowance for on-street parking to account for partial credit to areas outside the CBD.

I. This section is unclear.

J. This is overly complicated and unwieldy to enforce. Create a new section for alternative compliance and explore more effective reductions such as fees-in-lieu, mixed uses, location in a walkable/transit served area, off-site parking etc.

38.8 Location of Parking Spaces

Incorporate this section in a more thorough subsection outlining alternative compliance for parking.

B – Allow off-site parking administratively where appropriate criteria are met. Allow for distances greater than 150' if sidewalks and crosswalks connect the off-site parking to the site.

SECTION 39 – LANDSCAPE REQUIREMENTS

30% expansion is a low threshold for full compliance.

Single-family and duplex parcels must plant at least two trees. Clarify that at least one is required in the front yard. For smaller lots, especially with reduced front setbacks, one tree may be sufficient.

39.4 – Requirements for the landscape plan (A-K) can be relocated to the Development Manual.

39.5 does not seem to consider xeriscaping, requiring landscaped open areas to completely covered with living plant material.

39.5 I. Provides credit for preserving existing trees. However, credit is not proportional. For example, preserving a 47" caliper tree provides credit for 3 trees. Considering that the minimum caliper of new trees is 2", this credit amounts to 6" when 47" have been preserved. For larger trees, consider providing a more generous credit, in order to, incentivize retaining large trees, especially since there is no mitigation requirement (except in subdivision draft).

Since they are so critical to the character of Bastrop, consider additional requirements for pine trees such as additional mitigation trees and/or requiring that removed pine trees be replaced with pine trees.

39.6 – Minimum Landscaping Requirements for Nonresidential and Multi-Family

- B – A minimum 10' landscape buffer is required along any major thoroughfare. Although this makes suburban development more attractive, it is not possible to meet for Main Street type development. Consider allowing street trees or other improvements in furnishing zone to meet this requirement.
- E. Requires a 4' x 4' permeable surface under the dripline of new trees. This is too

small for trees to grow to a desired height.

39.7 – include a tree preservation standard detail in the Development Manual and reference.

SECTION 40 – ACCESSORY BUILDING AND USE REGULATIONS

This section is wordy and not clearly written. It contains redundant definitions, requirements for Conditional Use Permits that could be located in Section 33, and standards, such as setbacks, that could be included along with the other standards of the base zoning district. It limits size of accessory units, but not necessarily the number.

40.1 is a redundant definition.

40.3 – Permitted by Conditional Use Permit – the applicability of this section is unclear. Does it apply only to accessory buildings permitted by CUP? Accessory buildings < 240 square feet are permitted by right in most zoning districts. This should be clarified either in this section or in the use matrix.

SECTION 41 – FENCING, WALLS, AND SCREENING REQUIREMENTS

“Decorative Fence” is subjective and not defined.

SECTION 42 – SITE DEVELOPMENT PLAN REVIEW

This section would be more logically located with other zoning or permitting procedures.

B. 4 – CUP triggers site permit?

The review items listed in subsection E.

SECTION 43 – SUPPLEMENTAL REGULATIONS

Explanations for how to measure standards such as setbacks and building height are included in the section, but are easily overlooked. This information would be more useful if introduced along with the standards. Also, graphics would convey this much better than text.

43.4 Special Height Regulations allow Council to waive the maximum height requirements if criteria are met. A more proactive approach would be to use these

criteria to identify areas where additional height would be appropriate and zone them accordingly.

SECTION 44 – PERFORMANCE STANDARDS

Are the noise requirements necessary considering Article 8.06 of the City code?

SECTION 45 – OUTDOOR LIGHTING STANDARDS

45.99 allows City Council to waive the maximum light pole height, but 45.12 outlines a process for variances, which are heard by the Board of Adjustment.

Does Staff have the equipment and personnel to enforce these detailed standards?

Definitions appear in several sections – Historic in 14.03, exterior materials in 37.1, outdoor lighting in 45.6 General in A-3, Downtown FBC in Section 4.0. Resolve conflicts and consolidate wherever possible.

SECTION 46 – 49 PENALTIES AND NONCONFORMITIES

Conduct legal review in light of case law, since 1999.

A-4 APPROVED PLANT LIST

Would be more appropriate in a Development Manual

A-5 SUMMARY OF ZONING DISTRICT REGULATIONS

Update and complete this and include in the main zoning ordinance to replace unnecessary or duplicated text.

ILLUSTRATIONS

General – relocate to the Development Manual. Revise as necessary through code update.

Delete number 1. No floor area ratio requirements in the code.

DOWNTOWN FORM-BASED CODE (FBC)

3-ADMINISTRATION

Clarify the relationship of the Regulating Plan and Character Zones to zoning. 3.2 b. States that "Development standards not addressed in this ordinance shall be governed by the City of Bastrop Zoning Ordinance to the extent they are not in conflict with the intent or text of the DB-FBC Code." Clarify both the intent of this

and the specific items in the zoning ordinance to be regulated.

Section 3.3 prescribes a Development Review Process. This may be removed if redundant or updated if necessary based on how effective it has been since adoption.

4-DEFINITIONS

Review for consistency with definitions in the Zoning and Subdivision Ordinance. Add definitions for – Façade Designation, sign types, and others as necessary.

Side-entry garage – perpendicular and parallel are reversed.

5-SCHEDULE OF PERMITTED USES

Section 5.2, Conditional Use Permits (CUP), is a duplication of the process from the zoning ordinance. Instead of duplicating, citing a reference to the zoning ordinance would allow this section to be deleted, except for item j, which is an administrative provision that states CUPs approved prior to the FBC will remain in effect.

Table 5.1 Schedule of Uses – now that the FBC has been adopted and administered for several years, review the list of allowable uses and identify potential updates based on feedback received from the community, property owners, and developers. City Staff should have insight on this. For example, staff has identified that schools, libraries, community/civic facilities, and religious institutions require a CUP in all character zones, including the Civic/Cultural Arts Zone.

6-BUILDING FORM AND SITE DEVELOPMENT STANDARDS

Several sections mention alleys and require them to be used when feasible. Are alleys available for access in these areas?

6.1.i – Requires a license agreement for any encroachment in the right-of-way, such as canopies and awnings. Develop a standard license agreement template to be processed administratively for license agreements for arcades, galleries, and balconies with only special cases going to Council.

6.2 – 6.6 Building Form and Site Development Standards – The code ensures that infill development will be appropriate in the highest priority areas (Historic Main St/Primary Frontages), but it does not ensure that surrounding development will be. Said another way, the code preserves existing character but does not enhance it. This is because requirements vary greatly depending on Frontage Designation. Primary Frontages are strict but result in the desired form. Secondary Frontages

provide additional flexibility but may still result in the desired form. General Frontages provide little assurance about the outcome. An examination of the specific requirements and a site study make this clearer.

The two properties at the western side of the intersection of Pine and Water are in the Downtown Mixed Use zone on a General Frontage and are both currently surface parking lots. The Downtown Mixed Use district is intended to “encourage compatible mixed use redevelopment” and to maintain “a pedestrian orientation and continuous building context.” Development on these sites meeting this intent would look similar to that on Main Street: buildings near the sidewalk forming a continuous street wall, with parking located to the rear as shown in the figure on the left.



However, the standards in the General Frontage areas do not require this. There is no maximum setback and no Building Frontage requirement. Parking is only required to be set back 6’ from the right of way. This allows suburban-style development as shown in the figure to the right. Development in this style at this location would represent an enormous missed opportunity to carry the character of Main Street outward.

This issue is not isolated to this particular site. General Frontages are the most common Frontage Designation and are found throughout downtown, including in the core area. The type of development in the first figure may be acceptable at the edges of downtown near highways but if widespread would be detrimental to downtown’s character. The following Character Zone/Frontage Type combinations may need to be reevaluated in the context of the Regulating Plan to ensure the intent of the code is carried out:

- HMS/Other Streets
- DMU/General
- C/CA/General

- MU/Secondary and General
- Live-Work/General

9.0 SIGN STANDARDS

This section provides dimensional standards that are generally appropriate. Several items could be clarified, and some additional standards related to things such as sign placement could result in better outcomes.



9.3 Permits eight types of signs.

The primary sign allowed throughout downtown is an “Attached Building Sign.” However, this term is not defined in the FBC, and there are no graphics to show what types of signs are included in this category. It is unclear whether this includes only wall signs attached directly to the façade, or also signage

attached to canopies or awnings. There are no placement standards for Attached Building Signs, which could result in signage being placed over windows or in other inappropriate locations.

Graphics showing sign types and placement requirements would help clarify this section.

Street Cross-Sections

Identify on the Regulating Plan where each cross-section is intended. Revise as necessary.

The Head-In Parking Street seems to show 90° on-street. This is not desirable because of the maneuvering space required. Remove this cross-section or replace with an alternative if a cross-section with these dimensions is necessary. Options include 30° parking, parallel parking on that side with bicycle lanes on both sides, or parallel parking and a median.

Misc.

The FBC was intended to replace the CBD zoning district, but the FBC area in the adopting ordinance did not include all properties zoned CBD. This property should either be included in the FBC or otherwise appropriately rezoned.

CHAPTER 3, ARTICLE 20, SIGNS

General

The Downtown FBC supersedes this Chapter. All references to the CBD and other conflicts with the Downtown FBC should be updated for clarity and consistency. This is an extremely long and detailed sign code, particularly for a city the size of Bastrop.

3.20.008 Definitions

This section has its own set of definitions. There are 54 sign types defined.

Definitions are not consistent with the Downtown FBC. For example, a blade sign as defined in the Downtown FBC is a projecting sign in this section.

3.20.007 Sign Categories

This section defines categories by zoning, so any additional or deleted zoning districts will have impacts on signage requirements.

References the Central Business District (CBD) zoning district that was replaced with the Downtown FBC.

3.20.008 Exempt Signs

This section exempts public warning and government signs from permitting, but they still must meet the standards of the article, which may not be possible in residential sign categories.

3.20.011 Sign Illumination

Subsection (5) regulates electronic message signs by requiring that the signs be no brighter than necessary and not too bright to interfere with traffic. No range of allowable NIT or other measurement is provided for these requirements. This section is subjective, unclear for applicants, and challenging to enforce.

Subsection (5) (E) provides a maximum foot candle measurement and a formula to measure it. Foot candle is an indirect and complicated metric because a foot candle measures how much light is falling on a surface. There is no standard for NITs. NIT is a unit of brightness emitted from a luminous surface. It is a more direct and less complicated method to measure brightness.

3.20.015 Standards for Permanent Signs

(1) Awning/canopy signs

(B) References CBD

(D) requires the awning itself to maintain a minimum 9' clearance over the sidewalk. Awnings/canopies are not inherently signage so regulating them in this section is unusual, and this would prohibit a small sign on a lower canopy even if it met the 8' clearance.

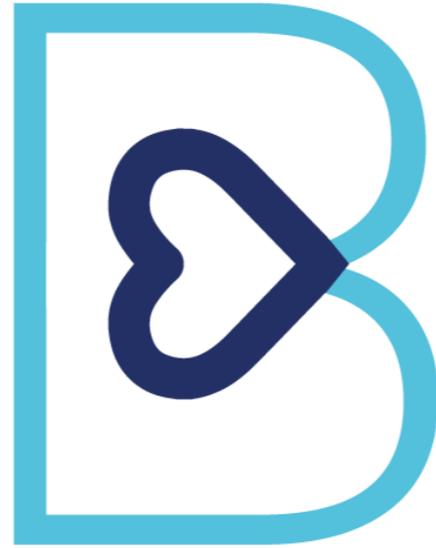
Items (7) and (8) reference the CBD

(12) Projecting signs are required a minimum 9' clearance, when hanging signs require only 8'.

3.20.016 Sign Dimensional Standards by Sign Category

This section establishes maximum sign dimensions based on the Category, i.e. zoning, of an area. Some standards in this section are clear (24 square feet, 6' height max). Others are very complex, particularly in the Business Category..

DRAFT



BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.

PLANNING FOR OUR SUSTAINABLE FUTURE.

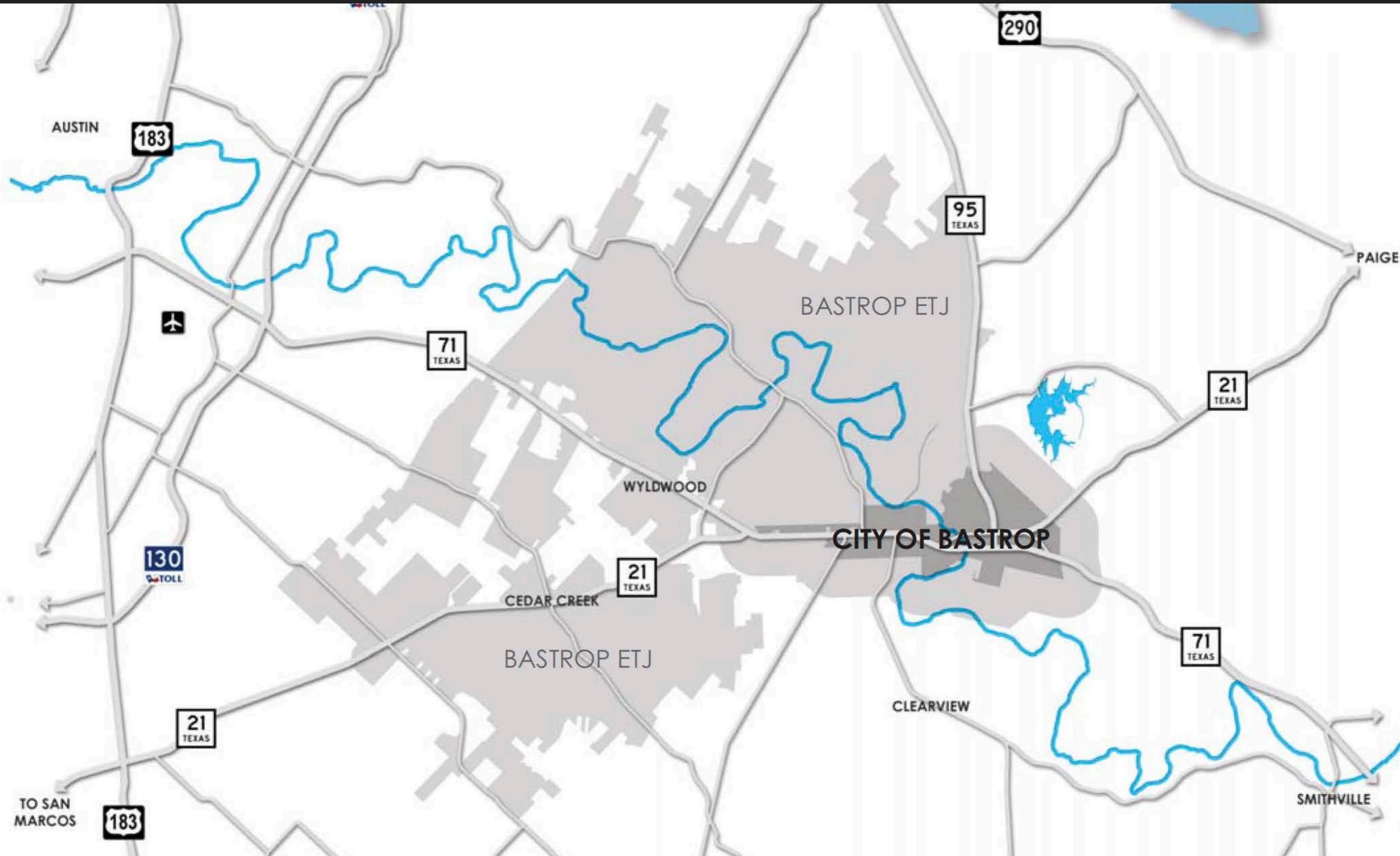
BASTROP DEVELOPMENT CODE

ASSESSMENT REPORT



**A HUNDRED YEARS
AFTER WE ARE GONE
AND FORGOTTEN, THOSE
WHO NEVER HEARD OF
US WILL BE LIVING WITH
THE RESULTS OF OUR
ACTIONS.**

**Oliver Wendell Homes, U.S.
Supreme Court Justice**



AUSTIN

183



71
TEXAS

130
TOLL

21
TEXAS

CEDAR CREEK

BASTROP ETJ

21
TEXAS

TO SAN MARCOS

183

290

95
TEXAS

BASTROP ETJ

WYLDWOOD

CITY OF BASTROP

CLEARVIEW

21
TEXAS

PAIGE

71
TEXAS

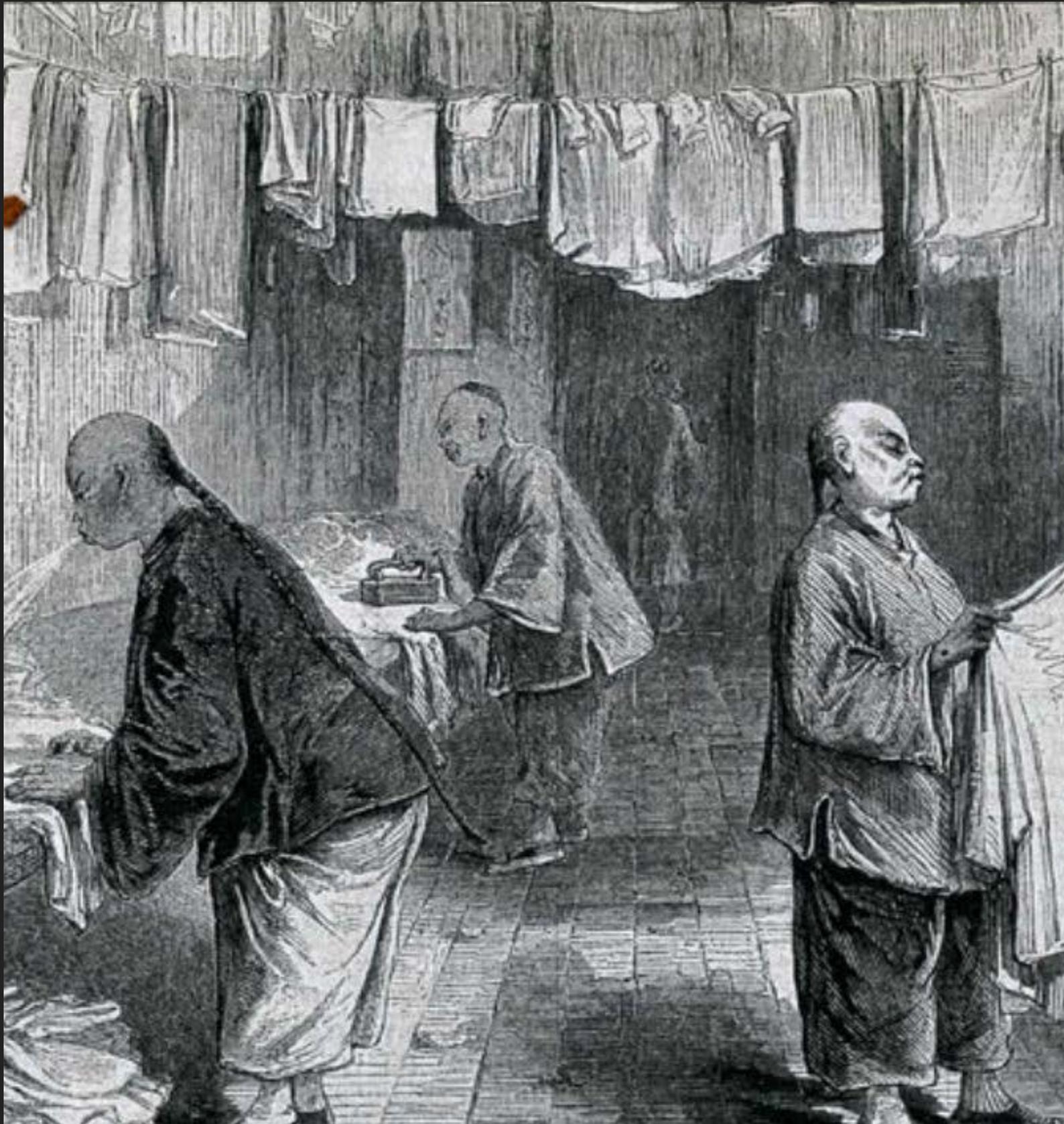
SMITHVILLE



ZONING

HISTORY

ZONING HISTORY



Zoning has historically been used as a tool to exclude types of business or types of people.

SAN FRANCISCO, 1885

MODERN ZONING CODES

- ▶ Auto dominant regulations
- ▶ Design is an after thought:
Placelessness
- ▶ Separation of uses
- ▶ Limited housing choices
- ▶ Expensive infrastructure
- ▶ Arbitrary regulations





DEVELOPMENT OUTCOMES:

DEVELOPMENT OUTCOMES: STREETVIEW



DEVELOPMENT OUTCOMES



**DEVELOPMENT CODES ARE
MORE THAN TECHNICAL
STANDARDS; THEY DETERMINE
THE FUTURE OF OUR CITIES.**

M@ Lewis

ZONING OF THE

FUTURE

ZONING OF THE FUTURE

The next generation of zoning codes will be used to repair the built form of our cities.

- ▶ Reconnect people to services
- ▶ Reinvest the existing infrastructure.



PLACE TYPE ZONING

- ▶ Buildings and street type align to create adaptable places
- ▶ Encourage creative businesses and uses of spaces
- ▶ Places are comfortable and provide options
- ▶ Allow for cost effective incremental changes
- ▶ Connect residents to services through infill development
- ▶ Create places worth caring about



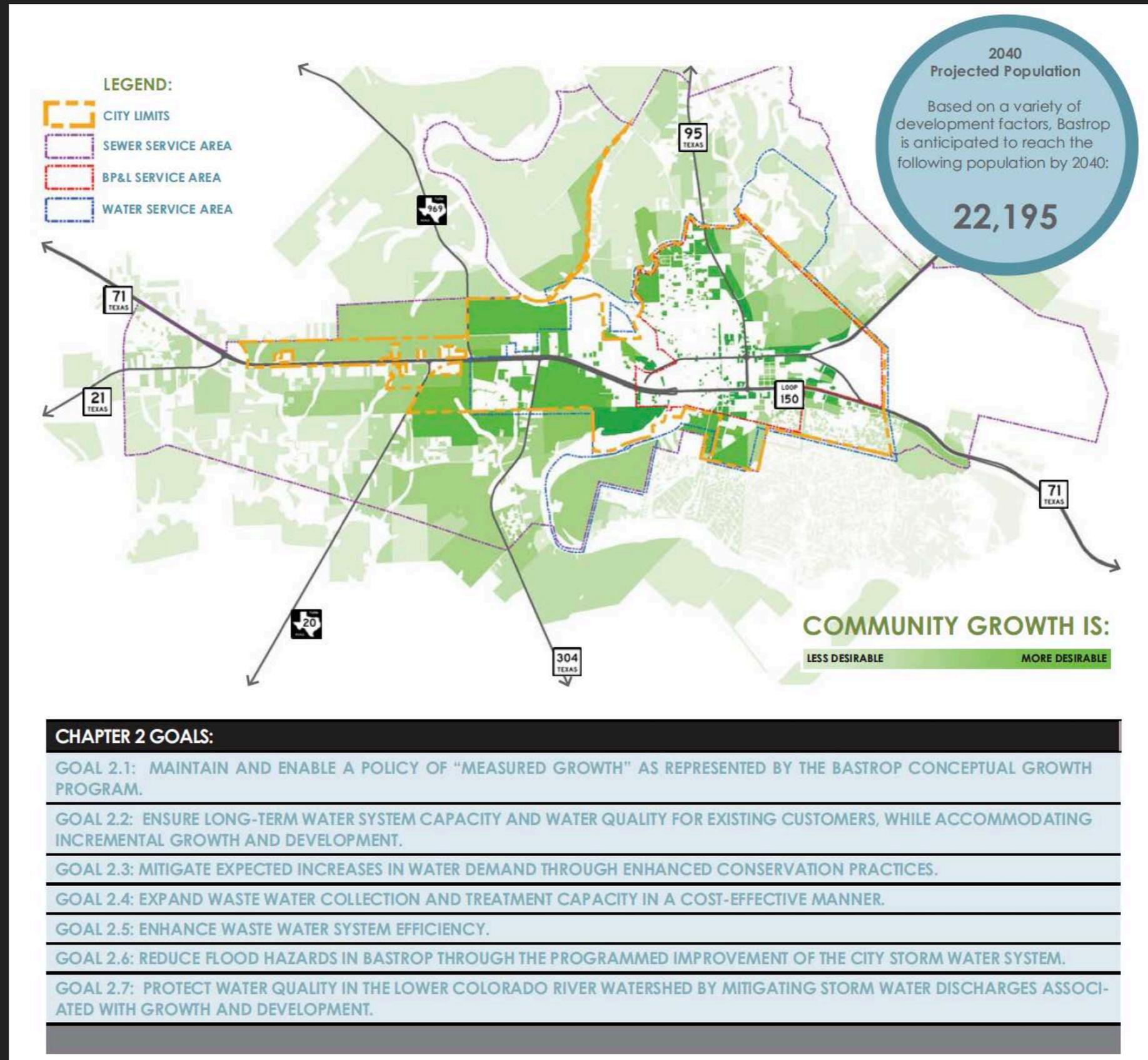


THE ZONING CODE

AND THE COMPREHENSIVE
PLAN

ZONING CODES & THE COMPREHENSIVE PLAN

The bold goals of the Bastrop 2036 Comp Plan require strategic policies, intentionally focused on removing the historic obstacles of the zoning code.



ZONING CODES & THE COMPREHENSIVE PLAN

The 9 Plan Elements of the Comprehensive Plan



1. PLANNING CONTEXT AND VISION. Sets the context for Bastrop's long-range growth and development by presenting the purpose and function of the Comprehensive Plan, documenting community participation, and providing a community vision.



2. GROWTH, ANNEXATION, AND INFRASTRUCTURE. Identifies preferred community growth policies, and evaluates Bastrop's ability to accommodate new development and/or redevelopment with existing and planned utility infrastructure and services.



3. PUBLIC FACILITIES. Anticipates public facility space needs and priorities based on staffing and demands. Utilizes population growth projections to "right size" City resources in accordance with anticipated community needs.



4. HOUSING AND NEIGHBORHOODS. Assesses the local housing market and the condition of City neighborhoods; and, evaluates city ordinances and regulations, and their impact on housing development, community form, and land use compatibility.



5. LAND USE AND URBAN DESIGN. Evaluates current land uses, development, and community image; and, proposes the form and function that future land uses should take throughout the City's various districts, corridors, and neighborhoods. A key component of the chapter is the Future Land Use Program.



6. TRANSPORTATION. Relates the companion Bastrop Transportation Master Plan to the other Comprehensive Plan chapters to ensure that the implementation of transportation network and facility recommendations is context sensitive and weighed with other community needs. A shared component of both documents is the Major Thoroughfare Program.



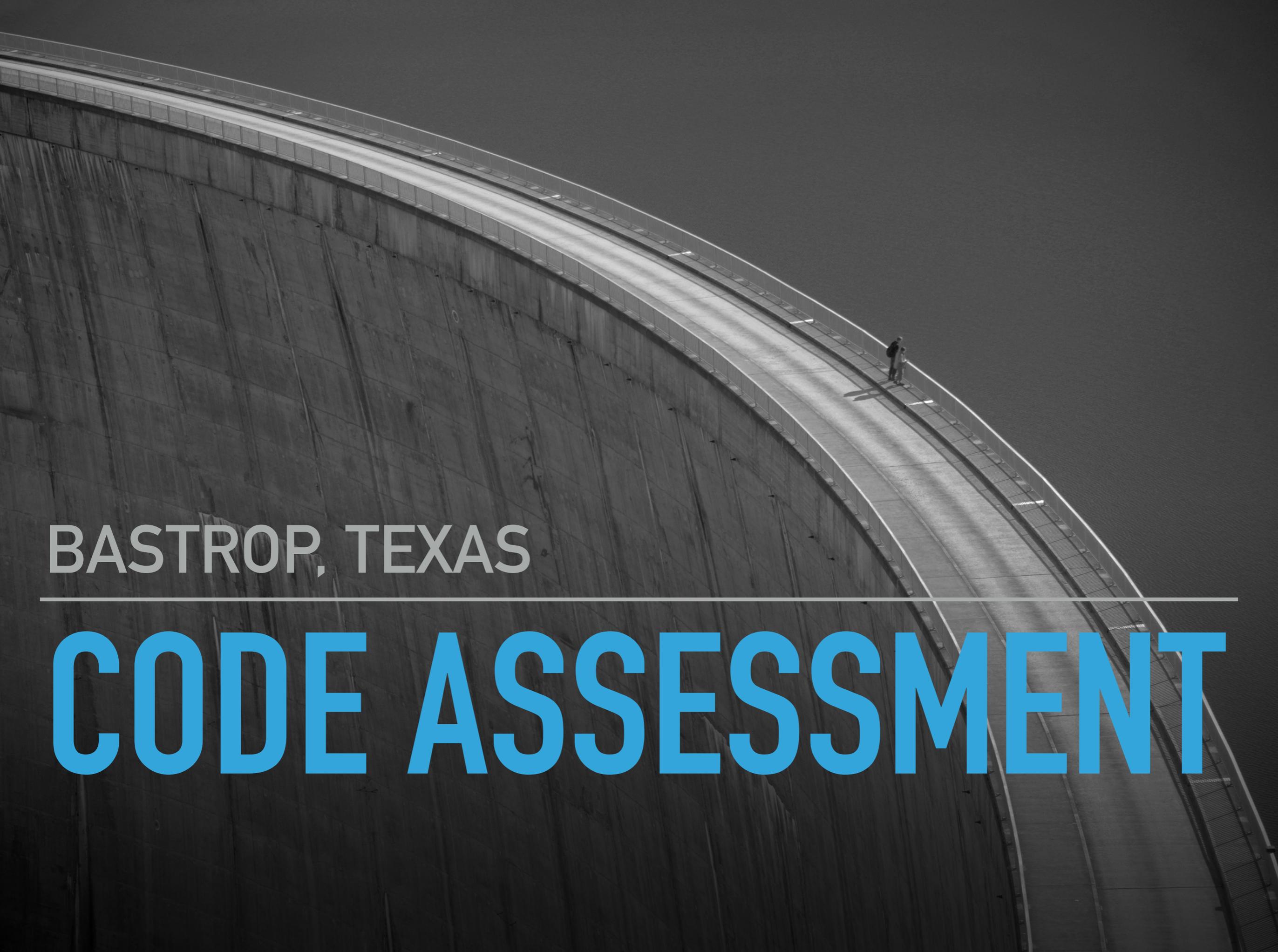
7. PARKS AND RECREATION. Evaluates the City's current park facilities and recreational opportunities, and identifies preferred short-term investments, as well as long-term needs to account for anticipated growth.



8. CULTURAL ARTS AND TOURISM. Suggests methods to diversify and develop the City's tourism economy, with emphasis on facilities and programs that enhance the quality of life for full-time residents of the City.



9. IMPLEMENTATION. Identifies the organizational structure and methods by which Comprehensive Plan policies and recommendations will be implemented, and how the document will be administered and maintained.



BASTROP, TEXAS

CODE ASSESSMENT

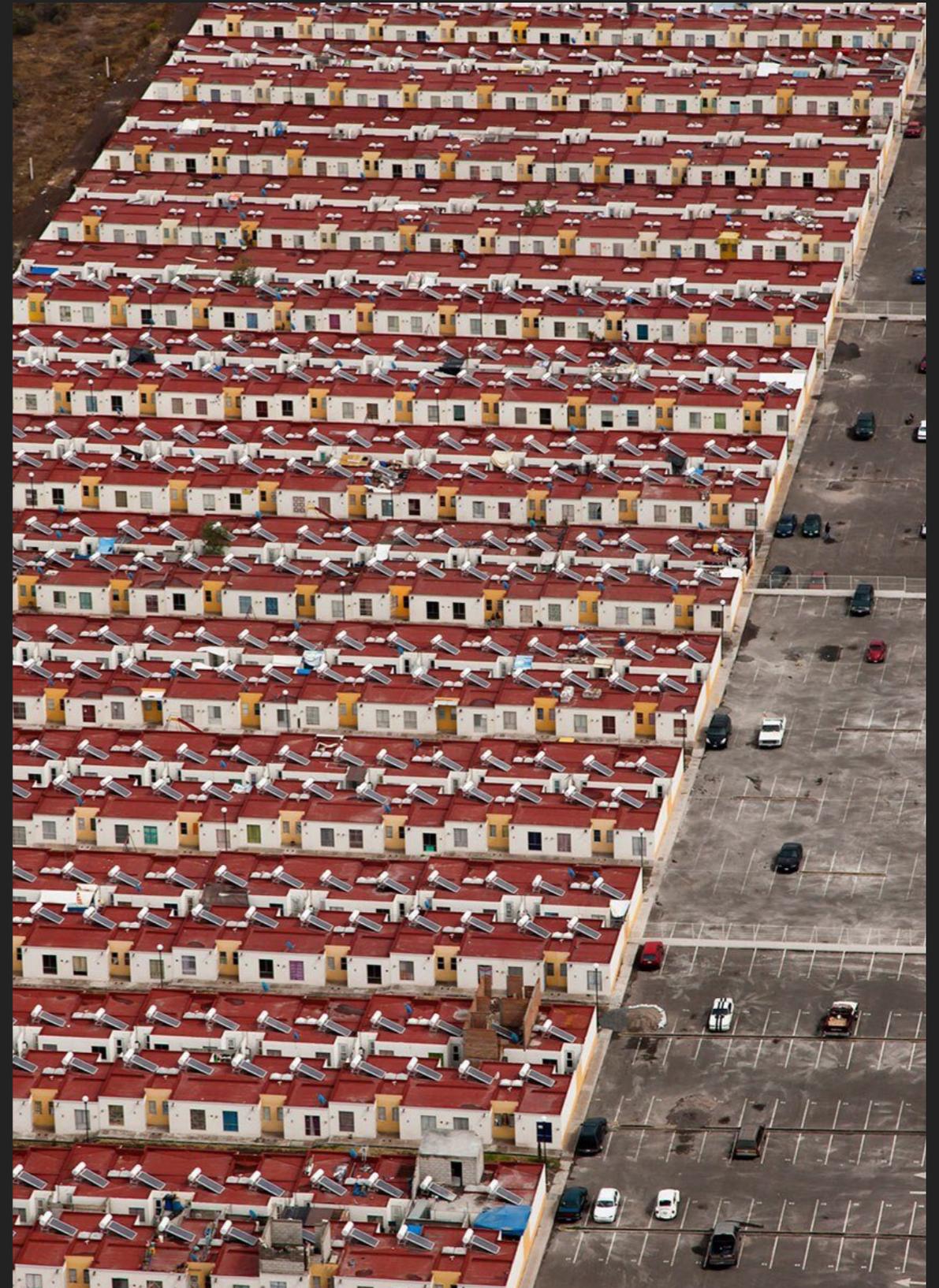
SPECIFIC FINDINGS

- ▶ 1. Generic & ineffective zoning districts
- ▶ 2. Codes conflict with comp plan
- ▶ 3. Codes creates places for cars; not people
- ▶ 4. Lack of housing choice
- ▶ 5. Difficult to use and administer
- ▶ 6. Poor design standards
- ▶ 7. Complex sign code and it is not context sensitive



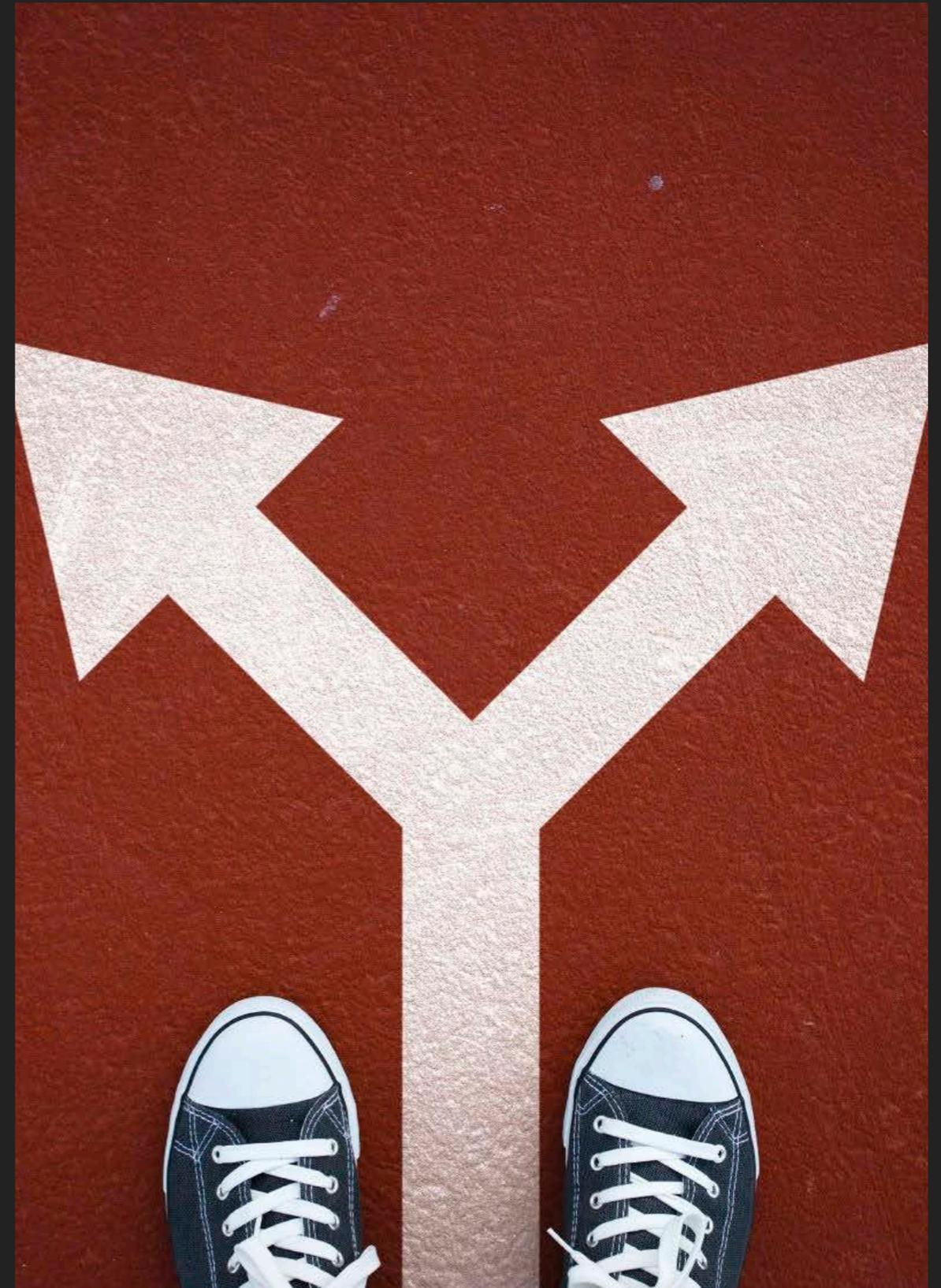
GENERIC & INEFFECTIVE ZONING DISTRICTS

- ▶ One-size fits all standards for variety place types
- ▶ Traditional neighborhood development is not allowed outside Downtown
- ▶ Zoning districts create anywhere USA
- ▶ Innovation not allowed by the generic and stringent zoning standards
- ▶ Single use districts create subdivisions and stripe centers rather than neighborhoods with retail uses.



CODE CONFLICT WITH COMP PLAN

- ▶ The comp plan calls for a diverse housing mix and neighborhood-centric places
 - ▶ Code designs disconnected places through generic standards
 - ▶ The comp plan vision calls for the preservation of history and character while embracing progress
 - ▶ The code is not aligned with this statement and does not allow for the creation of places representative of the City's history. (Other than the Form-Based Code)
 - ▶ The plan calls for a series of transportation options
 - ▶ The code does not create places which support transportation options due to the large scale infrastructure requirements, parking locations and requirements, and the requires a separation of uses
-



PLACES FOR CARS

- ▶ Parking dominates and drives design
- ▶ High parking requirements for small compatible infill.
- ▶ Separation of uses ensure people drive from use to use
- ▶ Buffer requirements guarantee uses are discontented and walled off
- ▶ Minimum lot standards create long distances between residential districts to other uses.



LACK OF HOUSING CHOICE

- ▶ Code only allows SF houses on large lots: 7,000 Sq. Ft. lot minimum
- ▶ Multi Family standards only allow for garden apartments in 2 density types
- ▶ Allowed in Multi Family zoning districts but cannot be built due to design regulations: Duplex, Triplex, Quadraplex, 6-plex, 8-plex, tiny homes, small groups of condos or townhouses
- ▶ MH only allows for HUD manufactured homes. Not other small/tiny homes, with or without wheels



LACK OF HOUSING CHOICE

- ▶ MF standards require all units be gated and located on private drives
- ▶ Site and facade elevations required at the time of zoning. (The design standards don't require quality design)
- ▶ Usable open space requirements don't necessarily create useable open space
- ▶ The spatial dimensions create a large low density product on large parcels of land
- ▶ Intended to be buffers between SF and C or I, not integrated into community



CODE ASSESSMENT: SPECIFIC FINDINGS

CODES ARE DIFFICULT TO USE AND ADMINISTER

- ▶ The code standards and requirements are not easy to locate or administer
 - ▶ Some of the standards are actually located in the definitions.
- ▶ The terminology and multiple definitions may create conflicts and make the code hard to interpret.
- ▶ The document is primarily a text document and use few tables to explain code intent.
- ▶ The use table is overly comprehensive and define uses and standards which should be consolidated.
- ▶ Parking requirement is long complicated and does not align with the use tables.
- ▶ The layers of requirements don't often match
- ▶ Shared parking section is complicated and difficult to achieve.

21.4 - AREA REGULATIONS:



A. *Size of Lots:*

1. *Minimum Lot Area* - One thousand, seven hundred twenty-five (1,725) square feet per dwelling unit, not to exceed twenty-five (25) dwelling units per acre (calculated on gross acreage). The minimum lot size shall be fifteen thousand (15,000) square feet.
2. *Minimum Lot Width* - One hundred feet (100').
3. *Minimum Lot Depth* - One hundred twenty-five feet (125').

B. *Size of Yards:*

1. *Minimum Front Yard* - Twenty-five feet (25').
2. *Minimum Interior Side Yard* - Fifteen feet (15'); sixty feet (60') when building is in excess of one story in height and adjacent to a Single-Family Zoning District.
3. *Minimum Exterior Side Yard* - Fifteen feet (15').
4. *Minimum Rear Yard* - Thirty-five (35'); eighty feet (80') when the building is in excess of one story and adjacent to a Single-Family Zoning District.
5. *Building Separation:*
 - a. *Walls without openings* - one story, fifteen feet (15), two stories, twenty feet (20') between walls without openings (windows or doors).
 - b. *Walls with openings* - one story, twenty-five feet (25), two stories, thirty-five (35') between walls with openings.

C. *Minimum Area per Dwelling Unit:* Six hundred (600) square feet per unit.

DESIGN AND CONSTRUCTION STANDARDS

- ▶ Only Commercial buildings have material requirements
- ▶ No orientation standards, entrance, transparency , or articulation requirements on buildings
- ▶ Rowhouses are outlawed
- ▶ Material lists conflict
- ▶ All commercial building must be fenced or walled off from other uses
- ▶ With good design standards these uses could be improved and part of the adjacent buildings



COMPLEX SIGN CODE

- ▶ The sign code is overly wordy and extremely complicated
- ▶ There are 54 sign types defined and several don't have visuals explaining the intent
- ▶ Each sign type varies by zoning district and has different standards in each area, all while varying by the cumulative building size and by the speed of the road
- ▶ It's the most complicated sign code in the region and the results are questionable





FROM EUCLIDIAN ZONING

TO PLACE TYPES

ZONING THE FUTURE

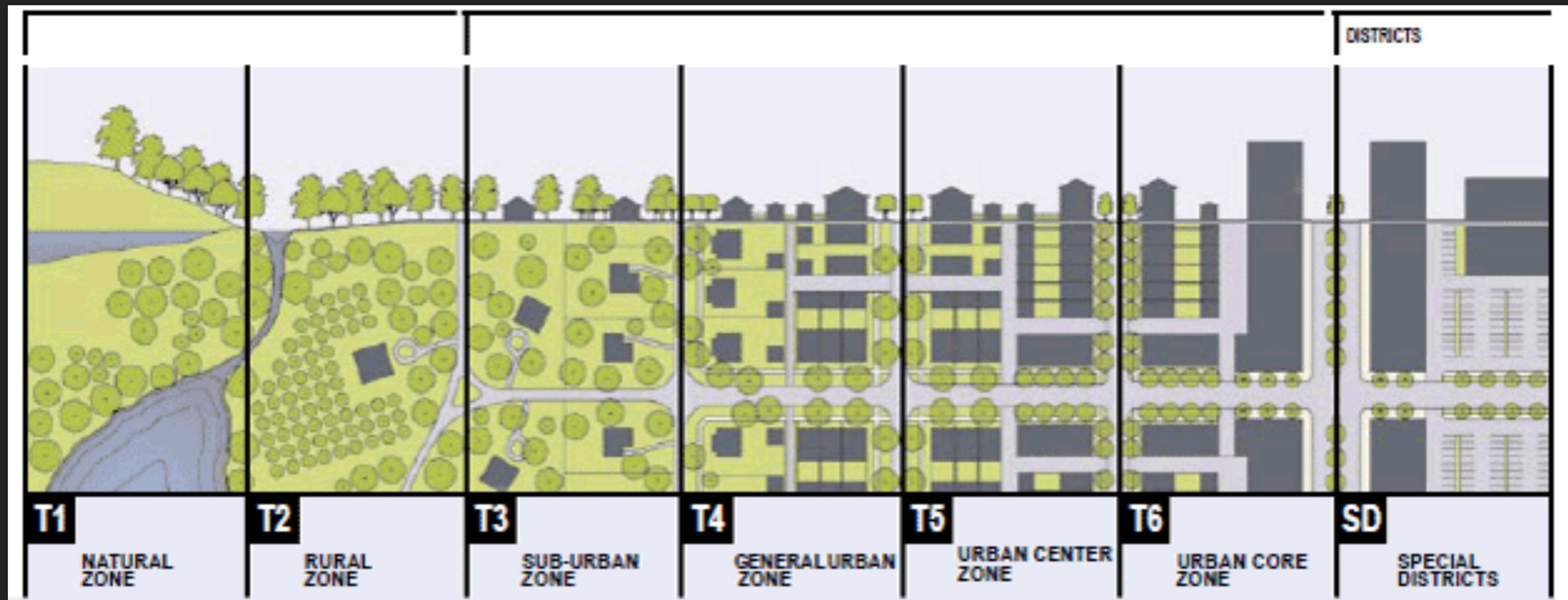
- ▶ Align place types, street types, and zoning districts
- ▶ Code standards are logical and remove arbitrary requirements
- ▶ Provide flexible standards to match the various land conditions
- ▶ Community goals drive zoning and mapping of the new code
- ▶ User friendly zoning code for staff and the development community

PLACE TYPES CREATE HOUSING DIVERSITY



DEVELOPMENT IN THE RIGHT PLACE

- ▶ The Transect Zone spectrum reflects how the context of development should gradually transition from natural (T1) to very dense and urbanized (T6). Land use and development within the city should be planned in a manner that follows these transitions and minimizes situations where conflicting zones are adjacent to one another.





THE RIGHT FIT FOR

BASTROP CODE

ZONING CODE RECOMMENDATIONS

- ▶ Place type and geographically sensitive standards
- ▶ Align infill standards with existing patterns
- ▶ Introduce new and old development patterns back into the City
- ▶ Traditional Neighborhood Development
 - ▶ Blocks formed by a gridded network of streets: Downtown pattern of development
- ▶ Cluster Land Development
 - ▶ Development is clustered to provide more open-space and preservation areas. Uses may be separate but within close proximity to the residential area
- ▶ Village Development
 - ▶ A series of dense mixed use centers connected by small streets and paths containing retail, services, and residential



NEXT STEPS

- ▶ Use gathered information from the existing code, the comp plan, community input, staff input, and Downtown DNA to begin drafting new code standards
- ▶ Determine appropriate areas for preservation, transformation, and redevelopment
- ▶ Begin translation of districts
- ▶ Begin consolidation of sign types and standards

NEXT STEPS

The Rodeos

The Design Rodeo

November 29-30

The Code Rodeo

December 13-14



BUILDING BASTROP

HONORING OUR AUTHENTIC PAST.
PLANNING FOR OUR SUSTAINABLE FUTURE.

simplecitydesign.

ENGAGE COLLABORATE DESIGN CODE



**SAVE THE DATE FOR A
BUILDING BASTROP DESIGN RODEO**

November 29 & 30 | 924 Main Street

Mark your calendars and plan to join the City of Bastrop for a fun and interactive discussion about growing the authentic Bastrop design we all know and love! There will be several opportunities to engage and collaborate with City staff and the Simplecity Design team over the course of both days; specific times will be shared soon. Attendees will see examples of Bastrop's updated building codes and have a chance to ask questions, provide feedback and more.

LEARN MORE

CityOfBastrop.org/BuildingBastrop
BuildingBastrop@cityofbastrop.org | 512-588-8181



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 5A

TITLE:

Mayor's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

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

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

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

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

ATTACHMENTS:

- Power Point Presentation

Mayor's Report
October 23, 2018





Latest Activities

October 1 - 12

Events in 2018: 303



Home Depot Annual Safety Event



Chamber Luncheon: First Responder Appreciation



TML Conference



First Friday Art Walk



National Night Out



Volunteer / Shop



Farm Street Opry
Terry Lyne Moore



Lee Dildy Blvd
Ribbon Cutting



Planned Events

October 13 - 23

- October 15 – BEDC Monthly Meeting
- October 16 – Interview at Emile Elementary
- October 18
 - Weekly Building Bastrop Meeting
 - Family Crisis Center: Women’s Luncheon
 - Building Bastrop Public Workshop: DNA Review and Introduction
- October 22 – FIRST Day of Early Voting; COUNTY ANNEX
- October 23 - City Council



Upcoming Events & City Meetings

- October 31 – Bastrop Halloween Bash at **Mayfest Park** 5-8 pm (Thanks YMCA)
- November 1 - Farm Street Opry
- November 2 – First Friday Art Walk
- November 3 – BCHS Community Wide Garage Sale
- November 7 – Chamber Luncheon
- November 8
 - Capital of Texas Roofing Ribbon Cutting
 - 2nd Annual Boards, Commissions & Volunteer Appreciation Banquet
- November 10 – 13th Annual Veteran’s Day Car Show (Thanks Bastrop Area Cruisers)
- November 13 – City Council Meeting





STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 5B

TITLE:

Councilmembers' Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

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

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

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- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 5C

TITLE:

City Manager's Report

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

POLICY EXPLANATION:

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

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

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



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 5D

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas and Bastrop County Commissioners' Court recognizing November 9, 2018 as Veterans Day.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager



**Joint Resolution
Of the
County of Bastrop and City of Bastrop**

Veterans Day, November 11, 2018

Whereas, we the Bastrop City Council and the Bastrop County Commissioners Court, come together on Veterans Day to pay tribute to the men and women who serve our great nation with distinction in the United States Armed Forces, both in peace time and in war; and

Whereas, on Veterans Day, Americans across this land thank our Veterans for their service in the Army, Navy, Air Force, Marines, and Coast Guard, whether Active Duty, Reserve, or National Guard; and

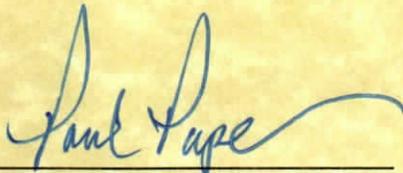
Whereas, on Veterans Day our community expresses a continuing sense of gratitude to those who give so much in the defense of the freedoms which we all enjoy; and

Whereas, at this time of special recognition, local Veterans organizations along with the Bastrop Area Cruisers' pay tribute to our Veterans by hosting the Veterans Day Classic Car Show.

Furthermore, the Red, White, and Blue Veterans of Bastrop County organization will be hosting a banquet to honor our Veterans.

Now, therefore, be it resolved that the Bastrop County Commissioners Court and the Bastrop City Council hereby encourage all citizens to join in the celebrations of

VETERANS DAY, 2018



Paul Pape
Bastrop County Judge

Connie Schroeder
City of Bastrop Mayor



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 5E

TITLE:

A proclamation of the City Council of the City of Bastrop, Texas, recognizing November 2, 2018 as City of Bastrop Arbor Day.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services



P

ROCLAMATION



WHEREAS, Arbor Day is observed throughout the world in many languages and cultures; and

WHEREAS, trees are a renewable resource providing us with paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees provide environmental benefits by providing shade for people and our buildings, removing air pollution, abating storm water runoff, and providing wildlife habitat; and

WHEREAS, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our parks and streets; and

WHEREAS, trees, wherever they are planted, are a source of joy and enjoyment.

NOW, THEREFORE, I, Connie Schroeder, Mayor of the City of Bastrop, do hereby recognize **November 2, 2018** as:

ARBOR DAY

in the City of Bastrop, and I do thereby encourage all citizens to cherish our trees and recognize their important role in the environment.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Bastrop, Texas to be affixed this 23rd day of October, 2018.

Connie B. Schroeder, Mayor



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 6A

TITLE:

Receive Presentation and update from Verdunity regarding the development of a Fiscal Impact Analysis Model.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager

BACKGROUND/HISTORY:

The City of Bastrop Comprehensive Plan includes Guiding Growth Principles, which specifies the implementation of policies, programs, investments, and strategies that are **fiscally sustainable** by:

- ***Facilitating infill and redevelopment activity;***
- ***Encouraging contiguous development; and***
- ***Managing targeted corridor development.***

On August 28, 2018, Council approved Resolution No. R-2018-75 of the City Council of the City of Bastrop, Texas approving a Professional Services Agreement between the City of Bastrop and Verdunity, Inc. in the amount of \$50,000 to develop a Fiscal Impact Analysis model for use in determining fiscally sustainable developments. The contract specifies that a Verdunity representative will provide an update to Council in October, December, and February. Kevin Shepard, President/CEO, will be present at the Council meeting to provide an update on this project.

RECOMMENDATION:

N/A



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 6B

TITLE:

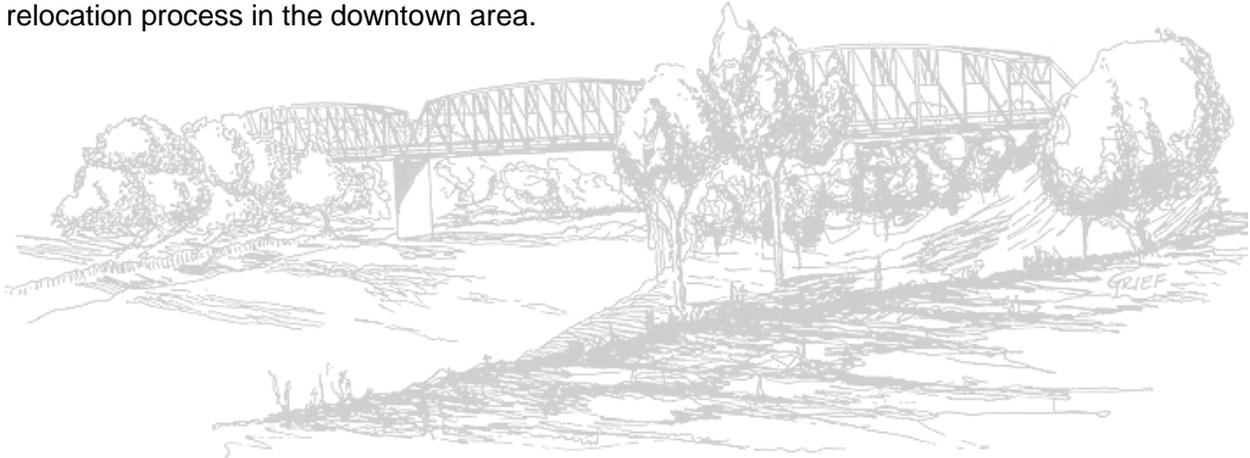
Update on Chicken/Rooster relocation process in the downtown area.

STAFF REPRESENTATIVE:

James Altgelt, Director of Public Safety/Police Chief

BACKGROUND/HISTORY:

At the request of Councilmember Jones, Staff will provide an update on the Chicken/Rooster relocation process in the downtown area.





STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 7A

TITLE:

Receive monthly report from Visit Bastrop.

STAFF REPRESENTATIVE:

Sarah O'Brien, Hospitality & Downtown Department Director

BACKGROUND/HISTORY:

Per the management agreement with Visit Bastrop, a monthly presentation must be made to the City Council outlining its progress in implementing their annual Business Plan and meeting performance targets and the scope of services pursuant to that agreement.

Specifically Visit Bastrop shall work to:

- (1) attract leisure visitors to the City and its vicinity;
- (2) attract and secure meetings, events, retreats, and conventions to the City and its vicinity; and
- (3) serve as a liaison to local businesses (including hoteliers, restaurateurs, and other similar entities) and City departments to attract leisure and business visitors, meetings, events, retreats, and conventions to the City and its vicinity.

Visit Bastrop, shall also:

- (A) carry out the actions defined in the applicable annual Business Plan;
- (B) utilize research reports on economic trends, growth sectors, and regional competitive strengths and weaknesses, as is customary in the destination and marketing organization industry;
- (C) provide marketing and imaging campaigns for the City's tourism and convention industry;
- (D) inform and partner with the City regarding high-profile or significant recruitment/attraction efforts;
- (E) provide, in appropriate detail in accordance with the Tax Code, reports listing the Visit Bastrop's expenditures made with HOT, and Visit Bastrop's progress in performing the Services in conformance with implementation of the annual Business Plan; and
- (F) Provide expertise in destination management in conjunction with the City of Bastrop to leverage available resources such as community assets and activities to maximize opportunities to attract visitors to Bastrop, both leisure and business, recognizing the critical role tourism plays in Bastrop's economy, both in HOT and sales tax revenue.

POLICY EXPLANATION:

Visit Bastrop, a 501(c)6 organization, was engaged to provide Destination Marketing Services and provide brand marketing for Bastrop as a destination.

As outlined in the annual management agreement, the City and Visit Bastrop recognize the visitor industry as a key economic generator. Visit Bastrop's purpose is to provide "brand" marketing for Bastrop as a destination and to serve as the primary brand advocate. Visit Bastrop will also leverage utilization of existing facilities, while providing global oversight of Bastrop's visitor assets and activities. Visit Bastrop will also provide a level of unity and representation to maximize Bastrop's brand potential.

The Visit Bastrop Board of Directors meets monthly on the third Thursday at 8:30 a.m. and rotates meeting locations at different hospitality venues.

City Council established that the Visit Bastrop Board of Directors include broad representation of community assets and identified those as Arts, History, Hotels, Restaurants, Sports, Outdoors, Recreation, Hyatt, Nightlife, Entertainment and Film in the Destination Services Management Agreement.

Executive Director Susan Smith has reworked the monthly president's report format for their October presentation.

FUNDING SOURCE:

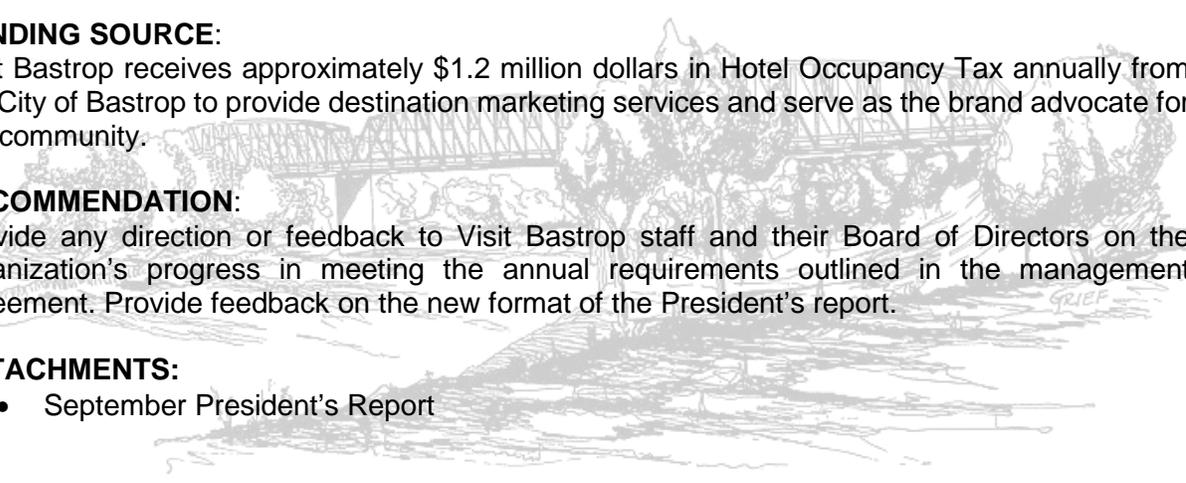
Visit Bastrop receives approximately \$1.2 million dollars in Hotel Occupancy Tax annually from the City of Bastrop to provide destination marketing services and serve as the brand advocate for our community.

RECOMMENDATION:

Provide any direction or feedback to Visit Bastrop staff and their Board of Directors on the organization's progress in meeting the annual requirements outlined in the management agreement. Provide feedback on the new format of the President's report.

ATTACHMENTS:

- September President's Report





VISIT BASTROP | PRESIDENT'S REPORT

Reporting: September 1 – 30, 2018

Submitted: October 9, 2018

Presented: October 23, 2018

LODGING INDUSTRY REPORT

	August '18						Calendar Year to Date					
	Occ	%CH Occ	ADR	% Ch ADR	% CH RevPAR	% CH Rooms Sold	Occ	% Change from YTD 2017				
								%CH Occ	ADR	% Ch ADR	% CH RevPAR	% CH Rooms Sold
Bastrop	66.7	9.0	163.09	-0.9	8.0	9.0	64.8	4.9	173.34	-.0.8	4.1	4.9
Average	62.1	0	109.01	1.0	1.0	3.8	63.2	.3	116.36	.8	1.2	5.0

SOCIAL MEDIA STATISTICS

	Total Followers	Follower Increase	Impressions
Facebook	44.5K	.15%	198.3K
Instagram	657	12.3%	6,911

WEBSITE TRAFFIC OVERVIEW

	APRIL	MAY	JUNE	JULY	AUGUST	SEPT
Total Sessions	3,526	6,072	7,550	5,759	7,489	10,061
USERS	2,926	5,029	6,117	4,687	6,338	8,343

INDUSTRY AVERAGES

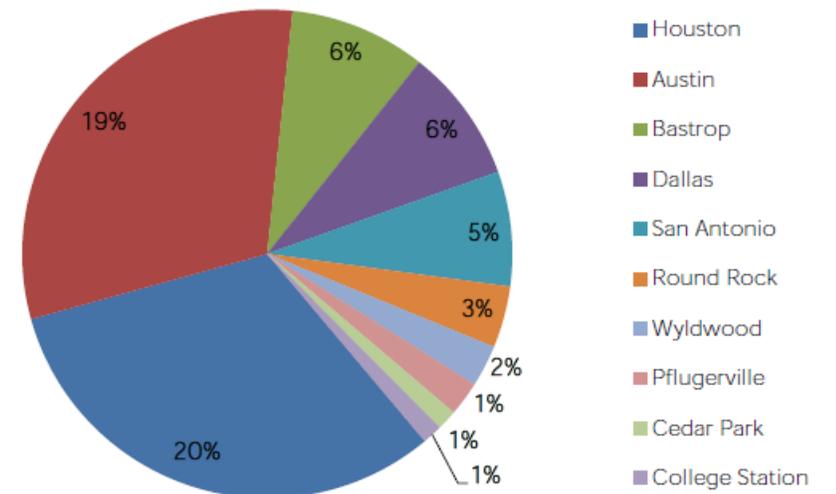
Engagement Metrics	Industry Average	VisitBastrop.com		% Difference
Total Pages Per Visit:	2.09	2.12	●	1.55%
Total Average Visit Duration:	0:01:51	0:01:37	●	-13.88%
Total Bounce Rate:	54.25%	47.19%	●	-14.96%
Organic Pages Per Visit:	2.08	2.35	●	11.59%
Organic Average Visit Duration:	0:02:00	0:02:01	●	0.43%
Organic Bounce Rate:	49.56%	42.45%	●	-16.75%



Glossary

ADR	Average Daily Rate
RevPAR	Revenue per Available Room
Occ	Occupancy

Comparatives: South Austin/Airport, Bryan-College Station, Brenham, Seguin, City of Austin, Llano, San Antonio, Fredericksburg, San Marcos



SALES, PR & MARKETING SUMMARY

Google Search Impressions → 31,700+

Facebook Ad Reach → 65,569 people

Ad Placement: USA Today Go Escape Winter Edition 2019 ¼ page advertisement Reach → 726,906

PR

Cody Hopkins Invitational Press Release

Articles Generated:

- KVUE online article and live broadcast → 4.65K
- Austin Family Magazine Article Reach → 2.94K
- Statesman Community News Brief Reach → 4.96K
- Statesman Weekend Planner → 4.96K

MEDIA PITCHES

Animal Wellness Magazine – Must Do Winter Events That Are Dog Friendly

Inspirations & Celebrations – Luxury Travel: Hotels for Fall Foliage Viewing

TravelWeek – Theme Parks and Attractions

The JetSet Family – Luxury Getaways for Fall

Men’s Journal – Best Family Trips to Take in Fall 2018

AFAR – Emerging Destinations

Esquire Singapore – The Texas Road Trip

EVENT SUBMISSIONS

Austin.com (reach 57,905)

Cult Classic Convention, Barton Hill Farms, Cody Hopkins Invitational, 4th Annual Tee-off Against Child Abuse, Scream Hollow Wicked Halloween Park

Austin360.com (reach 384,480)

Barton Hill Farms, Cody Hopkins Invitational, 4th Annual Tee off Against Child Abuse, Scream Hollow Wicked Halloween Park

Austin Fit Magazine

Cody Hopkins Invitational, 4th Annual Tee off Against Child Abuse, Scream Hollow Wicked Halloween Park

The Austinet (reach 100K)

Cody Hopkins Invitational, Scream Hollow Wicked Halloween Park

Community Impact Magazine

4th Annual Tee off Against Child Abuse, Scream Hollow Wicked Halloween Park

County Line Magazine (reach 20K)

Scream Hollow Wicked Halloween Park

Texas Co-Op Power

Scream Hollow Wicked Halloween Park

Tour Texas

Barton Hill Farms, Cody Hopkins Invitational, Scream Hollow Wicked Halloween Park

Tyler Morning Telegraph

Cody Hopkins Invitational, 4th Annual Tee off Against Child Abuse

Spectrum News Austin (reach 100K)

Barton Hill Farms, Cody Hopkins Invitational, 4th Annual Tee off Against Child Abuse

Texas Highways

Cody Hopkins Invitational

Total Google Impressions = 31,700 +

Total Facebook AD Reach = 69,569

Total PR Reach = 662,385

ADDITIONAL HIGHLIGHTS

- Transition to new leadership
- Community meetings
 - Bastrop Area Cruisers
 - Lost Pine Christmas Planning Meeting
 - Chamber of Commerce Luncheon
 - EDC Coffee Chat
 - Executive Director Reception
 - Hyatt Presentation
 - Play Bastrop Meeting
 - BEST Leadership



Leads Lead Room Nights Attendees	Leads Assist Assist Room Nights Attendees
Definite Definite Room Nights Attendees	Definite Assist Definite Room Nights Attendees
Lost Room Nights	Reason



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 7B

TITLE:

Receive presentation on the Quarterly Investment Report for the period ending September 30, 2018.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

The Chief Financial Officer has been slow diversifying the funds available for investment to increase the rate of return we have seen in the past while safekeeping our principle. As you can see from this report, we have expanded our Certificates of Deposits, and purchased some agency funds, which are yielding a better rate of return than the investment pools.

POLICY EXPLANATION:

This reporting requirement is set forth by the Public Funds Investment Act, Texas Government Code, Chapter 2256 and is also a requirement of the City of Bastrop Financial Management Policies, Chapter VIII. ASSET MANAGEMENT, Section C. INVESTMENT PERFORMANCE, as adopted by Resolution R2018-86 on September 11, 2018.

FUNDING SOURCE:

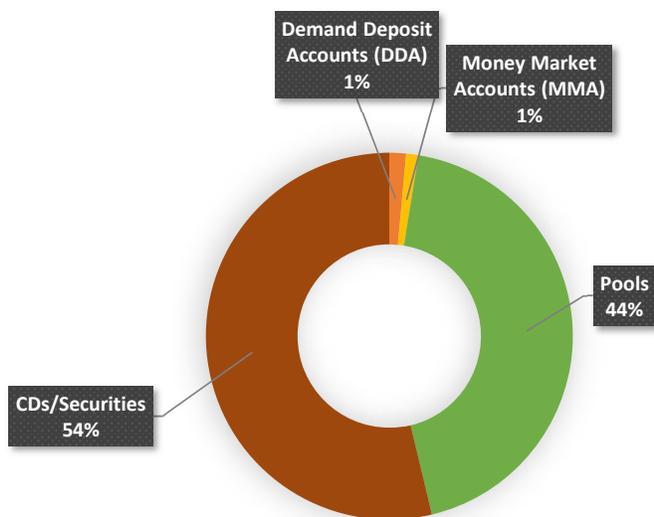
NA

ATTACHMENTS:

- Quarterly Investment Report for the period ending September 30, 2018.

City of Bastrop
Quarterly Investment Report
Portfolio Summary
 period ending September 30, 2018

Investments Description	September 30, 2018		June 30, 2018		QTD Interest Earned	YTD Interest Earned	Weighted Average Maturity
	Book Value	Market Value	Book Value	Market Value			
Demand Deposit Accounts (DDA)	\$ 274,730	\$ 274,730	\$ 404,079	\$ 404,079	\$ 4,039	\$ 14,608	0.01
Money Market Accounts (MMA)	\$ 376,234	\$ 376,234	\$ 295,218	\$ 295,218	\$ 1,260	\$ 3,517	0.01
Pools	\$ 13,387,324	\$ 13,387,324	\$ 11,985,408	\$ 11,985,408	\$ 52,948	\$ 180,265	0.44
CDs/Securities	\$ 14,836,835	\$ 14,763,985	\$ 14,732,835	\$ 14,651,122	\$ 54,654	\$ 187,082	3.61
Total Investments	\$ 28,875,123	\$ 28,802,273	\$ 27,417,539	\$ 27,335,827	\$ 112,900	\$ 385,472	4.07



The investment portfolio of the City of Bastrop is in compliance with the Public Investment Act and the Investment Policy and Strategies.

Prepared by:

Tracy Waldron
 Tracy Waldron, Chief Financial Officer

City of Bastrop
Detail of Investment Holdings
period ending September 30, 2018

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	June 30, 2018 Market Value	Purchase/ Adjustments	Sales/ Adjust/ Call/Maturity	September 30, 2018 Book Value	September 30, 2018 Market Value
DDA	FNB-Pooled Cash				\$ 404,079			\$ 274,730	\$ 274,730
MMA	FNB-Escrow Acct				\$ 250,734			\$ 250,007	\$ 250,007
MMA	FNC-Dreyfus				\$ 21,457			\$ 86,090	\$ 86,090
MMA	MBS-MM Acct				\$ 23,027			\$ 40,137	\$ 40,137
Pools	Texpool				\$ 1,735,241			\$ 1,816,543	\$ 1,816,543
Pools	Texas Class				\$ 7,757,057			\$ 5,011,694	\$ 5,011,694
Pools	Texas Term				\$ 2,493,110			\$ 6,559,087	\$ 6,559,087
Security	FHLMC	3134GATV6	1.73%	10/28/2019	\$ 746,310			\$ 748,797	\$ 746,407
Security	FHLMC	3134GALS1	1.51%	09/12/2019	\$ 493,415			\$ 498,122	\$ 493,500
Security	FHLMC	3134GATH7	1.43%	04/28/2020	\$ 491,455			\$ 499,486	\$ 491,875
Security	FHLMC	3130ACHA5	1.75%	09/28/2020	\$ 493,400			\$ 499,625	\$ 492,790
Security	FHLMC	3134GBG55	1.93%	09/29/2020	\$ 244,700			\$ 248,980	\$ 244,458
Security	Intern Bk	45905UQ23	2.00%	10/30/2020	\$ 510,037			\$ 520,488	\$ 510,021
Security	FHLMC	3134GSGA7	2.58%	02/24/2021	\$ 507,919			\$ 510,220	\$ 505,359
CD	FNC	254672F86	1.00%	08/17/2018	\$ 244,694	\$ 245,000		\$ -	\$ -
CD	FNC	066519CA5	1.00%	08/27/2018	\$ 244,603	\$ 245,000		\$ -	\$ -
CD	FNC	06425KBR9	1.00%	09/14/2018	\$ 29,937	\$ 30,000		\$ -	\$ -
CD	FNC	05580AFE9	1.10%	09/17/2018	\$ 246,434	\$ 247,000		\$ -	\$ -
CD	FNC	084601GN7	1.25%	11/29/2018	\$ 247,139			\$ 248,000	\$ 247,675
CD	FNC	29976DX62	1.25%	11/30/2018	\$ 247,132			\$ 248,000	\$ 247,670
CD	FNC	58403B5P7	1.40%	12/13/2018	\$ 248,218			\$ 249,000	\$ 248,664
CD	FNC	68621KAJ0	1.50%	03/18/2019	\$ 246,656			\$ 248,000	\$ 247,199
CD	FNC	508176CH5	1.60%	03/22/2019	\$ 247,802			\$ 249,000	\$ 248,293
CD	Frontier	501272	0.95%	05/25/2018	\$ 249,117			\$ 249,117	\$ 249,117
CD	MBS	049060BE5	1.40%	01/14/2019	\$ 249,999			\$ 249,000	\$ 248,480
CD	FNC	02587DM88	1.65%	04/05/2019	\$ 243,817			\$ 245,000	\$ 244,297
CD	FNC	02587CEH9	1.55%	05/03/2019	\$ 246,403			\$ 248,000	\$ 246,983
CD	FNC	39260NCF7	2.10%	05/07/2019	\$ 244,544			\$ 245,000	\$ 244,784
CD	MBS	71270QQW9	1.60%	05/10/2019	\$ 246,457			\$ 248,000	\$ 247,013
CD	FNC	48126XW35	1.50%	05/17/2019	\$ 247,190			\$ 249,000	\$ 247,807
CD	FNC	949763HU3	1.65%	06/21/2019	\$ 247,262			\$ 249,000	\$ 247,830
CD	FNC	856285BZ3	1.70%	06/24/2019	\$ 245,367			\$ 247,000	\$ 245,908
CD	FNC	06740KKN6	1.65%	07/26/2019	\$ 55,549			\$ 56,000	\$ 55,667
CD	FNC	33715LAK6	1.75%	06/17/2019	\$ 247,531			\$ 249,000	\$ 248,034
CD	FNC	066438CN0	2.20%	08/09/2019	\$ 244,383			\$ 245,000	\$ 244,571
CD	FNC	06740KKW6	1.70%	09/27/2019	\$ 189,157			\$ 191,000	\$ 189,472
CD	FNC	55266CWX0	1.70%	09/27/2019	\$ 58,431			\$ 59,000	\$ 58,527
CD	FNC	14042RKA8	1.75%	11/08/2019	\$ 244,402			\$ 247,000	\$ 244,812
CD	FNC	95536KAC2	2.35%	11/08/2019	\$ 244,378			\$ 245,000	\$ 244,427
CD	FNC	90421MCB7	2.35%	11/12/2019	\$ 244,363			\$ 245,000	\$ 244,417
CD	FNC	90352RAA3	1.80%	11/18/2019	\$ 244,478			\$ 247,000	\$ 244,866
CD	FNC	45673KAM8	1.75%	05/21/2019	\$ 247,708			\$ 249,000	\$ 248,181
CD	MBS	474067AG0	1.90%	11/22/2019	\$ 244,782			\$ 247,000	\$ 245,113
CD	FNC	61747MG47	2.20%	01/21/2020	\$ 245,404			\$ 247,000	\$ 245,597
CD	FNC	27002YDN3	2.40%	03/16/2020	\$ 243,817			\$ 245,000	\$ 243,951
CD	FNC	38148PZR1	2.50%	03/23/2020	\$ 244,182			\$ 245,000	\$ 244,270
CD	FNC	32021SEU6	2.40%	03/23/2020	\$ 243,768			\$ 245,000	\$ 243,915
CD	FNC	101120DX8	2.40%	03/23/2020	\$ 150,242			\$ 151,000	\$ 150,330
CD	FNC	92937CGZ5	2.40%	03/23/2020	\$ 243,768			\$ 245,000	\$ 243,915
CD	FNC	947547JX4	2.45%	03/30/2020	\$ 243,917			\$ 245,000	\$ 244,052
CD	FNC	066851WA0	2.50%	03/30/2020	\$ 189,322			\$ 190,000	\$ 189,405
CD	FNC	465076KG1	2.70%	05/04/2020	\$ 245,791			\$ 246,000	\$ 245,806
CD	FNC	PER200EA3	2.70%	05/04/2020	\$ 200,000			\$ 200,000	\$ 200,000
CD	FNC	90521AQW1	2.20%	05/16/2019	\$ 244,708			\$ 245,000	\$ 244,885
CD	FNC	88224PKK4	2.20%	05/16/2019	\$ 244,708			\$ 245,000	\$ 244,708
CD	FNC	23204HFR4	2.40%	11/25/2019	\$ 244,463			\$ 245,000	\$ 244,498
CD	FNC	149159MP7	2.40%	09/05/2019	\$ 248,821			\$ 249,000	\$ 248,851
CD	FNC	61760ALP2	2.75%	06/01/2020	\$ 245,862			\$ 246,000	\$ 245,877
CD	FNC	46176PHV0	2.75%	06/01/2020	\$ 245,862			\$ 246,000	\$ 245,877
CD	FNC	87165FVG6	2.65%	05/04/2020	\$ 245,570			\$ 246,000	\$ 245,614
CD	FNC	033537AK7	2.60%	05/08/2020	\$ 212,419			\$ 213,000	\$ 212,485

City of Bastrop
Detail of Investment Holdings
period ending September 30, 2018

Type	BANK/ BROKER	CUSIP #/ Account #	YIELD	MATURITY DATE	June 30, 2018 Market Value	Purchase/ Adjustments	Sales/ Adjust/ Call/Maturity	September 30, 2018 Book Value	September 30, 2018 Market Value
CD	FNC	05581WXZ3	2.80%	06/01/2020	\$ 246,093			\$ 246,000	\$ 246,076
CD	FNC	91435LAN7	2.85%	06/19/2020	\$ 249,236			\$ 249,000	\$ 249,214
CD	MBS	02007GDZ3	2.70%	07/27/2020		\$ 130,000		\$ 130,000	\$ 129,676
CD	FNC	00832KAE9	2.70%	08/16/2019		\$ 243,000		\$ 243,000	\$ 243,578
CD	FNC	72247PAC0	2.80%	08/31/2020		\$ 249,000		\$ 249,000	\$ 248,644
CD	FNC	286283AA4	2.80%	09/19/2020		\$ 249,000		\$ 249,000	\$ 248,544
TOTAL					\$ 27,335,827	\$ 871,000	\$ 767,000	\$ 28,875,123	\$ 28,802,273

		BEGINNING	TOTAL	TOTAL	ENDING	AVERAGE
		BALANCE	DEBITS	CREDITS	BALANCE	DAILY
						BALANCE
WATER/WASTEWATER FUND						
202-00-00-1010	XS RANCH WELL MI	250,733.93	170.73	897.00CR	250,007.66	250,740.83
FUND 202 TOTAL		250,733.93	170.73	897.00CR	250,007.66	250,740.83
FAIRVIEW CEMETERY-PERMAN						
526-00-00-1142	CERT OF DEPOSIT-	249,116.81	0.00	0.00	249,116.81	249,116.81
526-00-00-1148	CD - FNB	0.00	0.00	0.00	0.00	0.00
526-00-00-1149	CERT OF DEPOSIT-	0.00	130,000.00	0.00	130,000.00	1,413.04
FUND 526 TOTAL		249,116.81	130,000.00	0.00	379,116.81	250,529.85
2013 COMB REV/TAX BOND						
724-00-00-1100	TEXAS TERM	1,334,670.81	5,068.31	14,231.25CR	1,325,507.87	1,327,095.28
FUND 724 TOTAL		1,334,670.81	5,068.31	14,231.25CR	1,325,507.87	1,327,095.28
CO 2014 SERIES						
725-00-00-1100	TEXAS TERM	1,158,439.33	2,477.84	633,326.05CR	527,591.12	786,428.40
FUND 725 TOTAL		1,158,439.33	2,477.84	633,326.05CR	527,591.12	786,428.40
CO 2018 SERIES						
726-00-00-1100	TEXAS TERM CO 20	0.00	4,705,988.44	0.00	4,705,988.44	562,021.61
FUND 726 TOTAL		0.00	4,705,988.44	0.00	4,705,988.44	562,021.61
POOLED CASH FUND						
991-00-00-1000	POOLED CASH ACCO	404,078.82	10,914,933.69	11,044,282.09CR	274,730.42	636,547.57
991-00-00-1100	TEX POOL	1,735,240.64	2,009,031.20	1,927,729.04CR	1,816,542.80	1,537,996.81
991-00-00-1105	TEXAS CLASS	7,757,057.16	1,854,707.94	4,600,071.44CR	5,011,693.66	5,684,703.56
991-00-00-1135	DREYFUS MM ACCT	21,456.53	556,633.40	492,000.00CR	86,089.93	34,048.84
991-00-00-1136	MULTI-BANK SECUR	23,027.42	147,109.45	130,000.00CR	40,136.87	48,677.75
991-00-00-1140	CERTIFICATE OF D	0.00	0.00	0.00	0.00	0.00
991-00-00-1141	CERTIFICATE OF D	10,214,000.00	741,000.00	767,000.00CR	10,188,000.00	10,211,108.70
991-00-00-1146	CERTIFICATES OF	744,000.00	0.00	0.00	744,000.00	744,000.00
991-00-00-1147	U.S. AGENCY	3,525,717.62	0.00	0.00	3,525,717.62	3,525,717.62
FUND 991 TOTAL		24,424,578.19	16,223,415.68	18,961,082.57CR	21,686,911.30	22,422,800.85
REPORT TOTALS		27,417,539.07	21,067,121.00	19,609,536.87CR	28,875,123.20	25,599,616.82
=====						



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 7C

TITLE:

Receive report from Bastrop Economic Development Corporation.

STAFF REPRESENTATIVE:

Mike Kamerlander
Executive Director, Bastrop Economic Development Corporation

BACKGROUND/HISTORY:

The Bastrop Economic Development Corporation (BEDC) provides regular (monthly) updates to City Council on the its activity.

POLICY EXPLANATION:

Regular update for City Council and community.

FUNDING SOURCE:

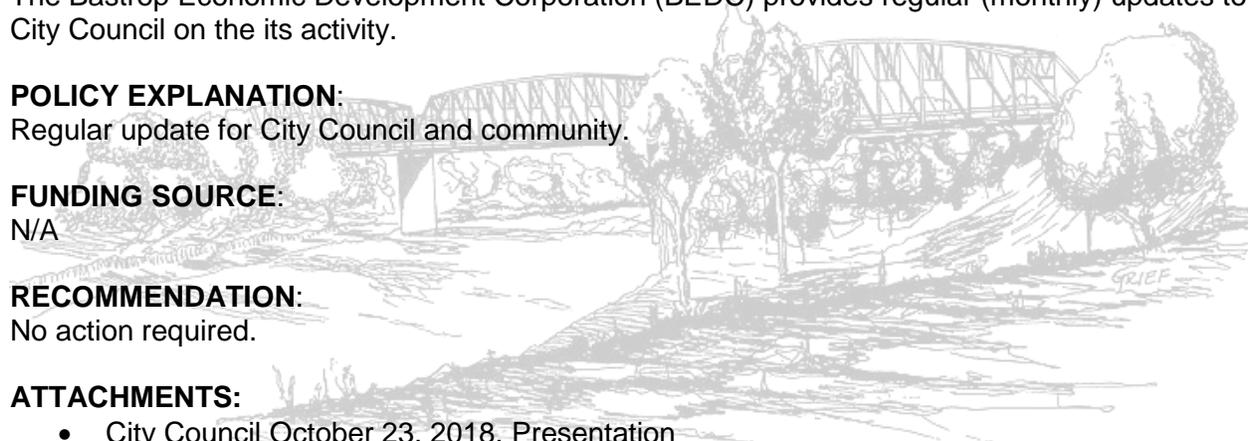
N/A

RECOMMENDATION:

No action required.

ATTACHMENTS:

- City Council October 23, 2018, Presentation





BASTROPTX

Economic Development
Corporation

New Board
Members

Jeff Haladyna
&
Pat Crawford



Outgoing Board
Members

Thank You For Serving!

Cam Chavez
&
Drusilla Rogers

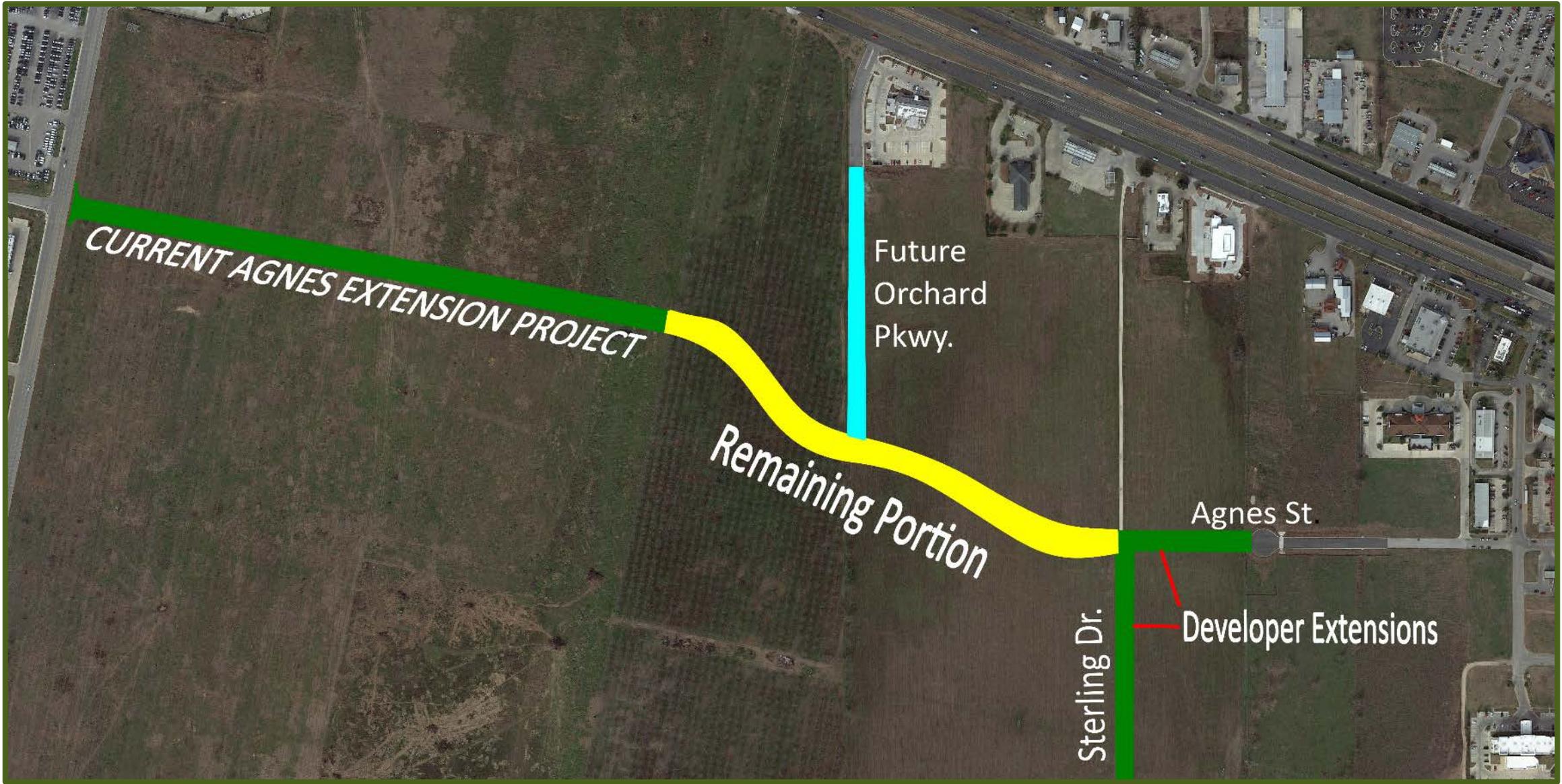


Agnes Gap Resolution

Resolution R-2018-0008

Consideration, discussion and possible action on Resolution R-2018-0008 approving the reimbursement to the City of Bastrop, Texas, for the Work Order for Professional Services rendered from Bowman Consulting in preparing a schematic design for the remaining portion of Agnes Street across the Nixon and Pecan Park Commercial tracts, which was paid by the City of Bastrop in September 2018 in the amount of \$14,000.00.





CURRENT AGNES EXTENSION PROJECT

Future Orchard Pkwy.

Remaining Portion

Agnes St.

Sterling Dr.

Developer Extensions



Opportunity Austin Marketing/Recruiting Trip

- Sept 9-12 - Jean Riemenschneider attended
- 34 total meetings in two days with a total of 15 delegates
- Of these 34 meetings, Bastrop was represented in 7 meetings
- Industry focus: Technology, BioLife Science, & Hospitality



Staff Updates



Austin Chamber Investors Breakfast

September 13, 2018

Speakers:

- Bobby Epstein – COTA updates
- Lt. General Paul Ostrowski, U.S. Army - Army Future Command Updates



International Asset Management Council

- Sept 15-19 – Shane Sorenson represented Bastrop
- Attended 1st Timer's Reception & New Friends Dinner
- Attended multiple sessions for Site Selector and Asset Manager professional development
- Engaged in multiple roundtable discussions regarding best practices, the site selection process, and common obstacles

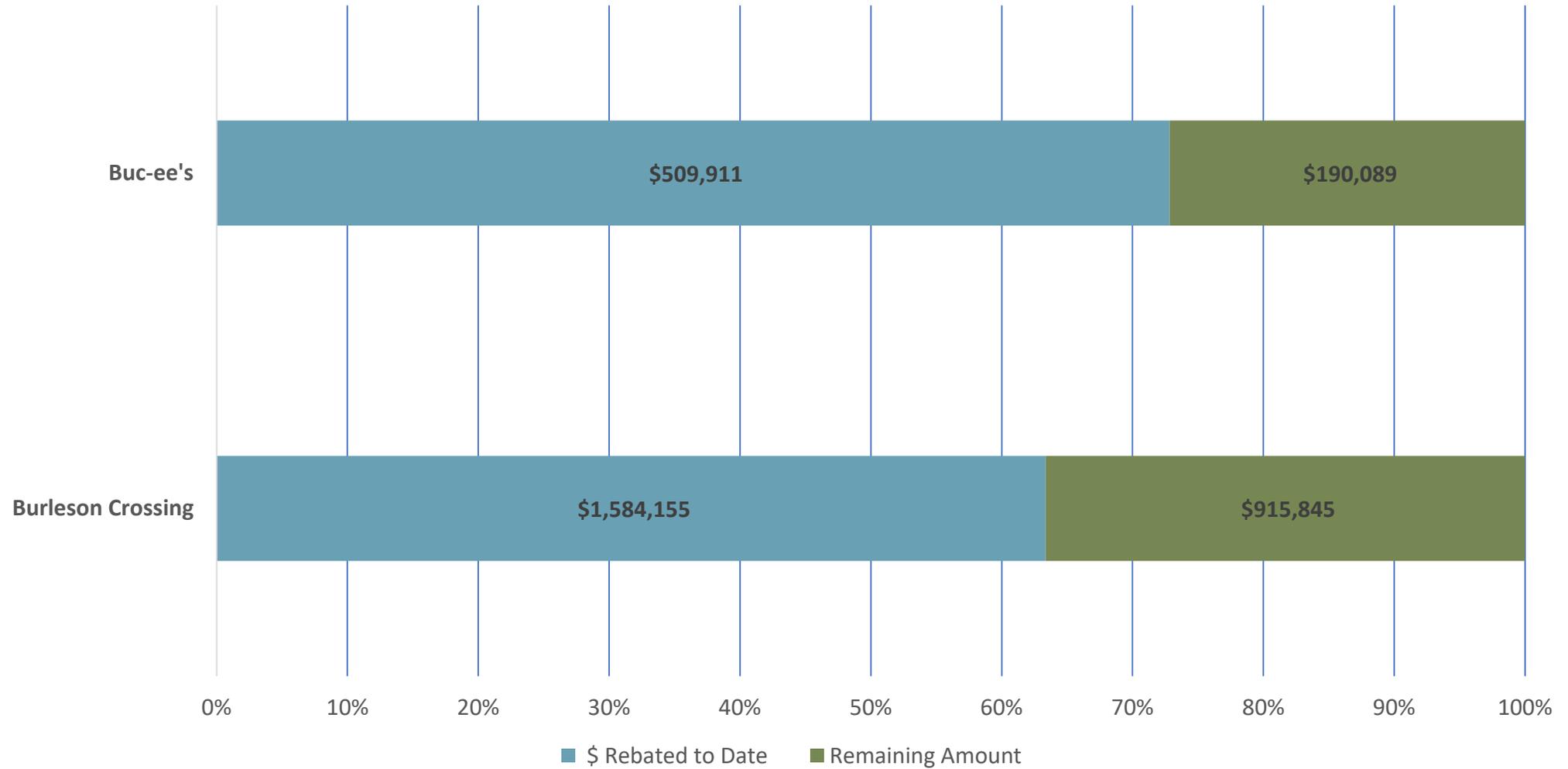


Other Events Attended

- Bastrop Chamber Luncheon – First Responders
- NAI Global Conference – 400+ Brokers from around the world
- B.E.S.T. Breakfast in Elgin
- International Economic Development Council Annual Conference – Atlanta, GA – Speaker
- Texas Downtown Association Regional Roundtable



380 AGREEMENT UPDATES – Through FY 2018





STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 8

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 start of the meeting.

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: October 23, 2018

AGENDA ITEM: 9A

TITLE:

Consider action to approve City Council minutes from the October 9, 2018 regular meeting.

STAFF REPRESENTATIVE:

Lynda Humble, City Manager
Ann Franklin, City Secretary

BACKGROUND/HISTORY:

N/A

POLICY EXPLANATION:

Section 551.021 of the Government Code provides as follows:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve City Council minutes from the October 9, 2018 regular meeting.

ATTACHMENTS:

- October 9, 2018, DRAFT Regular Meeting Minutes.

**BASTROP CITY COUNCIL
October 9, 2018**

The Bastrop City Council met in a Regular Meeting on Tuesday, October 9, 2018, at 6:30 p.m. at the Bastrop City Hall Council Chambers, located at 1311 Chestnut Street, Bastrop, Texas. Members present were Mayor Schroeder, Mayor Pro Tem Nelson and Council Members Jones, Ennis, Peterson and Rogers. Officers present were City Manager Lynda Humble, City Secretary Ann Franklin and City Attorney Alan Bojorquez.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Kace Benoit and Josiah Reese, Bastrop Independent School District News Kids Krew performed the pledge.

INVOCATION

Chaplain Cliff Sparks, Police Chaplain gave the invocation.

PRESENTATIONS

- 4A. Mayor's Report
- 4B. Councilmembers' Report
- 4C. City Manager's Report
- 4D. A proclamation of the City Council of the City of Bastrop, Texas recognizing October as Domestic Violence Awareness Month.
Proclamation was read into record by Mayor Schroeder and received by Pastor Bernie Jackson.

WORK SESSION/BRIEFINGS

- 5A. Discuss Warn Central Texas and the Capital Area Council of Governments' transition from "Code Red" to "Everbridge".
Presentation was made by Public Safety Director/Chief of Police, James Altgelt.
- 5B. Discuss revisions to the City's Procurement Policy regarding future fleet acquisitions.
Presentation was made by City Manager, Lynda Humble.

STAFF AND BOARD REPORTS - NONE

CITIZEN COMMENTS - NONE

CONSENT AGENDA

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

- 8A. Consider action to approve City Council minutes from the September 25, 2018 meeting.
- 8B. Consider action to approve the second reading of Ordinance No. 2018-26 of the City Council of the City of Bastrop, Texas, amending the Bastrop Code of Ordinances, Appendix A, Fee Schedule, Article A13.02 "Water and Wastewater rates and charges"; repealing conflicting provisions; providing a severability clause; and providing for an effective date.
- 8C. Consider Action to approve the second reading of Ordinance No. 2018-27 of the City Council of the City of Bastrop, Texas amending the Code of Ordinances, related to Chapter 12 Titled "TRAFFIC AND VEHICLES," Article 12.05 Titled "SPEED LIMITS," adding Section 12.05.010 Titled "25 MPH SPEED ZONES;" providing for the provision that establishes a speed limit of twenty-five (25) miles per hour in the 1700 Block of Farm Street, the 1700 Block of Spring Street, and the 1000 and 1100 Block of CP Johnson Lane and repealing all prior ordinances that are in conflict herewith; as attached in Exhibit A; and providing for findings of fact, enactment, effective date, repealer, severability, and proper notice and meeting.

DISCUSSION ITEM

- 8D. Consider action to approve the second reading of Ordinance No. 2018-28 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2018 in accordance with existing statutory requirements; appropriating the various amounts herein; as attached in Exhibit A; repealing all ordinances and actions in conflict herewith; and providing for an effective date.
- A motion was made by Council Member Rogers to approve the second reading of Ordinance No. 2018-28, seconded by Mayor Pro Tem Nelson, motion was approved on a 5-0 vote.**

Mayor Schroeder recessed the Council Meeting at 7:12 p.m.

Mayor Schroeder called the meeting back to order at 7:17 p.m.

INDIVIDUAL CONSIDERATION

- 9A. Consider action and approve Resolution No. R-2018-103 of the City Council of the City of Bastrop, Texas, making determinations regarding certain project-specific Exceptions and/or Exemptions as provided by Emergency Ordinance 2018-1, Section 8 (Temporary Moratorium); and Emergency Ordinance 2018-2, Section 7 (Emergency Drainage Application Rules).
- Presentation was made by Assistant Director of Planning and Development, Jennifer Bills.**

A motion was made by Council Member Rogers to approve Resolution No. R-2018-103 to include the property at 2016 Hill Street, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

A motion was made by Mayor Pro Tem Nelson to approve Resolution No. R-2018-103 to include the property at 2411, 2415, and 2419 Wilson Street, seconded by Council Member Rogers, motion was approved on a 5-0 vote.

- 9B. Hold public hearing and consider action to approve the first reading of Ordinance No. 2018-29 of the City Council of the City of Bastrop, Texas, Rezoning 1.95 acres of Building Block 62, East of Water Street, from SF-7, Single-Family 7 to C-1, Commercial 1, located at 303 and 305 Martin Luther King Jr. Drive, within the city limits of Bastrop, Texas; as shown in Exhibits A & B; including a severability clause; establishing an effective date and move to include on the October 23, 2018 consent agenda for second reading.

Presentation was made by Assistant Director of Planning and Development, Jennifer Bills.

Public hearing was opened.

Public hearing was closed.

A motion was made by Council Member Ennis to approve the first reading of Ordinance No. 2018-29, seconded by Council Member Jones, motion was approved on a 5-0 vote.

- 9C. Consider action to approve the first reading of Resolution No. R-2018-102 of the City Council of the City of Bastrop, Texas, approving the terms of an economic development performance agreement between the Bastrop Economic Development Corporation and 921 Bastrop, LLC; approving the terms of an agreement for construction of improvements to the lot at 921 Main Street with 921 Bastrop, LLC, in an amount exceeding ten thousand dollars (\$10,000); repealing all resolutions in conflict; providing severability; providing an effective date; and move to include on the October 23, 2018 consent agenda for second reading.

Presentation was made by Executive Director of Economic Development Corporation, Mike Kamerlander.

A motion was made by Mayor Pro Tem Nelson to approve the first reading of Resolution No. R-2018-102, seconded by Council Member Rogers, motion was approved on a 4-0-1 vote. Council Member Jones Abstained.

- 9D. Consider action to approve Resolution No. R-2018-104 of the City Council of the City of Bastrop, Texas confirming a board appointment of the Mayor, as required in Section 3.08 of the City's Charter; and establishing an effective date.

A motion was made by Council Member Rogers to approve Resolution No. R-2018-104, seconded by Council Member Ennis, motion was approved on a 5-0 vote.

EXECUTIVE SESSION

The City Council met at 8:00 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 confer with City Attorney regarding legal advice related to the status of the 1445 Interlocal Agreement between the City of Bastrop and Bastrop County for the review of subdivision applications in the City's extraterritorial jurisdiction.

- 10B. City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Government Code to deliberate the purchase, exchange, lease, or value of real property and Texas Government Code Sec. 551.071 to consult with legal counsel on a matter within the attorney-client privilege, specifically, the acquisition of groundwater rights.

The Bastrop City Council reconvened at 8:21 p.m. into open (public) session.

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

A motion was made by Mayor Pro Tem Nelson to authorize the City Manager to execute water rights acquisition documents, easements, and other related documents, incident thereto in compliance with a Ground Water Rights Agreement with XS Water Company LLC and all amendments thereto, seconded by Council Member Jones, motion was approved on a 5-0 vote.

ADJOURNMENT

Adjourned at 8:22 p.m. without objection.

APPROVED:

Mayor Connie B. Schroeder

ATTEST:

City Secretary Ann Franklin

MEETING DATE: October 23, 2018

AGENDA ITEM: 9B

TITLE:

Consider action to approve the second reading of Ordinance No. 2018-29 of the City Council of the City of Bastrop, Texas, Rezoning 1.95 acres of Building Block 62, East of Water Street, from SF-7, Single-Family 7 to C-1, Commercial 1, located at 303 and 305 Martin Luther King Jr. Drive, within the city limits of Bastrop, Texas; as shown in Exhibits A & B; including a severability clause; establishing an effective date.

STAFF REPRESENTATIVE:

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

ITEM DETAILS:

- Site Address: 303 Martin Luther King Jr. Drive and 305 Martin Luther King Jr. Drive (Exhibit A)
- Total Acreage: 1.95 acres
- Legal Description: (0.71 acres) and (1.240 acres) out of Building Block 62, East of Water Street
- Property Owners: Greg Saunders and Kathryn Rogers
- Agent Contact: Kathryn Rogers
- Existing Use: Vacant/Single-family
- Existing Zoning: SF-7 (Attachment 3)
- Requested Zoning: C-1, Commercial 1
- Future Land Use: Professional Services (Attachment 4)

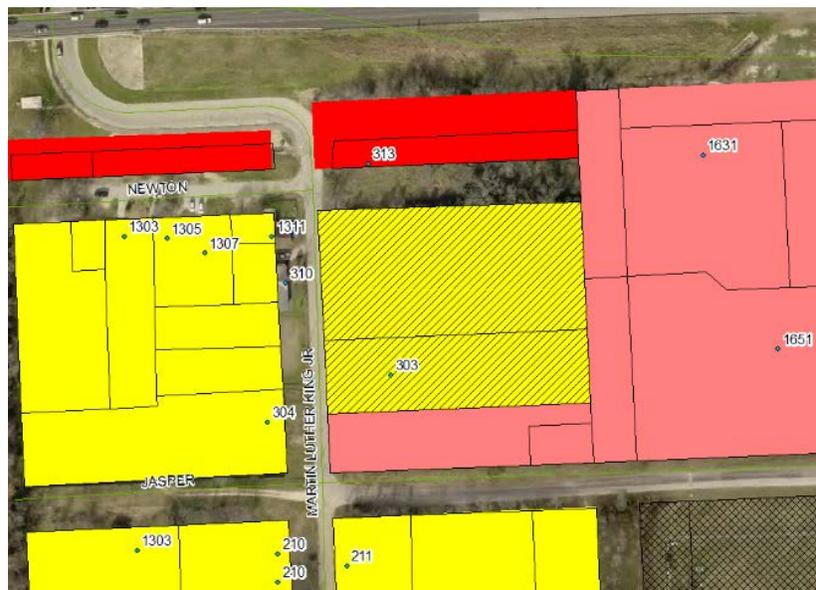
BACKGROUND/HISTORY:

The property owners are requesting to rezone the two properties along Martin Luther King Jr Street from Single-Family 7 to Commercial 1 (Attachment 1).

Legend

Zoning District

- Single Family Residential 7
- Commercial-1
- Commercial-2
- Bastrop County PD



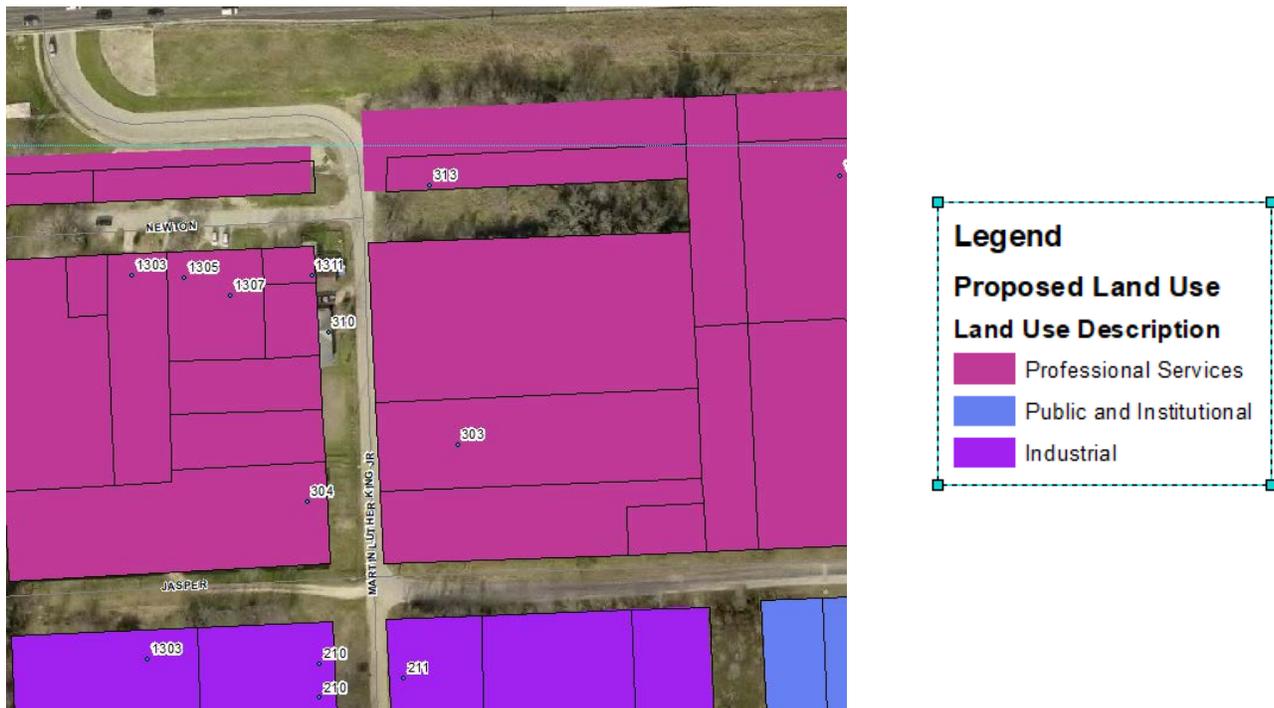
The 1.240 acre property to the north is currently vacant and the 0.665 acre tract has an existing single-family structure and out buildings. For these properties to be developed in the future for a commercial use, a site development plan will have to be approved addressing onsite utilities, building placement, parking, drainage, and landscaping.

PUBLIC COMMENTS:

Property owner notifications were sent to 13 adjacent property owners on September 10, 2018. At the time of this report, one response was received in support of the rezoning. (Attachment 2)

POLICY EXPLANATION:

Staff recommends the amendment of the zoning district to C-1, Commercial 1. The property to the east and south of the site is zoned C-1 and the future land use of Professional Services allows office and smaller scale commercial that would be appropriate to the site.



The authority to establish zoning districts and a process for amending boundaries is outlined in the Texas Local Government Code Section 211. City zoning districts govern the use and development of land, buildings, and structures as a measure necessary to the orderly development of the community.

Texas Local Government Code

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

Notice was published in the Bastrop Advertiser and notice was sent to property owners within 200 feet of the property boundary.

(b) In addition to the notice required by Subsection (a), a general-law municipality that does not have a zoning commission shall give notice of a proposed change in a zoning classification to each property owner who would be entitled to notice under Section 211.007(c) if the municipality had a zoning commission. That notice must be given in the same manner as required for notice to property owners under Section 211.007(c). The governing body may not adopt the proposed change until after the 30th day after the date the notice required by this subsection is given.

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

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

The notice process was adopted in the Bastrop Code of Ordinances.

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

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

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

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

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

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

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

Compliance with 2036 Comprehensive Plan:

- Future Land Use Plan – Professional Services: The Professional Services character area is for the development of offices and clinics of varying size and intensity. In older areas, of Bastrop – including center city – Professional Services land uses may be small-scale or even located in buildings converted for business use. Land use in the professional services character area are often related to and support the public and quasi-public land uses supported by the Public & Institutional character areas.

The C—1 zoning district complies with the Professional Services character area for this site. Martin Luther King Jr. Drive is currently one of two access points from SH 71 to the Bastrop County Complex that houses various county departments. Once Technology

Drive connects Martin Luther King Jr. Drive to the Bastrop Business and Industrial Park, this area will allow compatible services to the Business Park and Bastrop County offices.

Transportation Master Plan

The TMP has Martin Luther King Jr. Drive/Technology Drive labeled as a Collector Level roadway, which requires a 60 foot right-of-way. The existing MLK Jr. Drive ROW is 55.55 feet. If the properties adjacent to the road have to plat, half of the remaining required ROW (4.45 feet) will be required on either side (2.225 feet).

City of Bastrop Code of Ordinances

Section 10 – Changes and Amendments to All Zoning Ordinances and Districts contains the process for amending the zoning map. Changes shall only be made:

- A. To correct any error in the regulations or map.

The existing zoning district was adopted through the appropriate process. The current owners wish to develop these lots as commercial uses in the future, which requires a zoning amendment to rezone the properties to C-1.

- B. To recognize changed or changing conditions or circumstances in a particular locality.

The property to the east and south is zoned as commercial. To the north is an unopened right-of-way and the remainder of a parcel after SH 71 ROW was acquired that is zoned C-2. Martin Luther King Jr. Street is planned to connect to the new extension of Technology Drive, which will connect the Bastrop Business and Industrial Park to SH 71 via Martin Luther King Jr. Street. The adjacent properties zoned as commercial and the future traffic, a commercial use will be appropriate at this location.

- C. To recognize changes in technology, the style of living, or manner of conducting business.

This does not apply. The request follows the existing development pattern in the area.

- D. To change the property to uses in accordance with the approved Comprehensive Plan.

The requested zoning change to C-1 is consistent with the Future Land Use designation of Professional Office shown in the Comprehensive Plan (Attachment 5).

In making a determination regarding a requested zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

1. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned and their relationship to the general area and the City as a whole.

Primary permitted uses allowed by right within the C-1 district include many uses in the Recreational and Entertainment Uses, Educational, Office and Professional Uses, and Retail and Service Uses categories, and some in the Automobile and Related Uses category, including convenience store with fuel. These uses are appropriate considering the adjacent development is primarily zoned commercial and Martin Luther King Junior Street is a collector level street in Transportation Master Plan that will lead to the Bastrop Business and Industrial Park.

2. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area, and shall note the findings.

The proposed change is in accord and shall not adversely affect the existing public schools, streets, or utilities in the area. The area will be required to go through the subdivision process and any additional street or utility improvements needed to serve the development (if any) will be determined and required through that process.

3. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances, which may make a substantial part of such vacant land unavailable for development.

There is vacant land classified as commercial in the vicinity and elsewhere in the city. Some of the vacant commercial 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. Retail sale and services that are allowed in commercial districts have a specific target area, and commercially zoned property north of 71 would not be affected by this property.

4. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.

Over the last 10 years commercial tracts along SH 71 and SH 95 have been developed at a steady rate, with a gas station and new retail and restaurants in the area.

5. How other areas designated for similar development will be, or are unlikely to be, affected if the proposed amendment is approved.

This site is situated close to SH 71 and will be on a future entrance to the Bastrop Business and Industrial Park so the proposed change will address the changing use of the road, which should not affect other areas designated for similar development.

6. Any other factors which will substantially affect the public health, safety, morals, or general welfare.

None.

PLANNING & ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission held a public hearing at their meeting at the September 27, 2018 meeting. The Commission voted 6-0 to recommend approval of the rezoning of the property to C-1, Commercial 1. There were no comments from members of the public at the meeting.

CITY COUNCIL ACTION:

The City Council held a public hearing and conducted the first reading of Ordinance No. 2018-29 at the October 9, 2018 meeting and voted 5-0 to approve the first reading and forward to October 23, 2018 meeting to consider the second reading on the Consent Agenda.

RECOMMENDATION:

Consider action to approve the second reading of Ordinance No. 2018-29 of the City Council of the City of Bastrop, Texas, Rezoning 1.95 acres of Building Block 62, East of Water Street, from SF-7, Single-Family 7 to C-1, Commercial 1, located at 303 and 305 Martin Luther King Jr. Drive,

within the city limits of Bastrop, Texas; as shown in Exhibits A & B; including a severability clause; establishing an effective date.

ATTACHMENTS:

Ordinance

Exhibit A: Location Map

Exhibit B: Metes & Bounds

Attachment 1: Letter from Applicant

Attachment 2: Surrounding Property Owners Notification

Attachment 3: Zoning Map

Attachment 4: Future Land Use Map



ORDINANCE 2018-29

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, REZONING 1.95 ACRES OF BUILDING BLOCK 62, EAST OF WATER STREET, FROM SF-7, SINGLE-FAMILY 7, TO C-1, COMMERCIAL 1, LOCATED AT 303 AND 305 MARTIN LUTHER KING JR. DRIVE, WITHIN THE CITY LIMITS OF BASTROP, TEXAS; AS SHOWN IN EXHIBITS A & B; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Greg Saunders and Kathryn Rogers (hereinafter referred to as “Applicants”) submitted a request to rezone 1.905 acres of Building Block 62, East of Water Street, within the City limits of Bastrop, Texas, hereinafter referred to as “the Property”; and

WHEREAS, a location map is attached hereto as Exhibit “A” (the “Property”) and a metes and bounds description is attached hereto as Exhibit “B”; and

WHEREAS, the Property is currently zoned as SF-7, Single-Family 7; and

WHEREAS, the Future Land Use Designation for this Property is Professional Service which allows offices uses of varying sizes and intensity as well as uses that are related to and support surrounding public and quasi-public land uses; 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 September 10, 2018; and

WHEREAS, after notice and hearing, the Planning and Zoning Commission has recommended approval of the proposed request by a vote of 6-0 at the September 27, 2018 meeting; and

WHEREAS, the City Council of the City of Bastrop held a public hearing on October 9, 2018 to consider the Applicants’ request; and

WHEREAS, after consideration of public input received at the hearing, the information provided by the Applicants, and all other information presented, City Council finds that it is 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 on 1.95 acres of Building Block 62, East of Water Street located at 303 and 305 Martin Luther King Jr. Street, within the city limits

of Bastrop, Texas as more particularly shown and described on attachments Exhibit "A", and Exhibit "B", shall be rezoned to district C-1, Commercial 1.

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

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

READ and ACKNOWLEDGED on First Reading on the 9th day of October 2018.

READ and APPROVED on the Second Reading on the 23th day of October 2018.

APPROVED:

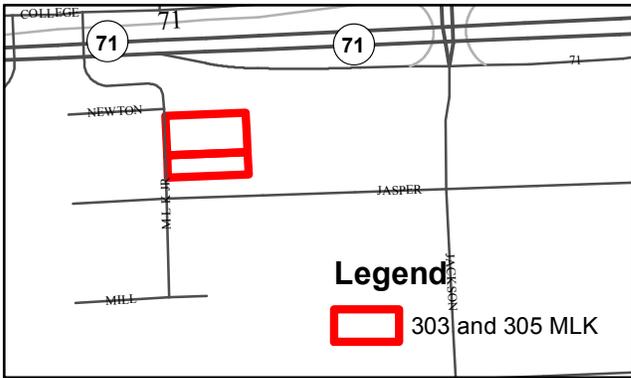
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



1 inch = 131.04 feet

Aerial Map
Rezoning Request for 303 & 305 MLK
SF-7, Single Family-7 to C-1, Commercial-1



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

Date: 09/18/2018

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

P.O. Box 1917
Bastrop, Texas 78602
512-303-4185
Firm Reg. #10058400
jgaron@austin.rr.com

June 22, 2018

LEGAL DESCRIPTION: BEING A 0.710 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF BUILDING BLOCK 62, EAST OF WATER STREET, CITY OF BASTROP, BASTROP COUNTY, TEXAS AS SHOWN ON MAP OR PLAT RECORDED IN PLAT CABINET 1, PAGE 23A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO SHARRON SCRANTON, ET AL BY DEED RECORDED IN VOLUME 1626, PAGE 264 OFFICIAL RECORDS, BASTROP COUNTY, TEXAS; SAID 0.710 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN JUNE, 2018:

BEGINNING at a cotton gin spindle found on the east line of Martin Luther King, Jr. Drive and the west line of Building Block 62 for the northwest corner of that certain 0.505 acre tract of land conveyed to Kathryn Rogers by deed recorded in Volume 1496, Page 823 of said official records and the southwest corner hereof from which a 60D nail in washer found at the southwest corner of Building Block 62 bears S 00°05'13" E a distance of 78.03 feet;

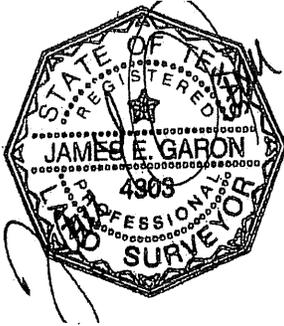
THENCE N 00°06'47" E a distance of 93.16 feet along Martin Luther King, Jr. Drive to a cotton gin spindle found for the northwest corner hereof and the southwest corner of that certain 1.24 acre tract of land conveyed to Kathryn Rogers by deed recorded in Volume 1854, Page 63 of said official records;

THENCE N 89°59'49" E a distance of 332.46 feet to a 1/2" iron rod found in the west line of that certain 0.296 acre tract of land conveyed to Kathryn Rogers by deed recorded in Volume 1961, Page 660 of said official records for the northeast corner hereof and southeast corner of said Rogers 1.24 acre tract;

THENCE S 00°25'38" E a distance of 92.66 feet along said line to a 1/2" iron rod found for the southeast corner hereof and the northeast corner of said Rogers 0.505 acre tract;

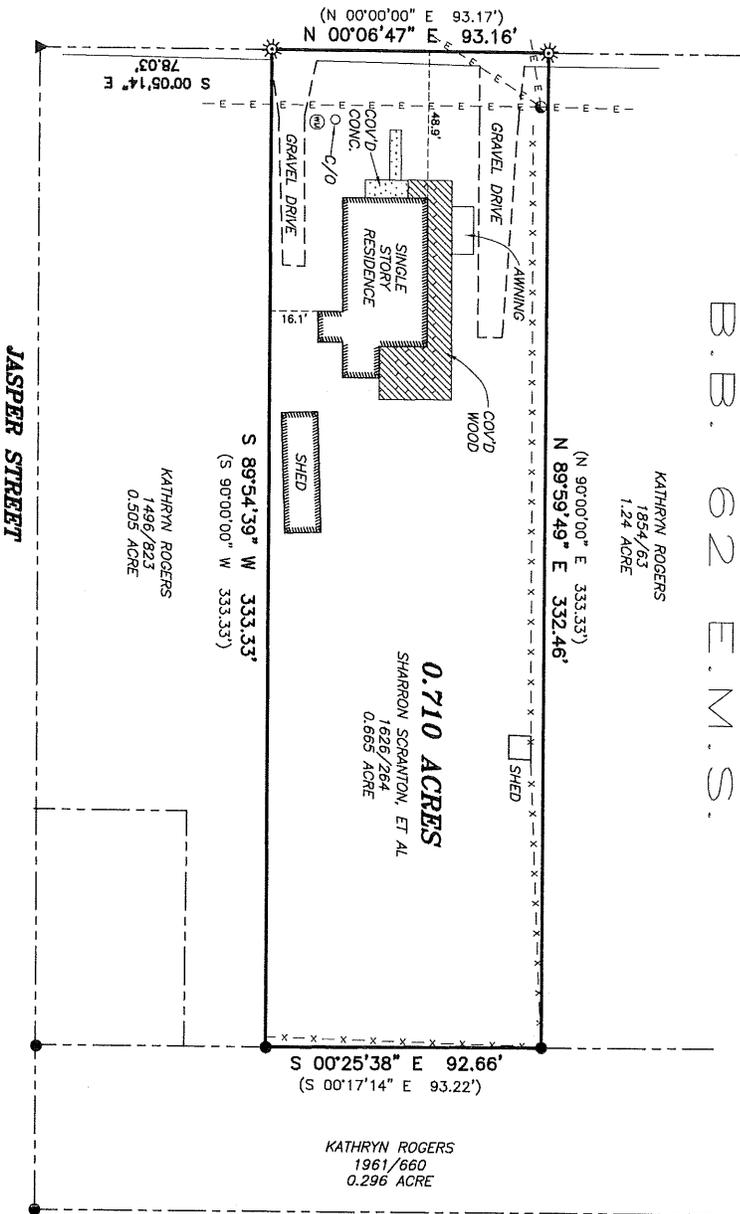
THENCE S 89°54'39" W a distance of 333.33 feet to the **POINT OF BEGINNING**, containing 0.710 acre of land, more or less, and as shown on sketch of survey prepared herewith.

Surveyed by:



James E. Garon
Registered Professional Land Surveyor
Server; co\Bastrop\City Bastrop\BB 62 EWS\38618

MARTIN LUTHER KING, JR. DRIVE
(50' R.O.W.)

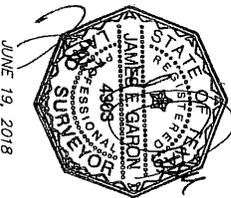


TO THE OWNERS, LIENHOLDERS AND AUSTIN TITLE COMPANY

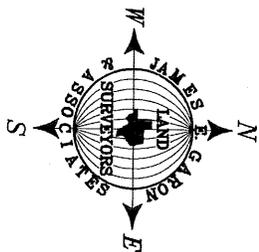
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "X" AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 4802100250E EFFECTIVE JANUARY 19, 2008.

© 2018 All Rights Reserved by James E. Garon & Associates
Use of this survey for any purposes other than this transaction is prohibited



SCALE: 1" = 40'



- LEGEND**
- 1/2" REBAR FOUND (UNLESS NOTED)
 - 1/2" REBAR SET W/CAP
 - ☼ STAMPED J.E. GARON PLUS 4305
 - COTTON SPINDLE FOUND
 - WIRE FENCE
 - WOOD FENCE
 - POWER POLE
 - OVERHEAD ELECTRIC LINE
 - DOWN GUY
 - RECORD CALL
 - (BRG.-DIST.)
 - WATER METER

REFERENCE: GUS CAPITAL VENTURES, LLC G.F. NO.: AUT18003230
ADDRESS: 303 MARTIN LUTHER KING, JR. DRIVE, BASTROP TEXAS
LEGAL DESCRIPTION: 0.710 ACRE OUT OF BUILDING BLOCK 62, EAST OF WATER STREET, CITY OF BASTROP, BASTROP COUNTY, TEXAS, PLAT CABINET NO. 1, PAGE 234, PLAT RECORDS OF BASTROP COUNTY, TEXAS.
FIELD BOOK: B-569/17
FILES: /Co/Bastrop/City of Bastrop/ Building Blocks/ B 62/39618.dwg

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
Firm Reg. #10058400
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
jgaron@austin.tx.com
www.jamesegarson.com

**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

April 9, 2008

LEGAL DESCRIPTION: BEING A 1.240 ACRE TRACT OF LAND LYING IN AND BEING SITUATED OUT OF BUILDING BLOCK 62, EAST OF MAIN STREET, CITY OF BASTROP, BASTROP COUNTY, TEXAS AS SHOWN ON MAP OR PLAT RECORDED IN PLAT CABINET 1, PAGE 23A OF THE PLAT RECORDS OF BASTROP COUNTY, TEXAS AND BEING ALL OF THOSE CERTAIN TRACTS OF LAND, TRACTS 5 AND 6 DESCRIBED IN CAUSE NO. 1023 DISTRICT COURT RECORDS OF BASTROP COUNTY, TEXAS AND PARTITION DEED RECORDED IN VOLUME 72, PAGE 197 OF THE DEED RECORDS OF BASTROP COUNTY, TEXAS, SAID TRACTS CONVEYED TO ALBERT WHITE BY DEEDS RECORDED IN VOLUME 24, PAGE 240 AND VOLUME 48, PAGE 541 OF SAID DEED RECORDS; SAID 1.240 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN FEBRUARY, 2008:

BEGINNING at a ½" iron rod found on the west line of Chambers Street (not open) and the east line of Building Block 62 for the northeast corner of that certain 0.665 acre tract of land conveyed to Irene Collins by deed recorded in Volume 1058, Page 468 of said deed records and the southeast corner hereof and Tract 6;

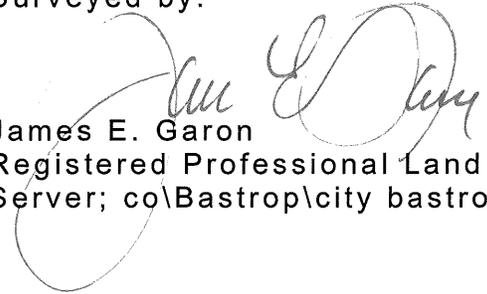
THENCE N 90°00'00"W a distance of 333.33 feet to a cotton gin spindle set in pavement on the west line of Building Block 62 and the east line of MLK Jr, Drive for the southwest corner of hereof and said Tract 6 and the northwest corner of said Collins 0.665 acre tract;

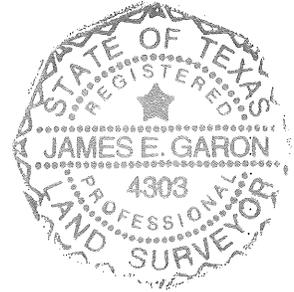
THENCE N 0°00'00"E a distance of 162.06 feet with the west line of Building Block 62 and east line of MLK Jr. Drive to a cotton gin spindle set in pavement for the northwest corner hereof, Building Block 62 and Tract 5;

THENCE N 90°00'00"E a distance of 333.33 feet with the north line of Building Block 62, Tract #5 and the south line of Newton Street (not open) to an iron rod set at the intersection of the south line of Newton Street with the west line of Chambers Street for the northeast corner hereof, Building Block 62 and hereof Tract 5;

THENCE S 0°00'00"E a distance of 162.06 feet to the **POINT OF BEGINNING**, containing 1.240 acres of land, more or less, and as shown on sketch of survey prepared herewith.

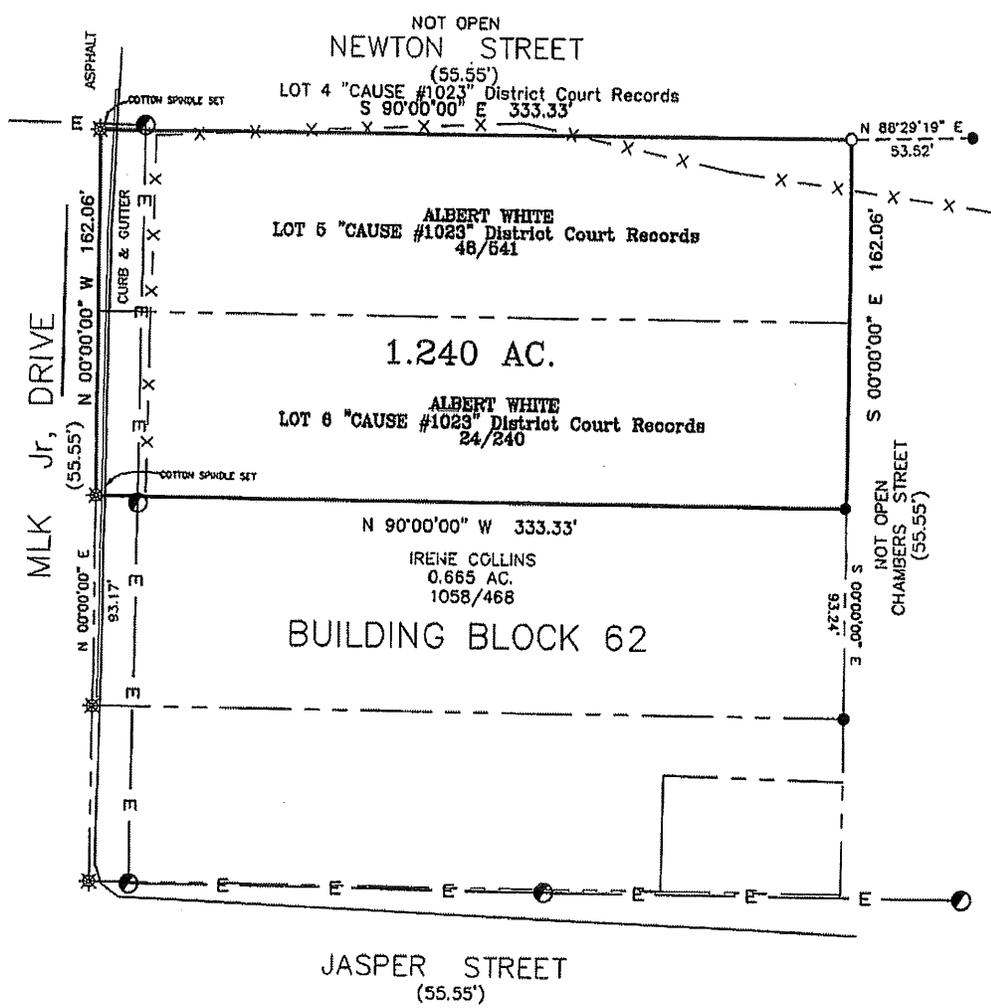
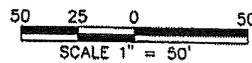
Surveyed by:


James E. Garon
Registered Professional Land Surveyor
Server; co\Bastrop\city bastrop\BB62 ems\B18108.doc



LEGEND

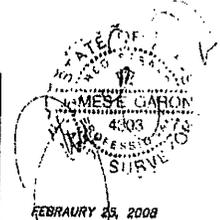
- 1/2" REBAR FOUND
- 1/2" REBAR SET W/CAP
- ⊙ STAMPED I.E. GARON RPLS 4303
- ⊙ 1/2" PIPE SET (UNLESS NOTED)
- ⊙ 1/2" PIPE FOUND (UNLESS NOTED)
- ⊙ COTTON SPINDLE FOUND
- ✕ FENCE POST FOUND
- ✕ WIRE FENCE
- POWER POLE
- OVERHEAD ELECTRIC LINE
- DOWN GUY
- (BRG.-DIST.) RECORD CALL



TO THE OWNERS, LIENHOLDERS AND BASTROP ABSTRACT

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "X" AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, PANEL NO. 46021C 0360 E EFFECTIVE JANUARY 19, 2006.



JAMES E. GARON & ASSOC.
 PROFESSIONAL LAND SURVEYORS
 924 Main Street
 Bastrop, Texas 78902
 (512) 303-4185
 (512) 321-2107 fax

REFERENCE KATHRYN ROGERS G.F. NO. 0826212
 ADDRESS 305 MLK Jr. DRIVE
 LEGAL DESCRIPTION
BEING 1.240 ACRE OUT OF BUILDING BLOCK 62 F.O.M. CITY OF BASTROP,
CAB. 1, PG. 234A PLAT RECORDS & TRACTS 5 & 6 VOL. 72, PG. 197
DEED RECORDS OF BASTROP COUNTY, TEXAS.
 FILE: SERVER\CO\BAS\COB\08 62\010108.DWG

Kathryn Rogers
1010 Chestnut Street
Bastrop, Texas 78602
Phone: (512) 924-5912
krogers@obrlaw.net

August 7, 2018

City of Bastrop

Re: Rezoning 303 and 305 MLK Jr. Drive from SF-7 to C-1

To Whom It May Concern:

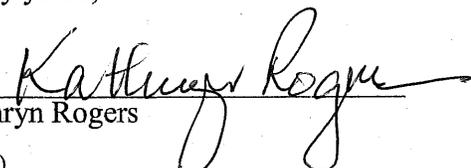
Greg Saunders owns a lot known as 303 MLK Jr. Drive in Bastrop. Kathryn Rogers owns the adjacent lot known as 305 MLK Jr. Drive in Bastrop. Both lots are located in Building Block 62, East of Main Street and Water Street. We are filing this joint application to rezone both lots from SF-7 to C-1, for the following reasons:

1. The balance of Building Block 62 is already zoned C-1. The requested change will result in the entire block being zoned the same, C-1.
2. The block is bounded on the East by Jackson Square, a commercial subdivision. It is bounded on the South by Jasper Street, and the Bastrop County Jail complex. It is bounded on the North by unopened Newton Street, which for all practical purposes serves as drainage. The lot on the other side of Newton is owned by TxDOT and is zoned commercial.
3. MLK Jr. Drive will be connected to Technology Drive in the Business Park and will be one of the two access routes to the Business Park.
4. The County is expanding the Jail, the Justice Center and Emergency Management Center into one large compound. MLK Jr. Drive will be one of the two planned access routes to this Compound.
5. TxDOT has plans to place exit ramps and frontage roads in the area North of these tracts.
6. The requested zoning change is consistent with the City of Bastrop Future Land Use Plan.

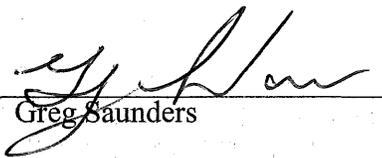
We therefore submit the attached Planning Application, with attachments, with a check in the amount of \$775.00 as a filing fee. Please direct correspondence to both of us at our respective addresses shown on the Application.

Very truly yours,

BY:


Kathryn Rogers

BY:


Greg Saunders

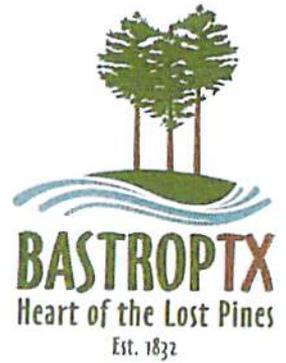
Enclosure(s)

RECEIVED

AUG 10 2018

By 

Notice of Pending Zoning Approval
City of Bastrop
Planning & Zoning Commission
And City Council



Dear Property Owner:

The **Planning and Zoning Commission** will conduct a public hearing on **Thursday, September 27, 2018 at 6:00 p.m.** and the **City Council** will conduct a public hearing (first reading) **Tuesday, October 9, 2018 at 6:30 p.m.** in the **City Hall Council Chambers** located at **1311 Chestnut Street, Bastrop, Texas** on the request to approve a rezoning for (0.665 acres) and (1.240 acres) out of Building Block 62, East of Water Street, located at 303 and 305 Martin Luther King Jr. Drive from SF-7, Single-Family 7 to C-1, Commercial 1, within the city limits of Bastrop, Texas.

Applicant(s)/Owner(s): Kathryn Rogers and Greg Saunders

Address(es): 303 and 305 Martin Luther King

Legal Description: (0.665 acres) and (1.240 acres) out of Building Block 62, East of Water Street

The site location map and a letter from the property owner is attached for reference.

As a property owner within 200 feet of the above referenced property, you are being notified of the upcoming meetings per the Bastrop Code of Ordinances. For more information on this project, you can contact the Planning & Development offices at (512) 332-8840, plan@cityofbastrop.org, or visit the office at 1311 Chestnut Street, Bastrop, Texas.

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: Kathryn Rogers
Property Address(es): 301 MLK, 1304 Jasper, R117864, 1962. merged Chambers
Phone (optional): 512-924-5912
Mailing Address: 1010 Chestnut St. Bastrop, Tx 78602
Email (optional): _____
Property Owner's Signature: Kathryn Rogers

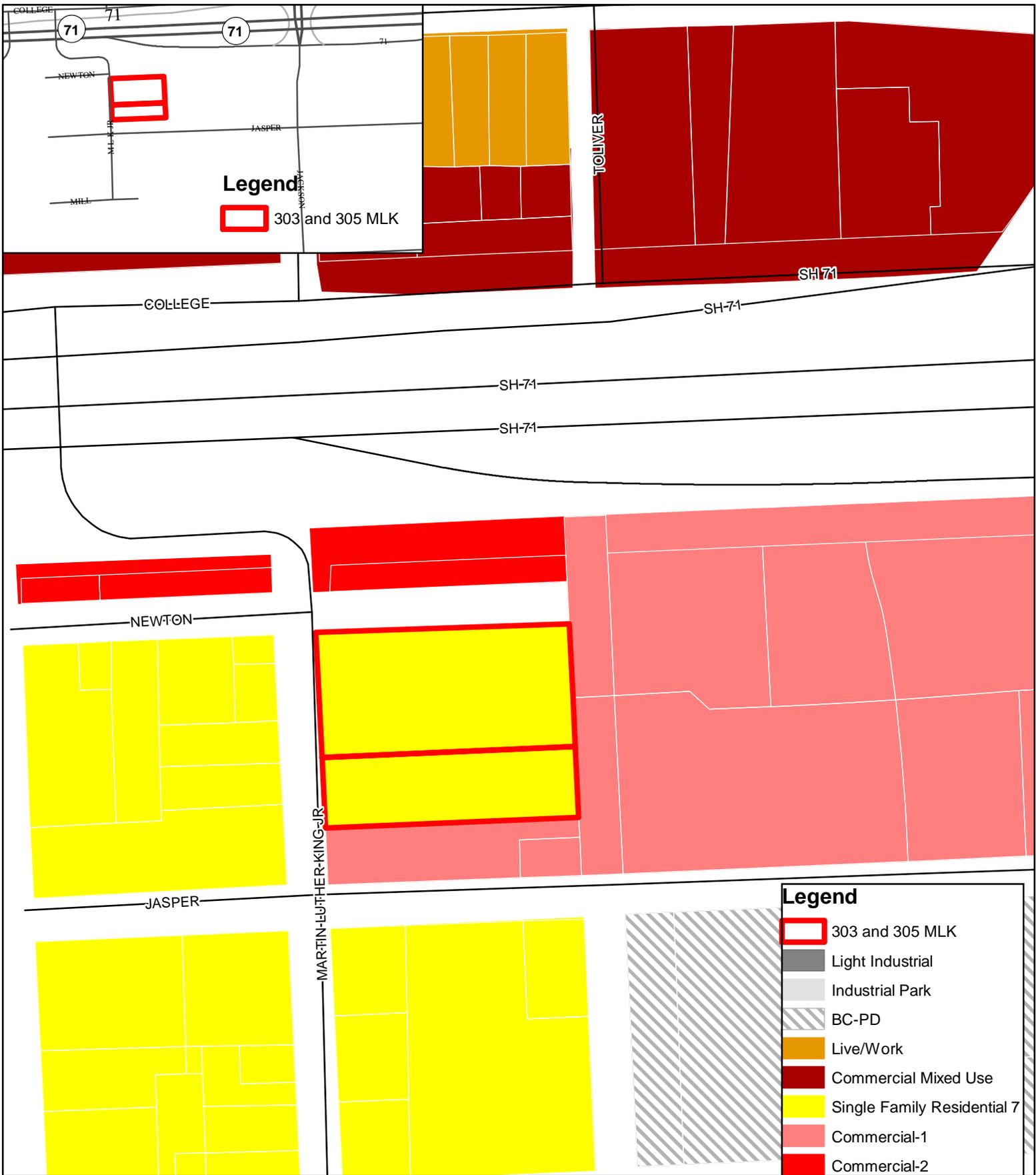
Comments: (Optional)

My lots are adjacent to these lots on the East side + South Side, all in BB #62

Please provide reply to the address below, via fax (512) 332-8829, or email: plan@cityofbastrop.org

Re: [MLK Rezone](#)

PLANNING & DEVELOPMENT



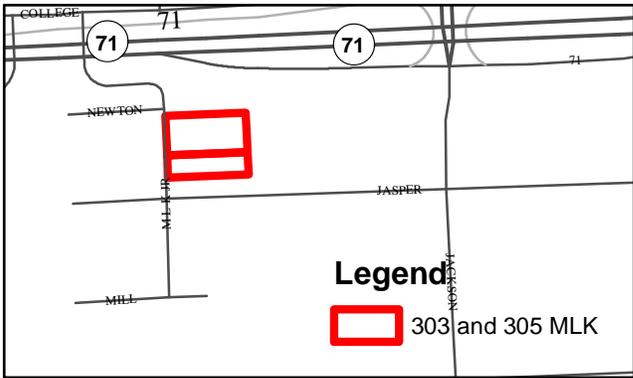
1 inch = 167.7 feet

Location and Zoning Map
 Rezoning Request for 303 & 305 MLK
 SF-7, Single Family-7 to C-1, Commercial-1

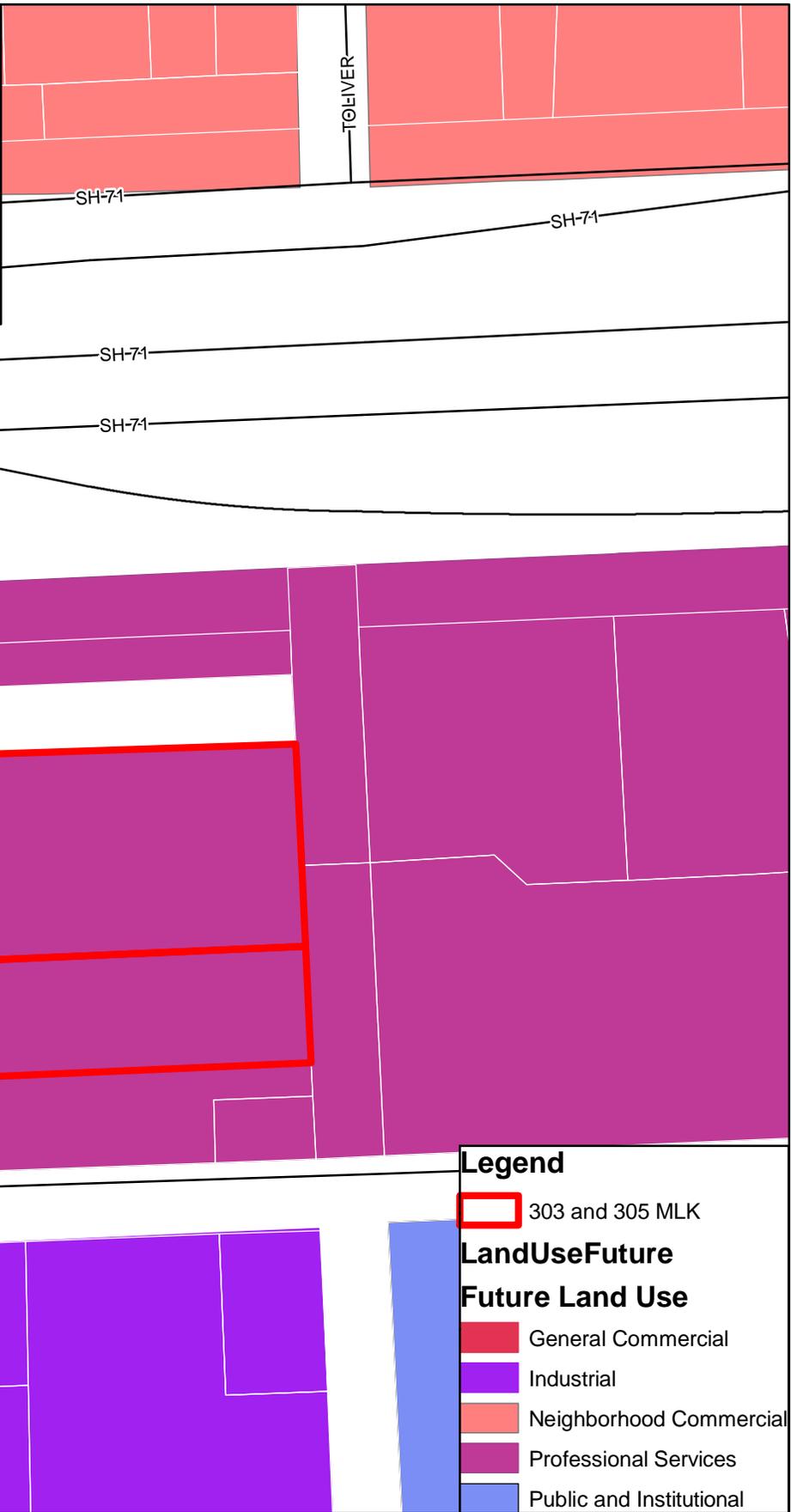


The accuracy and precision of this cartographic data is limited and should be used for information /planning purposes only. This data does not replace surveys conducted by registered Texas land surveyors nor does it constitute an "official" verification of zoning, land use classification, or other classification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

Date: 09/07/2018



Legend
 303 and 305 MLK



Legend
 303 and 305 MLK
LandUseFuture
Future Land Use
 General Commercial
 Industrial
 Neighborhood Commercial
 Professional Services
 Public and Institutional



Future Land Use Map
Rezoning Request for 303 & 305 MLK
SF-7, Single Family-7 to C-1, Commercial-1

1 inch = 131.04 feet



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

Date: 09/18/2018



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 9C

TITLE:

Consider action to approve the second reading of Resolution No. R-2018-102 of the City Council of the City of Bastrop, Texas, approving the terms of an economic development performance agreement between the Bastrop Economic Development Corporation and 921 Bastrop, LLC; approving the terms of an agreement for construction of improvements to the lot at 921 Main Street with 921 Bastrop, LLC, in an amount exceeding ten thousand dollars (\$10,000) attached as Exhibit A; repealing all resolutions in conflict; providing severability; and providing an effective date.

STAFF REPRESENTATIVE:

Mike Kamerlander, Bastrop EDC Executive Director

BACKGROUND/HISTORY:

The Bastrop EDC Board of Directors approved a Performance Agreement with 921 Bastrop, LLC, at their Board Meeting on September 17, 2018. Pursuant to Section 505.158(b) of the Local Government Code, prior to the BEDC funding a project involving an expenditure of more than \$10,000, the City Council shall adopt a Resolution authorizing the project, which Resolution shall be read by the City Council on two separate occasions.

As part of the Performance Agreement, the EDC will provide a cash incentive in the amount of \$123,535 to offset the costs of remediation of the lot and the relocation of certain utilities. That amount added to the appraised value of the property is approximately \$210,000, which is the EDC's commitment to the project.

The EDC budgeted for this project in their FY 2019 budget.

Through the investment of community resources in infrastructure improvements, the EDC is promoting new or expanded business development. The EDC is authorized in the LGC Section 505.158 to undertake projects related to business development in certain small municipalities:

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

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

RECOMMENDATION:

Consider action to approve the second reading of Resolution No. R-2018-102 of the City Council of the City of Bastrop, Texas, approving the terms of an economic development performance agreement between the Bastrop Economic Development Corporation and 921 Bastrop, LLC; approving the terms of an agreement for construction of improvements to the lot at 921 Main Street with 921 Bastrop, LLC, in an amount exceeding ten thousand dollars (\$10,000) attached as Exhibit A; repealing all resolutions in conflict; providing severability; and providing an effective date.

ATTACHMENTS:

- Draft Resolution
- Economic Development Performance Agreement
- History of 921 Main Street Project



RESOLUTION NO. R-2018-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING THE TERMS OF AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BETWEEN THE BASTROP ECONOMIC DEVELOPMENT CORPORATION AND 921 BASTROP, LLC; APPROVING THE TERMS OF AN AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS TO THE LOT AT 921 MAIN STREET WITH 921 BASTROP, LLC, IN AN AMOUNT EXCEEDING TEN THOUSAND DOLLARS (\$10,000) ATTACHED AS EXHIBIT A; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in recognition of the positive economic benefits which will accrue, and pursuant to the terms of Texas Local Government Code Section 501.158, the Board of Directors of the Bastrop Economic Development Corporation (“BEDC”) has authorized an Economic Development Performance Agreement with 921 Bastrop, LLC, to facilitate the remediation and improve infrastructure of a lot located at 921 Main Street in Bastrop, Bastrop County, Texas, through the BEDC’s funding of said remediation and relocation of certain utilities; and

WHEREAS, the development of an approximate 9,000 square foot building on the vacant lot, owned by the Bastrop Economic Development Corporation, requires certain incentives; and

WHEREAS, the total cost of the improvements is estimated to be \$210,000, including the current value of the lot, remediation, and relocation of certain utilities; and

WHEREAS, the Board of Directors of the BEDC has authorized the approval of a Performance Agreement with 921 Bastrop, LLC, to formalize the terms and conditions under which 921 Bastrop, LLC, shall cause the necessary improvements to the lot located at 921 Main Street in Bastrop, Bastrop County, Texas; and

WHEREAS, the BEDC and City Council by separate resolutions shall authorize the 921 Main Street Project as a qualified infrastructure and site improvement project pursuant to the authority of Texas Local Government Code Section 501.103; and

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

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

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

- The Performance Agreement, attached hereto as “Exhibit A”.

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

SECTION 3. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. Two Readings Required. Pursuant to Texas Local Government Code Section 505.158(b), this Resolution shall take effect immediately from and after its passage upon a subsequent second reading and passage, and it is duly resolved.

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

READ and ACKNOWLEDGED on First Reading on the 9th day of October 2018.

READ and APPROVED on the Second Reading on the 23rd day of October 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

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 921 Bastrop, 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 develop infrastructure improvements and construct a retail and professional businesses Building on Main Street in downtown Bastrop, Texas; and

WHEREAS, the location of the Building, as proposed, will contribute to the infrastructure needs and economic development of the City of Bastrop by creating new jobs and increasing employment, promoting and developing expanded business enterprises, increasing development, increasing real property values and tax revenues 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 construct and operate the Building 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 September 17, 2018 at the Corporation's regularly scheduled meeting of the Board of Directors the Corporation voted unanimously to authorize the Corporation's Executive Director into this Agreement; 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 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 property and 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, or its designee. 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.

“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.

“Building/Property” these terms, interchangeably, mean the approximately 9,000 square foot commercial building (“Building”) and leased area proposed for construction or occupancy as retail, restaurant and/or professional businesses; more specifically, the term “Property” or “Real Property” references the unimproved lot that is 0.1439 acres located at 921 Main Street, Bastrop, Texas.

“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.

“Commencement Date” means the date the Property is legally deeded and transferred from the Corporation to the Company.

“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 date of termination, provided for under Article VII of this Agreement.

“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.

“Infrastructure Improvements” means the infrastructure, utilities, sidewalk, drainage, telecommunications and other capital improvements the Company is making to the Property as incentive for the dedication of the Property as part of this Project.

“Lease Agreement” means the lease to be entered into as part of this Performance Agreement by and between Company and Corporation (Exhibit A hereto).

“Project” shall mean the infrastructure improvements, construction, and leasing of the retail business Building on the lot with 0.1439 acres located at 921 Main Street, Bastrop, Texas.

ARTICLE IV CORPORATION OBLIGATION

1. Capital Investment.

Corporation shall convey, transfer and dedicate the Real Property to the Company and pay ONE HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS AND (\$123,535.00) ZERO CENTS to Company as a Capital Investment and Infrastructure Improvements upon the Property. Corporation shall also dedicate, convey and transfer to Company title to the Property within thirty (30) days the Effective Date.

2. 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.

3. 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.

4. Reservation of Public Use Easement & Sidewalk Construction. Corporation will reserve out of any dedication and transfer of the Property to Company a public use easement for the exclusive use and benefit for the City of Bastrop, of which, Company is to construct and maintain a sidewalk on that portion of Real Property on 921 Main Street in conformance with the downtown plan of Bastrop and recommendation from the City’s engineer.

ARTICLE V PERFORMANCE OBLIGATIONS OF COMPANY

The obligation of the Company is to Commence Operations and repay the funds in the form of a Capital Investment in Real Property and needed Infrastructure Improvements set forth below in this Agreement.

1. Commencing Operations.
 - (a) Within ninety (90) days of the Commencement Date, Company must secure all necessary financing to begin construction of the Building; and,
 - (b) Within twelve (12) months of the Commencement Date obtain a Certificate of Occupancy for the Building.
2. Real Property Dedication & Infrastructure Improvement. Commencing upon the receipt the ONE HUNDRED TWENTY-THREE THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS AND (\$123,535.00) ZERO CENTS, Company is to immediately begin all necessary pre-construction processes to construct the Building; but, in no event shall the architectural and engineering documents be finished no later than one hundred twenty (120) days after receipt of any said funds. The Building is to be constructed as follows:
 - (a) Minimum two-story commercial building with masonry and steel construction in a historic style to match downtown Bastrop with design to be approved by the Corporation within thirty (30) days of presentment by Company for approval;
 - (b) Relocation of utilities, foundation slab work, and possible roof top deck;
 - (c) Common area elevator with stair wells both to serve the second story tenant and possible rooftop area;
 - (d) Exterior is to be brick with glass storefront to be designed in conjunction with the tenant and to keep with the historic look of downtown Bastrop; and,
 - (e) A balcony on the second floor overlooking Main Street.
3. 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 sixty (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.
4. 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.
5. Lien Execution. In recognition of the \$123,535.00 cash payment and dedication of the Real Property, Company shall execute a Lien in the amount of TWO HUNDRED TEN THOUSAND (\$210,000.00) DOLLARS within thirty (30) days of obtaining financing on the Project. This lien shall be subordinate to any liens, deeds of trust, and/or mortgages necessary to construct the Project that are made the basis of the Company's financing of the Project. This lien shall remain in full force and effect as security for the completion of the Project and shall be enforced and foreclosed upon immediately upon default by Company.

**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 Building.
 - (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 obligations in Article V and the remedies in Article VIII). 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.
2. Corporations' Covenants and Duties. 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; or
 - (b) Twelve (12) months following the Certificate of Occupancy being issued on the Project; or,
 - (c) Default by Company, whichever occurs first.

**ARTICLE VIII
DEFAULT**

1. Company Events of Default.

- (a) Failure of Company to perform any term, covenant or agreement contained in Article V;
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 the 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 Article IV.

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, and only in the event Company has met all obligations satisfactory to Corporation.

- (b) Corporation may foreclose upon its Lien under Section V and/or request Company to immediately repay Corporation the sum of TWO HUNDRED TEN THOUSAND (\$210,000.00) DOLLARS secured by the Lien.

4. Limitation on Use of Funds & Property 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.
- (b) Corporation shall have the right to rescind and is no longer legally obligated under the Lease Agreement between the Parties in the event the Company defaults herein.

**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 or Board Chair 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 Building 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: Bastrop Economic Development Corporation
Attention: Executive Director
301 Highway 71 W, Suite 214
Bastrop TX 78602

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

If to the Company: 921 Bastrop, LLC.
5900 Balcones Drive, Suite 160
Austin, Texas 78731

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.
 - (a) **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.
 - (b) **Amendment.** This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the Corporation and paid for by the Company.
8. **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.

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.
9. **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.
10. **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.
11. **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.
12. **Exhibits.** Any Exhibits attached hereto are incorporated by reference for all purposes.
13. **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.

14. 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 FUNDS PAID AND PROPERTY GRANTED 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.

15. 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.
16. 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.

[SIGNATURE PAGE FOLLOWS]

Executed on this 25 day of September, 2018

COMPANY

921 Bastrop, LLC, a Texas corporation

By: 

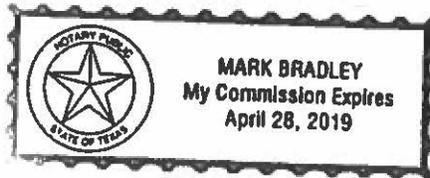
Edward E. Dudley, III

Title: Managing Member

STATE OF TEXAS }
COUNTY OF TRAVIS }

This information was acknowledged before me on this 25th day of September, 2018, by Edward E. Dudley, III, Managing Member of 921 Bastrop, LLC a Texas corporation, on behalf of said agency.


Notary Public, State of Texas



MARK BRADLEY
Notary's typed or printed name

04-28-2019
My commission expires

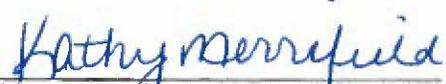
Executed on this 26th day of September, 2018.

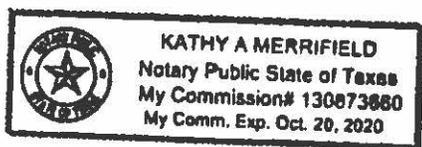
**BASTROP ECONOMIC
DEVELOPMENT CORPORATION**

By: 
Mike Kamerlander
Title: Executive Director

STATE OF TEXAS }
COUNTY OF BASTROP }

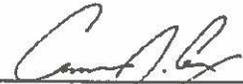
This information was acknowledged before me on this 26th day of September 2018 by Mike Kamerlander, Executive Director for the Bastrop Economic Development Corporation, a Texas non-profit industrial development corporation, on behalf of said agency.


Notary Public, State of Texas



Kathy Merrifield
Notary's typed or printed name
10-20-2020
My commission expires

APPROVED AS TO FORM:

By: 
Cameron J. Cox, BEDC Counsel
DNRB&Z P.C.

**Performance Agreement
Exhibit A**

LEASE AGREEMENT

BEGINS ON NEXT PAGE

**OFFICE LEASE AGREEMENT
BETWEEN**

**921 BASTROP, LLC.
(Landlord)**

AND

**BASTROP ECONOMIC DEVELOPMENT CORPORATION
(Tenant)**

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LEASE AGREEMENT

(Office)

This lease agreement (this "Lease") is made effective _____, 2018 between 921 BASTOP, LLC., a Texas Corporation ("Landlord"), and BASTROP ECONOMIC DEVELOPMENT CORPORATION, a Texas Corporation ("Tenant"), who hereby agree as follows:

§1. LEASE OF PREMISES

On the terms and subject to the conditions described in this Lease, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, approximately 4,500 square feet of rentable area, to be exactly determined upon completion and measurement of a final space plan prepared by Tenant and submitted to Landlord, measured in accordance with the current standards for measuring Rentable Area as established by the Building Owners and Managers Association ("BOMA"). The location of the 4,500 rentable square feet is the real property commonly known as 921 Main Street, Bastrop, Texas 78602 (the "Real Property"). Wherever used in this Lease, the term Leased Premises shall include the non-exclusive use of and access to the parking areas, and sidewalks adjoining or proximate to the Building. A depiction of the Leased Premises is attached hereto as Exhibit A.

§2. TERM; RENEWAL OPTIONS

- (a) Term. The term of this Lease (the "Term") shall commence on the Commencement Date (_____ 1, 2019) and shall end ten years to the date on _____, 2029 (the "Termination Date").
- (b) Renewal Options. Provided no "event of default" (as hereinafter defined) shall have occurred and remain uncured at the time of Tenant's exercise of its renewal right, Tenant shall have the right and option to extend the Term for one (1) additional consecutively occurring five (5)-year renewal term exercisable at the end of the Term. The Renewal Term shall be exercisable by delivery of a notice not later than one hundred twenty (120) days prior to the expiration of the Term, which states that Tenant thereby exercises its right and option to extend the Term for the Renewal Term under this Section 2(b). All terms and conditions of this Lease applicable during the Term shall also be applicable during the Renewal Term except that (i) no further renewals beyond the renewal granted herein shall be permitted, and (ii) the Rent for the Renewal Term shall be at a "Base Rent", hereinafter defined, of \$25.50 per square foot ("psf") per year (\$2.125 psf per month) for the Leased Premises.

§3. BASE RENT

During the Term, Tenant shall pay to Landlord base rent in United States dollars (the "Base Rent"), based upon the rentable square footage of the Leased Premises, in the following amounts:

	<u>Per Square Foot</u>
Months 1-60 (and any partial month at the beginning of the Term)	\$22.50 annually/ \$1.875 monthly
Months 61-120	\$24.00 annually/ \$2.00 monthly

All payments of Base Rent due under this Lease shall be due and payable in advance on or before the Commencement Date for the first month during the Term and on or before the first day of each calendar month thereafter, shall be made by normal business methods without demand, set-off, or deduction

whatsoever except as specifically permitted herein, and shall be paid and addressed to Landlord at c/o Stone Development Group, Inc., 5900 Balcones Drive, Suite 160, Austin, Texas 78731, or at such other address as Landlord may designate to Tenant in writing from time to time. If the Commencement Date is not the first day of a calendar month, the Base Rent for the first month of the Term shall be prorated on a daily basis. Base Rent shall be determined based on the per square foot rent multiplied by the rentable square feet in the Leased Premises as finally determined pursuant to §1 hereof.

§4. ADDITIONAL RENT

In addition to the Base Rent, Tenant shall pay to Landlord as additional rent, in the manner provided for in §5, below, in United States dollars, during the Term, Tenant's Pro Rata Share (defined below) of all Operating Costs (defined below) relating to the Building and the Real Property ("Additional Rent"). For purposes of this Lease: (i) "Tenant's Pro Rata Share" shall be the percentage which the rentable square footage of the Leased Premises (i.e. 4500 sf) bears to the total rentable square footage of the Building (i.e., 9,000 sf), which Landlord and Tenant agree shall be exactly determined upon completion and measurement of the Space Plans and certification by Landlord's architect as contemplated in Section 1 subject to Tenant's right to confirm pursuant to §1 hereof; (ii) Base Rent and Additional Rent shall be referred to collectively hereinafter as "Rent"; and (iii) "Operating Costs" shall mean the costs of operating the Building and the Real Property including, but not limited to, all of the following:

- (a) all real estate taxes and assessments relating to the Building and/or the Real Property ("Real Estate Taxes and Assessments") becoming due during the Term (and with respect to assessments, only those installments of assessments becoming due over the Term of the Lease based on payment of the assessment over the longest period of time permitted by the appropriate governmental agency), or any taxes which may be levied upon or assessed in lieu of such taxes or assessments (but only payable by Tenant as they become due during the Term), but excluding any penalties or interest payable by reason of failure of Landlord to pay such taxes and assessments, unless such failure results from Tenant's failure to timely pay Additional Rent to Landlord and further excluding any net income taxes, capital gains taxes, stock taxes, succession taxes, transfer taxes, franchise taxes, gift taxes, estate taxes or inheritance taxes;
- (b) all reasonable costs of insurance maintained by Landlord relating to the Building and the Real Property including, without limitation, all-risk/hazard insurance, flood insurance, rent loss insurance, fire and extended coverage insurance, and comprehensive public liability insurance, including umbrella coverage in amounts and with insurance companies acceptable to Landlord;
- (c) all bills and charges for gas, electricity, water (but not those utilities that are separately metered for the Tenant's Premises), sewage, trash disposal, and all other utility services consumed or used in connection with the Building or Real Property;
- (d) maintenance and repair of the Building (including but not limited to electrical, plumbing, heating, air conditioning and mechanical equipment) or Real Property and all parking areas and access drives, sidewalks and grounds; and,
- (e) subject to the exclusions and limitations set forth below, improvements, including capital improvements, or repairs undertaken to maintain the value and condition of the Building and Real Property as a first-class facility or to comply with all applicable laws, ordinances or orders.
- (f) a building management fee not to exceed 3.5% of the Base Rents collected for the Building.

Notwithstanding anything in this Lease to the contrary, the term "Operating Costs" shall not include: (1) the cost of any addition to the Real Property or alterations or refurbishment of space leased to other tenants; (2) real estate commissions or brokerage fees; (3) legal fees and all other costs in connection with tenant leases and enforcing tenant obligations; (4) marketing and advertising expenses incurred with the leasing of the Building; (5) costs incurred by Landlord which are reimbursed by insurance; (6) financing transactions; (7) refinancing fees and any late penalties; (8) interest or amortization; (9) any payments under ground leases or master leases relating to the Real Property; (10) except to the extent permitted below, depreciation and amortization of the Building and any equipment; (11) special services performed by Landlord for the benefit of individual tenants; (12) charitable contributions; (13) expense for artwork; (14) except as permitted by (f) above, off site management and overhead and wages and salaries of supervisory and executive personnel; (15) all amounts paid to subsidiaries or affiliates of Landlord that are in excess of competitive costs for such services; (16) costs, penalties, fines or awards and interest incurred as a result of Landlord's negligence in Landlord's operation of the Real Property, violations of law, negligence or inability or unwillingness to make payments and/or to file any income tax or other tax or informational returns when due; (17) costs which are reimbursable under any contractor, manufacturer or supplier warranty or service contract; (18) the costs of installing, operating and maintaining any specialty service, observatory, broadcasting facilities, luncheon club, athletic or recreational club or child care facility; the cost of installing, operating and maintaining any other service operated or supplied by third party and Landlord; the cost arising from any commercial concession operated by Landlord; (19) the cost of any parties, ceremonies or other events for tenants or third parties which are not tenants of the Building, whether conducted in the Building, Real Property or other location; (20) reserves of any kind; (21) costs incurred by Landlord in connection with rooftop communications equipment of Landlord or other persons, tenants or occupants of the Building if such communications equipment is not generally available to all tenants or occupants of the Building; (22) lease "takeover" expenses, including but not limited to, the expenses incurred by Landlord with respect to space located in another building of any kind or nature in connection with the leasing of space in the Building; (23) any costs, fees, dues, contributions or similar expenses for industry associations or similar organizations in which the Real Property, Landlord of building manager is a member; (24) the entertainment and travel expenses of Landlord, its employees, agents, partners and affiliates; (25) any costs for which Landlord receives a reimbursement, credit, refund or discount; (26) costs of any removal, abatement, remediation or containment of any toxic or hazardous material; (27) costs and expenses incurred for repairs and replacements due to faulty workmanship or materials used in the construction of the Building, or due to structural or design defects; and (28) other expenses that under generally accepted accounting principles consistently applied would not be considered normal maintenance, repair, management or operation expenses.

All Operating Costs shall be determined on a modified accrual basis.

All Operating Costs shall initially be charged based on Landlord's reasonable estimates with a final reconciliation based on actual cost with no mark-up and Landlord shall in no event be entitled to recover more than one hundred (100) percent of the actual Operating Costs. Any savings by Landlord with respect to any tax abatements received by Landlord with respect to the Building or the Real Property will be appropriately passed through to Tenant.

Notwithstanding the foregoing, the total expenses computed for determining the Operating Costs relating to the Leased Premises shall not include any expenses charged or chargeable or directly related to another tenant in the Building because of such tenant's disproportionate consumption of any utilities (as determined by Landlord) or such tenant's breach of its lease agreement with Landlord.

§5. OPERATING COSTS BUDGET

Additional Rent shall be paid by Tenant to Landlord in accordance with this section.

(a) Annual Budget. Prior to the Commencement Date, Landlord shall provide to Tenant an estimate of the total projected Operating Costs and Tenant's Pro Rata Share thereof for the Building and Real Property for the first year of the Term, which is estimated to be approximately \$2,250.00 per month.

(i) For each calendar year after 2019, Landlord shall deliver to Tenant not later than sixty (60) days prior to each such calendar year a detailed estimate of the total projected Operating Costs and Tenant's Pro Rata Share thereof for the Building and Real Property for the next calendar year.

(ii) Tenant shall pay in advance on or before the first day of each calendar month during the Term at the time and in the manner of payment for the Base Rent described above, its Pro Rata Share of such projected Operating Costs in equal monthly installments.

(b) Reconciliation of Costs. Within one hundred twenty (120) days after the end of each calendar year, Landlord shall provide Tenant an accounting of the actual Operating Costs incurred for the prior year ("Operating Cost Reconciliation").

(i) For purposes of reconciling the projected Operating Costs actually paid by Tenant versus the actual Operating Costs incurred by Landlord for each year which relate to the Leased Premises, if Tenant's Pro Rata Share of such actual costs exceeds the amount paid by Tenant for Additional Rent pursuant to this section (the "Deficiency"), Tenant shall pay to Landlord the Deficiency within thirty (30) days after notice from Landlord to Tenant detailing an accounting of the Deficiency and requesting payment of the Deficiency.

(ii) In the event the amounts actually paid by Tenant for Additional Rent exceeds Tenant's Pro Rata Share of such actual Operating Costs incurred by Landlord for that year which relate to the Leased Premises (the "Excess"), Landlord shall pay to Tenant the Excess within thirty (30) days after completing such accounting. In no event shall either party be required to pay any interest on any over-payment or under-payment made under this section. Landlord's and Tenant's obligations under this section shall survive the expiration or termination of this Lease.

(c) Tenant's Right to Audit. Landlord shall keep its books and records regarding Operating Costs for four (4) years after the end of the year to which such books and records relate.

(i) Upon reasonable notice to Landlord and by making request within sixty (60) days of receipt of the Operating Cost Reconciliation package, Tenant may elect to review the books and records of Landlord from the prior calendar year, and may elect to retain a licensed auditor or certified public accountant to perform an audit of such expenses ("Audit"). Such reviews and Audit will be performed during normal business hours.

(ii) In no event shall Landlord be obligated to cooperate with any party which engages in contingency-based audits, such parties herein stipulated by the Parties herein as being outside of the scope of the audit rights detailed herein. However, Landlord agrees to cooperate with a non-contingency based Audit paid for by Tenant as outlined in subsections (i) and (iii) herein.

(iii) Landlord shall reimburse Tenant for any overcharges revealed in the Audit regardless of the percentage overcharged. If the Audit reveals Landlord overcharged ten percent (10.00%) or more of the Operating Costs for the prior year, Landlord shall reimburse for the auditor's fees not to exceed Three Thousand Five Hundred Dollars (\$3,500.00). In the event the Audit reveals an overcharge of less than ten percent (10%), then Landlord shall reimburse all overpayments, but shall not reimburse Tenant for the costs of the Audit.

§6. SECURITY DEPOSIT

"Intentionally Omitted."

§7. INSURANCE

(a) Landlord Requirements. At all times during the Term and the Renewal Terms, if any, Landlord shall maintain all of the following insurance coverages: (i) fire and special perils coverage insurance insuring the full replacement value of the Building and all other

improvements to the Real Property, and (ii) commercial general liability insurance having a combined limit of not less than \$1,000,000, per occurrence. Each such insurance policy shall be issued by a reputable insurance company licensed to sell such insurance in the State of Texas. Landlord shall deliver to Tenant certificates evidencing that such insurance is in full force and effect.

- (b) Tenant Requirements. At all times during the Term, Tenant shall obtain and maintain: (i) workers' compensation insurance in compliance with statutory requirements; (ii) fire and extended coverage for Tenant's personal property on a replacement cost basis; and (iii) commercial general liability insurance written on an occurrence basis (including bodily injury, broad form property damage and blanket contractual liability), insuring Tenant's liability for loss of, damage to, property and injury to or death of third parties with a limit of at least \$1,000,000 combined single limit bodily injury and \$500,000 property damage for each such occurrence. All such insurance must be issued by reputable insurance companies licensed to sell such insurance in the State of Texas and include waivers of subrogation, provide that it may not be canceled except upon at least thirty (30) days prior written notice to Landlord, and name Landlord (and, if requested by Landlord, any mortgagee of the Building) as an additional insured or loss payee, as appropriate. Evidence of such insurance must be delivered to Landlord before Tenant is permitted to enter the Leased Premises and must be provided not less frequently than annually thereafter.

If Tenant does or permits anything to be done in the Leased Premises, Building, or Real Property, or brings or keeps anything therein which may in any way increase the rate of fire or other insurance on the Building or on the Real Property kept therein, or conflict with any insurance policy upon the Building or any part thereof, or with any statutes, rules or regulations enacted or established by the appropriate governmental authorities, then Tenant shall pay to Landlord as Additional Rent all amounts necessary to reimburse Landlord for such increase or otherwise remedy such situation.

- (c) Waiver of Subrogation. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other, its agent, officers, managers, directors, partners, members, shareholders or employees, for any loss or damage that may occur to the Leased Premises, the Building, the Common Areas and the Real Property, or any property therein, by reason of fire, the elements or any other cause which is insurable under fire and special perils coverage insurance policies, regardless of cause or origin, including negligence, and each covenants that no insurer shall hold any right of subrogation against such other party.

§8. QUIET ENJOYMENT

Provided that Tenant observes and performs the covenants and agreements under this Lease, Tenant shall, at all times during the Term and all Renewal Terms, peacefully and quietly have and enjoy possession of the Leased Premises without encumbrance, molestation or hindrance from Landlord, or any person or entity claiming by, through or under Landlord. Landlord represents that it has the full right and authority to enter into this Lease and the person executing this Lease on behalf of Landlord is authorized to bind Landlord.

§9. USE OF LEASED PREMISES; COMPLIANCE WITH LAWS

Tenant shall use the Leased Premises for general office use only, including uses incidental or related thereto, and shall not permit the Leased Premises to be used for any other purpose without the prior written consent of Landlord to that specific use, which shall not be unreasonably withheld. Tenant shall occupy and use the Leased Premises only in a careful, safe, and proper manner and shall not commit or permit any waste of or on the Leased Premises. Except to the extent the rules and regulations materially interfere with the exercise by Tenant of the benefits granted under this Lease, Tenant shall comply with the Rules and Regulations

attached hereto as Exhibit B and with all modifications adopted by Landlord from time to time, provided that such rules and regulations are enforced uniformly against all tenants in the Building. In the event that the terms of this Lease and the rules and regulations conflict, the terms of the Lease shall govern.

Landlord represents and warrants that the Leased Premises, the Building, the Common Areas and the Real Property shall comply with all applicable local, state and federal laws, regulations, orders, requirements and rules, including without limitation the Americans With Disabilities Act (the "Laws") and any covenants, conditions, restrictions and easements (the "Covenants") applicable to the Real Property on the Commencement Date. Landlord shall cause the Building, Common Areas and Real Property to comply with all Laws and Covenants during the term of this Lease. Landlord shall make all additions, alterations or improvements to the Leased Premises, Building, Common Areas and Real Property required by Laws and Covenants, except to the extent required as a result of Tenant's use which is not typical for an office use or as a result of alterations made by Tenant to the Leased Premises. The costs of any such additions, alterations or improvements that are required by Laws or Covenants which are not applicable on the Commencement Date shall be treated as Operating Costs. Except as is Landlord's obligation as aforesaid, Tenant shall, in its use of the Leased Premises, promptly comply or cause compliance with the Laws and Covenants.

Except as specifically set forth herein, no abatement or interruption in Rent or other charges required to be paid by Tenant pursuant to this Lease shall be claimed by or allowed to Tenant for any inconvenience or interruption or loss of business caused directly or indirectly by any present or future laws, ordinances, regulations, requirements, or orders of any lawful authority whatsoever.

§10. TEXAS LOCAL GOVERNMENT CODE CHAPTER 501 PERFORMANCE AGREEMENT

THIS LEASE IS SUBJECT TO THE TERMS OF THE CHAPTER 501 PERFORMANCE AGREEMENT ENTERED INTO BY THE PARTIES IN CONJUNCTION WITH THIS LEASE AND SECTION 501.160 OF THE TEXAS LOCAL GOVERNMENT CODE. SHOULD ANY PROVISIONS IN THIS LEASE CONFLICT WITH THE PROVISIONS OF THAT PERFORMANCE AGREEMENT, THEN THE TERMS OF THE PERFORMANCE AGREEMENT, AND ANY AMENDMENTS THERETO, CONTROL AND ARE BINDING UPON LANDLORD AND TENANT HEREIN.

§11. FORCE MAJEURE

In the event Landlord or Tenant shall be delayed or hindered or prevented in the performance of any obligations required under this Lease by reason of strike, lockout, fire, or acts of God, restrictive governmental laws or regulations, riots, insurrection, war or any other reason not within the reasonable control of Landlord or Tenant (herein called "Excused Causes"), the failure of performance of such obligations for such period of delay shall not be deemed a breach of or default under this Lease, and the period for the performance of any such act shall be extended for a period equivalent to the period of any such delay. Excused Causes shall not include (a) causes which result from a substantial fault or negligence of a party, or (b) the lack of sufficient funds.

§12. SUBLEASE PERMITTED

Landlord agrees to allow Tenant the exclusive right to sublease all or any portion of the Leased Premises. Tenant shall notify Landlord at least thirty (30) days prior to any sublease agreement being entered into and any subleasing tenant begins to occupy space within the Leased Premises, whichever shall occur first. The attached Exhibit C sublease shall be executed between Tenant, Landlord and the subleasing tenant within thirty (30) days of receipt by Landlord.

§13. MAINTENANCE AND REPAIRS

Except as is Landlord's obligation hereunder, Tenant shall maintain the interior of the Leased Premises and all Tenant's fixtures, signs, equipment, and personal property therein in good order and condition of repair, safety, cleanliness, and appearance, ordinary wear and tear excepted, and shall promptly make all repairs and replacements necessary or appropriate to so maintain the Leased Premises and such Tenant's fixtures, signs, equipment, and personal property. At the expiration or other termination of this Lease, Tenant shall

surrender and deliver up the Leased Premises in good order and condition as it shall be upon completion of construction of the Building, the Leased Premises and the Tenant Improvements, ordinary wear and tear, damage by fire, other casualty or condemnation or repairs required of Landlord, excepted.

Landlord shall keep and maintain in good order and condition of repair, in accordance with all applicable Laws, the Real Property, the Common Areas (and all improvements thereon) of the Building and all structural portions of the Leased Premises and all mechanical and utility facilities and systems serving the Leased Premises, or any portions of the foregoing, including without limitation any corridors, reception areas for the Building, common area restrooms, and other common areas available for use by all tenants and their invitees and the exterior sidewalks, owned parking lot (as applicable), and any grounds adjacent to the Building which are subject to this Lease.

§14. ALTERATIONS

For the purpose of this Lease, Alterations shall be herein defined as any amendment, modification, installation, construction, addition, or demolition of the Leased Premises, any portion thereof, or of the Building which touches, attaches to, or connects to the Building systems or structure. No Alteration or other change shall be made to the Building or to the Leased Premises by Tenant without Landlord's specific written permission. In the event the Tenant desires to undertake such Alterations, Tenant shall notify Landlord so that Landlord's engineer can review and advise the parties herein appropriately, and so that Landlord may conduct its own review of the impact of such Alteration prior to the commencement of work. In the event such Alteration is approved by Landlord, such approval not being unreasonably withheld, Tenant shall first obtain and pay for the cost of all designs, permits, and other costs to obtain authorization from all governmental authorities having jurisdiction.

Tenant shall cause such Alteration to be made promptly and in a good and workmanlike manner and in compliance with all Laws, keeping the Leased Premises free of all liens and claims for work, labor, or materials supplied or claimed to have been supplied to the Leased Premises. Any Alteration that requires Landlord's approval shall immediately become and remain the property of Landlord, unless Landlord otherwise agrees, in writing, subject to the rights of Tenant under this Lease; provided that upon termination of this Lease, Tenant shall remove any Alterations and restore the Leased Premises to the same condition as before the Alteration was made to the extent Landlord required such removal in its written consent to the Alterations. The provisions of this Section 14 shall not apply to the Tenant Improvements.

§15. DAMAGE OR DESTRUCTION TO LEASED PREMISES

(a) **Definition.** "Relevant Space" means:

- (i) the Leased Premises;
- (ii) access to the Leased Premises; and
- (iii) any part of the Building or the Real Property that provides Essential Services, as hereinafter defined, to the Leased Premises.

(b) **Repair of Damage.** If the Relevant Space is damaged in whole or in part from any cause and the Relevant Space can be substantially repaired and restored not later than one hundred fifty (150) days following the date of the damage using standard working methods and procedures, Landlord shall at its expense promptly and diligently repair and restore the Relevant Space to substantially the same condition as existed before the damage. This repair and restoration shall be completed not later than one hundred fifty (150) days following the date of the damage unless the delay is due to causes described in Section 11 hereof.

If it is determined that the Relevant Space cannot be repaired and restored not later than the expiration of the one hundred fifty (150) day period, which determination will be made within thirty (30) days after the date of such damage or destruction, then either party may cancel this Lease by giving notice to the other party.

- (c) **Abatement.** Unless the damage is caused by Tenant's willful misconduct, Rent shall abate in proportion to that part of the Leased Premises that is not reasonably fit for use in Tenant's business. The abatement shall consider the nature and extent of interference to Tenant's ability to conduct business in the Leased Premises and the need for access and Essential Services. The abatement shall continue from the date the damage occurred until ten (10) business days after Landlord completes the repairs and restoration to the Relevant Space and notice to Tenant that the repairs and restoration are completed, provided Landlord is receiving payments under its rent loss insurance policy through said date. Tenant shall have reasonable access to the Leased Premises during the repair or restoration in order to enable Tenant to repair or replace any equipment, wiring or cabling originally installed by Tenant.
- (d) **Tenant's Property.** Notwithstanding anything else in this Section 15, Landlord is not obligated to repair or restore damage to Tenant's trade fixtures, furniture, equipment, or other personal property.
- (e) **Damage to Building. If:**
 - (A) more than forty (40) percent of the Building is damaged and Landlord decides not to repair and restore the Building;
 - (B) any mortgagee of the Building shall not allow adequate insurance proceeds for repair and restoration;
 - (C) the damage is not covered by Landlord's insurance required by Section 7(a); or
 - (D) the Lease is in the last twelve (12) months of its Term,

then Landlord may cancel this Lease. To cancel, Landlord must give notice to Tenant not later than thirty (30) days after Landlord knows of the damage. The notice must specify the cancellation date, which shall be at least thirty (30) but not more than sixty (60) days after the date notice is given.

- (f) **Cancellation.** If either party cancels this Lease as permitted by this Section 15, then this Lease shall end on the day specified in the cancellation notice. The Rent and other charges shall be payable up to the cancellation date and shall account for any abatement. Landlord shall promptly refund to Tenant any prepaid, unaccrued Rent accounting for any abatement, if any, less any sum then owing by Tenant to Landlord.

§16. CONDEMNATION

If all or a material part of the Leased Premises are taken by any condemning authority under the power of eminent domain or by any purchase or other acquisition in lieu thereof, this Lease shall terminate as of the date possession is required by the condemning authority. In addition, if any portion of the Building (other than the Leased Premises) is so taken, and in Landlord's reasonable opinion the Building should be restored in a manner that materially alters the Leased Premises, Landlord shall have the right at its option to terminate this Lease at any time not later than thirty (30) days after the date possession is required by the condemning authority. In the event of any such termination, the Rent payable by Tenant shall be apportioned as of the termination date. In any event, Landlord shall be entitled to receive the entire appropriation award or consideration paid by the condemning authority, other than any part of such award or consideration which relates to Tenant's occupancy of the Leased Premises, or its moving and relocation expenses. In the event that any portion of the Leased Premises, the Building or the Common Areas are taken by any condemning authority under the power of eminent domain or by any purchase or other acquisition in lieu thereof, and such taking or acquisition results in a material interference with Tenant's ability to use the remaining portion of the Leased Premises, the Building or the Common Areas, Tenant may, at any time not later than thirty (30) days following Tenant's receipt of written notification from Landlord regarding such taking or acquisition, terminate

this Lease. In the event that this Lease is not terminated by either Landlord or Tenant as permitted hereunder, Landlord shall proceed to promptly and expeditiously repair the Leased Premises, the Building and the Common Areas to, as nearly as practicable, the condition existing prior to the condemnation or taking such that the Leased Premises, the Building and the Common Areas are a complete architectural unit. All Rent shall be equitably abated during the period of repair.

For purposes of this section, any negotiated sale to a public or quasi-public authority under the threat of condemnation shall be deemed to constitute a taking by such public or quasi-public authority under the power of eminent domain.

§17. SERVICES

During the Term and the Renewal Terms, if any, Landlord shall provide the following services:

- (a) landscaping,
- (b) maintenance of the structure, roof, mechanical and electrical equipment and architectural finish of the Building, and
- (c) air conditioning filters.

During the Term and Renewal Terms, if any, Tenant shall provide the following services for its Leased Premises:

- (a) electricity which will be metered separately to the Tenant;
- (b) water, which will be metered separately to the Tenant;
- (c) janitorial services; and,
- (d) interior maintenance including light bulbs.

The Parties agree that the services essential to the operation of the Building and the Leased Premises ("Essential Services") are elevator service, water and wastewater service, HVAC service and electrical service. If any Essential Services are interrupted for more than five (5) consecutive business days for any reason other than Tenant's negligence or willful misconduct, Landlord shall abate Rent retroactively to the date of such interruption, and such abatement shall continue until the Leased Premises can be used for the purposes established herein. If any Essential Service is interrupted for more than one hundred twenty (120) consecutive days for any reason other than Tenant's negligence or willful misconduct (if such interruption is not otherwise covered by Section 15 of the Lease), Tenant shall have the right but not the obligation to terminate this Lease by delivering written notice to Landlord.

Notwithstanding the foregoing, Landlord shall not be required to provide or maintain to the Leased Premises any specialized utility services. Tenant shall be solely responsible for obtaining any such specialized utility services but may do so only with the prior written consent of Landlord, which shall not be unreasonably withheld, and Landlord shall cooperate with Tenant to obtain such specialized utility services. Tenant shall be responsible for all damages resulting from any interruption of normal utility services caused by Tenant's specialized services.

§18. SUBORDINATION OF LEASE

This lease and Tenant's rights under this Lease are and shall at all times be subordinate to all mortgages, ground leases or master leases (collectively, "Mortgages") now encumbering or that may hereafter encumber the Building and/or the Real Property and to all advances made or to be made thereon and all renewals, modifications, consolidations, replacements or extensions thereof to the full extent of all sums secured thereby, but only if a subordination, non-disturbance and attornment agreement in form reasonably satisfactory to Tenant is entered into between Tenant and the holder of any such Mortgage. Prior to the Commencement Date, Landlord shall obtain from the holder of any Mortgages a nondisturbance agreement in form and substance reasonably satisfactory to Tenant. Tenant shall upon request of Landlord, or the holder of any such mortgage, execute and deliver to Landlord within ten (10) days after Landlord's request any instrument that would affect a subordination of this Lease to any Mortgages, provided such agreement is reasonably

satisfactory to Tenant, does not amend any provisions of this Lease and contains nondisturbance provisions reasonably satisfactory to Tenant.

§19. ESTOPPEL CERTIFICATES

Landlord and Tenant shall from time to time during the Term and Renewal Terms, if any, within fourteen (14) days following the request of the other, execute and deliver to the other a statement certifying that this Lease is in full force and effect, the date through which Base Rent, Additional Rent, and other charges under this Lease have been paid, and any other factual matter reasonably requested by the other.

§20. INDEMNIFICATION

Except to the extent provided in Section 7(c), Tenant shall indemnify and save harmless Landlord from and against any and all claims, liabilities, losses, damages, injuries, costs, and expenses that hereafter may occur or arise from or out of: (a) any cause whatsoever, on or in connection with Tenant's business on the Leased Premises during the Term, however or by whomever caused (except for Landlord, its agents, employees, contractors, subcontractors, licensees and invitees or in connection with the construction of the Tenant Improvements), including without limitation any use, misuse, possession, occupancy, or unoccupancy of the Leased Premises by anyone during the Term (except for Landlord, its agents, employees, contractors, subcontractors, licensees and invitees or in connection with the construction of the Tenant Improvements), or any failure by Tenant to perform and observe all obligations and conditions to be performed and observed by it under this Lease, and (b) any reasonable costs or expenses incurred or paid by Landlord in connection with the foregoing, including reasonable attorneys' fees and other costs and expenses in prosecuting or defending any of the foregoing whether litigated or unlitigated. Notwithstanding anything to the contrary in this Section 20 or the Lease, Tenant shall not be liable to Landlord for any consequential or incidental damages.

Except to the extent caused by the act or omission of Landlord, its agents, employees, contractors, subcontractors, licensees or invitees or occurring in connection with the construction of the Tenant Improvements, Landlord shall not be liable to Tenant for any losses, damages, injuries, costs, or expenses whatsoever relating to the Leased Premises, including without limitation any interruption or cessation of the business of Tenant or any subtenant or loss incurred as a consequence of damage to or destruction of the Leased Premises.

Tenant shall defend (including without limitation arbitrations and administrative proceedings) with respect to claims for losses, costs, expenses, or damages covered by Tenant's indemnification above, and shall pay all judgments and settlements relating thereto.

Except to the extent provided in Section 7(c), Landlord shall indemnify and save harmless Tenant from and against any and all claims, liabilities, losses, damages, injuries, costs and expenses that may hereafter occur or arise from or out of: (a) any failure by Landlord to make any payment to be made by Landlord hereunder or fully to perform or observe any obligation or condition to be performed or observed by Landlord hereunder, (b) any damage, personal injury, death or other matter arising out of any acts or omissions by Landlord, its agents, employees, contractors, subcontractors, licensees and invitees or in connection with the construction of the Tenant Improvements, and (c) any reasonable costs or expenses incurred or paid by Tenant in connection with the foregoing, including without limitation reasonable attorneys' fees and other costs and expenses in prosecuting or defending any of the foregoing whether litigated or unlitigated. Notwithstanding anything to the contrary in this Section 20 or the Lease, Landlord shall not be liable to Tenant for any consequential or incidental damages. Landlord shall defend all lawsuits (including without limitation arbitrations and administrative proceedings) with respect to claims or losses, costs, expenses or damages to which Landlord's indemnification hereunder applies, and shall pay all judgments and settlements relating thereto.

§21. LIMITATION OF LIABILITY

Notwithstanding any provision in this Lease to the contrary or any general rule of law, in no event whatsoever shall Landlord or any member, partner, director, officer, employee, agent, or other principal have any personal

liability whatsoever with respect to this Lease. Any liability of Landlord under this Lease shall be enforced solely against Landlord's equity interest in the Real Property, and any proceeds therefrom, and no other assets of Landlord shall be subject to this Lease, provided however that this limitation of liability shall not apply to any liabilities arising out of the gross negligence or wrongful misconduct of Landlord, its agents, employees, licensees, invitees, contractors or subcontractors.

§22. MUTUAL WAIVER OF SUBROGATION

All waivers of any claims and/or releases described within this Lease shall not be limited to the liability of Landlord and Tenant to each other; rather, such waivers shall also apply to the liability of any person claiming by, through, or under either Landlord or Tenant pursuant to a right of subrogation.

§23. PERSONAL PROPERTY

All personal property of Tenant used or located within the Leased Premises or in the Building shall be at the sole risk of Tenant. Landlord shall not be liable for any accident or damages to property of Tenant resulting from the use or operation of elevators or of the heating, cooling, electrical, mechanical, hydraulic, plumbing or other Building systems or components. Landlord shall not be liable for damages to property resulting from water, steam, or other causes.

§24. LIABILITY RELATING TO TENANT'S OPERATIONS

Landlord assumes no liability or responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the Leased Premises. Except to the extent caused by a defect in the Building, the Leased Premises or the Tenant Improvements or to the extent caused by the act or omission of Landlord, its agents, employees, licensees, invitees, contractors and subcontractors (as limited by the provisions of Section 7(c)), Landlord shall not be liable for any accident or injury to any person(s) or property in or about the Leased Premises which are caused by the conduct and operation of that business or by virtue of equipment or property of Tenant in the Leased Premises. The foregoing does not exculpate Landlord from its gross negligence or willful misconduct.

§25. EVENTS OF DEFAULT/REMEDIES UPON DEFAULT

Each of the following shall be deemed an "event of default" under this Lease:

- (a) failure by Tenant to make any payment of Rent to Landlord within seven (7) days after Tenant receives written notice from Landlord of Tenant's failure to pay Rent;
- (b) Tenant's failure to pay Rent within seven (7) days after such payment is due, at any time during any twelve (12) consecutive month period in which Tenant has already received a notice of its failure to pay Rent under paragraph (a) above;
- (c) failure by Tenant to make any other payment or perform or observe any other obligation or condition to be performed or observed by Tenant under this Lease and failure by Tenant to correct such default within thirty (30) days after Landlord gives Tenant notice to do so or, if because of the nature of such default it cannot be corrected within such thirty (30)-day period, failure by Tenant to commence correction within such thirty (30)-day period and thereafter to expeditiously and continuously prosecute the correction to completion;
- (d) the filing or execution or occurrence of any one or more of the following:
 - (i) petition in bankruptcy by or against Tenant and if against Tenant the failure to terminate such petition within sixty (60) days after filing;
 - (ii) petition or answer against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or relief relating thereto, under

any provision of the Bankruptcy Act or any statute of like tenor or effect and the failure to remove such petition within sixty (60) days after filing;

- (iii) adjudication of Tenant as a bankrupt or insolvent;
- (iv) assignment for benefit of creditors of Tenant, whether by trust, mortgage, or otherwise, or the execution of a composition agreement with Tenant's creditors;
- (v) petition or other proceeding by or against Tenant for the appointment of a trustee, receiver, guardian, conservator, or liquidator of Tenant, with respect to all or substantially all of Tenant's property and if against Tenant the failure to terminate such petition within sixty (60) days after filing;
- (vi) petition or other proceeding by or against Tenant resulting in the dissolution or termination of existence of Tenant and if against Tenant the failure to terminate such petition within sixty (60) days after filing; or
- (vii) the creation of a lien upon Tenant's leasehold interest under this Lease and the failure to remove such lien within sixty (60) days after Tenant has notice of the creation of such lien.

Immediately upon the occurrence of any event of default or at any time thereafter, unless that event of default has been cured with the written consent of Landlord or expressly waived by Landlord in writing, Landlord may at its option elect either to: (a) continue this Lease in full force and effect notwithstanding the occurrence of such event of default; or (b) terminate this Lease.

If Tenant fails to pay any Rent on or before the seventh (7th) day after any such payment becomes due and payable more than twice during any calendar year during the Term or any Renewal Term, Tenant shall pay to Landlord a late charge of ONE HUNDRED FIFTY-FOUR DOLLARS AND (\$154.00) ZERO CENTS.

The provisions of this section shall be cumulative in nature and nothing contained in this section shall in any manner impair or otherwise affect adversely any right, recourse, or remedy which otherwise would be available to Landlord at law or in equity. Notwithstanding anything in this Lease to the contrary, Landlord shall use commercially reasonable efforts to mitigate damages upon the occurrence of an event of default by Tenant.

§26. RIGHT TO CURE DEFAULTS

(a) **Tenant Default.** If Tenant fails to perform and observe all obligations and conditions to be performed and observed by it under this Lease, then Landlord may, but shall not be obligated to, cause the performance and observance of such obligations or conditions after written notice to Tenant and Tenant's failure to promptly commence to cure such failure or continue such cure with due diligence and in good faith and provided Tenant has not raised a bona fide dispute in connection with such failure, and all reasonable, actual costs and expenses incurred by Landlord in connection therewith and shall thereupon be due and payable immediately from Tenant to Landlord, with interest thereon from the time such costs and expenses were paid by Landlord until Landlord is reimbursed in full by Tenant at a rate equal to five (5) percent per annum.

(b) **Landlord Default.** If Landlord fails to make any necessary repairs to a) the structural components of the Building, b) preserve at least one functioning means of access to the Leased Premises, or c) major systems serving the Leased Premises and such failure continues for thirty (30) days after written notice from Tenant (as such thirty (30)-day period may be extended if it is not reasonably practicable for Landlord to complete such repairs within such period provided further that the provisions of Section 11 shall not extend such period for more than thirty (30) days in the aggregate irrespective of the actual duration of the force majeure event(s)), and provided Landlord has not raised a bona fide dispute in connection with such failure, then Tenant may make such repairs (so long as Landlord has not commenced and diligently pursued such repairs before Tenant). If Tenant makes such repairs, Landlord

shall reimburse Tenant for the actual, reasonable cost of such repairs, including without limitation attorneys' fees, together with interest thereon from the time such costs and expenses were incurred by Tenant until Tenant is reimbursed by Landlord at the rate of five (5) percent per annum. If Landlord fails to reimburse Tenant within thirty (30) days after notice from Tenant, Tenant shall be entitled to offset such amount against Rent becoming due thereafter.

§27. CUMULATIVE RIGHTS AND REMEDIES

Each right or remedy of Landlord under this Lease or now or hereafter available to Landlord by statute, at law, in equity, or otherwise shall be cumulative and concurrent and shall be in addition to every other such right or remedy, and neither the existence, availability, nor exercise of any one or more of such rights or remedies shall preclude or otherwise affect the simultaneous or later exercise by Landlord of any or all such other rights or remedies.

§28. HOLDING OVER

If Tenant retains possession of the Leased Premises or any part thereof after the expiration of the term of this Lease without the consent of Landlord, such holdover shall be deemed a month to month tenancy and Tenant shall pay to Landlord Base Rent in an amount equal to one hundred (100) percent of the monthly Base Rent rate in effect immediately prior to the termination of the Term for the first ninety (90) days Tenant retains possession of the Leased Premises and one hundred five (105) percent of the monthly Base Rent rate in effect immediately prior to the termination of the Term for the remaining time Tenant retains possession of the Leased Premises thereafter. Tenant shall also pay Additional Rent as required under Section 4, above. In the event Tenant pays the holdover monthly rate described above, Tenant shall not be liable to Landlord for consequential damages sustained by reason of Tenant's holding over. The provisions of this section do not exclude Landlord's rights of re-entry or any other right provided under this Lease or available at law or in equity. No such holding over shall be deemed to constitute a renewal or extension of the term hereof; however, all other provisions of this Lease, including the payment of Additional Rent, shall remain in full force and effect.

§29. ASSIGNMENT

Subject to the permitted transfers hereinafter set forth in this paragraph, Tenant shall be able to sublease the Leased Premises in accordance with Section 12 above. A sale or other conveyance of all or substantially all of the assets of Tenant or of a sufficient amount of the ownership in Tenant to constitute a change in control, shall constitute an assignment for purposes of this section. If Tenant desires to transfer or assign any of its rights under this Lease, Tenant shall give to the Landlord thirty (30) days written notice of Tenant's intention to do so, except with respect to assignments or subleases which are permitted hereunder without Landlord's consent. In no event whatsoever, and without limiting Landlord's right to reasonably reject any proposed assignment, shall this Lease be assigned in part without Landlord's prior written consent not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Tenant shall have the right (i) to assign the lease in all or any portion of the Leased Premises without Landlord's approval to a) any organization resulting from a merger or consolidation with Tenant, b) any organization succeeding to substantially all of the business and assets of Tenant, or c) any subsidiary or other entity controlling, controlled by or under common control with Tenant, provided, with respect to the transfer contemplated in c), the financial strength of such entity is comparable to that of Tenant, and (ii) sublease portions of the Leased Premises to vendors or others doing business with Tenant. Landlord will not unreasonably withhold, delay or condition its approval to an assignment to an unrelated party if the financial strength of such unrelated party is satisfactory to Landlord.

If the Leased Premises or any part thereof are sublet or occupied by anybody other than Tenant as permitted above, Landlord may, after default by Tenant, collect rent from the subtenant or occupant, and apply the net amount so collected to the Rent due from Tenant under this Lease, but no such subletting, occupancy or collection shall be deemed a waiver of any of Tenant's covenants contained in this Lease or the acceptance of such subtenant or occupant as Tenant, or a release of Tenant from further performance by Tenant of its covenants under this Lease. Tenant shall remain fully liable for all of its obligations under this Lease unless otherwise agreed to in writing to the contrary by Landlord, provided that Tenant shall be released by Landlord

from its duties and obligations under the Lease in the event of an assignment of the Lease approved by Landlord. Further any such subtenant or occupant shall unconditionally pay to Landlord all such rent in the event Landlord delivers notice to such subtenant, or occupant demanding the payment of rent to be made to Landlord.

Landlord shall have the right to assign or otherwise transfer any or all of its rights under this Lease without Tenant's approval, subject to the terms and notice provisions of the Performance Agreement.

§30. ACCESS AND OTHER RIGHTS OF LANDLORD

Tenant shall permit Landlord, its agents or employees, or any mortgagee of Landlord, to enter the Leased Premises, in such a manner so as to minimize any disruption of Tenant's use of the Leased Premises, at reasonable times after forty-eight (48)-hour prior notice to Tenant and, subject to the right of Tenant to have a representative of Tenant accompany such persons while on the Leased Premises, (a) to examine, inspect or protect the Leased Premises, (b) to make such repairs to the Leased Premises as Landlord is obligated to hereunder or has the right to do pursuant to Section 26(a), (c) to exhibit the Leased Premises to prospective tenants during the last six (6) months of the Term or following the commencement of any action to evict Tenant, and (d) to exhibit the Leased Premises to prospective mortgagees, purchasers and any other interested parties.

In addition to the foregoing, Tenant acknowledges that Landlord shall have the right at any time in the event of an emergency (without prior notice) to enter the Leased Premises to make all inspections, repairs, alterations, additions, and improvements to the Building, including without limitation the Leased Premises, as may be necessary for the safety, protection, or preservation of the Leased Premises or the Building or Landlord's interest therein.

In connection with this section, Tenant acknowledges that Landlord shall have the right to maintain a key (along with any key card or access codes) necessary to access the Leased Premises and that Tenant shall not change the locks or other security access cards or codes to the Leased Premises without providing Landlord with new keys and/or other access cards or codes necessary to enable Landlord such access. Notwithstanding anything herein to the contrary, Landlord shall have no right to keys to Tenant file cabinets or other personal property or to inspect Tenant's file cabinets or other personal property.

§31. FINANCIAL STATEMENTS

"INTENTIONALLY OMITTED"

§32. HAZARDOUS MATERIALS

- (a) For purposes of this Lease: (i) "CERCLA" means The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; (ii) "Hazardous Material" or "Hazardous Materials" means and includes petroleum (including, without limitation, gasoline, crude oil, fuel oil, diesel oil, lubricating oil, sludge, oil refuse, oil mixed with wastes and any other petroleum related product), flammable explosives, radioactive materials, any substance defined or designated as a "hazardous substance" under Sections 101(14) and 102 of CERCLA or any other materials defined or designated as hazardous under any federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree; (iii) "Release" shall have the meaning given such term, or any similar term, in Section 101(22) of CERCLA; and (iv) "Environmental Law" or "Environmental Laws" shall mean any "Superfund" or "Super Lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be in effect and as amended from time to time, including without limitation, the following (amended or replaced from time to time) and all regulations promulgated thereunder or in connection therewith: CERCLA; the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); The Clean Air Act ("CAA"); The Clean Water Act ("CWA"); The Toxic Substances Control Act ("TSCA"); The Solid Waste Disposal Act ("SWDA"), as amended by the Resource

Conservation and Recovery Act ("RCRA"); and the Occupational Safety and Health Act of 1970 ("OSHA").

- (b) Tenant hereby covenants and agrees that (i) no activity shall be undertaken on the Leased Premises, nor shall any activity be undertaken within the Building or on the Real Property, by Tenant or its agents, employees, contractors, or invitees, which would in any event cause (A) the Leased Premises or the Building to become a hazardous waste treatment, storage or disposal facility regulated or subject to regulation under any Environmental Law, (B) a Release of any Hazardous Material into the environment at, on, in, under, above, through, or surrounding the Leased Premises or the Building, or (C) the discharge of pollutants or effluents into any water source or system, which would require a permit under any federal law, state law, local ordinance or any other Environmental Law pertaining to such matters; (ii) Tenant shall at its sole cost and expense comply with, and ensure compliance by its agents, employees, contractors, or invitees with, all applicable Environmental Laws relating to or affecting Tenant's business on the Leased Premises, and Tenant shall keep the Leased Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws arising out of Tenant's use of the Leased Premises, all at Tenant's sole cost and expense; (iii) Tenant will, at Tenant's sole cost and expense, obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary to comply with all applicable Environmental Laws which relate to Tenant's business (the "Permits") and Tenant at all times shall remain in full compliance with the terms and provisions of the Permits; (iv) Tenant shall immediately give Landlord oral and written notice in the event that Tenant receives any communication from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Leased Premises or the Building or on the Real Property or otherwise with respect to Tenant's use and occupancy of the Leased Premises or the operation of Tenant's business therein; and (v) Tenant shall, at Tenant's sole cost and expense, conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Leased Premises or on the Real Property to the extent resulting from acts or omissions of Tenant or its agents, employees, contractors and invitees in accordance with all applicable Environmental Laws.
- (c) Tenant hereby indemnifies Landlord and agrees to hold Landlord harmless from and against any and all liens, demands, suits, actions, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Landlord and/or the Leased Premises, the Building for, with respect to, or as a direct or indirect result of: (i) the Release or presence from, in, on, over or under the Leased Premises of any Hazardous Materials regardless of quantity where caused by Tenant or its agents, employees or contractors; (ii) the Release or presence from, in, on, over or under the Building or on the Real Property of any Hazardous Materials regardless of quantity where caused by Tenant or its agents, employees or contractors; (iii) the violation of any Environmental Laws relating to Tenant's business on the Leased Premises; and (iv) the failure by Tenant to comply fully with the terms and provisions of this section, provided that nothing contained in this section shall make Tenant liable or responsible for conditions (i) existing prior to the Commencement Date or first occurring after the expiration of the Term of this Lease except where caused by Tenant or its agents, employees or contractors, or (ii) not caused by Tenant, its agents, employees or contractors. Nothing in this Section 32 shall prohibit the use by Tenant of office supplies which may fall within the definition of Hazardous Materials.
- (d) Landlord hereby indemnifies, agrees to hold Tenant harmless and defend Tenant from and against any and all liens, demands, suits, actions, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including without limitation attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Tenant with respect to, or as a direct or indirect result of: (i) the Release or presence from, in, on, over or under the Leased Premises, the Building or the Real Property of any Hazardous Materials regardless of quantity to the extent caused by

Landlord or its agents, employees or contractors; and (ii) the violation of any Environmental Laws relating to or affecting the Leased Premises, the Building or the Real Property to the extent caused by Landlord or its agents, employees, or contractors. Landlord represents to Tenant that, to its knowledge after due investigation except as set forth in the "Reports," as hereinafter defined (for purposes of this representation, due investigation shall be limited to Landlord's review of the Reports), there are no Hazardous Materials on the Real Property, and the Building and the Common Areas will not be constructed with any Hazardous Materials in violation of any applicable Environmental Laws. In the event of a breach of the foregoing representations, Landlord shall cure such breach at its sole cost and expense and no cost to Tenant.

- (e) Landlord shall be responsible, at its sole cost and expense, for paying all of the cleanup costs and expenses incurred in complying with an order of a governmental agency or entity with respect to a Release or the presence from, in, on, over or under the Leased Premises, the Building or the Real Property of any Hazardous Materials or any violation of any Environmental Laws, except to the extent caused by Tenant, its agents, employees, contractors, invitees or anyone else related to Tenant's building operations. Landlord, on behalf of itself and its successors and assigns, hereby waives any and all rights it may have to sue or otherwise make a claim against Tenant under any applicable Environmental Laws, or otherwise, with respect to the costs of any cleanup required by order by a governmental agency or entity of any Release or presence from, in, on, over or under the Leased Premises, the Building or the Real Property of any Hazardous Materials not caused by Tenant or its agents, employees, contractors, invitees or anyone else related to Tenant's building operations.
- (f) The obligations and liabilities of Tenant and Landlord under this section shall survive the expiration of the Term or earlier termination of this Lease.

§33. SIGNAGE

Landlord shall have the right to install and maintain a sign (or signs) on the Real Property identifying the Building, which signage shall be professionally designed and constructed and consistent with quality signage for office buildings in Bastrop, Texas. The name of the Building shall not be the same as or similar to the name of a competitor of Tenant or a disreputable person or entity. No painted signage will be permitted. Landlord shall, at its sole cost and expense, on or before the Commencement Date, provide signage reasonably acceptable to Tenant on the directory of the Building, on or beside the door which enters into the Leased Premises and in elevator lobbies on entire floors occupied by Tenant; subject to reasonable standard signage criteria for the Building and in compliance with all applicable laws and ordinances. Landlord shall have the right to approve the location and type of signage which shall not be unreasonably withheld, conditioned or delayed. The cost for, and installation of, such signs shall be at Tenant's sole cost and expense, or, at Tenant's election, may be funded out of the Allowance. Tenant shall not have the right to maintain any other signs on the Real Property or within the Building without the prior written consent of Landlord (in Landlord's sole discretion). Landlord agrees, so long as Tenant is leasing not less than an entire floor of the Building, not to permit any other company to place a sign on the exterior of the Building.

§34. NOTICES

All notices and other communications required or desired to be given to either party under this Lease shall be in writing and shall be deemed given three (3) days after having been mailed by certified United States mail, postage prepaid (return receipt requested) to that party at the address for that party (or at such other address for such party as shall have specified in a notice to the other party), or one day after having been properly delivered to Federal Express, UPS, or any similar nationally-recognized express delivery service for overnight delivery to that party at that address:

If to Tenant:

BASTROP ECONOMIC DEVELOPMENT CORPORATION
921 Main Street

Bastrop, Texas 78602
ATTN: Executive Director

If to Landlord:

921 BASTROP, LLC.
c/o Stone Development Group, Inc.
3307 Northland Drive, Suite 240
Austin, Texas 78731

§35. SURVIVAL OF OBLIGATIONS

No termination of this Lease and no repossession of the Leased Premises or any part thereof shall relieve Tenant and Landlord of their respective liabilities and obligations accruing hereunder prior to the date of such termination, all of which shall survive such termination or repossession.

§36. MEMORANDUM OF LEASE

This lease shall not be recorded; however, at the request of either Landlord or Tenant, the other party shall execute, acknowledge, and deliver a memorandum of this Lease (which would exclude all economic terms of this Lease) in recordable form for purposes of giving public notice of the rights and obligations of Landlord and Tenant under this Lease.

§37. NON-WAIVER

No failure by Landlord to exercise any option hereunder or to enforce its rights or seek its remedies upon any default, and no acceptance by Landlord of any rent accruing before or after any default, shall affect or constitute a waiver of Landlord's rights to exercise that option, enforce that right, or seek that remedy with respect to that default or any prior or subsequent default.

§38. NO THIRD-PARTY BENEFIT

This lease is intended for the benefit of Landlord and Tenant and, except as otherwise provided in this Lease, their respective successors and assigns, and nothing contained in this Lease shall be construed as creating any rights or benefits in or to any third party.

§39. LITIGATION

"INTENTIONALLY OMITTED"

§40. SEVERABILITY

The intention of the parties to this Lease is to comply fully with all laws governing leases, and this Lease shall be construed consistently with all such laws to the extent possible. If and to the extent that any court of competent jurisdiction is unable to so construe part or all of any provision of this Lease, and holds that part or all of that provision to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of this Lease, which shall remain in full force and effect.

§41. GOVERNING LAW; VENUE

This Lease has been negotiated and executed in the State of Texas and relates to real property located in the State of Texas.

All questions concerning the validity or intention of this Lease shall be resolved under the laws of the State of Texas. The parties to this Lease hereby designate Bastrop County, Texas, as the court of proper jurisdiction

and exclusive venue for any actions or proceedings relating to this Lease; hereby irrevocably consent to such designation, jurisdiction and venue; and hereby waive any objections or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in Bastrop County, Texas.

§42. EXHIBITS

All exhibits attached to this Lease are incorporated herein by reference.

§43. COMPLETE AGREEMENT

This document (with its exhibits, which are hereby incorporated herein by reference) contains the entire Lease between the parties and supersedes any prior discussions, representations, warranties, or agreements between them respecting the subject matter. No changes, alterations, modifications, additions, or qualifications to this Lease shall be made or be binding unless made in writing and signed by each of the parties. EXCEPTION: The Performance Agreement supersedes this Lease and its terms control any conflicting terms between the Performance Agreement and this Lease.

§44. COUNTERPARTS

This lease may be executed in several counterparts and each executed counterpart shall be considered an original of this Lease.

§45. GENDERS AND NUMBERS

When the context permits, each pronoun used in this Lease includes pronouns of the same person in other genders or numbers and each noun used in this Lease includes the same noun in different numbers.

§46. TIME OF THE ESSENCE

Time is of the essence for this Lease and the performance of all obligations hereunder by all parties.

§47. CAPTIONS

The captions at the beginnings of the sections of this Lease are not part of the context of this agreement, but are merely labels to assist in locating those sections, and shall have no effect on the interpretation of this Lease.

§48. SUCCESSORS IN INTEREST

Except as otherwise provided in this Lease, all provisions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, personal representatives, successors, and assigns of each party to this Lease.

§49. RIGHT OF FIRST OFFER

"INTENTIONALLY OMITTED"

§50. ROOF RIGHTS

"INTENTIONALLY OMITTED"

§51. EXCLUSIVITY

"INTENTIONALLY OMITTED"

§52. BROKERS

"INTENTIONALLY OMITTED"

[Signatures appear on the following page]

Signed and Acknowledged
in the presence of:

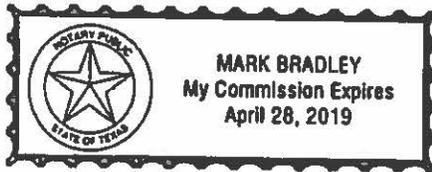
921 BASTROP, LLC.

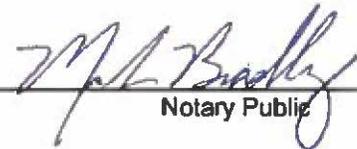
As to Landlord:

By 
Edward E. Dudley, III, Managing Member

STATE OF TEXAS
TRAVIS COUNTY

This document was acknowledged before me on September 25th, 2018, by Edward E. Dudley, III, the managing member of 921 BASTROP, LLC., a Texas Limited Liability Corporation, on behalf of the Company.




Notary Public

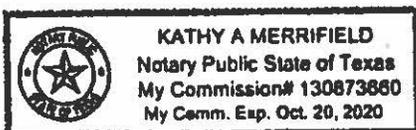
BASTROP ECONOMIC DEVELOPMENT
CORPORATION

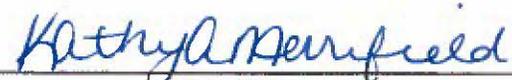
As to Tenant:

By 
Mike Kamerlander, Executive Director

STATE OF TEXAS
BASTROP COUNTY

This document was acknowledged before me on September 27th, 2018, by Mike Kamerlander the Executive Director of BASTROP ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit industrial development corporation, on behalf of said agency.




Notary Public

This lease was prepared by:
The 921 BASTROP, LLC., 3307 Northland Drive, Suite 240, Austin, Texas 78731

EXHIBITS

Exhibit A	Description of Leased Premises
Exhibit B	Building Rules and Regulations
Exhibit C	Sublease Agreement

EXHIBIT A
Description of Leased Premises

EXHIBIT B
Building Rules and Regulations

The sidewalks, entrances, passages, corridors, vestibules, halls, elevators or stairways in or about the Building shall not be obstructed by Tenant.

Tenant shall not place objects against glass partitions, doors or windows which would be unsightly from the Building corridor or from the exterior of the Building. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or fixed by Tenant on any window or part of the outside or inside of the Buildings without prior consent of Landlord.

Tenant shall not place a load upon any floor of the Building exceeding the lesser of the floor load which such floor was designed to carry or that allowed by law.

Tenant shall not waste electricity or water in the Building and shall cooperate fully with Landlord to assure the most effective operation of the Building HVAC system. All regulating and adjusting of HVAC equipment shall be done by the Landlord's agents or employees.

No additional or different locks or bolts shall be affixed on doors by Tenant. Tenant shall return all keys to Landlord upon termination of Tenant's lease. Tenant shall not allow peddlers, solicitors or beggars in the Building and shall report such persons to the Landlord.

Tenant shall not use the Premises so as to cause any increase above normal insurance premiums on the Building.

No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Premises. No space in the Building shall be used for manufacturing or for the sale of merchandise of any kind at auction or for storage thereof preliminary to such sale unless expressly authorized by Landlord in writing.

Tenant shall not engage or pay any employees of the Building without approval from the Landlord. Tenant shall not employ any persons other than the janitor or employees of Landlord for the purpose of cleaning Premises without the prior written consent of Landlord.

All removals from the Building or the carrying in or out of the Building or the Premises of any freight, furniture or bulky matter of any description must take place at such time and in such manner as Landlord may determine from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of the rules and regulations or provisions of Tenant's lease.

Normal Building Operating Hours are 7:00 a.m. to 6:00 p.m. Mondays through Fridays and 8 a.m. to 12 p.m. on Saturdays excluding New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (and the applicable weekday when any such day occurs on a weekend day) and all other federal, state, county or municipal holidays and all Sundays. Any day (other than a Saturday) on which Normal Building Operating Hours shall occur shall be a "Business Day". Outside of Normal Building Operating Hours, Landlord reserves the right to exclude from the Building all persons connected with or calling upon Tenant who do not present a pass to the Building signed by Tenant. Landlord will furnish passes to persons designated by Tenant and Tenant shall be responsible to Landlord for all acts of such persons.

Tenant shall cooperate with Landlord in minimizing loss and risk thereof from fire and associated perils.

Tenant shall, at Tenant's expense, provide artificial light and electric current for the Landlord and/or its contractors, agents and employees during the making of repairs, alterations, additions or improvements in or to the Leased Premises.

The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were designed and constructed and no sweepings, rubbish, rags, acid or like substance shall be deposited therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant.

Tenant may request HVAC service outside of Normal Building Operating Hours by submitting a request in writing to the Landlord by noon of the preceding workday. Landlord reserves the right to adjust the cost of providing after-hours air service to the tenants of the Building from time to time.

Landlord reserves the right to establish, modify and enforce parking rules and regulations.

All refuse from the Premises shall be disposed of in accordance with the requirements established therefore by Landlord and no dumpster shall be overloaded by Tenant.

Landlord reserves the right at any time to rescind, alter or waive any rule or regulation at any time prescribed for the Building and to impose additional rules and regulations when in its judgment Landlord deems it necessary, desirable or proper for its best interest and for the best interest of tenants and other occupants and invitees thereof. No alteration or waiver of any rule or regulation in favor of one Tenant shall operate as an alteration or waiver in favor of any other Tenant. Landlord shall not be responsible to any Tenant for the non-observance or violation by any other Tenant however resulting of any rules or regulations at any time prescribed for the Building.

EXHIBIT C
Sublease Agreement

History of 921 Main Street Project

The lot located at 921 Main Street has been empty since a fire destroyed the building in 2003. The City of Bastrop purchased the property in 2009 to gain control of the parking lot behind it. The site was used as a public space until progressive deterioration of the rear wall and the discovery of site drainage issues negatively affecting the structures on both sides of the lot prompted the City to rescind the use contract and bar access.

The walls of each of the neighboring buildings have been exposed to the elements for 15 years, interior walls which were never intended to be subjected to Texas weather. In June 2016, due to water damage sustained by the buildings on each side, the Bastrop EDC Board approved purchasing the lot in order to remediate the damage and determine its future use.

The City of Bastrop and EDC entered into an agreement on February 6, 2017, to transfer the property (the slab only, not the parking lot) to the EDC. Since that time, the EDC has completed studies and assessments and conducted public input sessions to determine the best use of the property. These included an assessment from KSA Engineers and a Town Square Initiative Study done by the Texas Historical Commission. Although there was public support for it to be used as a public meeting space, none of the studies suggested that. (These studies can be downloaded from the EDC's website: bastropedc.org/current-projects.)

Per direction of the BEDC Board, the EDC issued an RFQ for redevelopment of the lot in April 2017. There were two responses received. Stone Cobalt was selected and the EDC Board entered into a letter of intent (LOI) with them in October 2017 to market the project as a public-private partnership. (The Board later approved an extension of the original LOI to April 20, 2018, and another extension to December 31, 2018.)

At the June 2018 EDC board meeting, Stone Cobalt announced they had a possible tenant; if they could start on the building soon, it could be completed by April 2019. The EDC signed an LOI with Stone Cobalt (dba 921 Bastrop, LLC) on June 20th, specifying \$22.50/sq ft NNN for approximately 4,500 sq ft, plus \$6/sq ft for operating expenses, for the first five years; \$24/sq ft for the second five years, and a renewal option for an additional five years at \$25.50/sq ft.

Since that time, the Board has reviewed and approved a lease agreement and performance agreement with 921 Bastrop, LLC, which has now been agreed to by the developer. The EDC is now requesting approval by the Bastrop City Council.



STAFF REPORT

MEETING DATE: October 23, 2018

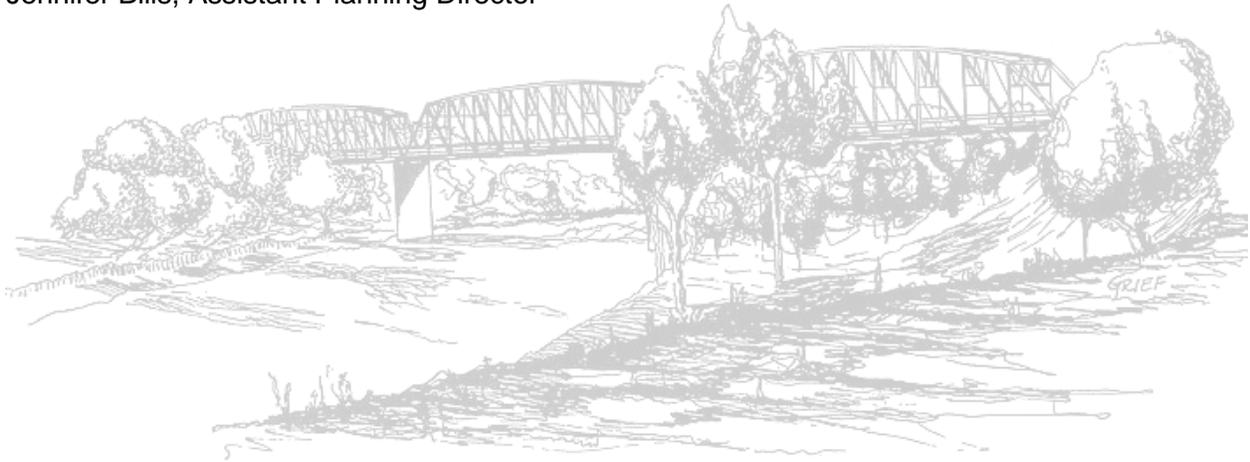
AGENDA ITEM: 10A

TITLE:

Consider action and approve Resolution No. R-2018-108 of the City Council of the City of Bastrop, Texas, making determinations regarding certain project-specific Exceptions and/or Exemptions as provided by Emergency Ordinance 2018-1, Section 8 (Temporary Moratorium); and Emergency Ordinance 2018-2, Section 7 (Emergency Drainage Application Rules).

STAFF REPRESENTATIVE:

Jennifer Bills, Assistant Planning Director





STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 10B

TITLE:

Consider action to approve Resolution No. R-2018-93 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing and providing cultural art and theater services, to the Bastrop Opera House, at a cost of Ninety Two thousand and Five-Hundred and 00/100 dollars (\$92,500) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Sarah O'Brien, Hospitality & Downtown Director

BACKGROUND/HISTORY:

Chapter 351 of the Tax Code provides the requirements on how Hotel Occupancy Tax (HOT) funds may be spent. As prioritized in the FY 18 Budget, Staff has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our investment. Staff also continues to work to bring HOT fund users together under the strategic goals and vision that have been developed in line with the Council's Focus Areas, the City's 2018 Work Plan, and the Comprehensive Plan 2036.

The Comprehensive Plan also states that Bastrop's continued emphasis on cultural arts and tourism development through coordinated policies will lead to hundreds of millions of dollars in economic activity for the region. The Bastrop Opera House presented their annual report at the August 28th, 2018 Council meeting

POLICY EXPLANATION:

The FY 18 budget emphasized Council's desire to diversify our revenue sources and increase property tax valuations. A strategic focus on economic development to reduce the City's dependence on sales tax was made a priority. Priority was given to leveraging the \$2,875,000 in annual Hotel Occupancy receipts to maximize the City's opportunity to attract tourism and to work towards becoming a AAA - 4 Diamond destination for all of our visitors. Staff is recommending HOT funding for the Bastrop Opera House under a contractual relationship for FY 19.

Over the last 12 months, with the creation of Visit Bastrop, the establishment of the City's Hospitality & Downtown Department, and the ongoing development of our Cultural Arts Master Plan, we are now uniquely positioned to leverage and work in tandem towards our community goals related to tourism. We hope to continue to effectively market and promote the Opera House and as part of the overall Bastrop visitor experience.

Deliverables from the FY 19 Contract include:

- Present 9-12 months' worth of programs annually (January – December) designed to appeal to tourists and attract overnight visitation to our City.

- All art work, images and details regarding the individual programs such as “performances,” “classes,” or “exhibits” for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop through their online Customer Relations Management system no later than 90 days in advance, preferably 120 days in advance.
- Maintain an active social media and online digital presence.
- Annual Marketing Plan
- Strategic Plan that addresses identifying additional funding sources
- Annual Operating Budget
- In partnership with Visit Bastrop, develop a visitor intercept survey to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.
- Monthly year-over-year traffic counts and primary market origin.
- Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Visit Bastrop.
- Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.
- Actively participate in the Cultural Arts Master Plan development and implementation process that is yet to be identified.
- Follow all applicable local, state and federal laws related to building improvements and expenditures of HOT

FUNDING SOURCE:

FY 19 Hotel Occupancy Tax Fund

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-93 of the City Council of the City of Bastrop, Texas awarding a community support service agreement associated with operating, marketing and providing cultural art and theater services to the Bastrop Opera House, at a cost of ninety Two Thousand and Five-Hundred and 00/100 dollars (\$92,500) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No-2018-93
- Community Service Support agreement
- FY 19 HOT Fund Request submitted by Bastrop Opera House

RESOLUTION NO. R-2018-93

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES ASSOCIATED WITH OPERATING, MARKETING, AND PROVIDING CULTURAL ART AND THEATER SERVICES TO THE BASTROP OPERA HOUSE, AT A COST OF NINETY-TWO THOUSAND AND FIVE-HUNDRED AND 00/100 DOLLARS (\$92,500) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE CONTRACT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council realizes the importance of preserving the Bastrop Opera House and providing theatrical entertainment and education to the Citizens of Bastrop, Texas and our out of town visitors; and

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

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

WHEREAS, The Bastrop Opera House is an integral part of the cultural arts fabric and has been brought together under the strategic goals and vision of the City Council of the City of Bastrop and the citizens Comprehensive Plan 2036; and

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

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing and providing cultural art and theater services, to the Bastrop Opera House, at a cost of Ninety-Two Thousand and Five-Hundred and 00/100 dollars (\$92,500) attached as Exhibit A.

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

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

conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 23rd day of October, 2018.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



COMMUNITY SERVICES FUNDING AGREEMENT

FY 2018 - 2019

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

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

1. SCOPE OF SERVICES

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

2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed ninety- two thousand five hundred and 00/100 dollars (\$92,500.00).
- B. Disbursals.** The City shall remit payment to the Organization of the grant funds due quarterly as an installment.

3. ACCOUNTABILITY

- A. Funding Source Identification.** Organization shall prominently include the City of Bastrop logo on all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media. Such materials will also include the line, "Funding for this program was made possible through a grant from the City of Bastrop."
- B. Written Reports.** Organization shall submit to the City's Hospitality & Downtown Department written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July and October. Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:
- (1) Services:** a description of the services provided during the preceding quarter; and
 - (2) Financial Statement:** a financial statement for the reporting period that indicates how the Organization expended grant funds; and
 - (3) Promotions:** copies of promotional materials distributed.
- C. Oral Reports.** Organization shall attend a regular meeting of the City Council on a quarterly basis to make a public presentation on the services provided under this Agreement. Attendance shall be scheduled in advance with the City's designated staff contact person. Organization shall submit presentation materials (i.e., visual aids) to the City's designated staff contact person at least 96 hours prior to the meeting.
- D. Oversight of Expenditures.** Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.

- E. Comingling.** Organization shall properly segregate grant funds and shall not comingle grant funds with other financial assets of the Organization.
- F. Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.

Overhead. A portion of the grant funds conveyed to the Organization by this Agreement may be spent by Organization for overhead, that being day-to-day operations, including supplies, administrative salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the provision of services approved by this Agreement. The amount of grant funding apportioned for Organization's overhead may not exceed 30% of the total grant amount.

- G. Audit.** Organization shall have its records and accounts audited annually and shall an annual financial statement prepared based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records.
- H. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.
- I. Hotel Occupancy Tax Policy.** Organization shall comply with the City's Hotel Occupancy Tax Use Policy, attached as *Exhibit "D"*, and *HOT Funding Accountability Standards and Deliverables, Exhibit "E"*, and incorporated herein.

4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2018-2019, which commences October 1st and ends September 30th, unless earlier terminated as provided herein.

B. Suspension of Payments.

(1) Misappropriation. Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

(2) Comingling. Organization's failure to properly segregate grant funds shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

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

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

(5) Notice. Notice of suspension shall be sent by the City to the Organization with an explanation and opportunity for the Organization to cure the infraction within 14 calendar days.

(6) Breach. Failure to remedy the infraction within 14 calendar days shall be grounds for the City to declare the Organization in breach and terminate this Agreement as provided herein.

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

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

E. Good Standing. The Organization hereby represents that it is in good standing with the Texas Secretary of State and has no City, County, State, or Federal debts or liens charged against it. Organization shall notify the City of any change in such status within 14 calendar days of Organization's receipt of notification.

F. Future Appropriations. Any future grants by the City are conditioned on appropriations by the City Council. The Parties acknowledge that nothing related to this Agreement or the City's stated desire to support the Organization (generally), at the time of execution of this Agreement, may be inferred to indicate that the City will

provide any funds in the future. The Organization acknowledges that funding by the City shall be decided on a fiscal year basis, and will be determined by the City Council based upon its evaluation of the City's budget and considering all fiscal needs confronting the City, including needs related to the proposed community services.

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

City of Bastrop
Attn: Hospitality & Downtown Department
P.O. Box 427
Bastrop, Texas 78602

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

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

M. Severability: If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

N. Effective Date. The City and the Organization make and execute this Agreement to be effective upon the _____ day of _____, 2018.

IN WITNESS, WHEREOF:

CITY:

by: _____
Lynda Humble, City Manager
City of Bastrop
Date of Execution: _____

ORGANIZATION:

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

ATTEST:

by: _____
Ann Franklin, City Secretary
City of Bastrop

ORGANIZATION'S PROPOSED SERVICES

Bastrop Opera House 2018-2019 Request

HOT funds for the 2018-2019 season will be used for:

- Production expenses
- Advertising/Promoting
- Production Equipment
- Conferences
- Staff

Funds will be used in promoting the art of theatre and encouraging attendance of events for out of town visitors thereby directly growing and advancing cultural tourism and hotel industry.

The Bastrop community will benefit from the Opera House by having high quality performances/shows brought to them. This will bring in both day visitors as well as overnight visitors who will come to Bastrop for the purpose of attending a performance at the Opera House. We receive calls on a regular basis from people out of town who want to come see a show/event at the Opera House but also want to know where to stay, eat, etc. while they are in Bastrop.

The Bastrop Opera House is currently the only live community theatre venue in Bastrop. There are other venues in Bastrop that provide live bands, however the Opera House is the only community venue that provides live theatre and the only venue that provides educational and acting opportunities for Bastrop citizens.

Exhibit “B”

CITY’S MODIFIED SERVICES PLAN

Present 9-12 months’ worth of programs annually (January – December) designed to appeal to tourists and attract overnight visitation to City Council.

All art work, images and details regarding the individual programs such as “performances,” “classes,” or “exhibits” for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop through their online CRM system no later than 90 days in advance, preferably 120 days in advance.

Maintain an active social media and online digital presence including google, yelp, trip advisor and similar listings.

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

Develop a strategic plan that addresses identifying additional funding sources for sustainability.

Present an annual operating budget to the City.

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

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

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

Work with Visit Bastrop and Explore Bastrop County to create “programming” that would be available for groups and conventions.

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

Actively participate in the Cultural Arts Master Plan development and implementation process that is yet to be identified.

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

DRAFT

Exhibit "C"

NOTICE TO ORGANIZATION

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

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

DRAFT

Exhibit "D"

HOTEL OCCUPANCY TAX POLICY

DRAFT

Bastrop Opera House
Hot Funds Application
2018/2019

Hot Funding Report FY 2017-2018 Season– Deliverables

- The Bastrop Opera House created a year long season that was heavily marketed. Our season runs from September-September. In the 2017-2018 season the Opera House produced 8 full productions and brought in 9 touring shows.
- We use Arts People which is an online ticket software for performing arts. This program has powerful tools to help us create targeted communications with our patrons. It also allows us to run off reports showing where all our ticket purchasers are from based on zip codes. This is how we know that over 50% are from outside of Bastrop county.
- Bastrop Opera House hosted several different events throughout the season for the community.
 1. The Bastrop County Best of the Best” awards ceremony was hosted at the Opera House as well as the Small Business Revolution Revealing Party.
 2. The Small Business Revolution Announcement Party was hosted at the OH.
 3. Bastrop hotel sales meeting
 4. Bastrop Film Friendly Workshop
 5. Bastrop County Tourism Rally
 6. Start off place for Christmas Cookie Crawl
- Bastrop Opera House rented the facility throughout the 2017-2018 season
 1. Bastrop County Honor Choir Performance Fundraiser
 2. Heart of Texas Church of Christ
 3. Conor McAnally /Honor Choir Fundraiser
 4. Historical Society Rendezvous
 5. Paxton Carpenter for week long company training
- The Opera House uses Arts People which is an online ticket software for performing arts. This program has powerful tools to help us create targeted reports. It also allows us to run off reports showing where all our ticket purchasers are from based on zip codes. This is how we know that over 50% are from outside of Bastrop county.
 1. Tickets sales for 2017-2018: 3,282 tickets sold online
 2. approximately 958 at the door. At the time of this report, we still have tickets to sell through August for this season.
 3. 1,233 tickets were from Bastrop zip code
- The Opera House is home to the Bastrop Opera House Youth Performing Arts Academy that has approximately 60 youth ages 3- high school enrolled. Each season 2 major youth productions are performed (fall and spring).
- In June of this season the Opera House had its first 2-week long summer musical theatre group that had 16 youth enrolled. This was a very successful camp and will be repeated this next summer.

Bastrop Opera House

711 Spring Street

Bastrop, TX 78602

Lisa Holcomb, Executive Director

Is this organization a 501 (c) 3? YES

Tax Id # 74-2161743

Total Amount Requested: \$132,055

Bastrop Opera House Mission:

The Bastrop Opera House was built in 1889 and is still producing quality entertainment for families. Plays are an ancient form of storytelling. Some are light hearted; some are deep and profound. All offer a message to the audience. Classic and contemporary plays and musicals speak to us because they explore what it means to be human. The Bastrop Opera House strives to give its performers the chance to perform and entertain. To give a gift back to the community in the form of acting.

To watch the Opera House come “alive” this last season has been a thrill for those of us involved with the Opera House. Almost any evening of the week, Monday-Thursday, you can come by and see actors, musicians, techs, all working together to get ready for the next show. Afternoons you’ll find children in the Opera House learning the art of theatre and most weekends you can be entertained with a play, musical or one of the touring shows.

We often have people call from out of town (sometimes out of state) to say that they want to come to Bastrop to see a show and want to know where to stay, eat, etc. We have people from out of town come see a show who say they will be returning to see another show but will stay the whole weekend.

Community theatre is a team effort opportunity for people of all talents, skills and energy . It enriches the community -- financially and artistically. Theatre is a wonderful leveler of people -- background becomes a moot issue. Plumbers work with and act next to bank presidents, children, and occasionally dogs.

- JoAnne Nissen, Retired Vice President, MRA-The Management Association, Racine, WI

Bastrop Opera House 2017-2018 Season

The OH had a fantastic and full season. There was hardly a weekend that didn't have a show/event/live music happening. The season consisted of:

War of the Worlds Radio Show

Rocky Horror Picture Show

The Derailers

Walkin' The Line

Austin Troubadours

Completely Hollywood

Decee Cornish Tribute To Washington Carver

Dona Rosita's Jalapeno Kitchen

E Flat Porch Band

Gospel Music Concert

Kitchen Witches

Flamenco Ensemble

Murder at Rutherford House

The Bible In 30 Minutes... Or Less

The Enchanted Bookshop

The Fantasticks

The Stories of Scheherazade

Clinically Undepressed

Bastrop Opera House 2018-2019 Hot Funds Request

Hot funds for the 2018-2019 season will be used for:

- Production expenses
- Advertising/Promoting
- Production Equipment
- Conferences
- Staff

Funds will be used in promoting the art of theatre and encouraging attendance of events for out of town visitors thereby directly growing and advancing cultural tourism and hotel industry.

The Bastrop community will benefit from the Opera House by having high quality performances/shows brought to them. This will bring in both day visitors as well as overnight visitors who will come to Bastrop for the purpose of attending a performance at the Opera House. We receive calls on a regular basis from people out of town who want to come see a show/event at the Opera House but also want to know where to stay, eat, etc. while they are in Bastrop.

The Bastrop Opera House is currently the only live community theatre venue in Bastrop. There are other venues in Bastrop that provide live bands, however the Opera House is the only community venue that provides live theatre and the only venue that provides educational and acting opportunities for Bastrop citizens.

The new season will consist of:

Walkin' The Line September 7, 8

OZ! The Musical September 14, 15, 21, 22, 28, 29 at 7:30 pm
September 16 at 2:30 pm

The Legend of Sleepy Hollow October 12, 13, 19, 20, 26, 27 at 7:30 pm
October 21 at 2:30 pm

D'Vine Testament November 10, 7:30 pm

Nuncrackers November 30 at 7:30 pm
December 1, 7, 14, 15, at 7:30 pm
December 8 at 2:30 pm
December 9 at 2:30 pm

The Cemetery Club January 11, 12, 18, 19, 25, 26 at 7:30 pm
January 20 at 2:30 pm

Steal Away Home
February 8, 9, 15, 16 at 7:30 pm
February 10 & 17 at 2:30 pm

Gilbert & Sullivan Valentine Dinner Theatre Show
February 14th

Texas Free! Victory or Death (Dinner Theatre) March 2

Guy Forsyth in Concert
March 9th

If You're Irish, Come Into The Parlor March 17

Dracula: The Musical? March 29, 30 at 7:30 pm
April 5, 6, 12, 13 at 7:30 pm
April 7 at 2:30 pm

Bastrop County Bar Association Murder Trial April 26-28

Dearly Beloved May 17, 18, 24, 25, 31 and June 1 at 7:30 pm
May 26 at 2:30 pm

Newsies The Broadway Musical July 12, 13, 19, 20, 26, 27 at 7:30 pm
July 21 at 2:30 pm

Helium August 9, 10, 16, 17, 23, 24 at 7:30 pm
August 18 at 2:30 pm

Hot Funds Proposal Budget

Production Expenses

9 Main productions: \$30,855

8 Touring shows: \$11,000

Advertising/promotions/social media: \$25,200

Production equipment: \$20,000

Total Production Expense: \$87,055

Conferences

\$5000

Bastrop Opera House will participate in the Texas Nonprofit conferences throughout the 2019 season. This promotes both the Opera House as well as Bastrop.

Staff Salary

\$40,000

Current executive director is an unpaid position. The board wants to be able to move this to a paid position for the current executive director. Hot funds will help us to do that until the Opera House can fund that position on their own. The goal for 2019-2020 FY is for the Bastrop Opera House to fund at least 50% of salary and increasing the percentage each year thereafter.

Total: 132,055



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 10C

TITLE:

Consider action to approve Resolution No. R-2018-93 of the City Council of the City of Bastrop, Texas awarding a community support service agreement for services associated with operating, marketing and providing museum and visitor center services, to the Bastrop County Historical Society, at a cost of One Hundred and Forty-Six Thousand and Nine-Hundred and Thirty-Seven and 00/100 dollars (\$146,937) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Sarah O'Brien, Hospitality & Downtown Director

BACKGROUND/HISTORY:

Chapter 351 of the Tax Code provides the requirements on how Hotel Occupancy Tax (HOT) funds may be spent. As prioritized in the FY 18 Budget, Staff has been working to leverage HOT funds to attract tourism and strengthen our sales tax base by maximizing our investment. Staff also continues to work to bring HOT fund users together under the strategic goals and vision that have been developed in line with the Council's Focus Areas, the City's 2018 Work Plan, and the Comprehensive Plan 2036.

The Comprehensive Plan also states that Bastrop's continued emphasis on cultural arts and tourism development through coordinated policies will lead to hundreds of millions of dollars in economic activity for the region. The Museum and Visitor Center presented their annual report at the August 28th, 2018 Council meeting

POLICY EXPLANATION:

The FY 18 budget emphasized Council's desire to diversify our revenue sources and increase property tax valuations. A strategic focus on economic development to reduce the City's dependence on sales tax was made a priority. Priority was given to leveraging the \$2,875,000 in annual Hotel Occupancy receipts to maximize the City's opportunity to attract tourism and to work towards becoming a AAA - 4 Diamond destination for all of our visitors. Staff is recommending HOT funding for the Museum and Visitor Center under a contractual relationship for FY 19.

Over the last 12 months, with the creation of Visit Bastrop, the establishment of the City's Hospitality & Downtown Department, and the ongoing development of our Cultural Arts Master Plan, we are now uniquely positioned to leverage and work in tandem towards our community goals related to tourism. We hope to continue to enhance our visitor's experiences and our community rich history through this funding agreement.

Deliverables from the FY 19 Contract include:

- Present 9-12 months' worth of programs annually (January – December) designed to appeal to tourists and attract overnight visitation to our City.
- All art work, images and details regarding the individual programs such as “tours,” “classes,” or “exhibits” for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop through their online Customer Relations Management system no later than 90 days in advance, preferably 120 days in advance.
- Maintain an active social media and online digital presence.
- Annual Marketing Plan
- Strategic Plan that addresses identifying additional funding sources
- Annual Operating Budget
- In partnership with Visit Bastrop, develop a visitor intercept survey to include data such as: where the visitor is from, demographic data, social-economic data, how they discovered Bastrop (advertising, social media, word-of-mouth), lodging information, length of stay, size of party, primary attractor, intent to return.
- Monthly year-over-year traffic counts and primary market origin.
- Participate in customer service, destination, board development and/or Hotel Occupancy Tax Training as provided by the City or Visit Bastrop.
- Develop and maintain a building rental program and policies allowing opportunities for additional revenue streams and access to the facility to outside users.
- Actively participate in the Cultural Arts Master Plan development and implementation process that is yet to be identified.
- Follow all applicable local, state and federal laws related to building improvements and expenditures of HOT

FUNDING SOURCE:

FY 19 Hotel Occupancy Tax Fund

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-94 of the City Council of the City of Bastrop, Texas awarding a community support service agreement associated with operating, marketing and providing cultural art and theater services to the Bastrop County Historical Society, at a cost of One Hundred and Forty-Six Thousand and Nine-Hundred and Thirty-Seven and 00/100 dollars (\$146,937) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No-2018-94
- Community Service Support agreement
- FY 19 HOT Fund Request submitted by Bastrop County Historical Society

RESOLUTION NO. R-2018-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDED A COMMUNITY SUPPORT SERVICE AGREEMENT FOR SERVICES FOR OPERATING, MARKETING AND STAFFING A HISTORICAL MUSEUM AND VISITOR CENTER AND PROVIDING VISITOR CENTER SERVICES TO THE BASTROP COUNTY HISTORICAL SOCIETY, AT A COST OF ONE HUNDRED AND FORTY-SIX THOUSAND AND NINE-HUNDRED AND THIRTY-SEVEN AND 00/100 DOLLARS (\$146,937) AS ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE CONTRACT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council recognizes the Bastrop County Historical Society as the safe-keeper and story teller of our authentic historic past; and

WHEREAS, The City Council recognizes the Bastrop County Historical Society's staff, volunteers and board members are best equipped to serve as the official visitor information providers and downtown welcome experience experts for all of our visitors; and

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

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

WHEREAS, The Comprehensive Plan 2036 places emphasis on enhancing the visitor experience; and

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

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement associated with services associated with operating, marketing and staffing a historical museum and visitor center and providing visitor center services to the Bastrop County Historical Society, at a cost of One Hundred and Forty-Six Thousand and Nine-Hundred and Thirty-Seven and 00/100 dollars (\$146,937) attached as Exhibit A.

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

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

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 23rd day of October, 2018.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



COMMUNITY SERVICES FUNDING AGREEMENT FY 2018 - 2019

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

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

1. SCOPE OF SERVICES

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

2. FUNDING

- F. Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization shall promptly make the records available for inspection and review at any time during the term of this Agreement.
- G. Overhead.** A portion of the grant funds conveyed to the Organization by this Agreement may be spent by Organization for overhead, that being day-to-day operations, including supplies, administrative salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the provision of services approved by this Agreement. The amount of grant funding apportioned for Organization's overhead may not exceed 30% of the total grant amount.
- H. Audit.** Organization shall have its records and accounts audited annually and shall an annual financial statement prepared based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request, and shall be public records
- I. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.
- J. Hotel Occupancy Tax Policy.** Organization shall comply with the City's Hotel Occupancy Tax Use Policy, attached as *Exhibit "D"*, and *HOT Funding Accountability Standards and Deliverables, Exhibit "E"*, and incorporated herein.

4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2018-2019, which commences October 1st and ends September 30 / a term of 1 year (365 days, unless earlier terminated as provided herein.

This Agreement shall automatically renew for an additional one-year period unless either party provides written notice to the other party of an intention not to renew the Agreement at least ninety (90) days in advance. Notice of a party's intent not to renew this Agreement shall cause the Agreement to expire at the end of the then-current term.

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

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

City of Bastrop
Attn: Hospitality & Downtown Department
P.O. Box 427
Bastrop, Texas 78602

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

H. Assignment. No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall constitute breach of this Agreement.

I. Governing Law & Venue. This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.

J. Indemnity. Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representative, consultant and employees from any and all claims, losses, causes of action and damages, suits, and liability for the gross negligence and willful misconduct of Organization, including all expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or from damage to any property, arising from or in connection with the operations of Organization, its officers, agents and employees carried out in furtherance of this Agreement.

K. Insurance. The Organization shall maintain a comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.

Exhibit "A"

ORGANIZATION'S PROPOSED SERVICES



**BCHS Museum
HOT Fund Budget FY 2019**

Income from HOT Funds		\$44,837
Allotment for Preservation & Promotion		\$34,893
Archival Equipment	\$670	
Archival Supplies	\$525	
Archivist Speaking Engagements (3)	\$300	
Design & Printing New Brochure	\$2,000	
Exhibits (Temporary & Traveling)	\$3,000	
Permanent Exhibit Maintenance	\$2,000	
Books and other collection material	\$250	
Guest Speakers	\$500	
Continuing Visitor Communication	\$3,000	
Payroll & Taxes	\$21,348	
Postage	\$600	
Signage	\$200	
Website	\$500	
	<u>\$34,893</u>	
Allotment for Tours & Rendezvous Public Gala		\$9,944
(Home Tour/Tour Expenses)		
Advertising Home Tour	\$1,200	
Gift for Homeowners on Tour	\$200	
Home Tour Printing	\$900	
Payroll & Taxes	\$5,544	
Postage	\$300	
Refreshments for VC Day of Tour	\$50	
Rendezvous	\$1,500	
Sponsor Board	\$250	
	<u>\$9,944</u>	

Preservation Budget Detail

Archival Equipment

Laptop	\$250
File Cabinet	\$100
Printer Cartridges	\$100
Envelopes, Packing Tape, Binders	\$50
Document Repair Tape	\$70
Bookcase	\$100
	<hr/>
	\$670

Archival Supplies

Storage Materials

Bankers Boxes	\$100
Archival Clothes Hangar	\$125
Archival File Folders	\$60
Archival Document Sleeves	\$25
Archival Photo Sleeves	\$15
Archival Boxes	\$200
	<hr/>
	\$525

Preservation & Promotion Payroll Detail

Archivist (12 Months - Part time)	\$14,328
Director (12 Months - 1/8 time)	\$7,020
	<hr/>
	\$21,348

Tours Budget Detail

Payroll & Taxes	
Office Manager - 3 Months	\$3,789
1/8 Director - 3 Months	\$1,755
	<hr/>
	\$5,544





BCHS Visitor Center Budget FY 2019

Expenses:

Dedicated Visitor Center Facility

Administration & Office

Four Winds	\$800.00
Computer Equipment & Software	\$1,000.00
Computer Maintenance & Repair	\$1,200.00
Insurance	\$4,000.00
Office Supplies	\$700.00
Telephone	\$1,000.00
Printing	\$800.00
Postage	\$1,050.00

Building Operations (50%)

Building Maintenance (Includes Elevator & AC)	\$3,000.00
Housekeeping	\$3,000.00
Janitorial Supplies	\$300.00
Utilities	\$7,000.00

Payroll & Payroll Taxes (See attachment)	\$68,904.00
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Special Events

Housekeeping/Janitorial Service	\$600.00
Payroll & Payroll Taxes	<u>\$1,625.00</u>

Subtotal	\$94,979.00
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Tourism Brochure

Design & Printing	\$3,500.00
Distribution	\$500.00

Marketing & Promotion	<u>\$3,021.00</u>
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Total	\$102,000.00
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Exhibit “B”

CITY’S MODIFIED SERVICES PLAN

Present 9-12 months’ worth of programs annually (January – December) designed to appeal to tourists and attract overnight visitation to City Council.

All art work, images and details regarding the individual programs such as “performances,” “classes,” or “exhibits” for the contract period including ticket prices and purchasing methods must have specific program details received by Visit Bastrop through their online CRM system no later than 90 days in advance, preferably 120 days in advance.

Maintain an active social media and online digital presence.

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

Develop and present an annual operating budget to the City

Participate in the Bastrop Information Guide Program

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

Collect and maintain monthly year-over-year traffic counts and primary market origin data from visitor’s.

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

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

Actively participate in the Cultural Arts Master Plan development and implementation process that is yet to be identified.

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

Allow training for volunteers and staff by Visit Bastrop to enhance the visitor experience

Participate in board training opportunities provide by the Downtown & Hospitality Department designed to strengthen your organization.

Provide volunteer assistance for goodie bag stuffing and distribution to meeting attendees.

Remain open for downtown special events

Provide Step on Guide Services

Assist Visit Bastrop and the Downtown & Hospitality Department with distribution and possible creation of visitor information to be distributed at the Visitor's Center. All materials must contain the City of Bastrop logo.

Work with Visit Bastrop and Explore Bastrop County to create "programming" that would be available for groups and conventions.

8.1.3 of the COMP Plan: Create a visitor's feedback survey with the assistance of Visit Bastrop to better understand the demand for other tourism activities

8.1.3 of the COMP Plan: Increase the number of digital and interactive exhibits and consider offering virtual tours online.

8.1.3 of the COMP Plan. Use interactive media displays that allow people to choose how they interact with the Museum & Visitor Center

8.1.3 of the COMP Plan: Increase social media by posting content online at regular and predictable intervals.

Offer free downtown walking tours on a regular basis. I.E. Every Saturday morning during Preservation Month to better tell the Bastrop story to residents and tourists

Spearhead efforts to develop building markers that tell the story of the historic properties in the downtown district.

Continue to assist with the data population of Downtown, TX

Provide an annual calendar of events for exhibits, openings, speakers etc. to the Hospitality and Downtown Department and Visit Bastrop January 1st of each year.

Exhibit "C"

NOTICE TO ORGANIZATION

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

Bastrop County Historical Society
Attn: [Executive Director]
904 Main Street
Bastrop, Texas 78602

DRAFT

Exhibit "D"

HOTEL OCCUPANCY TAX USE POLICY

DRAFT



HOT Fund Reporting & Application

2018/2019

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FY 2018 HOT Funding Report – Deliverables

FY 2018 Budget vs. Actual – Visitor Center

FY 2018 Budget vs. Actual - Museum

FY 2019 HOT Funding Combined Budget

FY 2019 HOT Fund Budget – Visitor Center

FY 2019 Museum HOT Fund Application

FY 2019 HOT Fund Budget – Museum

BCHS Board of Trustees

HOT Funding Report FY2018

Deliverables

A. Bastrop County Historical Society Museum

- **Offer free downtown walking tours:** BCHS hosted Historic Downtown Walking Tours each Saturday in May for 57 local and out of town individuals. Ken Kesselus, Richard Kesselus, and Mike Helmick served as tour guides for tours that began at the Visitor Center and lasted 45-60 minutes.
- **Continue to assist with the data population of Downtown, TX:** BCHS archivist, Carol Kysar, and volunteers are researching Building Block 7 and anticipate having completed 14-15 reports by the end FY2018 (September 30, 2018).
- **Provide an annual calendar of events:** BCHS did not complete this task by January 1 but did notify DBA and Visit Bastrop well in advance of events. BCHS is working on calendar for 2019.

B. Visitor Center

- **Supply visitor center facility amenities:** The VC prominently displays brochures and maps from 183 locations across the state. In addition, travel guides, maps, and event calendars are provided to the VC by TxDOT. Approximately 20 local and county maps and brochures are available for visitors. The VC is open for First Friday and special downtown events in order to provide restroom facilities for visitors.
- **Provide “goodie bag” services:** 100 brochures and maps were provided to AME Church for their church conference in March. Local brochures and maps were provided for a recent 450+ person conference at the Hyatt. Gift bags were provided for Small Business Revolution representatives. BCHS provides step-on bus tour guides for out-of-town bus tour groups at their request. (See attachment listing tours provided during FY2018.)
- **Allow training of volunteers:** The VC coordinator organized our own training of volunteers at Hyatt Lost Pines and McKinney Roughs. The volunteers will be visiting other attractions in the future.
- **Remain open for downtown special events:** The VC is open for all First Friday Art Walks, Friday Night of Veterans Weekend, Lost Pines Christmas Parade, Sip and Swirl, July 4 festivities, various Pub Crawls, Table on Main.
- **Assist Visit Bastrop with distribution and creation of info to be distributed by Visitor Center:** VC distributes local information and maps for Visit Bastrop and DBA.
- **Work with Visit Bastrop and Explore Bastrop County to create “programming”:** BCHS and the VC offered ½ price admission to the Museum for the Veterans Car Show and Texas Tough Mudders. Free Museum admission was offered to Texas Travel Industry Association meeting participants. A reception was held at the Museum in January for the Small Business Revolution. BCHS and the VC hosted 55 members of the Texas Historical Foundation in April with a docent-led tour of the Museum, presentation of Bastrop history, tour and presentation of Museum archives, tour of David and Libby

Sartain's historic home, and reception for area preservationists. Walking tours of downtown were offered on each Saturday during May and will be offered again in October.

- **Create visitor's feedback survey:** To be determined
- **Use interactive media displays:** Digital informational map is in development stage.
- **Increase social media:** VC has increased Facebook presence.
- **Offer "flash" sales:** Although we did not host a "flash" sale, we did have an end of year gift shop sale
- **Work toward development of a long-range strategic plan:** Current strategic plan expires in 2019. Plans are being made for new one.
- **Volunteer coordinator:** All walking tour, museum docent and step on bus tour curricula has been documented and available for new recruits; orientation & training programs have been developed and processes and procedures put in place to begin building a robust volunteer program to assist in providing additional activities to visitors and residents.

2018 Tours			
Date	Group	Number	Type
Oct. 25	Czech Heritage Society, Sugar Land	15	Step-on & First United Methodist Church
Oct. 26	Calvary 3 rd graders	15	Museum w/scavenger hunt
Nov. 2 CANCELLED Hurricane Harvey	City of West University	18	Step-on & FUMC
Nov. 17	Calvary Episcopal 6 th graders	5	Museum w/scavenger hunt
Dec. 7	Spicewood Art Group	20	Walking tour of downtown
Jan. 3	Little Sheep Learning Center	20	Museum tour
Jan. 25	Bluebonnet Trails Community Group	25	Museum
March 29	Purple Sage Elem. Round Rock	65	Museum
April 10	Spade & Travel Garden Club Gonzales	26	Museum and art center
April 13	Mina 4 th Graders	154	Museum
April 13	Texas Heritage Tours Dallas	37	Step-on & museum
April 13	El Camino Real Board	15-20	Docent led museum tour
April 20	Texas Historical Foundation	60	Step-on, Museum, Ancient Oaks
May 12		15	Downtown Walking Tour
May 14 Cancelled; arrived 90 min. late	Young at Heart/SE Houston	10+	Step-on tour Arrived 12:10
May 15	Pflugerville Parks and Recreation	10	Museum tour
May 17	Mt. Calvary Lutheran Day Trippers, San Antonio	20	Museum Tour
May 17	Mary Peckham Park Seniors	10	Museum Tour
May 19		7	Downtown Walking Tour
May 26		18	Downtown Walking Tour

Bastrop Old Town Visitor Center
Profit & Loss Budget vs. Actual
October 2017 through June 2018

	Oct '17 - Jun 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Hotel/Motel Tax	86,250.00	0.00	86,250.00	100.0%
Miscellaneous	0.00	0.00	0.00	0.0%
Total Income	86,250.00	0.00	86,250.00	100.0%
Expense				
Advertising	0.00	0.00	0.00	0.0%
Building maintenance				
Air conditioning repair	824.00			
Pest Control	69.00			
Track lights & light heads	584.88			
Building maintenance - Other	1,155.00	3,000.00	-1,845.00	38.5%
Total Building maintenance	2,632.88	3,000.00	-367.12	87.8%
Computer Expenses				
Computer equipment & Software	721.44	1,740.00	-1,018.56	41.5%
Computer repair/service	889.34	1,200.00	-310.66	74.1%
Computer Expenses - Other	0.00	0.00	0.00	0.0%
Total Computer Expenses	1,610.78	2,940.00	-1,329.22	54.8%
Dues & Subscriptions	0.00			
Equipment	0.00	0.00	0.00	0.0%
Four Winds	610.08	800.00	-189.92	76.3%
Insurance	2,049.61	4,000.00	-1,950.39	51.2%
Janitorial Service	2,242.00	3,600.00	-1,358.00	62.3%
Janitorial Supplies	221.54	300.00	-78.46	73.8%
Marketing & Promotion	1,355.45	3,034.00	-1,678.55	44.7%
Misc.	188.14			
Office Supplies	403.29	1,000.00	-596.71	40.3%
Payroll Expenses				
Payroll Taxes	1,486.32			
Payroll Expenses - Other	56,283.97	82,776.00	-26,492.03	68.0%
Total Payroll Expenses	57,770.29	82,776.00	-25,005.71	69.8%
Postage	429.29	500.00	-70.71	85.9%
Printing	480.00	800.00	-320.00	60.0%
Reimbursement	22,708.11			
Signage	18.95			
Tax preparation	325.00	0.00	325.00	100.0%
Telephone	632.72	1,000.00	-367.28	63.3%
Tourism Brochure	0.00	4,000.00	-4,000.00	0.0%
Utilities	3,888.60	7,250.00	-3,361.40	53.6%
Total Expense	97,566.73	115,000.00	-17,433.27	84.8%
Net Ordinary Income	-11,316.73	-115,000.00	103,683.27	9.8%
Net Income	-11,316.73	-115,000.00	103,683.27	9.8%

Profit & Loss Budget vs. Actual

October 2017 through June 2018

	Oct '17 - Jun 18	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
HOTEL MOTEL TAX	25,158.75	33,545.00	-8,386.25	75.0%
Total Income	25,158.75	33,545.00	-8,386.25	75.0%
Expense				
ADVERTISING	1,200.50	1,200.00	0.50	100.0%
ARCHIVAL SPEAKING ENGAGEMENTS	0.00	300.00	-300.00	0.0%
ARCHIVAL SUPPLIES/SUPPORT				
EQUIPMENT	838.99	780.00	58.99	107.6%
ORAL HISTORY	1,191.26	1,365.00	-173.74	87.3%
SUPPLIES	428.23	920.00	-491.77	46.5%
Total ARCHIVAL SUPPLIES/SUPPORT	2,458.48	3,065.00	-606.52	80.2%
ARCHIVIST PROMOTION	0.00	0.00	0.00	0.0%
BCHS HOT PAYROLL				
Homes Tour	3,763.00	5,645.00	-1,882.00	66.7%
Preservation & Promotion	9,552.00	13,068.00	-3,516.00	73.1%
BCHS HOT PAYROLL - Other	3,077.00			
Total BCHS HOT PAYROLL	16,392.00	18,713.00	-2,321.00	87.6%
CONTIN. VISITOR COMM.	2,221.77	2,267.00	-45.23	98.0%
EXHIBITS - TEMPORARY	1,239.82	2,000.00	-760.18	62.0%
GUEST SPEAKER/QUARTERLY MEETI...	350.27	500.00	-149.73	70.1%
INTERNET	20.76	500.00	-479.24	4.2%
POSTAGE	199.26	600.00	-400.74	33.2%
PRINTING & DESIGN OF BROCHURE	96.00	2,000.00	-1,904.00	4.8%
Refreshments	47.05			
Reimbursement of HOT Funds	2,712.28			
SIGNAGE	0.00	200.00	-200.00	0.0%
TOUR				
Docent Led	40.20			
Homes	824.94			
TOUR - Other	195.00	1,700.00	-1,505.00	11.5%
Total TOUR	1,060.14	1,700.00	-639.86	62.4%
WEBSITE	306.50	500.00	-193.50	61.3%
Total Expense	28,304.83	33,545.00	-5,240.17	84.4%
Net Ordinary Income	-3,146.08	0.00	-3,146.08	100.0%
Net Income	-3,146.08	0.00	-3,146.08	100.0%



**Bastrop County Historical Society
Visitor Center & Museum Combined HOT Budget
FY 2019**

Combined Budgets	2019	2018
Visitor Center	\$102,000	\$115,000
BCHS Preservation & Promotion	\$34,893	\$25,000
BCHS Homes Tour	<u>\$9,944</u>	<u>\$8,545</u>
Total	\$146,837	\$148,545

Overall budget request for 2019 has been reduced.

With funds allocated during 2018 Visitor Center staff focused on putting systems (i.e. robust volunteer program, staff training and policies & procedures) in place to ensure higher efficiency. This has resulted in lower operating cost for the Visitor Center.

In 2019 staff will focus on increasing our Preservation & Promotion efforts. We are requesting an increase in funding in that area which is offset by the savings from the Visitor Center, resulting in an overall savings of \$1,500.



BCHS Visitor Center Budget FY 2019

Expenses:

Dedicated Visitor Center Facility

Administration & Office

Four Winds	\$800.00
Computer Equipment & Software	\$1,000.00
Computer Maintenance & Repair	\$1,200.00
Insurance	\$4,000.00
Office Supplies	\$700.00
Telephone	\$1,000.00
Printing	\$800.00
Postage	\$1,050.00

Building Operations (50%)

Building Maintenance (Includes Elevator & AC)	\$3,000.00
Housekeeping	\$3,000.00
Janitorial Supplies	\$300.00
Utilities	\$7,000.00

Payroll & Payroll Taxes (See attachment) \$68,904.00

Special Events

Housekeeping/Janitorial Service	\$600.00
Payroll & Payroll Taxes	<u>\$1,625.00</u>

Subtotal **\$94,979.00**

Tourism Brochure

Design & Printing	\$3,500.00
Distribution	\$500.00

Marketing & Promotion **\$3,021.00**

Total **\$102,000.00**



Visitor Center Payroll Detail

VC Manager	\$32,400.00
VC Associate Weekend/Special Events	\$8,424.00
Director (50%)	<u>\$28,080.00</u>
Total	\$68,904.00

Bastrop County Historical Society

904 Main Street

Bastrop, TX 78602

512.303.0057

www.bastropcountyhistoricalsociety.com

Kaye Sapikas, Director

Is your organization 501(c)3? Yes

Tax ID# 74-1650053

Total Amount Requested \$43,337.00

Total Amount Granted 2018 \$33,545.00

Provide a brief description of your organization's mission:

History comes alive when someone can visit the places, examine the artifacts, appreciate the images, and study the actual words that came before us. A concerted effort to preserve our heritage is critical to our cultural, educational, aesthetic, inspirational, and economic legacies — all the things that, quite literally, make us who we are.

In 1952 the Bastrop County Historical Society (BCHS) was founded to provide the “concerted effort” of collecting and preserving the materials, artifacts and documents relating to the history of Stephen F. Austin’s Little Colony now known as Bastrop.

The result of these efforts includes a remarkable museum, a state of the art collection of artifacts, insightful presentations and professional video productions that span more than 9 million years – from a prehistoric mastodon skull to half-burned possessions recovered from the devastating 2011 Bastrop Complex Fire.

In addition, BCHS inspires Bastrop’s youth through frequent student tours, coordinates authoritative speaker presentations four times a year, maintains a research library containing over 13, 856 pieces, comprised of 7,058 archives, 1,844 objects, and 4,433 photographs. BCHS also assists in historical site preservation (Fairview Cemetery and Kerr Community Center). All of which add to the experience that residents, residents’ family and friends and tourists enjoy.

Promoting Heritage Tourism:

The Museum and Visitor Center of BCHS is open seven days a week. Our front gallery, with eight ‘state of the art’ exhibits (a timeline from early history to present, El Camino Real de los Tejas, The Colorado River, The Lost Pines, and the Baron de Bastrop) was completed in November 2013. The Settlers Exhibit, our first exhibit in our Maynard Room Galleries, opened in February 2015, quickly followed by the Runaway Scrape Exhibit in May 2015 and the Road to Independence Exhibit debuted in the Summer of 2015.

A successful Capital Campaign was launched during the summer of 2015 to fund the completion of the five remaining exhibits in the Maynard Room Galleries. WW II and Camp Swift opened Memorial Day Weekend 2016. When Cotton Was King opened in February 2017. Governor Joseph Draper Sayers and The Cattle Industry exhibits opened in March 2018 and our final exhibit Coal Mines, including oral interviews with miners and the growth of the Hispanic population in Bastrop County which will open October 2018.

With the opening of our newest exhibits, BCHS updated its museum brochure in Fall 2017 to include photos of those exhibits and will need to update it again in Fall 2018 to include newly added exhibits.

Over the past year BCHS has sponsored three special exhibits –the Ladies Reading Circle, Early Bastrop County Education, and World War II on the Home Front. A fourth special exhibit is planned for later this year.

Through the museum, the society promotes Bastrop history by providing a variety of tours. All are available to local citizens, school children, and tourists. Additional BCHS activities: Main Street Revolution reception, hosted Texas Historical Foundation during their conference at the Hyatt, wine tasting and music during the Music Festival, and walking tours each Saturday in May which will continue with tours each Saturday in October. In addition, BCHS participates in all First Friday Art Walks with free admission to the Museum.

Advertising

BCHS has a website and we have expanded our presence on social media with an ongoing Facebook page, a TripAdvisor page, and various internet listings on tourism related sites.

Our advertising over the past year included and will include the following: banners to advertise the Homes Tour and new exhibits, Houston House and Home magazine, The Bastropian, Elgin Courier, The Guide to Bastrop County, and Bastrop City/County Chamber Map.

Project #1 - Promotion of Museum & Historic Preservation **\$34,893**

How will you measure the impact of your event on area hotel activity? NA

Tell us about your event or project.

In 2018 we purchased recording equipment and collected 12 oral histories which will continue in 2019. These follow the StoryCorp concept. Utilizing volunteers to record and catalog Bastrop's rich and diverse history through conversations with those who remember the events of days gone by. These stories will be preserved for future generations and be used in exhibits created by BCHS for the over 8,000 visitors coming to explore the "most historic small town in Texas."

From October 2017 – June 2018 we have had 66 research requests.

In addition to archival activities our Archivist is continuing our work with the "Imagine the Possibilities" program developed by Bastrop Main Street. She has provided research, complete with cited sources and bibliography on 4 properties and anticipates completing 9 additional properties by September 30. She will continue to work on the remaining 115 during FY2019..

The cost for the part time archivist is approximately \$14,000 a year. In addition to the part time staff member, BCHS archive volunteers provide approximately 950 hours annually.

With the adoption of our newest long-range plan in 2014, our goal is to have a sustainable source of funding so that we can be assured we can continue to maintain our facility, exhibits, and research archives. The total budget for the museum side of our operation is approximately \$130,000, city HOT funds provide about 30% of what we need. The rest is raised through other

sources like garage sales, Homes Tour and Rendezvous, donations, memberships and museum admissions.

Facilities Operations and Maintenance

It should be noted that costs such as utilities, cleaning, insurance and elevator maintenance are shared with the Visitor Center on a prorated basis.

Project #2 – Tours

\$8,444

How will you measure the impact of your event on area hotel activity?

In 2017, over 400 guests attended BCHS's Holiday Homes Tour. Although we tried to collect zip code information, we were unable to do so.

Tell us about your event or project:

The BCHS Museum and Visitor Center gives tours to small and large groups who either schedule a tour or show up unannounced. Throughout the year, we conduct "Step-On" bus tours of the historic district including promotion of local hotels and bed and breakfast inns for groups ranging from 10 to 60 people. The following is a list of 2018 tours to date:

2018 Tours			
Date	Group	Number	Type
Oct. 25	Czech Heritage Society, Sugar Land	15	Step-on & First United Methodist Church
Oct. 26	Calvary 3 rd graders	15	Museum w/scavenger hunt
Nov. 2 CANCELLED Hurricane Harvey	City of West University	18	Step-on & FUMC
Nov. 17	Calvary Episcopal 6 th graders	5	Museum w/scavenger hunt
Dec. 7	Spicewood Art Group	20	Walking tour of downtown
Jan. 3	Little Sheep Learning Center	20	Museum tour
Jan. 25	Bluebonnet Trails Community Group	25	Museum
March 29	Purple Sage Elem. Round Rock	65	Museum
April 10	Spade & Travel Garden Club Gonzales	26	Museum and art center
April 13	Mina 4 th Graders	154	Museum
April 13	Texas Heritage Tours Dallas	37	Step-on & museum
April 13	El Camino Real Board	15-20	Docent led museum tour
April 20	Texas Historical Foundation	60	Step-on, Museum, Ancient Oaks
May 12		15	Downtown Walking Tour
May 14 Cancelled; arrived 90 min. late	Young at Heart/SE Houston	10+	Step-on tour Arrived 12:10
May 15	Pflugerville Parks and Recreation	10	Museum tour
May 17	Mt. Calvary Lutheran Day Trippers, San Antonio	20	Museum Tour
May 17	Mary Peckham Park Seniors	10	Museum Tour
May 19		7	Downtown Walking Tour
May 26		18	Downtown Walking Tour

Finally, BCHS's annual Holiday Homes Tour attracts local citizens and tourists to Bastrop. Historical research, tickets, news articles, signage, postage, a special website, paid staff, and more than 90 volunteers work together to promote Bastrop's history through our historic homes. On the day of the event alone, over 500 volunteer hours are logged. BCHS started this event in 1965 with its "Pilgrimage of Homes." Over the years many other local groups have added their own events and activities for that weekend, with the Holiday Homes Tour thus becoming the anchor for Christmas in the Lost Pines.

During 2018 curriculum for downtown walking tours, docent-led museum tours, and step-on bus tours was developed which will allow us to increase our volunteer pool of qualified tour guides. And allowing us to promote this feature more aggressively in the second half of 2019.



BCHS Museum HOT Fund Budget FY 2019

Income from HOT Funds **\$44,837**

Allotment for Preservation & Promotion **\$34,893**

Archival Equipment	\$670
Archival Supplies	\$525
Archivist Speaking Engagements (3)	\$300
Design & Printing New Brochure	\$2,000
Exhibits (Temporary & Traveling)	\$3,000
Permanent Exhibit Maintenance	\$2,000
Books and other collection material	\$250
Guest Speakers	\$500
Continuing Visitor Communication	\$3,000
Payroll & Taxes	\$21,348
Postage	\$600
Signage	\$200
Website	\$500
	<hr/>
	\$34,893

Allotment for Tours & Rendezvous Public Gala **\$9,944**

(Home Tour/Tour Expenses)	
Advertising Home Tour	\$1,200
Gift for Homeowners on Tour	\$200
Home Tour Printing	\$900
Payroll & Taxes	\$5,544
Postage	\$300
Refreshments for VC Day of Tour	\$50
Rendezvous	\$1,500
Sponsor Board	\$250
	<hr/>
	\$9,944



Preservation Budget Detail

Archival Equipment

Laptop	\$250
File Cabinet	\$100
Printer Cartridges	\$100
Envelopes, Packing Tape, Binders	\$50
Document Repair Tape	\$70
Bookcase	\$100
	<hr/>
	\$670

Archival Supplies

Storage Materials

Bankers Boxes	\$100
Archival Clothes Hangar	\$125
Archival File Folders	\$60
Archival Document Sleeves	\$25
Archival Photo Sleeves	\$15
Archival Boxes	\$200
	<hr/>
	\$525

Preservation & Promotion Payroll Detail

Archivist (12 Months - Part time)	\$14,328
Director (12 Months - 1/8 time)	\$7,020
	<hr/>
	\$21,348

Tours Budget Detail

Payroll & Taxes	
Office Manager - 3 Months	\$3,789
1/8 Director - 3 Months	\$1,755
	<hr/>
	\$5,544

BASTROP COUNTY HISTORICAL SOCIETY

904 MAIN STREET
BASTROP, TEXAS 78602
(512) 303-0057

2018 BCHS Trustees

Trustees

Lee Ann Calaway	512-659-4558	Term expires 2020	2008
Sandra Chipley	512-963-8265	Term expires 2020	2010
Barbara Clemons	512-988-8033	Term expires 2020	2014
Dan Hays-Clark	512-303-7701	Term expires 2020	2011
Michal Hubbard	512-517-1416	Term expires 2020	2018
Doris Kershaw	512-321-2104	Term expires 2020	2014
Susan Wendel	512-284-4107	Term expires 2020	2018
Jane Wright	512-844-8243	Term expires 2020	2011
Betty Dunkerley	512-750-9215	Term expires 2020	2010
Sharah Johnson	512-284-4624	Term expires 2019	2015
Jennifer Leisure	512-922-1281	Term expires 2019	2017
Mary McMurrey	512-922-1607	Term expires 2019	2006
Joe Grady Tuck	512-925-2703	Term expires 2019	2017
Glenda Dayton	512-718-1102	Term expires 2019	2016
Jim Lewis	512-296-0883	Term expires 2019	2016

Our Mission:

To preserve and promote the history of Bastrop County



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 10D

TITLE:

Consider action to approve Resolution No. R-2018-95 of the City Council of the City of Bastrop, Texas awarding a community support service agreement associated with providing recreation and pool services, to the YMCA of Austin/Bastrop Branch, at a cost of Seventy-Nine thousand and Eight-Hundred and 00/100 dollars (\$79,800) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

STAFF REPRESENTATIVE:

Sarah O'Brien, Hospitality & Downtown Director

BACKGROUND/HISTORY:

This is a consolidation of funding and contractual agreements for both recreation services and maintaining the State Park Pool. The Bastrop YMCA has provided these services to the community for several years.

POLICY EXPLANATION:

Pursuant to Chapter 331.001 (a) of the Local Government Code, the City of Bastrop is granted authority to make park land and for providing recreational opportunities.

FUNDING SOURCE:

FY 19 Hospitality & Downtown Budget

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-95 of the City Council of the City of Bastrop, Texas awarding a community support service agreement associated with providing recreation and pool services, to the YMCA of Austin/Bastrop Branch, at a cost of Seventy-Nine thousand and Eight-Hundred and 00/100 dollars (\$79,800) attached as Exhibit A; authorizing the City Manager to execute all necessary documents for the contract; providing for a repealing clause; and establishing an effective date.

ATTACHMENTS:

- Resolution No-2018-95
- Community Support Service Agreement

RESOLUTION NO. R-2018-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AWARDING A COMMUNITY SUPPORT SERVICE AGREEMENT ASSOCIATED WITH PROVIDING RECREATION AND POOL SERVICES, TO THE YMCA OF AUSTIN/BASTROP BRANCH, AT A COST OF SEVENTY-NINE THOUSAND AND EIGHT-HUNDRED AND 00/100 DOLLARS (\$79,800) ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE CONTRACT; PROVIDING FOR A REPEALING CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, The City Council realizes the importance of providing recreational activities to the Citizens of Bastrop, Texas; and

WHEREAS, The City Council values the partnership between the Bastrop YMCA and the City of Bastrop; and

WHEREAS, The City Council recognizes and values the Bastrop YMCA operating and managing the Bastrop State Park Pool so that citizens may learn important life skills; and

WHEREAS, The City Council is providing funding through the Hospitality and Downtown Department for services to the community to the Bastrop YMCA; and

WHEREAS, The City of Bastrop's former Recreation Services program and staff will be focusing efforts on providing better customer service to our citizens and the YMCA will provide additional recreation activities on our behalf.

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

SECTION 1. That the City Manager is hereby authorized to execute a community support service agreement associated with providing recreation and pool services, to the YMCA of Austin/Bastrop Branch, at a cost of seventy-nine thousand and eight-hundred and 00/100 dollars (\$79,800) attached as Exhibit A.

SECTION 2. That the City Council of the City of Bastrop has found the YMCA of Austin – Bastrop Branch, to be a subject matter expert in the field of providing recreational activities to the public.

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

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

DULY RESOLVED AND APPROVED by the City Council of the City of Bastrop this 23rd day of October, 2018.

CITY OF BASTROP, TEXAS

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



COMMUNITY SERVICES FUNDING AGREEMENT FY 2018 - 2019

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

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

1. SCOPE OF SERVICES

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

2. FUNDING

- A. Amount.** The City shall provide to Organization grant funds in an amount up to a sum not to exceed seventy-nine thousand, eight hundred and 00/100 dollars (\$79,800.00).
- B. Disbursals.** The City shall remit payment to the Organization of the grant funds due quarterly as an installment

3. ACCOUNTABILITY

- A. Funding Source Identification.** Organization shall prominently include the City of Bastrop and Bastrop Power & Light logo, when applicable all educational and marketing materials promoting services covered by this Agreement, including (but not limited to) print items, internet posts, and social media.
- B. Written Reports.** Organization shall submit to the City's Hospitality & Downtown Department written reports on a quarterly basis describing the status of the services provided under this Agreement. Quarterly reports shall be submitted during the months of January, April, July and October by the 15th of each month. Reports shall be public records. The first three reports shall be progress reports, and the fourth report shall be an annual summary. The reports shall include (but are not limited to) the following information:
- (1) Services:** a description of the services provided during the preceding quarter; and
 - (2) Financial Statement:** a financial statement for the reporting period that indicates how the Organization expended grant funds; and
 - (3) Promotions:** copies of promotional materials distributed.
- C. Oral Reports.** Organization shall attend a regular meeting of the City Council on a quarterly basis to make a public presentation on the services provided under this Agreement. Attendance shall be scheduled in advance with the City's designated staff contact person. Organization shall submit presentation materials (i.e., visual aids) to the City's designated staff contact person at least 96 hours prior to the meeting.
- D. Oversight of Expenditures.** Organization shall exercise all reasonable, prudent and diligent efforts to ensure the proper and legal oversight, use and expenditure of the grant funds conveyed under this Agreement. Organization's failure to use the funds in the manner approved by this Agreement shall void and negate the City's obligation to make any further payments to the Organization under the Agreement.
- E. Accounting Practices.** Organization shall utilize generally accepted bookkeeping and standard accounting practices to maintain complete and accurate financial records of all expenditures of grant funds. Upon the City's request, the Organization

shall promptly make the records available for inspection and review at any time during the term of this Agreement.

- F. Overhead.** A portion of the grant funds conveyed to the Organization by this Agreement may be spent by Organization for overhead, that being day-to-day operations, including supplies, administrative salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and if directly related to the provision of services approved by this Agreement. The amount of grant funding apportioned for Organization's overhead may not exceed 30% of the total grant amount.
- G. Audit.** Organization shall have its records and accounts audited annually and shall an annual financial statement prepared based on the audit. Audits and financial statements shall be prepared by a certified public accountant (CPA) who is licensed in Texas or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy. Audits and financial statements shall be available to the City upon request and shall be public records.
- H. Records Retention.** All reports and records related to grant funds shall be maintained by the Organization and available to the City for a period of at least 3 years of the Effective Date. If there is any dispute regarding these reports or records, the retention period shall be extended in accordance with the City's instructions. To the extent Organization's records regarding services provided under this Agreement are subject to the Texas Public Information Act, Organization agrees to cooperate with any open records requests.

4. GENERAL PROVISIONS

- A. Duration.** This Agreement shall be in effect for fiscal year 2018-2019, which commences October 1st and ends September 30th, unless earlier terminated as provided herein.

B. Suspension of Payments.

- (1) Misappropriation.** Organization's failure to use the funds in the manner approved by this Agreement, as specified in Exhibit "A", shall be grounds for the City to suspend the remittance of further payments to the Organization under the Agreement.

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

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

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

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

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

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

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

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

G. Notices. Any notice necessary or appropriate relative to this Agreement shall be effective when deposited in the United States mail, either certified and/or registered

mail, postage prepaid and addressed as provided herein. Notices to the City shall be sent to the City's designated staff contact person:

City of Bastrop
Attn: Hospitality & Downtown Department
P.O. Box 427
Bastrop, Texas 78602

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

- H. Assignment.** No part of this Agreement may be assigned or delegated without the prior written consent of the other Party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall constitute breach of this Agreement.
- I. Governing Law & Venue.** This Agreement shall be subject to the laws of the State of Texas and the City of Bastrop, Texas. Venue for any disputes arising under this Agreement shall rest solely in Bastrop County.
- J. Indemnity.** Organization agrees to and shall indemnify and hold harmless and defend the City of Bastrop, Texas, its officers, agents, representative, consultant and employees from any and all claims, losses, causes of action and damages, suits, and liability for the gross negligence and willful misconduct of Organization, including all expenses of litigation, court costs, and attorney fees, for injury to or death of any person, or from damage to any property, arising from or in connection with the operations of Organization, its officers, agents and employees carried out in furtherance of this Agreement.
- K. Insurance.** The Organization shall maintain comprehensive general liability insurance policy for its operations. The policy shall name City as an additional insured. The Organization shall also maintain insurance on the Organization's personal property, in an amount determined sufficient by the Organization. The Organization shall deliver copies of the insurance policies specified hereunder to the City within 30 days of the Effective Date.
- L. Inclusiveness:** This document represents the entire understanding between the Parties. This Agreement may only be amended in writing with the mutual consent of the Parties.
- M. Severability:** If any sentence, clause or portion of this Agreement is deemed unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- N. Effective Date.** The City and the Organization make and execute this Agreement to be effective upon the _____ day of _____, 2018.

IN WITNESS, WHEREOF:

CITY:

by: _____
Lynda Humble, City Manager
City of Bastrop
Date of Execution: _____

ORGANIZATION:

by: _____
Executive Director
Bastrop YMCA
Date of Execution: _____

ATTEST:

by: _____
Ann Franklin, City Secretary
City of Bastrop

DRAFT

Exhibit “A”

ORGANIZATION’S PROPOSED SERVICES

The Bastrop YMCA shall provide quality recreational programs for the community in partnership with the City of Bastrop. The City understands the annual contribution given to the YMCA in this agreement as designated in the budget approved by the Bastrop City Council supports a much broader operating budget and other funding sources. Any major changes in recreation program service or special events should be brought to the City’s attention as soon as feasible, however the City of Bastrop doesn’t dictate what the YMCA does or doesn’t do. Any recreation needs identified by the City of Bastrop should be communicated to the YMCA so that their professional staff can evaluate and provide reporting back to the City on the feasibility of meeting those needs.

Programs and activities should be designed to benefit and include persons of all backgrounds. Recognizing the YMCA is a membership organization, financial assistance is available to ensure programming is available to all. These programs should include but are not limited to:

- Minimum of 6 youth sports seasons such as soccer, tennis and volleyball
- Various enrichment programs monthly, such as art, Youth & Government, nutrition
- Weekly Health & Wellness programs for all ages.
- Operate and manage the State Park Pool with aquatic activities including swim lessons, water fitness, open and public swim and youth job opportunities.

Free events like:

- Family park events, including but not limited to Safety Month, Field days, Halloween Bash, Happy Healthy New Year’s Bash and Movies in the Park.
- Outreach programs such as summer programming, Pickleball, teen events, active older adult programs and more.

Exhibit “B”

CITY’S MODIFIED SERVICES PLAN

Recreation services and program should annually be presented to City Council and should be designed to meet the needs of the Bastrop community.

Maintain an active social media and online digital presence. Maintain an up to date website, social media presence, google, yelp and similar listings online. Submit quarterly calendars.

Develop or maintain a program user intercept survey to include data such as: how they discovered the YMCA.

Track year-over-year participant counts, by program when possible.

Participate in trainings, planning and engagement events related to Parks, Recreation, Community Services, Special Events, Cultural Arts etc. hosted by the City or its partners.

There shall be no charge for the use of the City of Bastrop Parks System, however the YMCA must follow all rental and use policies and timelines set by the City.

The City reserves the right to charge the YMCA as determined by the City Manager or their designee for other services. Those service costs may include Special event permit and support costs, Rental fees at City facilities other than City Parks, and labor costs to support special events that do not serve a need identified by the City of Bastrop.

The YMCA shall schedule park usage thirty (30) days prior to the first practice or scheduled league game. Special Event permit applications must be submitted according to the timelines established wherein. Rental agreements must be made according to any established rental policies.

The YMCA shall list the City of Bastrop as a partner on all advertising for programs or events in the city parks or facilities i.e. flyers, banners, websites and other promotional items.

The YMCA agrees to manage and operate the Facility, State Park Pool, for the benefit of the public, including Bastrop citizens and visitors, through the provision of programs and services that include: open recreation, aquatic exercise, lap swimming, swimming instruction, group rentals, and water safety courses.

The YMCA shall submit to the City a copy of the annual report presented by the YMCA to the TPWD for operating the State Park Pool.

The YMCA shall submit to the City a copy of the annual recreation report generated for the benefit of the Bastrop City Council, staff and citizens prior to funding being allocated for the next FY.

DRAFT

NOTICE TO ORGANIZATION

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

Bastrop YMCA
Attn: Terry Moore
1112 Main Street
Bastrop, Texas 78602

DRAFT



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 10E

TITLE:

Consider action to approve Resolution No. R-2018-107 of the City Council of the City of Bastrop, Texas, approving to extend the term of the current Bank Depository Agreement with First National Bank of Bastrop, from November 1, 2018 until December 31, 2018, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing for an effective date.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

In September 2013 the city issued an RFP for banking services. At the October 8, 2013 City Council Meeting, the City designated First National Bank of Bastrop as the City's depository. The term of the agreement was November 1, 2013 and continued in effect until October 31, 2016 with a possible two-year extension, with City Council approval.

POLICY EXPLANATION:

At the October 25, 2016 City Council Meeting, City Council approved a two-year extension of the agreement with First National Bank of Bastrop. This term became effective on November 1, 2016 and continues in effect until October 31, 2018. This short extension is requested to give staff the opportunity to issue a new RFP for banking services before this second extension expires.

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve Resolution No. R-2018-107 of the City Council of the City of Bastrop, Texas, approving to extend the term of the current Bank Depository Agreement with First National Bank of Bastrop, from November 1, 2018 until December 31, 2018, attached as Exhibit A; authorizing the City Manager to execute all necessary documents; providing for a repealing clause; and establishing for an effective date.

ATTACHMENTS:

- Resolution R-2018-107
- 2018 Depository Agreement Extension
- 2013-2016 Depository Agreement

RESOLUTION NO. R-2018-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, APPROVING TO EXTEND THE TERM OF THE CURRENT BANK DEPOSITORY AGREEMENT WITH FIRST NATIONAL BANK OF BASTROP, FROM NOVEMBER 1, 2018 UNTIL DECEMBER 31, 2018, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, by action of the City Council at the October 8, 2013 City Council Meeting, the City designated First National Bank of Bastrop as the City's depository. The term of the agreement was November 1, 2013 and continued in effect until October 31, 2016 with a possible two-year extension, with City Council approval; and

WHEREAS, at the October 25, 2016 City Council Meeting, City Council approved a two-year extension of the agreement with First National Bank of Bastrop. This term became effective on November 1, 2016 and continues in effect until October 31, 2018; and

WHEREAS, it is in the city's best interest to issue an RFP for banking services and will use this extension for this purpose.

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

SECTION 1: That the City Council of the City of Bastrop, Texas, and First National Bank of Bastrop agree to an extension from November 1, 2018 until December 31, 2018.

SECTION 2: The City Manager is hereby authorized to execute the Bank Depository Agreement Extension, which is attached as Exhibit A, as well as all other necessary documents.

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

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 23rd day of October 2018.

CITY OF BASTROP, TEXAS

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney



BANK DEPOSITORY AGREEMENT EXTENSION

The City of Bastrop, Texas, and the First National Bank of Bastrop, hereby agree to extend the term of the current depository agreement.

WHEREAS, By action of the City Council meeting on October 8, 2013 the City did designate First National Bank as the City's depository.

WHEREAS, The current term of the Depository Agreement became effective on November 1, 2016 and continue into effect until October 31, 2018.

NOW THEREFORE, the parties agree that the agreement will be extended from November 1, 2018 until December 31, 2018.

FIRST NATIONAL BANK OF BASTROP

By: _____
Signature Date

Print Name

Title

CITY OF BASTROP, TEXAS

By: _____
Lynda Humble, Date
City Manager

ATTEST

By: _____

STATE OF TEXAS

COUNTY OF BASTROP

BANK DEPOSITORY AGREEMENT

The City of Bastrop, Texas ("City"), and the First National Bank of Bastrop ("Bank"), hereby agree as follows:

WHEREAS, the bank, by bid document, dated the 5th day of September 2013, made application to be municipal depository for the City of Bastrop, Texas, pursuant to Texas Local Government Code, Section 105.001, et seq.; and

WHEREAS, by action of the City Council meeting on October 8, 2013, the City Council, did designate the said Bank as the City's depository for the municipality's funds;

NOW, THEREFORE:

The City and Bank have agreed to the following terms regarding the City's Depository Agreement with the said Bank:

1. Term of the Agreement: this Agreement becomes effective for the fiscal year beginning on November 1, 2013, and continues in effect until October 31, 2016 with a possible two year extension, pending City Council approval.
2. The services to be provided by the Bank shall be as set out in the bid documents attached hereto as Exhibit "A", and made a part hereof.

Page 2 - Bank Depository Agreement

3. The interest rates and other terms of this Agreement shall be as set out in said bid document attached hereto and made a part hereof.
4. The parties agree that this Agreement becomes effective as of November 1, 2013.

5. The parties agree that if, in the City's sole discretion, the services provided by the Bank fail to meet the City's reasonable expectations of customer service and/or any conditions set out in said bid document in part or in whole, the City will give the Bank notice of such deficiency and give the Bank 30 days to correct the deficiency. If deficiency is not corrected within 30 days, the City will give the Bank notice to failure to correct the deficiency, and the City will have the option, at its sole discretion, terminate this agreement at anytime during the remaining term of the agreement, and to solicit new bids for the City depository services.

FIRST NATIONAL BANK OF BASTROP

By: Robert E Berryhill
Signature

10-29-13
Date

Robert E Berryhill
Print Name

Exec. V.P. & CFO
Title

CITY OF BASTROP, TEXAS

By: Karla Stovall
Karla Stovall, Chief Financial Officer/ ACM
on behalf of Michael H. Talbot, City Manager

10/29/2013
Date

ATTEST:

By: [Signature]
Elizabeth Lopez, City Secretary



STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 10F

TITLE:

Consider action to approve the first reading of Ordinance No. 2018-30 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2019 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit "A"; repealing all prior ordinances and actions in conflict herewith; providing for an effective date; and move to include on the November 13, 2018 City Council consent agenda for a second reading.

STAFF REPRESENTATIVE:

Tracy Waldron, Chief Financial Officer

BACKGROUND/HISTORY:

Each year, there are items and or services that carry-over from one fiscal year to the next. These budget amendments are due to such carry-overs and increase the budget appropriations for Fiscal Year 2019. Funds included in these amendments are detailed below:

General Fund includes:

- The Planning and Zoning Department had budgeted for Phase II of the Energov software but was unable to move into that phase. This amount is being carried over to FY2019.

Innovation Fund:

- The Votelynx system improvement for Council Chambers was budgeted in FY2018 but did not get completed and needs to be a carry-over into FY2019.

Water/Wastewater Department includes:

- The FY18 budget included an amount to purchase GIS equipment for documenting the water and wastewater lines. This was not completed in FY18 and is being re-appropriated for FY19.

Vehicle & Equipment Replacement Fund includes:

- The budget in this fund should have been \$125,000 for water/wastewater but was entered as \$117,000 which was the amount being transferred from the water/wastewater fund. The difference was available fund balance in the VERF fund.

Hotel Tax Fund includes:

- The Bastrop Opera House has requested to carry-over their undistributed restoration FY18 funds into FY19. Their request and report are attached.

Bastrop Economic Development Corporation includes:

- Agnus/Home Depot Way Street Improvement carry-over from FY2018 in Bond fund.

POLICY EXPLANATION:

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

FUNDING SOURCE:

N/A

RECOMMENDATION:

Consider action to approve the first reading of Ordinance No. 2018-30 of the City Council of the City of Bastrop, Texas, amending the budget for the Fiscal Year 2019 in accordance with existing statutory requirements; appropriating the various amounts herein attached as Exhibit "A"; repealing all prior ordinances and actions in conflict herewith; providing for an effective date; and move to include on the November 13, 2018 City Council consent agenda for a second reading.

ATTACHMENTS:

- Ordinance 2018-30
- Exhibit "A"
- Backup Documentation



ORDINANCE NO. 2018-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR 2019 IN ACCORDANCE WITH EXISTING STATUTORY REQUIREMENTS; APPROPRIATING THE VARIOUS AMOUNTS HEREIN ATTACHED AS EXHIBIT A; 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 2019; 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 2019, 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 2019.

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

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

READ and APPROVED on first reading on the 23rd day of October 2018.

READ and ADOPTED on the second reading on the 13th day of November 2018.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

Exhibit "A"
FY 2019
BUDGET AMENDMENTS
GENERAL FUND

Projected Fund Balance as of 9-30-18	\$	2,566,858
FY2019 Budgeted Revenues	\$	11,507,934
FY2019 Budgeted Expenses	\$	(11,507,934)
10/2018 Budget Amendments (net)	\$	(10,000)
Ending Fund Balance	\$	<u>2,556,858</u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
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New Revenue:

Matching Revenues to Expenditures:

Neutral	
Neutral	
Neutral	
Total Revenues	<u>\$0</u>

Matching Expenditures to Revenues:

New Expenditures:

Planning & Zoning	Increase	(\$10,000) Capital Outlay	101-15-00-6000
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Total Expenditures	<u>(\$10,000)</u>
Net Change	(\$10,000)

**FY 2019
BUDGET AMENDMENTS
INNOVATION FUND**

Projected Fund Balance as of 9-30-18	487,500
FY 2019 Budgeted Revenues	2,557,101
FY 2019 Budgeted Appropriations	(2,372,895)
10/2018 Budget Amendment	<u>(15,247)</u>
Ending Fund Balance	<u>656,459</u>

	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT NUMBER
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Matching Revenues to Expenditures:

Total Revenues 0

Matching Expenditures to Revenues:

New Expenditures:

Increase	(15,247)	Capital Outlay	105-00-00-6000
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Total Expense	<u>(15,247)</u>
Net Change	(15,247)

**FY 2019
BUDGET AMENDMENTS
WATER/WASTEWATER FUND**

Projected Fund Balance as of 9-30-18	1,911,557
FY 2019 Budgeted Revenues	5,707,190
FY 2019 Budgeted Expenses	(5,679,868)
10/2018 Budget Amendments (net)	<u>(15,000)</u>
Ending Fund Balance	<u>1,923,879</u>

<u>BUDGET</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>	<u>ACCOUNT NUMBER</u>
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Matching Revenues to Expenditures:

Total Revenues 0

Matching Expenditures to Revenues:

Increase

New Expenditures:			
Distribution/Collection	Increase	(15,000)	Equipment, Capital Outlay
	Increase		202-35-41-6010
	Total Expense	<u>(15,000)</u>	
	Net Change	(15,000)	

**FY 2019
BUDGET AMENDMENTS
VEHICLE & EQUIPMENT REPLACEMENT FUND**

Projected Fund Balance as of 9-30-18	1,866,409
FY2019 Budgeted Revenues	611,563
FY2019 Budgeted Expenses	(400,764)
10/2018 Budget Amendments (net)	<u>(8,000)</u>
Ending Fund Balance	<u><u>2,069,208</u></u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
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Matching Revenues to Expenditures:

Total Revenue 0

Matching Expenditures to Revenues:

New Expenditures:

Water/Wastewater	Increase	(8,000)	Vehicles	380-00-00-6030
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Total Expense (8,000)
 Net Change (8,000)

**FY 2019
BUDGET AMENDMENTS
HOTEL/MOTEL TAX FUND**

Projected Fund Balance as of 9-30-18	3,425,181
FY 2019 Budgeted Revenues	3,571,246
FY 2019 Budgeted Appropriations	(3,909,689)
10/2018 Budget Amendments (net)	(19,357)
Ending Fund Balance	<u><u>3,067,381</u></u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
New Expenditures:				
BAIPP	Increase	(19,357)	Bastrop Opera House	501-80-00-5566
	Increase			
	Total Expense	<u>(19,357)</u>		
	Net Change	(19,357)		

**FY 2019
BUDGET AMENDMENTS
BASTROP ECONOMIC DEVELOPMENT CORP. - BOND FUND**

Projected Fund Balance as of 9-30-18	878,466
FY 2019 Budgeted Revenues	0
FY 2019 Budgeted Expenses	0
10/2018 Budget Amendments (net)	<u>(878,466)</u>
Ending Fund Balance	<u><u>0</u></u>

DEPARTMENT	BUDGET	AMOUNT	DESCRIPTION	ACCOUNT #
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Matching Revenues to Expenditures:

Total Revenue 0

Matching Expenditures to Revenues:

New Expenditures:

Increase	(878,466)	Agnus/Home Depot Infrastructure	605-70-00-6716
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Total Expense (878,466)

Net Change (878,466)

From: [Lisa Holcomb](#)
To: [Sarah O'Brien](#)
Subject: Restoration Hot Funds
Date: Thursday, October 4, 2018 3:24:05 PM
Attachments: [Bastrop Opera House Field Conditions Reprot 2port \(1\).docx](#)

Hi Sarah,

The Bastrop Opera House recently hired an engineer who is very experienced in historical buildings to do a thorough inspection on the the Opera House to try to determine why the inside walls of the Opera House are once again peeling. He has completed his inspection and we have received his report and recommendations. He feels that there are several things that we need to do to make sure that the inside walls don't continue to deteriorate. I have attached his report.

We hope to have bids in for these projects by the end of October or slightly after. We would like to request that any funding we still have available for historical restoration be carried over to the new fiscal year. This would help the Opera House tremendously if the funds are still available.

Thank you, Sarah.

Lisa Holcomb
Executive Director
Bastrop Opera House

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Bastrop Opera House Field Conditions Report Site Trip August 21, 2018

Scott Moore:

Kim A. Williams, AIA was commissioned to review building and site conditions related to the exterior walls paint lack of adhesion and bubbling at the interior surface. Kim reviewed exterior site grade conditions, the attic areas, the roof, and performed limited interior surface testing. This report is also in part an update of the similar report from 1992 by Kim.

Based on the evidence and conditions observed, it appears that recent exterior wall repair work performed by one contractor may be the main concern for the interior paint delamination. The following analysis and predicted resolve:

Main Issues of Concern:

- Exterior brick wall repointing- the contractor (Steve Neuhaus) repointed the East wall with a more contemporary Portland based mortar mix. This condition also involved some historic preservation proper treatment expressed by the THC but overlooked and approved in a letter from the NPS. Although that interaction had more to do with the structural appropriate also has a relationship to the permeability of moisture in the masonry wall – possibly trapping more moisture than the original lime based mortar. This moisture reducing process may be causing more moisture (both water and water vapor) movement to the cooler / dryer interior surface.
- The east side of the building grade (soil) conditions has some negative drainage towards the façade and depressions that allow water into the foundation areas. The soft , porous brick footers and walls soak water upwards called “rising damp”. It is not clear how much of this problem is contributing to moist wall conditions but a positive slope away from the building must be created. This concern was stated in the 1992 report and apparently not corrected.
- The interior wall surface was coated with a gypsum drywall leveling layer and then a coat of new paint (paint type to be determined- see next item). As the exterior moisture / pressure moves to the interior surface, it has forced a release of the gypsum coating from the original plaster / paint surface which appears reasonably intact. The owner and painter shall confirm the new base layer and paint type such that more correction recommendation can be made.
- Follow-up information from Scott indicates the contractor’s materials as follows: Re-plaster , Type N Polypropylene Stucco mix, Sto base Coat, drywall

compound, oil base primer, S-W Emerald final top coat / latex. This total combination of system is unusual and unexplained for all the base layers.

- The historic brick is a hand or early machine pressed fabrication but not a fired glazed more water resistant face brick. Therefore the historic brick is more porous than contemporary brick. Additionally as masonry bearing wall there is no cavity space or other moisture protection assembly. Coupled with the use of AC equipment and de-humidification process, the cooler dryer interior air tends to pull the moist and warm exterior air towards the interior surface.
- The roof conditions involve a relative new TPO single membrane roof system placed on a gabled form and internal butter design with the removal of the metal roof. This roof membrane is still under both installer full warranty and the 15 year manufacturer warranty. The roofer proposal serves as the only written documentation which does not state the actual manufacturer or detailed assembly (whether any rigid insulation was placed below the TPO). The gable form, wood deck and lack of insulation may not be constructed to industry standards or warranty requirements. More research and interaction with the roofer will be required to define this matter. Additionally the roofer did not install the parapet vertical membrane with a proper detail standard of cap flashing covering the top edge. Only a continuous compression bar with top edge caulk and screw attachment to the wall was used. Current caulk deterioration and bar openings is allowing some water into the parapet wall which may also attribute some of the moisture into the masonry wall.
- There is also historic interior wall paint failure at the northwest corner - balcony staircase area. This wall surface was not treated as the East wall but rather reflects previous and possibly current moisture penetration from the roof scupper area. This area receives an extreme volume of direct water movement including half of the opera house and the adjacent (west) building that penetrates the common wall parapet and discharges one third of its roof onto this roof. This condition was identified in the 1992 report and apparently no action to correct it was taken.

Recommendations relative to the problem issues:

- The exterior wall repointing probably cannot be changed at this point. As a partial moisture relief technique, a few weep hole installation may allow the wall to breath better; however since there is no defined airspace or moisture proofing barrier plane, this strategy may have only a minimal impact. The porous brick state can be improved through the specific use of appropriate

moisture resistance treatment of an applied siloxane penetrating chemical treatment (not a waterproofing coating such as clear silicone). This treatment works to resist water penetration while allowing internal moisture release or breathing. Specific recommendation is – Prosoco, Sure Clean Weather Seal, Siloxane PD.

- The east side site drainage should be corrected to create total positive drainage away from the brick façade for a distance of at least 10 ft. Flat stone pavers can be laid at grade and façade connection and some type of impervious fill i.e. road base material used for full length of building and approximately 10' out.
- I do not believe that the interior application of a leveling or covering gypsum finish plus a contemporary paint was an appropriate treatment. Upon confirming the chemical composition of these recent materials, Kim can request expert technical representatives of Sherwin Williams Paint to visit the site and offer best recommendations for paint repair. This process could involve the removal of the recent coatings.
- See the first item.
- A joint meeting of the roofer , roof manufacturer , Owner and Kim should be held to review the contract installation, warranty issues, manufacturer warranty detail requirements, industry standards and corrective parapet cap detailing. The west common wall and shared scupper drainage should be legally and technically reviewed and resolved.
- Once the west scupper is resolved and corrected, the interior wall should be fully dried (to 15% moisture content) and then repaired and repainted.

This report has been provided as a general site review and recommendations but not necessarily as a detailed architectural restoration detailing or specifications for the actual intended work or final action plan. If the Owner wishes to have Kim A. Williams to guide this process and next steps , he can continue on an hourly rate fee basis for additional site meetings, analysis, and admin. of the implementation process and work.

Reference attached photos and listing description in attached information.

Submitted August 27, 2018

Kim A. Williams, AIA

Bastrop Opera House Field Conditions Report Site Trip August 21, 2018

Scott Moore:

Kim A. Williams, AIA was commissioned to review building and site conditions related to the exterior walls paint lack of adhesion and bubbling at the interior surface. Kim reviewed exterior site grade conditions, the attic areas, the roof, and performed limited interior surface testing. This report is also in part an update of the similar report from 1992 by Kim.

Based on the evidence and conditions observed, it appears that recent exterior wall repair work performed by one contractor may be the main concern for the interior paint delamination. The following analysis and predicted resolve:

Main Issues of Concern:

- Exterior brick wall repointing- the contractor (Steve Neuhaus) repointed the East wall with a more contemporary Portland based mortar mix. This condition also involved some historic preservation proper treatment expressed by the THC but overlooked and approved in a letter from the NPS. Although that interaction had more to do with the structural appropriate also has a relationship to the permeability of moisture in the masonry wall – possibly trapping more moisture than the original lime based mortar. This moisture reducing process may be causing more moisture (both water and water vapor) movement to the cooler / dryer interior surface.
- The east side of the building grade (soil) conditions has some negative drainage towards the façade and depressions that allow water into the foundation areas. The soft , porous brick footers and walls soak water upwards called “rising damp”. It is not clear how much of this problem is contributing to moist wall conditions but a positive slope away from the building must be created. This concern was stated in the 1992 report and apparently not corrected.
- The interior wall surface was coated with a gypsum drywall leveling layer and then a coat of new paint (paint type to be determined- see next item). As the exterior moisture / pressure moves to the interior surface, it has forced a release of the gypsum coating from the original plaster / paint surface which appears reasonably intact. The owner and painter shall confirm the new base layer and paint type such that more correction recommendation can be made.
- Follow-up information from Scott indicates the contractor’s materials as follows: Re-plaster , Type N Polypropylene Stucco mix, Sto base Coat, drywall

compound, oil base primer, S-W Emerald final top coat / latex. This total combination of system is unusual and unexplained for all the base layers.

- The historic brick is a hand or early machine pressed fabrication but not a fired glazed more water resistant face brick. Therefore the historic brick is more porous than contemporary brick. Additionally as masonry bearing wall there is no cavity space or other moisture protection assembly. Coupled with the use of AC equipment and de-humidification process, the cooler dryer interior air tends to pull the moist and warm exterior air towards the interior surface.
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Reference attached photos and listing description in attached information.

Submitted August 27, 2018

Kim A. Williams, AIA



STAFF REPORT

MEETING DATE: October 23, 2018

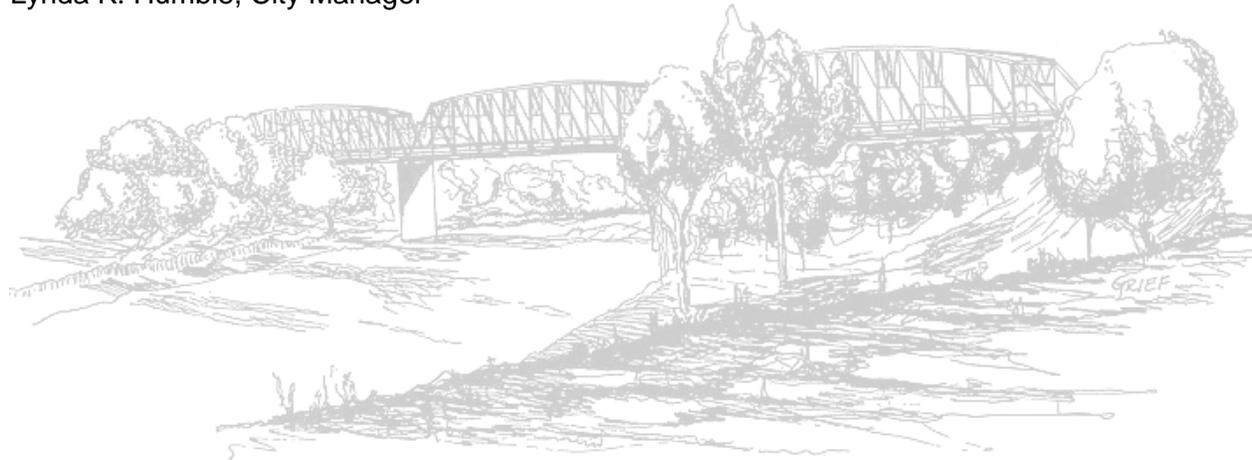
AGENDA ITEM: 11A

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding legal advice related to the status of the 1445 Interlocal Agreement between the City of Bastrop and Bastrop County for the review of subdivision applications in the City's extraterritorial jurisdiction.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager





STAFF REPORT

MEETING DATE: October 23, 2018

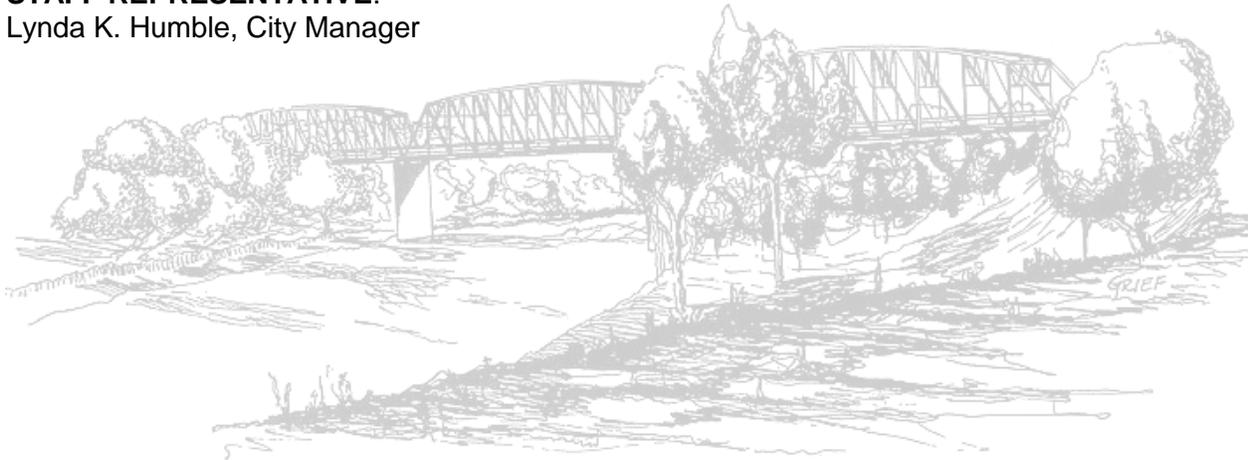
AGENDA ITEM: 11B

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.071 of the Texas Government Code to confer with City Attorney regarding legal advice related to the status of updating the city's regulatory program, including public comment and citizen input into the new subdivision ordinance, pending revisions to zoning and sign codes, and uniformity of the permitting process.

STAFF REPRESENTATIVE:

Lynda K. Humble, City Manager





STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 11C

TITLE:

City Council shall convene into closed executive session pursuant to Sections 551.071 and 551.074 of the Texas Government Code to confer with City Attorney regarding legal advice related to certain real property that being 2.07 acres of the former Linenberger parcel.

STAFF REPRESENTATIVE:

Trey Job, Managing Director of Public Works & Leisure Services





STAFF REPORT

MEETING DATE: October 23, 2018

AGENDA ITEM: 12

TITLE:

Take any necessary or appropriate action on matters posted for consideration in closed/executive session

STAFF REPRESENTATIVE:

Lynda Humble, City Manager

